AGENDA

BOARD OF TRUSTEES

Regular Meeting: June 15, 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 (President Rudolph - Omnibus Item)**

   A. May 11, 2026 and May 18, 2026 President and Board of Trustees meeting minutes.

6. **Appointments and Reappointments (President Rudolph - Omnibus Item)**

   A. Reappointment John Brooks to the Transportation and Safety Commission for a three-year term to expire on July 1, 2029.

   B. Reappointment of Thomas Kelly to the Transportation and Safety Commission for a three-year term to expire July 1, 2029.

   C. Reappointment of Jose Venegas to the Transportation and Safety Commission for a three-year term to expire July 1, 2029.

   D. Appointment of Roger Smith to the Infrastructure Commission for a three-year term to expire on June 15, 2029.

7. **General Government Committee Report (Trustee Chen)**

   A. The Clever Drinker, 4354 Johnson Avenue, The Clever Drinker LLC - Class "O" Liquor License (Omnibus Item)

   B. St. John of the Cross Parish Raffle License and Bond Waiver Application (Omnibus Item)

   C. Proclamation - June 2026 PRIDE Month

   D. Proclamation - Juneteenth

8. **Finance Committee Report (Trustee Martin)**

9. Planning and Zoning Committee Report (Trustee Fink)

A. Paul Virant – Request To Install A Pergola Structure Within The Petite Vie Outdoor Café Adjacent To 909 Burlington Avenue (Omnibus Item)

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

A. Agreement with Anchor Mechanical, Inc. for the CY25-26 Phase II Lead Service Line Replacement Construction (Omnibus Item)

B. Professional Service Agreement with HR Green, Inc for Risk and Resilience Assessment Assistance (Omnibus Item)

C. (Discussion only) Gilbert Avenue Resurfacing - Phase 3 Engineering Firm Selection

11. Properties & Recreation Committee Report (Trustee Nawrocki)

A. Contract with NPN Flooring for the 2026 Flooring Replacement Project (Omnibus Item)

B. Contract with Futurity 19 for the 2026 Painting Project (Omnibus Item)

C. Waive the Competitive Bidding Process and approve a Contract through Equalis Competitive Purchasing with Johnson Controls Inc. for HVAC Control Upgrades (Omnibus Item)

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

A. 2025 WSPD Annual Report

13. Consideration of and Action on Agenda Items

14. 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?

15. Consideration of an Omnibus Vote

A.

A motion to approve the May 11, 2026 and May 18, 2026 President and Board of Trustees meeting minutes as read.

B. A motion to approve the reappointment of John Brooks to the Transportation and Safety Commission for a three-year term to expire on July 1, 2029.

C. A motion to approve the reappointment of Thomas Kelly to the Transportation and Safety Commission for a three-year term to expire July 1, 2029.

D. A motion to approve the reappointment of Jose Venegas to the Transportation and Safety Commission for a three-year term to expire July 1, 2029.

E. A motion to approve the appointment of Roger Smith to the Infrastructure Commission for a three-year term to expire June 15, 2029.

F. Ordinance No. 26-3323
An Ordinance amending Title 4 (Liquor Control) of the Western Springs Municipal Code relative to the number of Class "O" (Craft Beer, Wine and Spirits Establishment License; On-Site Consumption and Packaged Sales) liquor licenses which can be issued in the Village of Western Springs, Cook County, Illinois for the retail sale of alcoholic liquor in a specialty retail store for onsite consumption and packaged sales within the licensed premises located at 4354 Johnson Avenue, Western Springs, Illinois (Applicant: The Clever Drinker LLC).

G. Resolution No. 26-3014
A Resolution approving the issuance of a raffle license under Title 3 (Business Regulations), Chapter 12 (Charitable Games, Raffles, Bingo and Other Games of Chance Regulations) Section 3-12-3 (Raffles) of the Western Springs Municipal Code of 1997, as amended, for applicant St. John of the Cross Parish for Raffle Event (Raffle Start Date: June 16, 2026; Raffle End Date: August 16, 2026 with a license fee waiver and bond waiver).

H. A motion to proclaim the month of June 2026 Pride Month in the Village of Western Springs.

I. A motion to proclaim June 19, 2026 as Juneteenth in the Village of Western Springs.

J. A motion to approve the License Agreement between the Village of Western Springs and Virant Restaurants, Inc., d/b/a Petite Vie for the operation of a pergola within a licensed outdoor liquor café.

K. Resolution No. 26-3015
A Resolution accepting the lowest cost, qualified, responsive bid and authorizing the execution of the Local Public Agency Agreement for Lead Service Line Replacement – Phase II CY25-26 L17-7896 contract to be entered into between the Village of Western Springs and Anchor Mechanical, Inc. of Chicago, Illinois, and authorizing the expenditure of Village funds to pay for the project in an amount not to exceed $1,054,830.00.

L. Resolution No. 26-3016
A Resolution approving and authorizing the execution of a professional services agreement between the Village of Western Springs and HR Green, Inc. of Chicago, Illinois for the Risk and Resilience Assessment for an amount not to exceed $15,945.00.

M. Resolution No. 26-3017
A Resolution accepting the lowest cost, qualified, responsive bid and alternate bid 1 and authorizing the execution of an agreement to be entered into between the Village of Western Springs and NPN Carpet Installation d/b/a NPN Flooring of Brookfield, Illinois for the 2026 flooring replacement project and authorizing the expenditure of Village funds to pay for the project in an amount not to exceed $16,159.99.

N. Resolution No. 26-3018
A Resolution accepting the lowest cost, qualified, responsive bid and alternate bids and authorizing the execution of an agreement to be entered into between the Village of Western Springs and Futurity 19, Inc. of Hinsdale, Illinois for the 2026 Painting Project and authorizing the expenditure of Village funds to pay for the project in an amount not to exceed $16,270.00.

O. Resolution No. 26-3019
A Resolution approving the waiver of the competitive bid process and authorizing the approval and execution of a contract with Johnson Controls, Inc., of Chicago, Illinois for services related to the HVAC Controls Upgrade Project and authorizing the expenditure of Village funds in an amount not to exceed $150,000.00 to pay for the services.

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

17. New Business

18. Old Business

19. Reports

A. Monthly Financial Report (Trustee Martin)
Motion to approve the May 2026 Financial Report as presented.
Second to the motion.
Roll call vote.

B. Village President Rudolph

C. Village Manager Baer

D. Village Attorney Skrodzki

20. Closed Meeting (If needed)

21. 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, May 11, 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

Absent:
Phil Nawrocki

Village Attorney Present:
Anne Skrodzki, Village Attorney

Staff Present:
Ellen Baer, Village Manager
Casey Biernacki, Deputy Village Manager
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.

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ROLL CALL

Roll call as noted above.

PUBLIC COMMENT

None.

APPROVAL OF MEETING MINUTES

The April 27, 2026 President and Board of Trustees meeting minutes were approved as read.

GENERAL GOVERNMENT COMMITTEE REPORT (TRUSTEE CHEN)

Trustee Chen reported that the General Government Committee received a labor negotiation update from Village staff that there is a draft collective bargaining agreement between the Village of Western Springs and the Metropolitan Alliance of Police (MAP 456) that may be available for consideration at the next Village Board meeting.

FINANCE COMMITTEE REPORT (TRUSTEE MARTIN)

No report.

PLANNING AND ZONING COMMITTEE REPORT (TRUSTEE FINK)

Trustee Fink reported that the Planning and Zoning committee reviewed and recommended the request from Amanda Sutter owner of Jolie, A Dress Boutique for a temporary use permit to hold a fashion show. Owner Amanda Sutter explained that high school students will get ready in the store and then walk around the Tower Green modeling homecoming dresses.

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.

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Trustee Lewis reported that the Public Works and Water Committee reviewed and recommended the proclamation for National Public Works Week and Trustee Lewis read the proclamation in its entirety and indicated that it would be on tonight's Omnibus for adoption.

Trustee Lewis reported that the Public Works and Water Committee reviewed and recommended the purchase of a 4-ton Falcon asphalt hot box and recycler from Midwest Paving Equipment using a Sourcewell cooperative purchasing contract for an amount not to exceed $50,883. Trustee Lewis indicated that buying through Sourcewell ensures full compliance with the competitive bidding requirements while leveraging nationally bid pricing.

Trustee Lewis reported that the Public Works and Water Committee reviewed and recommended a multi-year contract with Wachs Water Services for a valve exercising and condition assessment program for an amount not to exceed $30,000 per year. Trustee Lewis reported that there are 625 water valves in the Village, and we hope to exercise and evaluate the performance of 200 or more annually over the next three years.

Trustee Lewis reported that the Public Works and Water Committee reviewed and recommended a professional services agreement with Robinson Engineering to review previously collected closed-circuit television footage of some of the sanitary sewer system to identify deterioration and provide prioritized repair recommendations.

Trustee Lewis reported that the Public Works and Water Committee reviewed and recommended that the Village allow five properties on Wolf Road to participate in the overhead sewer system cost share program and that if any of the five properties choose to participate, the funds will be drawn from the General Fund not the Sewer Fund as these properties are served by the La Grange Highland Sanitary District.

Trustee Lewis reported that the Public Works and Water Committee reviewed and recommended the approval of a contract with Carollo Engineers to complete a pilot study of the water plant to compare two alternate iron filtration systems. Trustee Lewis reported that this item will be on tonight's Omnibus for approval.

Trustee Lewis reported that the Public Works and Water Committee reviewed and recommended an amendment to an agreement with Baxter and Woodman for the amount of $24,000 for the Spring Rock Park Sewer Lining and Rehabilitation Project as a recent

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inspection showed more sections of the sewer main need to be replaced rather than lined. Trustee Lewis stated this item will be on tonight's Omnibus for approval.

Trustee Lewis reported that the Public Works and Water Committee reviewed and recommended an agreement with Baxter and Woodman Engineering to assist Western Springs in complying with new IEPA permit requirements for the storm sewer system. Trustee Lewis stated this item will be on tonight's Omnibus for approval.

Trustee Lewis reported that the Public Works and Water Committee reviewed and recommended approval of the purchase of a Case 721 End Loader from McCann Industries and that the end loader will support year round operations. Trustee Lewis stated this item will be on tonight's Omnibus for approval.

Trustee Lewis reported that the Public Works and Water Committee reviewed and recommended a contract with Schroeder Asphalt for an amount of $1,689,835.62 to include, among other things, roadway resurfacing and rehabilitation.

Trustee Lewis reported that the Public Works and Water Committee reviewed and recommended a professional services agreement with V3 Companies for construction engineering to oversee the 2026 Street Resurfacing and Utility Program.

Trustee Lewis reported that the Public Works and Water Committee reviewed and recommended an amendment to the Phase II Design Engineering Agreement with Baxter and Woodman for the Gilbert Avenue project. The amendment is needed due to IDOT adding additional tasks not included in the original scope with the cost being split with the Village of La Grange.

Trustee Lewis reported that the Public Works and Water Committee reviewed and recommended an authorization to utilize MFT funds for the additional work required for the Gilbert Avenue Phase II Design Engineering.

PROPERTIES & RECREATION COMMITTEE REPORT (TRUSTEE NAWROCKI)

Trustee Chen reported on behalf of Trustee Nawrocki that the Properties and Recreation Committee reviewed and recommended the approval of declaring various pieces of office furniture surplus property.

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PUBLIC HEALTH & SAFETY COMMITTEE REPORT (TRUSTEE AVAKIAN)

Trustee Avakian reported that the Public Health and Safety Commission reviewed and recommends the renewal of a revised agreement with Brycer Advisory Group.

CONSIDERATION OF AN OMNIBUS VOTE

Trustee Chen moved that the ordinances, resolutions and motions as contained on the meeting agenda for May 11, 2026, be adopted and/or approved under an Omnibus vote. Trustee Chen read the Omnibus in its entirety.

Omnibus:

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.

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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.

Trustee Lewis seconded to the motion.
Motion passed on a roll call vote.
Voting Aye: Avakian, Chen, Fink, Lewis, Martin, and President Rudolph
Voting Nay: None
Absent: Trustee Nawrocki

REPORTS

Monthly Financial Report (Trustee Martin)
No report.

Village President Rudolph
No formal report.

Village Manager Baer
Manager Baer reported that Cop on a Rooftop will take place on May 15, 2026 from 5:00 a.m. -12:00 p.m. and the event benefits Special Olympics. Manager Baer added that Tower Trot will take place May 23, 2026 and the Memorial Day parade will be held Monday, May 25, 2026.

Village Attorney Skrodzki
No report.

ADJOURNMENT

Trustee Chen made a motion to adjourn, seconded by Trustee Martin. Motion passed on a voice vote.
The meeting was adjourned at 7:25 p.m.

Submitted by:
Jill Izzo
Deputy Village Clerk

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MINUTES OF THE VILLAGE OF WESTERN SPRINGS
PRESIDENT AND BOARD OF TRUSTEES REGULAR MEETING
Monday, May 18, 2026

President Heidi Rudolph, Presiding
Call to Order, 7:00 pm
Jill Izzo, Deputy Village Clerk

Board Members Present:
Amy Avakian
Nicole Chen
Alan Fink
Scott Lewis
Karen Martin
Phil Nawrocki

Village Attorney Present:
Anne Skrodzki, Village Attorney

Staff Present:
Ellen Baer, Village Manager
Casey Biernacki, Deputy Village Manager
Heather Valone, Director of Community Development
Jeff Koza, Director of Engineering
Matt Supert, Director of Municipal Services
Brian Scott, Director of Fire and EMS
Sean Gilhooley, Director of Law Enforcement
Daisy Chavez, Assistant to the Village Manager

Absent:
Edward Tymick, Village Clerk

Electronic Attendance:
None.

PLEDGE OF ALLEGIANCE

President Rudolph led the audience in the Pledge of Allegiance.

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ROLL CALL

Roll call as noted above.

SWEARING IN OF FIRE CAPTAIN CLAYTON WHITELEY

Chief Scott introduced Fire Caption Clayton Whiteley who was sworn in as the Training and Safety Officer.

PUBLIC COMMENT

None.

GENERAL GOVERNMENT COMMITTEE REPORT (TRUSTEE CHEN)

Trustee Chen reported that the previously discussed collective bargaining agreement between the Village of Western Springs and the Metropolitan Alliance of Police (MAP 456) has been agreed to by all parties and is on tonight's Omnibus for approval.

FINANCE COMMITTEE REPORT (TRUSTEE MARTIN)

No report.

PLANNING AND ZONING COMMITTEE REPORT (TRUSTEE FINK)

Trustee Fink reported that the previously discussed request from Amanda Sutter owner of Jolie, A Dress Boutique for a temporary use permit to hold a fashion show is on tonight's Omnibus for approval.

PUBLIC WORKS & WATER COMMITTEE REPORT (TRUSTEE LEWIS)

Trustee Lewis reported that the previously discussed purchase of a 4-ton Falcon asphalt hot box and recycler from Midwest Paving Equipment using a Sourcewell cooperative purchasing contract is on tonight's Omnibus for approval.

Trustee Lewis reported that the previously discussed multi-year contract with Wachs Water Services for a valve exercising and condition assessment program for an amount not to exceed $30,000 per year is on tonight's Omnibus for approval.

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Trustee Lewis reported that the previously discussed professional services agreement with Robinson Engineering to review previously collected closed-circuit television footage is on tonight's Omnibus for approval.

Trustee Lewis reported that the previously discussed contract with Schroeder Asphalt for an amount of $1,689,835.62 is on tonight's Omnibus for approval.

Trustee Lewis reported that the previously discussed professional services agreement with V3 Companies for construction engineering to oversee the 2026 Street Resurfacing and Utility Program is on tonight's Omnibus for approval.

Trustee Lewis reported that the previously discussed amendment to the Phase II Design Engineering Agreement in the amount of $7,000 with Baxter and Woodman for the Gilbert Ave. project is on tonight's Omnibus for approval. Trustee Lewis indicated that the cost will be split with the Village of La Grange.

Trustee Lewis reported that the previously discussed authorization to utilize Motor Fuel Tax (MFT) funds for the additional work required for the Gilbert Ave. Phase II Design Engineering is on tonight's Omnibus for approval.

PROPERTIES & RECREATION COMMITTEE REPORT (TRUSTEE NAWROCKI)

Trustee Nawrocki reported that the previously discussed declaration of various pieces of office furniture as surplus property is on tonight's Omnibus for approval.

PUBLIC HEALTH & SAFETY COMMITTEE REPORT (TRUSTEE AVAKIAN)

Trustee Avakian reported that the previously discussed revised agreement with Brycer Advisory Group is on tonight's Omnibus for approval.

Trustee Avakian read the 52nd Annual Emergency Medical Services Week Proclamation in its entirety and indicated that it would be on tonight's Omnibus for adoption.

Chief Scott presented the 2025 Annual Report of the Department of Fire and EMS.

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CONSIDERATION OF AN OMNIBUS VOTE

Trustee Chen moved that the ordinances, resolutions and motions as contained on the meeting agenda for May 18, 2026, be adopted and/or approved under an Omnibus vote. Trustee Chen read the Omnibus in its entirety.

Omnibus:

A. Resolution No. 26-3005

A Resolution authorizing and approving a labor agreement between the Village of Western Springs and Metropolitan Alliance of Police, Western Springs Police Chapter 456 (Term April 1, 2025 to March 31, 2028).

B. A motion to approve the Temporary Use Permit for applicant Amanda Sutter, owner of Jolie, A Dress Boutique for the 2026 Jolie Fashion Show special event.

C. Resolution No. 26-3006

A Resolution approving the waiver of the competitive bid process and authorizing the approval and execution of a contract with Midwest Paving Equipment, Inc., of Addison, Illinois for the purchase of one Falcon Asphalt Hot Box and Recycler and authorizing the expenditure of Village funds in the amount of $50,883 to pay for the purchase of the equipment.

D. Resolution No. 26-3007

A Resolution accepting and authorizing the execution of an agreement to be entered into between the Village of Western Springs and Xylem Dewatering Solutions, Inc., doing business as Wachs Water Services of Mokena, Illinois for the valve exercising and condition assessment program and authorizing the expenditure of village funds to pay for the services in an amount not to exceed $30,000.

E. Resolution No. 26-3008

A Resolution approving and authorizing the execution of a Professional Services Agreement between the Village of Western Springs and Robinson Engineering, Ltd. of Frankfort, Illinois for the 2026 sanitary sewer televising review in an amount not to exceed $30,990.

F. Resolution No. 26-3009

A Resolution accepting the low bid and authorizing the approval and execution of a construction contract for the 2026 Streets Resurfacing and Utility Project to be entered into

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with the lowest cost, qualified and responsive bidder Schroeder Asphalt Services Inc., and authorizing the expenditure of referendum funds, the Village's General Fund, and/or monies from other lawful sources (contract price: $1,689,835.62).

G. Resolution No. 26-3010

A Resolution approving and authorizing the execution of a Professional Services Agreement between the Village of Western Springs and V3 Companies for construction engineering services relating to the 2026 Street Resurfacing and Utility Project (Not-To-Exceed Engineer's Project Fee: $125,179).

H. Resolution No. 36-3011

A Resolution approving and authorizing the execution of Amendment No. 1 to Professional Services Agreement with Baxter & Woodman for Phase II design engineering services for the Gilbert Avenue Resurfacing Project.

I. Resolution No. 26-3012

A Supplement Resolution for Improvement Under the Illinois Highway Code, IDOT BLR 09110 authorizing the use of $7,000 of MFT funds to pay for the Gilbert Avenue Phase II Design Engineering Agreement Amendment #1.

J. Ordinance No. 26-3322

An Ordinance authorizing the disposal of surplus property owned by the Village of Western Springs (Village Hall Furniture).

K. Resolution No. 26-3013

A Resolution approving and authorizing the execution of a service agreement for third-party fire system reporting services with Brycer LP/ Brycer Advisory Group LP.

L. A motion to proclaim May 17-23, 2026 as Emergency Medical Services Week honoring and celebrating those who dedicate their lives to protecting the health and safety of our community.

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

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REPORTS

Monthly Financial Report (Trustee Martin)
Trustee Martin introduced Director Mastandona who gave a summary of the April 2026 Financial Report. Trustee Martin motioned to approve the April 2026 Financial Report as presented, seconded by Trustee Lewis. Motion passed on a roll call vote.
Voting Aye: Trustees Avakian, Chen, Fink, Lewis, Martin, Nawrocki
Voting Nay: None.

Village President Rudolph
No formal report.

Village Manager Baer
Manager Baer reminded residents that French Market is on Wednesdays from 4:00 – 7:00 p.m. as well as the Tower Trot on Saturday, May 23, 2026 and the Memorial Day Parade is Monday, May 25, 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 7:48 p.m.

Submitted by:
Jill Izzo
Deputy Village Clerk

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AGENDA ITEM SUMMARY

BOARD OF TRUSTEES

Regular Meeting: June 15, 2026

AGENDA ITEM 7.A.

To: Board of Trustees
From: Heather Valone, AICP, Director of Community Development
CC: Ellen Baer, Village Manager, Casey Biernacki, Deputy Village Manager, Jill Izzo, Deputy Village Clerk, Anne Skrodzki, Village Attorney, Sean Gilhooley, Director of Law Enforcement Services
RE: The Clever Drinker, 4354 Johnson Avenue, The Clever Drinker LLC - Class "O" Liquor License (Omnibus Item)

Recommendation

The Liquor Control Commission reviewed this item at their meeting on June 9, 2026, and recommended the approval of the Class "O" Liquor License. The General Government Committee will review this item at their meeting on June 15, 2026. Their recommendation will be presented at the Village Board meeting.

Summary

Request

Aron Dorner and Alex Corral, managing members of The Clever Drinker LLC (the “Applicants”), have leased the space located at 4354 Johnson Avenue to open a specialty retail establishment primarily engaged in the sale of wine, craft beer, and artisanal spirits, with limited on-site consumption. The Applicants have submitted a request for a new Class “O” Liquor License (Craft Beer, Wine, and Spirits Establishment License; On-Site Consumption and Packaged Sales).

The store will occupy a currently vacant tenant space of approximately 800 square feet. The Applicants have submitted a scope of work to complete cosmetic updates to the unit, as well as a layout for seating and retail sales areas. The preliminary permit plans show two tables generally sized for two seats each and two tasting areas with no additional seating (Figure 1).



Figure 1 *The left is the top down view of the floor plan. The counters shown are remaining from the previous business.*





The views are conceptual based on the floor plan.

The Applicants are proposing a three-phase business plan:

Phase 1:
Retail sales of wine, craft beer, and artisanal spirits, along with custom gift baskets including wine, artisanal pre-packaged foods, and accessories. Tasting opportunities for retail shoppers are also proposed. A monthly wine membership with limited pick-up events and tastings for members is included. No food preparation would occur on-site; however, partnerships with local restaurants are proposed. A monthly food truck and wine event is also proposed.

Phase 2:
Building upon the offerings of Phase 1, curated tastings and educational workshops hosted in the store are proposed. Tastings would consist of four to eight two-ounce pours per customer. Rental of the space for small private events (up to 10 people) is proposed. The Applicants are also planning to offer personal wine concierge services, including trip

planning, cellar curation, and event advising.

Phase 3:
Phase 3 expands on Phases 1 and 2 to include on-site consumption. The application materials indicate a “by-the-glass” program permitting customers to purchase drinks for onsite consumption. The Applicants propose limiting customers to three five-ounce pours.

Background
The Liquor Commissioner, President Heidi Rudolph, reviewed the application submittals and requested that the application be advanced to the General Government Committee and Liquor Control Commission for their respective review and recommendation.

Class “O” License
The following is a summary of the Class “O” License regulations:

- **Purpose:** A Class “O” liquor license shall authorize the storage and retail sale of craft spirits, craft beer, domestic beer and wine (including cider, mead and other similar beverages) in their original containers or half (1/2) or full growlers/howlers, and the retail sale, service and on-site consumption of craft beer, wine and craft spirits or tastings of craft beer, wine and craft spirits in limited quantities as part of a promotional retail sale offered by or sponsored by the licensee during the authorized hours of operation. Single bottles or cans may also be sold for on-site consumption only. The licensee may also conduct tasting sessions at preregistered events or classes when the store is closed to the general public. Tastings, including the preregistered events or classes, shall be conducted only in the same room, and same area, as the display of craft beer, wine and craft spirits and shall occur only during the authorized hours of operation. Class “O” liquor license establishments are defined as any public place kept, used, maintained, advertised, and held out to the public as a place that offers craft spirits, wine and craft beer for retail, packaged sale and on-site consumption. A "craft beer" includes microbrewed beer brands, microbrew-styled beer brands and imported beer brands, but shall not include mass-produced domestic beer brands. "Craft spirits" means any spirit that has a retail cost of not less than twenty dollars ($20.00) per bottle. "Mass-produced, domestic beer" means beer brands that are brewed in the United States and available nationwide and are not marketed as craft beer

- **Rules of Operation:**

    - Container and Package Specifications:The sale of kegs and single cans or bottles or other containers of beer, wine or other alcoholic beverages (for example, wine coolers, prepared mixed alcoholic beverages, and the like) for off-site consumption is prohibited, except as allowed in this subsection. The sale of single cans or bottles or other containers of craft beer or wine or craft spirits in glass, metal or protective corrugated fiberboard box containers that are at least

375 milliliters in size is allowed. The sale of any alcoholic liquor packaged for sale in smaller than customary containers (for example, "airline bottles", flasks, and the like) is prohibited. The sale of single cans or bottles or other containers of craft beer or wine or craft spirits or other alcoholic beverages (for example, wine coolers, prepared mixed alcoholic beverages, and the like) in glass, metal or protective corrugated fiberboard box containers that are at least 350 milliliters in size, but less than 375 milliliters in size, is allowed, but only in pre-packaged four packs, six packs or 12 packs or the licensee may allow customers to mix alcoholic beverage brands that are at least 350 milliliters in size to create their own four packs or six packs for off-site consumption only. Mass-produced, domestic beer shall be available for retail package sales only, shall be located in the coolers in six-pack or 12-pack containers only and shall not occupy more than 10% percent of the cooler space allocated for retail beer sales. The sale of kegs and single cans or bottles for off-site consumption is prohibited except as specified. Single containers of craft beer, wine, or craft spirits of at least 375 ml are allowed. Alcoholic beverages between 350 ml and 375 ml may be sold only in pre-packaged four-packs, six-packs, or 12-packs, or customers may mix brands of at least 350 ml to create such packs for off-site consumption.

- Service Counter or Patron Bar: A service counter or patron bar shall be allowed for purposes of retail sale, service and onsite consumption of craft beer, wine and craft spirits or the conducting tastings of craft beer, wine or craft spirits.

- On-Site Consumption; Conduct Of Tastings: Craft beer, wine and craft spirits may be sold, given away or offered for sale and consumed onsite within the licensed premises only during the authorized hours of operation. The licensee may conduct or sponsor tasting sessions of craft beer, wine and craft spirits at preregistered events or classes when the store is closed to the general public, but only during the authorized hours of operation. In addition, the licensee may provide, at no charge, samples of craft beer, wine and craft spirits currently offered for sale served in limited quantities in a cup or glass for consumption within the licensed premises as part of a promotional retail sale offered by or sponsored by the licensee during the authorized hours of operation. A per-person charge may be collected by the licensee for attendance at a tasting session (a preregistered event or class) or the samples of craft beer, wine and craft spirits beer may be given away as part of such a tasting. All tastings shall be conducted only in the same room, and same area, as the liquor display area and shall occur only during the authorized hours of operation. Customers shall not be allowed to leave the licensed premises with an open bottle, container, cup or glass of craft beer, wine and craft spirits. There shall be no tastings of mass-produced, domestic beer.

- Liquor Display Areas: The liquor display area set aside for craft beer, wine and craft spirits within the store shall not violate any applicable Building and Life

Safety Codes. There shall be no floor displays advertising mass-produced, domestic beer or stacks of mass produced, domestic beer on the floor.

- BASSET Certification Required: The craft beer, wine, and spirits establishment owner, each employee of the store and any other person who sells or serves craft beer, spirits and wine to a patron or handles alcoholic liquor on the licensed premises must take and successfully complete a Beverage Alcohol Sellers and Servers Education and Training (BASSET) Program that has been certified by the State of Illinois. A copy of the BASSET course completion certificate(s) for the aforementioned persons shall be made available at all times at the licensed premises for inspection by the Village Manager, or his or her designee. An approved Liquor Manager is required to be on-site at all times. A copy of the current BASSET course completion certificate(s) for the on-site owner/manager, employees, and others mentioned above must be made available at all times at the licensed premises for inspection by the Village Manager or their designee.

- Hours of operation: Under a Class "O" Liquor License, a licensee shall be permitted to sell alcoholic liquor only: between the hours of eleven o'clock (11:00) A.M. and twelve o'clock (12:00) midnight on Mondays through Thursdays; between the hours of eleven o'clock (11:00) A.M. and one o'clock (1:00) A.M. on Fridays/Saturdays and Saturdays/Sundays (note: the one o'clock (1:00) A.M. closing time carries over to the next following day); and between the hours of eleven o'clock (11:00) A.M. and eleven o'clock (11:00) P.M. on Sundays, except alcoholic liquor may be sold, given away or offered for sale within the licensed premises between the hours of eleven o'clock (11:00) P.M. on New Year's Eve Day and one o'clock (1:00) A.M. on New Year's Day.

- **License Fee:** The Class "O" license includes a $1,000 application fee and a $1,000 annual license fee.

- **Availability of Food:** Pre-prepared and delivered foods shall be permitted and encouraged in the establishment for the enjoyment of patrons. Establishment owners shall endeavor to create business relationships with local and regional restaurants, and food delivery services.

The Applicants have submitted the required information for the background check per Section 4-1-17 of the Village Code. Results are being processed and will be provided at the meeting.

Recommendation

The Liquor Control Commission reviewed the application and the draft ordinance at their meeting on June 9, 2026, and recommended approval of the request to the General Government Committee and Village Board. The Liquor Control Commission's recommendation is included in Attachment 2. The General Government Committee will review the application, draft ordinance, and the Liquor Control Commission's recommendation at their meeting on

June 15, 2026. Their recommendation will be presented at the Village Board meeting.

Attachments

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1. Recommendation 26-01 - Western Springs Local Liquor Control Commission Recommendation No. 26-01 Recommendation Relative To An Application For A New Class "O" (Craft Beer, Wine, And Spirits Establishment License (On-Site Consumption And Packaged Sales)) Liquor License Submitted By The Clever Drinker LLC For Operation Of A Specialty Retail Store For The Retail Sale Of Alcoholic Liquor In A Specialty Retail Store For Limited On Premise Consumption Only Within The Licensed Premises, Located At 4354 Johnson Avenue, Western Springs, Illinois and Packaged Sales.

2. Ordinance - An Ordinance Amending Title 4 (Liquor Control) Of The Western Springs Municipal Code Relative To The Number Of A Class "O" (Craft Beer, Wine And Spirits Establishment License; On-Site Consumption And Packaged Sales) Liquor Licenses Which Can Be Issued In The Village Of Western Springs, Cook County, Illinois For The Retail Sale Of Alcoholic Liquor In A Specialty Retail Store For Onsite Consumption And Packaged Sales Within The Licensed Premises Located At 4354 Johnson Avenue, Western Springs, Illinois (Applicant: The Clever Drinker LLC).

Financial Impact

None.

Recommended Motion

I move to approve the requested Class "O" Liquor License for The Clever Drinker LLC.

Strategic Plan Alignment

Community Planning and Economic Development.

File Attachments

1. Recommendation 26-01
2. Ordinance

WESTERN SPRINGS LOCAL LIQUOR CONTROL COMMISSION
RECOMMENDATION NO. 26-01

Recommendation Relative To An Application For A New Class "O" (Craft Beer, Wine, And Spirits Establishment License (On-Site Consumption And Packaged Sales)) Liquor License Submitted By The Clever Drinker LLC For Operation Of A Specialty Retail Store For The Retail Sale Of Alcoholic Liquor In A Specialty Retail Store For Limited On Premise Consumption Only Within The Licensed Premises, Located At 4354 Johnson Avenue, Western Springs, Illinois and Packaged Sales.

WHEREAS, The Clever Drinker, LLC (managing members: Aron Dorner and Alex Corral) (the "Applicant") has filed a liquor license application (the "Application") and the required application fees with the Village of Western Springs ("Village") for a Class "O" (Craft Beer, Wine, And Spirits Establishment License (On-Site Consumption And Packaged Sales)) Liquor License. The Applicant requests to operate a specialty retail establishment primarily engaged in the sale of wine, craft beer, and artisanal spirits for limited consumption within the premises located at 4354 Johnson Avenue, Western Springs, Illinois (the "Specialty Retail Store" or the "Licensed Premises") and packaged sales. The Application is incorporated herein by reference as **Group Exhibit "A".**

WHEREAS, under the Liquor Control Ordinance, a Local Liquor Control Commission has been created to assist the Commissioner with the investigation and processing of liquor license applications and applicants and to perform certain other duties at the direction of the Commissioner. The Commission's duties include the review of liquor applications, the review of the investigation of applicants for liquor licenses as well as the submission of recommendations to the Commissioner; and

WHEREAS, after receipt by the Village Clerk, copies of the Application were distributed to the Commissioner, the members of the Commission, the Village Manager, the Director of Law Enforcement Services, the Director of Fire and Emergency Medical Services, the Director of Finance, the Building and Zoning Officer, and the Village Attorney. Each of the members of the Commission has reviewed the Application; and

WHEREAS, in regard to its investigation of and consideration of the Application, the Commission held a public meeting on June 9, 2026, pursuant to proper notice being posted in accordance with the Open Meetings Act. During this public meeting, the legal counsel for the Applicant made a presentation regarding its Application, the Village staff gave reports relative to the background check and investigative activities performed with respect to the Application, members of the Commission examined, under oath, the Applicant/Owner, its representatives and all other individuals who spoke during the public meeting, and an opportunity for public input was provided; and

WHEREAS, the necessary background check and fingerprinting of the representatives of the Applicant/Owner was performed by the Department of Law Enforcement Services. The Director of Finance has determined that the Applicant/Owner is not delinquent in the payment of the retailer's occupation tax, sales tax, or any other financial debt or obligation owed to the Village. On this information, the Applicant/Owner was found by Village staff to still be eligible for a liquor license under the provisions of the Illinois Liquor Control Act of 1934 and the Village's Liquor Control Ordinance, and the Applicant/Owner was found to be in compliance with the other applicable sections of the Village's Municipal Code; and

WHEREAS, based on the foregoing information and activities, the Commission makes a recommendation to the Commissioner as set forth below.

NOW, THEREFORE, THE WESTERN SPRINGS LOCAL LIQUOR CONTROL COMMISSION FINDS AND RECOMMENDS AS FOLLOWS:

SECTION 1: Findings. Based on the information contained in the Application and the investigations performed by the Village staff and the information and testimony received at the Public Meeting, the Western Springs Local Liquor Control Commission finds:

A. The Applicant would qualify for a Class "O" (Craft Beer, Wine, And Spirits Establishment License (On-Site Consumption And Packaged Sales)) Liquor License under the provisions of the Illinois Liquor Control Act of 1934 and the Village's Liquor Control Ordinance.

SECTION 2: Recommendation and Conditions. Based on the information contained in the Application and the investigations performed by the Village staff and the information and testimony received at the Public Meeting, the Western Springs Local Liquor Control Commission recommends:

Class "D" (Limited – Service Restaurant License; Beer and Wine Only; No Patron or Service Bar) and Class "E" (Supermarket) Liquor Licenses

A. **Approval** of the Applicant/Owner's Application for a Class "O" (Craft Beer, Wine, And Spirits Establishment License (On-Site Consumption And Packaged Sales).

B. **Approval** by the Village Board and the Commissioner of the draft Ordinances, copies of which are attached to this Recommendation as part of **Group Exhibit "B"**, which is entitled:

AN ORDINANCE AMENDING TITLE 4 (LIQUOR CONTROL) OF THE WESTERN SPRINGS MUNICIPAL CODE RELATIVE TO THE NUMBER OF A CLASS "O" (CRAFT BEER, WINE AND SPIRITS ESTABLISHMENT LICENSE; ON-SITE CONSUMPTION AND PACKAGED SALES) LIQUOR LICENSES WHICH CAN BE ISSUED IN THE VILLAGE OF WESTERN SPRINGS, COOK COUNTY, ILLINOIS FOR THE RETAIL SALE OF ALCOHOLIC LIQUOR IN A SPECIALTY RETAIL STORE FOR AND ONSITE CONSUMPTION AND PACKAGED WITHIN THE LICENSED PREMISES LOCATED AT 4354 JOHNSON AVENUE, WESTERN SPRINGS, ILLINOIS (APPLICANT: The Clever Drinker LLC)

C. Approval of the following additional conditions: **None**

A motion was made to approve the Recommendation for the Liquor License listed above, the motion was seconded, and then the motion was approved by a three (3) to zero (0) vote of the Commissioners (motion by: Glimco; seconded by: DeRock).

PASSED by the Western Springs Local Liquor Control Commission at a meeting held on the 9th day of June, 2026.

VOTE: Peter Glimco, Doug DeRock and John F. Dixon

AYES: DeRock, Dixon, and Glimco
NAYS: None
ABSENT: None
OTHER: None

The above vote has been certified by me this 9th day of June, 2026.

Pete Glimco, Chair

Group Exhibit "A"

Liquor License Application for "O" (Craft Beer, Wine, And Spirits Establishment License (On-Site Consumption And Packaged Sales)
Liquor License and Attachments

(incorporated herein by reference)

and

ALL APPLICATIONS MUST BE TYPEWRITTEN. NO HANDWRITTEN FORMS WILL BE ACCEPTED.
THE FURNISHING OF ANY INACCURATE INFORMATION SHALL BE CAUSE FOR LICENSE REVOCATION.

MUST BE FILED IN DUPLICATE WITH THE OFFICE OF THE VILLAGE MANAGER

VILLAGE OF WESTERN SPRINGS
COOK COUNTY, ILLINOIS
LOCAL LIQUOR CONTROL COMMISSION
APPLICATION FOR RETAIL LIQUOR LICENSE

NEW/RENEWAL: Class O **Liquor License**
(Non-Refundable Application Fee for
Issuance of new Liquor License; One-Time Only Fee)

DATE: 5/4/2026

Honorable Presiding Village President and Local Liquor Control Commissioner
Village of Western Springs, Illinois

Reference in this Application to an owner shall mean any person who is an owner of more than five percent (5%) of the corporation, a partner in a partnership or a member of a limited liability company, which is applying for the license. All questions must be answered completely. **QUESTIONS ARE TO BE ANSWERED ACCURATELY. IF QUESTIONS ARE NOT ANSWERED ACCURATELY, THE LICENSE WILL BE SUBJECT TO REVOCATION. IT WILL NOT BE A DEFENSE THAT ANSWERS WERE GIVEN TO THE BEST OF THE ANSWERER'S KNOWLEDGE. IT IS YOUR RESPONSIBILITY TO ASCERTAIN THE ACCURACY OF YOUR RESPONSE. IF MORE SPACE IS NEEDED TO FULLY RESPOND, ATTACH A SEPARATE PAGE(S).**

The undersigned (an owner), Aron Dorner (name), _____
(title) of The Clever Drinker L d/b/a None (business name and assumed name) makes application for a Class ON liquor license, at the address of 4354 Johnson Ave for the period ending March 31, 2029, and tenders the sum of $ 1800 , the prescribed fee as set forth in the following:

SCHEDULE OF ANNUAL FEES FOR THE VARIOUS CLASSES OF RETAIL LIQUOR LICENSES (SECTIONS 3-3-2 and 4-1-9):		*Application Fee*	*Annual Fee*
CLASS A:	Full Service Restaurant with a Service Bar	$ 1,000.00	$ 2,000.00
CLASS B:	Full Service Restaurant with a Patron Bar	1,000.00	2,000.00
CLASS C:	Full Service Restaurant; Beer and Wine Only	1,000.00	1,000.00
CLASS D:	Limited-Service Restaurant License; Beer and Wine Only; No Patron or Service Bar	1,000.00	1,000.00
CLASS E:	Supermarket License	1,000.00	3,000.00
CLASS F:	Culinary School License	1,000.00	500.00
CLASS G:	Fine Wine, premium spirits and beer, gourmet food store	1,000.00	1,000.00
CLASS H:	Outdoor Liquor Café	500.00	150.00
CLASS I:	Special Event (Not-For-Profit Organization Owned or Leased Property)	400.00*	100.00**
CLASS J:	Special Event (Village-Owned Property (Beer And Wine Only)	400.00*	100.00**
CLASS K:	BYOB - Corkage License (Beer and Wine Only)	250.00	200.00
CLASS L:	Limited Special Event License; Tastings Of Beer And Wine And Beer And Wine Package Sales Only	345.00	357.00
CLASS M:	Theatre license	250.00	100.00
CLASS N:	Caterer's License	200.00	100.00
CLASS O:	Craft Beer, Wine, And Spirits Establishment License (On-Site Consumption And Packaged Sales)	1,000.00	1,000.00
CLASS Q:	Wine Establishment License (Wine Tasting And Retail Wine Sales By The Bottle; On-Site Consumption)	1,000.00	1,000.00

* *There is no special event license application fee for the holder of an existing Village-issued liquor license.*

** *The above $100 fee is a "renewal application fee" payable by an applicant in subsequent years to renew a special event license. For each special event license (5 or fewer events in one calendar year), there is a $25 per event fee, and for each additional event after the 5th event in one calendar year, there is a $15 per event fee.*

*** *Class "N" fees are higher for those entities not currently holding a liquor license issued by the Village of Western Springs. Consult the Village Code for current fees.*

AN OWNER MUST COMPLETE THIS APPLICATION. IF A MANAGER IS TO BE EMPLOYED BY THE OWNER, THE MANAGER WILL ALSO HAVE TO COMPLETE AND SUBMIT AN APPLICATION, WHICH WILL BE MARKED AS A "SUPPLEMENTAL APPLICATION." NO FEE WILL BE CHARGED TO PROCESS THE SUPPLEMENTAL APPLICATION. EACH LICENSE TERMINATES ON THE 31st DAY OF MARCH.

THE INFORMATION PROVIDED IN NOS. 1(A)-(S) MUST BE PROVIDED FOR EACH INDIVIDUAL WHO WILL AT ANY PARTICULAR TIME BE THE PERSON ON THE PREMISES WHO HAS SUPERVISORY OR MANAGEMENT RESPONSIBILITY OVER THE OTHER EMPLOYEES. PLEASE PROVIDE SUCH INFORMATION ON SEPARATE SHEETS OF PAPER. EACH SUCH MANAGEMENT PERSON MUST BE FINGERPRINTED BY THE WESTERN SPRINGS DEPARTMENT OF LAW ENFORCEMEMT SERVICES. APPOINTMENTS FOR FINGERPRINTING MUST BE MADE 72 HOURS IN ADVANCE. NO FINGERPRINTING WILL BE DONE WITHOUT SUCH AN APPOINTMENT.

SPECIAL EVENT LICENSE APPLICANTS MUST COMPLETE THE ATTACHED "SPECIAL EVENT RIDER."

1. INFORMATION ON APPLICANT AND PERSON COMPLETING THIS APPLICATION. Pursuant to Title 4, Chapter 1, Section 16 of the Western Springs Municipal Code, please provide the following information.

A. Name: Aron Dorner ☒ Male ☐ Female:

B. Mailing [redacted]

C. Address [redacted]

D. Home P [redacted]

E. Work Ph [redacted]

F. Citizens [redacted]

G. If natura [redacted]

H. Place of [redacted]

I. Driver's [redacted]

J. Height: [redacted]

K. Weight: [redacted]

L. Color of [redacted]

M. Color of [redacted]

N. Social S [redacted]

O. Vehicles [redacted]

P. Other ho [redacted]

Street Address	City, State, ZIP	Dates	
		From	To
[redacted]			

Q. Businesses owned or operated within the last 5 years that required a liquor license, stating: (a) Name of business; (b) State and municipal liquor license numbers; (c) Address; and (d) Phone number.

Business Name: _____

Address: _____ Phone Number: _____

Dates owned: From: _____ To: _____

Describe any liquor license incident requiring police intervention:

_____

_____

State liquor license #: _____ Date of license: _____

Municipal liquor license #: _____ Date of license: _____

Name, address and telephone number of municipality issuing liquor license: _____

_____

R. Has any of the Applicant's liquor licenses ever been suspended or revoked? If so, explain: _____

S. State your relationship to the business for which the license is sought. _____

2. Description of the premises at which business will be operated. Additionally, attach a floor plan or site plan

Total square feet: 800 Bar area Sq. Ft.: _____ Kitchen area Sq. Ft.: _____

No. of tables: 1 Type of food served: Packaged/ outsourced

No. of parking spaces: 1

3. If this is a new license application, what kind of business was previously conducted in the space where you intend to operate your business? Bar

4. Name of corporation to which license is to be issued. The Clever Drinker LLC

5. Name, address and phone number under which the licensed business will be operated.

Business Name: The Clever Drinker LLC

Address: 4354 Johnson Ave Phone Number: +16309089760

6. Does the Applicant own the building or the space in which the business is located? ☐ Yes ☒ No

[Attach/include proof of ownership (e.g., a deed) to this Application].

7. Does the Applicant lease the building or the space in which the business is located? ☒ Yes ☐ No

The expiration date of the Lease is: 5/16/2029 *[Attach a certified copy of Lease to this Application].*

8. Is the nearest part of any church building used for worship services or educational programs within 100 feet of the nearest part of the proposed licensed premises? ☐ Yes ☒ No

9. Is any school (other than an institution of higher learning), hospital, home for the aged or indigent persons or for veterans, their spouses, or children within 100 feet of the center of the proposed licensed premises?

☐ Yes ☒ No

10. Do you have or intend to have a manager or a management contract with another entity or person, who is not a bona fide employee, to manage the licensed business for you? ☐ Yes ☒ No

11. If the answer to Question Number 10 is "Yes," state the name, age, address and telephone number of the manager, or for a management company state the same information, as applicable, for the company and for any assigned representative of the company who will serve as the on-site manager.

Name: _____ Age: _____

Address: _____ Phone Number: _____

(The manager or management company must complete and submit an Application, which will be marked as a "Supplemental Application.")

12. How long has the Applicant been in the business of the retail sale of alcohol and describe the nature of its business experiences? na

13. Date of incorporation or organization of your company: 03/07/2023

(As applicable, attach a copy of the Articles of Incorporation, Articles of Organization, Shareholders Agreement, Operating Agreement and Partnership Agreement).

14. If the Applicant is a corporation or a limited liability company, has it ever been dissolved, either voluntarily or involuntarily? ☐ Yes ☒ No

If so, state the date of reinstatement: _____

15. If the Applicant is incorporated or organized in a state other than the State of Illinois, you must attach the document pursuant to which the company is qualified under Illinois law to transact business in Illinois.

16. List the names, addresses, dates of birth, telephone numbers and social security numbers of all Officers and Directors.

Name: Aron Dorner Address [redacted]

Date of Birt [redacted]

Name: [redacted]

Date of Birt [redacted]

Name: _____ Address: _____ Office Held: _____

Date of Birth: _____ SS#: _____ Phone No.: _____

17. List the names, addresses, dates of birth and social security numbers of all partners (if a partnership), members (if a limited liability company), or shareholders who own in the aggregate more than 5% of the stock of the corporation.

Name: Alex Corral Address [redacted]

Date [redacted]

Name: **Emily** Dorner Addre [redacted]

[redacted]

18. Is the Applicant a subsidiary of a parent corporation? ☐ Yes ☒ No

If so, state the name, address and telephone number of the parent corporation. *(The Local Liquor Control Commission has the right to require that the parent company complete and submit this Application).*

Name: _____ Address: _____ Phone No: _____

19. Is the Applicant obligated to pay a percentage of profits to any person or entity not listed in Question Numbers 17 and 18? ☐ Yes ☒ No

If so, explain and identify the name, address and telephone number of such persons or entities: _____

_____

Name: _____ Address: _____ Phone No: _____

Name: _____ Address: _____ Phone No: _____

20. Has the Applicant or any person listed in Questions Numbers 17 or 18 or any of your managers ever held another liquor license in the United States? ☐ Yes ☒ No

If so, state the dates, city and state of each license:

License Holder: _____ Date: _____

City and State: _____

License Holder: _____ Date: _____

City and State: _____

21. Has the Applicant or any person listed in Question Numbers 17 or 18 or any of your managers ever been denied a liquor license from any jurisdiction? ☐ Yes ☒ No

If so, state the date of particulars: _____

_____

_____

22. Has the Applicant or any person listed in Question Numbers 17 or 18 or any of your managers ever had a previous liquor license (whether wholesale or retail) revoked by the Federal Government or by any state, county or local government? ☐ Yes ☒ No

If so, explain: _____

_____

_____

23. Other than when making an initial application for a license, has the Applicant or any predecessor to or subsidiary or corporate parent entity of the Applicant ever been subject to charges, hearing violations, or citations of the *"State Liquor Control Act of 1934"* and any local liquor ordinance with respect to a liquor license? ☐ Yes ☒ No

If yes, please state the following:

Previous Licensor: _____ Licensee Name(s): _____

Licensee(s) Address: _____

Address of Licensed Premises: _____

Names of the licensed establishment and the date or dates of such revocation or suspension: _____

_____

_____

24. If the answer to either Question Numbers 22 or 23 is "Yes," **describe on a separate page** for each and every charge, violation, or citation: a) the date of the charge; b) the final disposition of the charge; and c) name, address and telephone number of the municipality or other jurisdiction bringing the charge.

If no charges were involved, state the reason for the investigation or hearing: _____

25. Has the Applicant or any person listed in Question Numbers 17 and 18 or any of your managers ever been found guilty of a felony or a misdemeanor, including but not limited to any gambling offense, concerning the sale or use of illegal drugs or any alcohol related traffic offense? ☐ Yes ☒ No

If so, explain the charge, the date, the city and state where the charge was brought, and the disposition. This must include all findings of guilty, whether subsequently vacated or not and shall specifically include any orders of court supervision, whether satisfactorily completed or not.

Name of Person: _____ Charge: _____

Date: _____ City and State: _____

Disposition: _____

Name of Person: _____ Charge: _____

Date: _____ City and State: _____

Disposition: _____

26. Please attach a verified financial statement showing the assets and liabilities of the Applicant dated no later than thirty (30) days prior to date of the Application. Additionally, a verified financial statement must be submitted for all persons who will share in the profits or losses of a limited liability company or a partnership, which seeks a liquor license, as well as for shareholders owning more than five percent (5%) of a corporation which applies for a license.

27. The Applicant's Retailer Occupational Tax Registration (ROT) Number: _____

The Applicant's Federal Employer Identification Number (FEIN): 92-2763465

28. Is the Applicant delinquent in the payment of the Retailer's Occupational Tax (sales tax)? ☐ Yes ☒ No

If the answer is "Yes," explain: _____

29. Is any person listed in Question Numbers 17 and 18 or any of your managers an elected public official?

☐ Yes ☒ No

If yes, state the office and unit of government: _____

30. Is any other person directly or indirectly connected with the operation, ownership or management of the Applicant's place of business or the premises to be licensed an elected public official? ☐ Yes ☒ No

If yes, state the particulars: _____

31. Does any person listed in Question Numbers 17 or 18 or any of your managers hold any law enforcement office?

☐ Yes ☒ No

If yes, name the person, title and agency:

Person: _____ Title: _____

Agency: _____

(When answering Question Numbers 32 through 39, the term "person" shall include any partnership in which the person was a partner, any limited liability company in which the person was a member, or any corporation in which the person was or is more than a 5% shareholder).

32. In the past two years, has any person listed in Question Numbers 17 or 18 or have any of your managers made any political contributions to any member of the Western Springs Board of Trustees or to any member of the Illinois State Liquor Commission? [redacted]

33. If the answer to question number 32 is "Yes," identify each contribution and the amount:

Contribution: _____ Amount: _____

Contribution: _____ Amount: _____

Contribution: _____ Amount: _____

34. Does any person listed in Question Numbers 17 and 18 or any of your managers possess a current Federal Wagering or Gambling Device Stamp? [redacted]

If yes, state the reasons _____

_____

35. State the value of goods, wares and merchandise to be used in the business that are purchased and on hand at this time: Nothing at this time

_____

36. If this is a renewal application, has the ownership or management changed in any manner since the prior application? ☐ Yes ☒ No

If yes, please explain the nature of the change(s): _____

_____

_____

37. Does the business that is proposed to be licensed currently carry Dram Shop insurance coverage for the premises or have a binder for Dram Shop Insurance coverage to be issued upon approval of the liquor license?

☒ Yes ☐ No

If yes, attach a copy of the insurance certificate or binder. The Applicant should provide the Village Manager with at least a binder during the application review process in order to expedite the consideration of the application. A certificate of insurance meeting the requirements of Title 4, Chapter 1, Section 20 of the Western Springs Municipal Code must be provided to the Village Manager following license approval in order for a liquor license to be issued.

38. Pursuant to Title 4, Chapter 1, Section 15 of the Western Springs Municipal Code, no license shall be issued if any of the below statements cannot be answered in the affirmative by the Applicant. By signing this Application, the Applicant affirmatively states that the Applicant is:

A. A person who is a resident of the Village (unless Subsections J, K or L apply).

B. A person of good character and reputation in the community in which he or she resides.

C. A person who is a citizen of the United States.

D. A person who has not been convicted of a felony under any federal or state law, unless the Local Liquor Control Commissioner determines, after investigation, that such person has been sufficiently rehabilitated to warrant the public trust after considering matters set forth in such person's application and the Commission's investigation. The burden of proof of sufficient rehabilitation shall be on the applicant.

E. A person who has not been convicted of being the keeper of or is not keeping a house of ill fame.

F. A person who has not been convicted of pandering, sexual molestation or other crime or misdemeanor opposed to decency and morality.

G. A person whose license to sell alcoholic liquor, whether issued under this Chapter or by any other governmental entity, has not been revoked for cause.

H. A person who at the time of application for renewal of license issued hereunder would be eligible for such license upon a first application.

I. A partnership, and all of the partners of such partnership qualified to obtain a license as individuals except for reason of residency.

J. A copartnership, if any general partnership thereof, or any limited partnership thereof, owning more than 5% of the aggregate limited partner interest in such copartnership would not be eligible to receive a license hereunder for any reason other than residence within the Village.

K. A corporation where:

(i.) No officer, manager or director thereof, or any stockholder or stockholders owning in the aggregate more than five percent (5%) of the stock of such corporation, is ineligible to receive a license hereunder for any reason other than citizenship and residency; and

(ii.) It is incorporated in Illinois and is in good standing under the laws of Illinois, or if an out of state or foreign corporation which is qualified under the Illinois Business Corporation Act to transact business in Illinois, it is in good standing under the state of incorporation.

L. A limited liability company where:

(i.) No officer, manager or director owning more than 5% of the aggregate ownership interest in such company is ineligible to receive a license hereunder for any reason hereunder other than citizenship and residency; and

(ii.) It is organized in Illinois and is in good standing under the laws of Illinois, or if an out of state or foreign limited liability company which is qualified under Illinois law to transact business in Illinois, it is in good standing under the state of organization.

M. A person whose place of business is conducted and physically controlled and operated by a manager or agent and such manager or agent possesses the same qualifications required of an individual licensee hereunder.

N. A person who has not been convicted of a violation of any federal or state law concerning the sale or use of illegal drugs, or the manufacture, possession or sale of alcoholic liquor, or has not forfeited his bond to appear in court to answer charges of any such violation, unless the Local Liquor Control Commissioner determines, after investigation, that such person has been sufficiently rehabilitated to warrant the public trust after considering matters set forth in such person's application and the Commission's investigation. The burden of proof of sufficient rehabilitation shall be on the applicant.

O. A person who either owns the premises (or the beneficial interest in a land trust owning the premises) for which a license is sought, or has a lease thereon for the full period for which the license is to be issued.

P. A person who is a beneficial owner of the business to be operated by the licensee.

Q. A person who is not a law enforcing public official, the village president, member of the board of trustees, member of the local liquor control commission or any other elected public official, unless said applicant is a member of the board of trustees (except for the village president who serves as the local liquor commissioner) who seeks a license in relation to premises that are located within the Village, provided (i) the sale of alcoholic liquor pursuant to the license is incidental to the selling of food, (ii) the issuance of the license is approved by the State Commission, (iii) the issuance of the license is in accordance with all applicable local ordinances in effect where the premises are located, and (iv) the official granted a license does not vote on alcoholic liquor issues pending before the Village Board.

R. A person or entity to whom a federal wagering stamp has not been issued by the federal government for the current tax period unless the person or entity is eligible to be issued a license under the Raffles Act or the Illinois Pull Tabs and Jar Games Act.

S. A person who has not been convicted of a gambling offense as proscribed by any of subsections (a) (3) through (a) (11) of Section 28-1 of, or as proscribed by Section 28-1.1 or 28-3 of, the Criminal Code of 1961, or as proscribed by a statute replaced by any of the aforesaid statutory provisions.

T. A person who is twenty-one (21) years of age or older.

39. Pursuant to Title 4, Chapter 1, Section 16 of the Western Springs Municipal Code, by signing this Application, the Applicant affirmatively states that:

A. The Applicant has not been convicted of a felony or any other offenses prohibited under Title 4 of the Western Springs Municipal Code.

B. The Applicant will not violate any of the laws of the Village, the State or of the United States in the conduct or operation of the place of business to be licensed.

40. The Applicant shall complete and submit with this Application an Authorization for Release of Information Relative to Application for Retail Liquor License on a form approved by the Village.

IF A NEW MANAGER HAS BEEN OR IS ADDED TO THE BUSINESS. THAT PERSON MUST CONTACT THE WESTERN SPRINGS DEPARTMENT OF LAW ENFORCEMENT SERVICES, (708) 246-1800, TO SET UP AN APPOINTMENT TO BE FINGERPRINTED AND MUST SUBMIT A SUPPLEMENTAL APPLICATION. THE APPOINTMENT SHOULD BE MADE MONDAY THROUGH FRIDAY FROM 9:00 A.M. TO 5:00 P.M.

A LIQUOR LICENSE IS NOT TRANSFERABLE. IF YOU ANTICIPATE A SALE OF THE BUSINESS, OR A CHANGE IN OWNERSHIP OR MANAGEMENT. IT IS YOUR SOLE RESPONSIBILITY TO ASSURE THAT THE REQUIRED NOTIFICATION AND/OR REAPPLICATION PROCESS IS STARTED AT LEAST 120 DAYS PRIOR TO THE CHANGE. ALL INVESTIGATIONS BY THE LOCAL AUTHORITIES MUST BE COMPLETED BEFORE THE LOCAL LIQUOR CONTROL COMMISSIONER AND LOCAL LIQUOR CONTROL COMMISSION WILL CONSIDER THE APPLICATION.

SIGNATORY PAGE

Corporate Seal
(If applicant is corporation)

STATE OF ILLINOIS)
) SS.
COUNTY OF C O O K)

The undersigned, Aron Dorner, first being duly sworn, under oath deposes and says that _he_ is/are the Applicant(s) for the license requested in the foregoing Application; that _he_ is/are of good repute, character and standing and that answers to the questions asked in the foregoing Application are true and correct in every detail. I further state that I have read and understand the Code provisions of the Western Springs Municipal Code that govern the sale and delivery of alcoholic beverages. I further agree not to violate any of the laws of the State of Illinois, the United States of America or any of the ordinances of the Village of Western Springs in the conduct of my place of business.

I ALSO UNDERSTAND THAT AN UNTRUE, INCORRECT OR MISLEADING ANSWER GIVEN IN THIS APPLICATION IS SUFFICIENT CAUSE FOR THE REFUSAL TO GRANT OR THE REVOCATION OF ANY LICENSE GRANTED PURSUANT TO THIS APPLICATION.

I further give my permission to the Village of Western Springs or any agency of the Village to check with any agency or individual named or referred to in this Application to verify or clarify any answer that I have given.

[redacted]

APPLICANT

Subscribed and Sworn to before me this 5 day of 4, 2026

NOTARY PUBLIC

APPLICATION APPROVED

Local Liquor Control Commissioner

OFFICIAL SEAL
LAUREN E FARROW
Notary Public, State of Illinois
Commission No. 1014230
My Commission Expires July 24, 2029

Date: _____

Business Plan: The Clever Drinker LLC

Date: May 5, 2026

Founders: Aron & Emily Dorner

Contact: 630-908-9760 - adorner86@gmail.com

1.0 Executive Summary

The Clever Drinker LLC is a modern, service-oriented wine retail and concierge business founded by Aron Dorner, a former London resident, bringing a worldly yet approachable perspective to the Western Springs community. Our mission is to demystify the world of wine by providing expertly sourced bottles, a curated monthly membership club, bespoke gifting services, and personal wine concierge services.

We will focus on building a strong client base through our retail sales, subscription program, concierge services, and by engaging with the community through partnerships with local businesses and participation in Village events, where legally permitted.

We are seeking the appropriate Village and State of Illinois licenses to allow for the sale of packaged alcoholic beverages, host small, intimate events, and to permit us to serve at sanctioned and/or ticketed external events. Our operational model is built on a foundation of safety, compliance, and responsible service to ensure we are a valued and respected member of the Western Springs business community.

2.0 Company Description

- Business Name: Clever Drinker LLC
- Location: 4534 Johnson Ave. This space was formerly occupied by Opry Provisions. We do not have plans to substantially change the interior of this unit. Rather, we will paint it and change furnishings for decorative and aesthetic purposes. Renderings are attached hereto in **Appendix A.**
- Hours of operation: Tuesday-Saturday 12pm - 8pm
- Legal Structure: Limited Liability Company, registered in the State of Illinois.
- Mission Statement: To provide a clever, curated, and unfussy approach to wine, making exceptional bottles and bespoke wine experiences accessible to our community.
- Founder’s Background: Our founder’s perspective is uniquely shaped by years spent in London, fostering a deep appreciation for both classic European wines and the modern, global wine scene. This background informs our "clever but not pretentious" philosophy, focusing on the story and quality behind every bottle.

- Business Philosophy: We believe choosing a great wine should be a simple pleasure. The Clever Drinker removes the intimidation factor by providing thoughtful curation and personal guidance, whether a customer is buying a single bottle, joining our club, or planning a milestone event.

3.0 Services Offered

The Clever Drinker will focus on a multi-faceted service model that we hope to grow according to the following timeline:

Phase 1

- Retail Sales: We will provide customers with a meticulously selected collection of wines from artisanal producers, focusing on quality, story, and technical excellence. We will also provide a limited selection of craft beers, canned cocktails, and spirits. Customers can expect professional guidance each time they shop, ensuring a personalized shopping experience that exceeds traditional retail standards. Customers will also be able to order for pickup through our website.
- Food: We will not prepare food on-premises. That said, we plan to partner with local licensed businesses to offer our customers small snack-like food options such as meats, cheeses, and crackers. All consumable products will be appropriately handled, sourced, and packaged in accordance with applicable requirements. We plan to partner with local businesses such as GP Italiano to host a pizza truck + wine on a monthly basis during weather-permitting months.
- Monthly Wine Membership: A subscription-based club where members receive two thoughtfully selected bottles of wine each month, complete with tasting notes and pairing suggestions. We may host membership “pickup parties” where members can stop in to pick up their monthly membership items and taste new wines that we are excited to share.
- Custom Gift Baskets & Hampers: Bespoke gift baskets and traditional British-style hampers featuring our wines, artisanal foods, and accessories for holidays and special occasions.

Phase 2

- Tastings: Curated tastings and educational workshops hosted within the retail space will build brand loyalty and drive product sales. A typical tasting will consist of a 2 oz pour of between 4-8 wines.
- Events: We are interested in hosting small, personal events, such as a 10 person private tasting to celebrate a milestone event.
- Personal Wine Concierge Services:

    - Trip Planning: Advising and helping to plan bespoke trips to global wine regions (e.g., Napa, Champagne, Loire Valley).
    - Cellar Curation: Providing services to help clients build, organize, and manage personal wine collections.
    - Event Advising: Curating wine selections for private parties, dinners, and large events.

Phase 3

- By the Glass Program: We are interested in having a small by-the-glass program where customers can come in and have a glass of wine while they shop, or alternatively sit down and take a small break and relax with a glass of wine. This phase will consist of 8-10 wines by the glass as an option for our patrons. A usual pour will consist of 3 and 5 oz pours dependent on the offering.

4.0 Operations Plan

- Business Model: The Clever Drinker will operate as a retail storefront with a parallel e-commerce storefront.
- Wine Sourcing: All alcoholic beverages will be purchased from licensed Illinois distributors in accordance with the state's three-tier system.
- Inventory Storage: Wine inventory will be stored on-site and secured via various levels of security depending on whether the store is open or closed.

5.0 Community Engagement & Responsible Service

- Community Partnership: We believe in supporting fellow local businesses. Our model for gift hampers and tasting events is designed to create collaborative opportunities with local florists, restaurants, and other retailers in Western Springs.
- Responsible Service Commitment:

- All principals and any future employees involved in the handling or delivery of alcohol will be BASSET certified.
- We will maintain a strict policy against service or delivery to minors or intoxicated persons.
- Our online platform will feature age gates and clear messaging about responsible consumption.

6.0 Licensing Request

The Clever Drinker LLC intends to operate in full compliance with all regulations set forth by the Village of Western Springs and the Illinois Liquor Control Commission (ILCC). We respectfully request guidance on and approval for the most appropriate local liquor license for our e-commerce and delivery-based model, which we believe may be a form of Package Liquor License that permits online sales and local delivery, in conjunction with the permissions needed for off-site event catering. We are committed to being a responsible, transparent, and valuable addition to the Western Springs community.

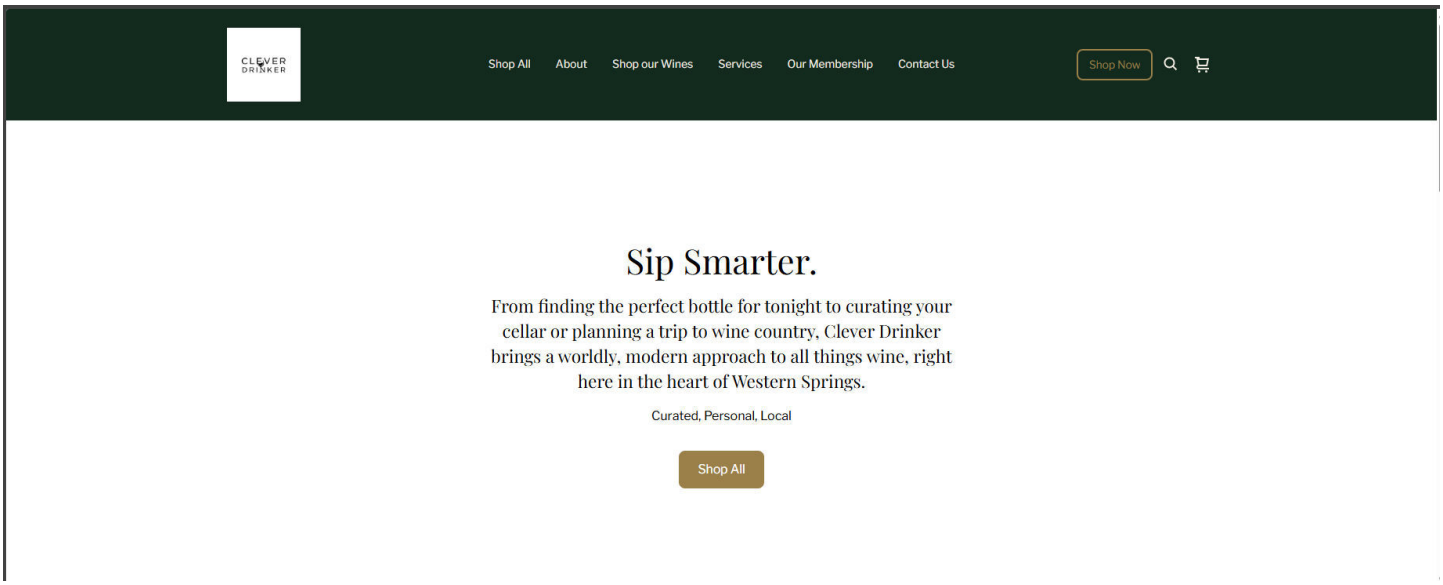
Appendix A










CLEVER DRINKER
Shop All
About
Shop our Wines
Services
Our Membership
Contact Us
Shop Now
Sip Smarter.
From finding the perfect bottle for tonight to curating your cellar or planning a trip to wine country, Clever Drinker brings a worldly, modern approach to all things wine, right here in the heart of Western Springs.
Curated, Personal, Local
Shop All

Group Exhibit "B"

Draft

ORDINANCE NO. 26-_____

AN ORDINANCE AMENDING TITLE 4 (LIQUOR CONTROL) OF THE WESTERN SPRINGS MUNICIPAL CODE RELATIVE TO THE NUMBER OF A CLASS "O" (CRAFT BEER, WINE AND SPIRITS ESTABLISHMENT LICENSE; ON-SITE CONSUMPTION AND PACKAGED SALES) LIQUOR LICENSE WHICH CAN BE ISSUED IN THE VILLAGE OF WESTERN SPRINGS, COOK COUNTY, ILLINOIS FOR THE RETAIL SALE OF ALCOHOLIC LIQUOR IN A SPECIALTY RETAIL STORE FOR AND ONSITE CONSUMPTION AND PACKAGED WITHIN THE LICENSED PREMISES LOCATED AT 4354 JOHNSON AVENUE, WESTERN SPRINGS, ILLINOIS (APPLICANT: The Clever Drinker LLC)

(attached)

ORDINANCE NO. 26-_____
VOTE:
AYES:_____
NAYS:_____
ABSTAIN:_____
ABSENT:_____
DATE: June 15, 2026.
OTHER: Roll Call Vote.

AN ORDINANCE AMENDING TITLE 4 (LIQUOR CONTROL) OF THE WESTERN SPRINGS MUNICIPAL CODE RELATIVE TO THE NUMBER OF A CLASS "O" (CRAFT BEER, WINE AND SPIRITS ESTABLISHMENT LICENSE; ON-SITE CONSUMPTION AND PACKAGED SALES) LIQUOR LICENSES WHICH CAN BE ISSUED IN THE VILLAGE OF WESTERN SPRINGS, COOK COUNTY, ILLINOIS FOR THE RETAIL SALE OF ALCOHOLIC LIQUOR IN A SPECIALTY RETAIL STORE FOR ONSITE CONSUMPTION AND PACKAGED SALES WITHIN THE LICENSED PREMISES LOCATED AT 4354 JOHNSON AVENUE, WESTERN SPRINGS, ILLINOIS (APPLICANT: The Clever Drinker LLC)

WHEREAS, The Clever Drinker LLC (managing members: Aron Dorner and Alex Corral) (the "Applicant/Owner") filed a liquor license application and the required application fee with the Village of Western Springs ("Village") for a Class "O" (Craft Beer, Wine And Spirits Establishment License; On-Site Consumption And Packaged Sales) a Liquor License (the "Application") for purposes of sale of alcoholic liquor in a specialty retail establishment primarily engaged in the sale of wine, craft beer, and artisanal spirits for limited consumption within the premises located at 4354 Johnson Avenue, Western Springs, Illinois (the "Specialty Retail Store" or the "Licensed Premises") and packaged sales. The Application is incorporated into this Ordinance by reference; and

WHEREAS, the Local Liquor Control Commission (the "Commission") held a public meeting on June 9, 2026 in regard to the Application for a Class "O" (Craft Beer, Wine And Spirits Establishment License; On-Site Consumption And Packaged Sales) Liquor License and issued its Recommendation No. 26-01 relative to the Application on that date. A copy of Recommendation No. 26-01 is incorporated by reference into this Ordinance. The Commission recommended that the Village Board approve the Class "O" (Craft Beer, Wine And Spirits Establishment License; On-Site Consumption And Packaged Sales) Liquor License to the Applicant/Owner, subject to the conditions set forth in Recommendation No. 26-01; and

WHEREAS, at its June 15, 2026, Meeting, the General Government Committee ("Committee") considered the Applicant/Owner's Application for a Class "O" (Craft Beer, Wine And Spirits Establishment License; On-Site Consumption And Packaged Sales) Liquor Licenses and then received and considered input from Village staff and provided an opportunity for public input regarding the Application. At the June 2, 2026, meeting, the Committee recommended that the Village Board approve issue a Class "O" (Craft Beer, Wine And Spirits Establishment License; On-Site Consumption And Packaged Sales) Liquor License to the Applicant/Owner; and

WHEREAS, the Local Liquor Control Commissioner has reviewed the Application and Recommendation No. 26-01 issued by the Commission and the Committee's recommendation and is supportive of Village Board approval of the issuance of a Class "O" (Craft Beer, Wine And Spirits

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Establishment License; On-Site Consumption And Packaged Sales) Liquor License to the Applicant/Owner; and

WHEREAS, the President and Board of Trustees of the Village of Western Springs find that the Applicant/Owner is eligible to hold a Class "O" (Craft Beer, Wine And Spirits Establishment License; On-Site Consumption And Packaged Sales) Liquor License, and is also in good standing with the Village and the Local Liquor Control Commissioner.

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

SECTION 1: Incorporation. Each Whereas paragraph set forth above is incorporated by reference into this Section 1.

SECTION 2: Approval of Amendment to Liquor License Ordinance. The President and Board of Trustees approve an amendment to Title 4 (Liquor Control), Chapter 1 (Alcoholic Liquor), Section 4-1-10A(15a) (Limitation on Number of Licenses) of the Western Springs Municipal Code to increase the number of Class "O" (Craft Beer, Wine And Spirits Establishment License; On-Site Consumption And Packaged Sales) Liquor Licenses that can be issued by the Local Liquor Control Commissioner from zero (0) to one (1) for purposes of the issuance of a Class "O" (Craft Beer, Wine And Spirits Establishment License; On-Site Consumption And Packaged Sales) Liquor License to The Clever Drinker LLC to permit the sale of alcoholic liquor at specialty retail establishment primarily engaged in the sale of wine, craft beer, and artisanal spirits for limited consumption within the premises located at 4354 Johnson Avenue, Western Springs, Illinois (the "Specialty Retail Store" or the "Licensed Premises") and packaged sales. Upon issuance of the Class "O" (Craft Beer, Wine And Spirits Establishment License; On-Site Consumption And Packaged Sales) Liquor License by the Local Liquor Control Commissioner, Section 4-1-10A(15a) (Limitation on Number of Licenses) of the Western Springs Municipal Code shall be created to read, in its entirety, as follows (new text is marked with underlining; deletions to existing text marked using strikethrough):

> "a. The Clever Drinker LLC for a specialty retail store located at 4354 Johnson Avenue, Western Springs, Illinois."

SECTION 3: Authorization to Issue New Class "O" (Craft Beer, Wine And Spirits Establishment License; On-Site Consumption And Packaged Sales) Liquor License Subject to Conditions. The President and Board of Trustees of the Village of Western Springs authorize the Local Liquor Control Commissioner to issue a Class "O" (Craft Beer, Wine And Spirits Establishment License; On-Site Consumption And Packaged Sales) Liquor License created under Section 3 of this Ordinance to The Clever Drinker, LLC for the sole purpose of permitting the sale at retail of alcoholic liquor in a specialty retail store for consumption only within the Licensed Premises located at 4354 Johnson Avenue, Western Springs, Illinois, SUBJECT TO THE CONDITIONS SET FORTH BELOW IN SECTION 4.

SECTION 4: Conditions for New Class "O" (Craft Beer, Wine And Spirits Establishment License; On-Site Consumption And Packaged Sales) Liquor License and Applicant. The Local Liquor Control Commissioner shall not issue the Class "O" (Craft Beer, Wine And Spirits Establishment License; On-Site Consumption And Packaged Sales) Liquor License to The Clever Drinker LLC until the following conditions

are satisfied, which conditions must be complied with for the duration of the Liquor License (as applicable):

A. The Applicant/Owner shall provide to the Village Manager written proof from an insurer that the required Dram Shop Insurance (minimum $1,000,000 coverage limits per Section 4-1-20 (Insurance Requirements) of the Municipal Code) has been purchased to cover the retail sale of alcoholic liquor to patrons of the Licensed Premises.

B. The Applicant/Owner shall obtain and maintain a business license from the Village for the Licensed Premises.

C. There shall be one or more on-site managers, who has applied to the Village and is qualified to serve in such capacity under the Village's Liquor Control Ordinance, physically present within the Licensed Premises at all times that alcoholic liquor is being sold.

D. The following individuals shall serve as the initial on-site managers: Aron Dorner and/or Alex Corral. If additional on-site managers are necessary to operate the convenience retail location, or the above-listed initial on-site manager is replaced, the Applicant/Owner and the new, proposed on-site managers are each required to file with the Village a completed Supplemental Liquor Application signed by the proposed on-site manager that satisfies the liquor license eligibility and application requirements of the Village's Liquor Control Ordinance (Title 4). The proposed on-site managers must satisfactorily pass the required criminal background check and the required Village staff investigations. Copies of the Supplemental Liquor Application, criminal background check report and Village staff investigation reports shall be submitted to the Local Liquor Control Commissioner and the Village Attorney for review.

E. The Applicant/Owner and its on-site manager(s) shall meet periodically with the Local Liquor Control Commissioner, at their request, to discuss the retail sale of alcoholic liquor in the convenience retail location and shall provide the Commissioner with information relative to its operations upon request.

F. The Applicant/Owner and its on-site manager(s) shall comply with all of the applicable provisions of federal, State and county laws and regulations, and the Western Springs Municipal Code, including, without limitation, the regulations of Title 4 (Liquor Control Ordinance) as well as the regulations for a "O" (Craft Beer, Wine And Spirits Establishment License; On-Site Consumption And Packaged Sales) Liquor License set forth at Section 4-1-9(O) (Class O Liquor License), the applicable provisions of the Illinois Liquor Control Act of 1934, including the State laws governing retail sales of alcoholic liquor, the conditions set forth in this Section 4 and any other conditions or regulations imposed from time to time by the President and Board of Trustees of the Village or the Local Liquor Control Commissioner.

G. All retail sales of alcoholic liquor pursuant to the Class "O" (Craft Beer, Wine And Spirits Establishment License; On-Site Consumption And Packaged Sales) Liquor License shall take place within the Restaurant Establishment at 4354 Johnson Avenue , Western Springs, Illinois.

H. Alcoholic liquor shall be sold by the Basset-trained staff who are at least 21 years old. The staff shall sell alcoholic liquor only to patrons who are 21 years old or older.

I. Hours: The operation of the convenience retail liquor sales shall be permitted only for Regular Hours Of Operation between the hours of eleven o'clock (11:00) A.M. and twelve o'clock (12:00) midnight on Mondays through Thursdays; between the hours of eleven o'clock (11:00) A.M. and one o'clock (1:00) A.M. on Fridays/Saturdays and Saturdays/Sundays (note: the one o'clock (1:00) A.M. closing time carries over to the next following day); and between the hours of eleven o'clock (11:00) A.M. and eleven o'clock (11:00) P.M. on Sundays, except alcoholic liquor may be sold, given away or offered for sale within the licensed premises between the hours of eleven o'clock (11:00) P.M. on New Year's Eve Day and one o'clock (1:00) A.M. on New Year's Day.

J. The assumed name or "doing business as" name and any related signage that is used by the Applicant/Owner shall conform to the applicable regulations of Title 4 (Liquor Control) of the Western Springs Municipal Code.

K. If within **one hundred eighty (180) calendar days of the approval date of this Ordinance** the Local Liquor Control Commissioner has not issued the Class "O" (Craft Beer, Wine And Spirits Establishment License; On-Site Consumption And Packaged Sales) Liquor License to the Applicant/Owner or advised in writing of their intention to issue the Class "O" (Craft Beer, Wine And Spirits Establishment License; On-Site Consumption And Packaged Sales) Liquor License upon satisfaction of one or more conditions then this Ordinance shall automatically become null and void without any further action or notice by the Corporate Authorities of the Village or the Local Liquor Control Commissioner.

L. The President and Board of Trustees of the Village of Western Springs or the Local Liquor Control Commissioner shall have the right to impose additional regulations and conditions on the Applicant/Owner and its on-site manager(s) relative to its retail sale of alcoholic liquor any time during the initial license year or any time thereafter when a renewal license is in effect.

M. The Applicant/Owner and its on-site store manager(s) shall comply with all of the applicable provisions of the Western Springs Municipal Code, including, without limitation, the regulations of the Village's Liquor Control Ordinance (Title 4) as well as the regulations for a Class "O" (Craft Beer, Wine, and Spirits Establishment License (On-site consumption and packaged sales)) Liquor License set forth at Section 4-1-9(O), the conditions set forth in this Section 3, and any other conditions or regulations imposed from time to time by the President and Board of Trustees of the Village or the Local Liquor Control Commissioner.

N. As part of operating a craft beer, wine and spirits store and food and coffee shop under a Class "O" (Craft Beer, Wine, and Spirits Establishment License (On-site consumption and packaged sales)) Liquor License at the 4354 Johnson Avenue property, the Applicant/Owner and its on-site manager(s) agree to operate a separate, dedicated cash register or sales tracking system for purposes of tracking the retail sales of food and alcoholic beverages.

O. Alcoholic liquor shall be sold by the Bassett/TIPS-trained staff who are at least 21 years old.

P. Tastings conducted in the Licensed Premise will be limited to a maximum of eight (8) tastings per person. Taskings will be limited to two (2) ounce pours.

Q. Purchase of beverages by the glass will be limited to three (3) beverages per person. Beverages for purchase by the glass will be limited five (5) ounces.

R. The specialty retail store will contain retail items for sale in addition to acholoic beverages as described in **Exhibit A**.

S. The Applicant/Owner must comply with all restrictions related to packaged sale, definitions, and restrictions as defined in Section 4-1-9(O) (Class O License) of the Western Springs Municipal Code.

SECTION 5: Conflicts and Repealer. Any Ordinance, or portion thereof, in conflict herewith is repealed to the extent of such conflict. Except as to the amendments heretofore mentioned, all Chapters and Sections of the Municipal Code of the Village of Western Springs shall remain in full force and effect.

SECTION 6: Severability and Validity. Each section, paragraph, clause and provision of this Ordinance is separable, and if any portion of this Ordinance is held unconstitutional or invalid for any reason, such decision shall not affect the remainder of this Ordinance, nor any part thereof, other than that part affected by such decision.

SECTION 7: Effective Date. This Ordinance shall be in full force and effect from and after its adoption, approval and publication as provided by State law.

PASSED by a roll call vote of the Board of Trustees of the Village of Western Springs, Cook County, Illinois, at a Regular Meeting thereof, held on the 15th day of June, 2026, and approved by me as Village President, and attested by the Village Clerk, on the same day.

_____
Heidi Rudolph, Village President

_____
Edward Tymick, Village Clerk

This Ordinance was published by me in pamphlet form on the 15th day of June, 2026.

_____
Edward Tymick, Village Clerk

Draft

ACKNOWLEDGEMENT AND CONSENT
TO THE PROVISIONS OF WESTERN SPRINGS ORDINANCE NO. 26-____
AND AGREEMENT TO COMPLY WITH AND FULFILL
THE CONDITIONS SET FORTH ABOVE IN THIS ORDINANCE

We, Aron Dorner and Alex Corral have read the conditions set forth in the above-referenced Ordinance, including those contained in Section 4, and agree to be bound by the same.

The Clever Drinker LLC (Applicant/Owner)

By:_____
Aron Dorner, Managing Member

Date:_____

By:_____
Notary Public

Date:_____

Commission Expires:_____

By:_____
Alex Corral, Member

Date:_____

By:_____
Notary Public

Date:_____

Commission Expires:_____

Draft

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

CLERK'S CERTIFICATE

I, Edward Tymick, Clerk of the Village of Western Springs, in the County of Cook and State of Illinois, certify that the attached document is a true and correct copy of that certain Ordinance now on file in my office, entitled:

ORDINANCE NO. 25-_____

AN ORDINANCE AMENDING TITLE 4 (LIQUOR CONTROL) OF THE WESTERN SPRINGS MUNICIPAL CODE RELATIVE TO THE NUMBER OF A CLASS "O" (CRAFT BEER, WINE AND SPIRITS ESTABLISHMENT LICENSE; ON-SITE CONSUMPTION AND PACKAGED SALES) LIQUOR LICENSE WHICH CAN BE ISSUED IN THE VILLAGE OF WESTERN SPRINGS, COOK COUNTY, ILLINOIS FOR THE RETAIL SALE OF ALCOHOLIC LIQUOR IN A SPECIALTY RETAIL STORE FOR AND ONSITE CONSUMPTION AND PACKAGED WITHIN THE LICENSED PREMISES LOCATED AT 4354 JOHNSON AVENUE, WESTERN SPRINGS, ILLINOIS (APPLICANT: The Clever Drinker LLC)

which Ordinance was passed by a roll call vote of the Board of Trustees of the Village of Western Springs at a Regular Meeting on the 15th day of June, 2026, at which meeting a quorum was present, and approved by the President of the Village of Western Springs on the 15th day of June, 2026.

I further certify that the vote on the question of the passage of said Ordinance by the Board of Trustees of the Village of Western Springs was taken by Ayes and Nays and recorded in the minutes 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 Ordinance, of which the foregoing 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 15th day of June, 2026.

_____
Edward Tymick, Village Clerk

[SEAL]

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ORDINANCE NO. 26-_____
VOTE:
AYES:_____
NAYS:_____
ABSTAIN:_____
ABSENT:_____
DATE: June 15, 2026.
OTHER: Roll Call Vote.

AN ORDINANCE AMENDING TITLE 4 (LIQUOR CONTROL) OF THE WESTERN SPRINGS MUNICIPAL CODE RELATIVE TO THE NUMBER OF A CLASS "O" (CRAFT BEER, WINE AND SPIRITS ESTABLISHMENT LICENSE; ON-SITE CONSUMPTION AND PACKAGED SALES) LIQUOR LICENSES WHICH CAN BE ISSUED IN THE VILLAGE OF WESTERN SPRINGS, COOK COUNTY, ILLINOIS FOR THE RETAIL SALE OF ALCOHOLIC LIQUOR IN A SPECIALTY RETAIL STORE FOR ONSITE CONSUMPTION AND PACKAGED SALES WITHIN THE LICENSED PREMISES LOCATED AT 4354 JOHNSON AVENUE, WESTERN SPRINGS, ILLINOIS (APPLICANT: The Clever Drinker LLC)

WHEREAS, The Clever Drinker LLC (managing members: Aron Dorner and Alex Corral) (the "Applicant/Owner") filed a liquor license application and the required application fee with the Village of Western Springs ("Village") for a Class "O" (Craft Beer, Wine And Spirits Establishment License; On-Site Consumption And Packaged Sales) a Liquor License (the "Application") for purposes of sale of alcoholic liquor in a specialty retail establishment primarily engaged in the sale of wine, craft beer, and artisanal spirits for limited consumption within the premises located at 4354 Johnson Avenue, Western Springs, Illinois (the "Specialty Retail Store" or the "Licensed Premises") and packaged sales. The Application is incorporated into this Ordinance by reference; and

WHEREAS, the Local Liquor Control Commission (the "Commission") held a public meeting on June 9, 2026 in regard to the Application for a Class "O" (Craft Beer, Wine And Spirits Establishment License; On-Site Consumption And Packaged Sales) Liquor License and issued its Recommendation No. 26-01 relative to the Application on that date. A copy of Recommendation No. 26-01 is incorporated by reference into this Ordinance. The Commission recommended that the Village Board approve the Class "O" (Craft Beer, Wine And Spirits Establishment License; On-Site Consumption And Packaged Sales) Liquor License to the Applicant/Owner, subject to the conditions set forth in Recommendation No. 26-01; and

WHEREAS, at its June 15, 2026, Meeting, the General Government Committee ("Committee") considered the Applicant/Owner's Application for a Class "O" (Craft Beer, Wine And Spirits Establishment License; On-Site Consumption And Packaged Sales) Liquor Licenses and then received and considered input from Village staff and provided an opportunity for public input regarding the Application. At the June 2, 2026, meeting, the Committee recommended that the Village Board approve issue a Class "O" (Craft Beer, Wine And Spirits Establishment License; On-Site Consumption And Packaged Sales) Liquor License to the Applicant/Owner; and

WHEREAS, the Local Liquor Control Commissioner has reviewed the Application and Recommendation No. 26-01 issued by the Commission and the Committee's recommendation and is supportive of Village Board approval of the issuance of a Class "O" (Craft Beer, Wine And Spirits

Establishment License; On-Site Consumption And Packaged Sales) Liquor License to the Applicant/Owner; and

WHEREAS, the President and Board of Trustees of the Village of Western Springs find that the Applicant/Owner is eligible to hold a Class "O" (Craft Beer, Wine And Spirits Establishment License; On-Site Consumption And Packaged Sales) Liquor License, and is also in good standing with the Village and the Local Liquor Control Commissioner.

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

SECTION 1: Incorporation. Each Whereas paragraph set forth above is incorporated by reference into this Section 1.

SECTION 2: Approval of Amendment to Liquor License Ordinance. The President and Board of Trustees approve an amendment to Title 4 (Liquor Control), Chapter 1 (Alcoholic Liquor), Section 4-1-10A(15a) (Limitation on Number of Licenses) of the Western Springs Municipal Code to increase the number of Class "O" (Craft Beer, Wine And Spirits Establishment License; On-Site Consumption And Packaged Sales) Liquor Licenses that can be issued by the Local Liquor Control Commissioner from zero (0) to one (1) for purposes of the issuance of a Class "O" (Craft Beer, Wine And Spirits Establishment License; On-Site Consumption And Packaged Sales) Liquor License to The Clever Drinker LLC to permit the sale of alcoholic liquor at specialty retail establishment primarily engaged in the sale of wine, craft beer, and artisanal spirits for limited consumption within the premises located at 4354 Johnson Avenue, Western Springs, Illinois (the "Specialty Retail Store" or the "Licensed Premises") and packaged sales. Upon issuance of the Class "O" (Craft Beer, Wine And Spirits Establishment License; On-Site Consumption And Packaged Sales) Liquor License by the Local Liquor Control Commissioner, Section 4-1-10A(15a) (Limitation on Number of Licenses) of the Western Springs Municipal Code shall be created to read, in its entirety, as follows (new text is marked with underlining; deletions to existing text marked using strikethrough):

> "a. The Clever Drinker LLC for a specialty retail store located at 4354 Johnson Avenue, Western Springs, Illinois."

SECTION 3: Authorization to Issue New Class "O" (Craft Beer, Wine And Spirits Establishment License; On-Site Consumption And Packaged Sales) Liquor License Subject to Conditions. The President and Board of Trustees of the Village of Western Springs authorize the Local Liquor Control Commissioner to issue a Class "O" (Craft Beer, Wine And Spirits Establishment License; On-Site Consumption And Packaged Sales) Liquor License created under Section 3 of this Ordinance to The Clever Drinker, LLC for the sole purpose of permitting the sale at retail of alcoholic liquor in a specialty retail store for consumption only within the Licensed Premises located at 4354 Johnson Avenue, Western Springs, Illinois, SUBJECT TO THE CONDITIONS SET FORTH BELOW IN SECTION 4.

SECTION 4: Conditions for New Class "O" (Craft Beer, Wine And Spirits Establishment License; On-Site Consumption And Packaged Sales) Liquor License and Applicant. The Local Liquor Control Commissioner shall not issue the Class "O" (Craft Beer, Wine And Spirits Establishment License; On-Site Consumption And Packaged Sales) Liquor License to The Clever Drinker LLC until the following conditions

are satisfied, which conditions must be complied with for the duration of the Liquor License (as applicable):

A. The Applicant/Owner shall provide to the Village Manager written proof from an insurer that the required Dram Shop Insurance (minimum $1,000,000 coverage limits per Section 4-1-20 (Insurance Requirements) of the Municipal Code) has been purchased to cover the retail sale of alcoholic liquor to patrons of the Licensed Premises.

B. The Applicant/Owner shall obtain and maintain a business license from the Village for the Licensed Premises.

C. There shall be one or more on-site managers, who has applied to the Village and is qualified to serve in such capacity under the Village's Liquor Control Ordinance, physically present within the Licensed Premises at all times that alcoholic liquor is being sold.

D. The following individuals shall serve as the initial on-site managers: Aron Dorner and/or Alex Corral. If additional on-site managers are necessary to operate the convenience retail location, or the above-listed initial on-site manager is replaced, the Applicant/Owner and the new, proposed on-site managers are each required to file with the Village a completed Supplemental Liquor Application signed by the proposed on-site manager that satisfies the liquor license eligibility and application requirements of the Village's Liquor Control Ordinance (Title 4). The proposed on-site managers must satisfactorily pass the required criminal background check and the required Village staff investigations. Copies of the Supplemental Liquor Application, criminal background check report and Village staff investigation reports shall be submitted to the Local Liquor Control Commissioner and the Village Attorney for review.

E. The Applicant/Owner and its on-site manager(s) shall meet periodically with the Local Liquor Control Commissioner, at their request, to discuss the retail sale of alcoholic liquor in the convenience retail location and shall provide the Commissioner with information relative to its operations upon request.

F. The Applicant/Owner and its on-site manager(s) shall comply with all of the applicable provisions of federal, State and county laws and regulations, and the Western Springs Municipal Code, including, without limitation, the regulations of Title 4 (Liquor Control Ordinance) as well as the regulations for a "O" (Craft Beer, Wine And Spirits Establishment License; On-Site Consumption And Packaged Sales) Liquor License set forth at Section 4-1-9(O) (Class O Liquor License), the applicable provisions of the Illinois Liquor Control Act of 1934, including the State laws governing retail sales of alcoholic liquor, the conditions set forth in this Section 4 and any other conditions or regulations imposed from time to time by the President and Board of Trustees of the Village or the Local Liquor Control Commissioner.

G. All retail sales of alcoholic liquor pursuant to the Class "O" (Craft Beer, Wine And Spirits Establishment License; On-Site Consumption And Packaged Sales) Liquor License shall take place within the Restaurant Establishment at 4354 Johnson Avenue , Western Springs, Illinois.

H. Alcoholic liquor shall be sold by the Basset-trained staff who are at least 21 years old. The staff shall sell alcoholic liquor only to patrons who are 21 years old or older.

I. Hours: The operation of the convenience retail liquor sales shall be permitted only for Regular Hours Of Operation between the hours of eleven o'clock (11:00) A.M. and twelve o'clock (12:00) midnight on Mondays through Thursdays; between the hours of eleven o'clock (11:00) A.M. and one o'clock (1:00) A.M. on Fridays/Saturdays and Saturdays/Sundays (note: the one o'clock (1:00) A.M. closing time carries over to the next following day); and between the hours of eleven o'clock (11:00) A.M. and eleven o'clock (11:00) P.M. on Sundays, except alcoholic liquor may be sold, given away or offered for sale within the licensed premises between the hours of eleven o'clock (11:00) P.M. on New Year's Eve Day and one o'clock (1:00) A.M. on New Year's Day.

J. The assumed name or "doing business as" name and any related signage that is used by the Applicant/Owner shall conform to the applicable regulations of Title 4 (Liquor Control) of the Western Springs Municipal Code.

K. If within **one hundred eighty (180) calendar days of the approval date of this Ordinance** the Local Liquor Control Commissioner has not issued the Class "O" (Craft Beer, Wine And Spirits Establishment License; On-Site Consumption And Packaged Sales) Liquor License to the Applicant/Owner or advised in writing of their intention to issue the Class "O" (Craft Beer, Wine And Spirits Establishment License; On-Site Consumption And Packaged Sales) Liquor License upon satisfaction of one or more conditions then this Ordinance shall automatically become null and void without any further action or notice by the Corporate Authorities of the Village or the Local Liquor Control Commissioner.

L. The President and Board of Trustees of the Village of Western Springs or the Local Liquor Control Commissioner shall have the right to impose additional regulations and conditions on the Applicant/Owner and its on-site manager(s) relative to its retail sale of alcoholic liquor any time during the initial license year or any time thereafter when a renewal license is in effect.

M. The Applicant/Owner and its on-site store manager(s) shall comply with all of the applicable provisions of the Western Springs Municipal Code, including, without limitation, the regulations of the Village's Liquor Control Ordinance (Title 4) as well as the regulations for a Class "O" (Craft Beer, Wine, and Spirits Establishment License (On-site consumption and packaged sales)) Liquor License set forth at Section 4-1-9(O), the conditions set forth in this Section 3, and any other conditions or regulations imposed from time to time by the President and Board of Trustees of the Village or the Local Liquor Control Commissioner.

N. As part of operating a craft beer, wine and spirits store and food and coffee shop under a Class "O" (Craft Beer, Wine, and Spirits Establishment License (On-site consumption and packaged sales)) Liquor License at the 4354 Johnson Avenue property, the Applicant/Owner and its on-site manager(s) agree to operate a separate, dedicated cash register or sales tracking system for purposes of tracking the retail sales of food and alcoholic beverages.

O. Alcoholic liquor shall be sold by the Bassett/TIPS-trained staff who are at least 21 years old.

P. Tastings conducted in the Licensed Premise will be limited to a maximum of eight (8) tastings per person. Taskings will be limited to two (2) ounce pours.

Q. Purchase of beverages by the glass will be limited to three (3) beverages per person. Beverages for purchase by the glass will be limited five (5) ounces.

R. The specialty retail store will contain retail items for sale in addition to acholic beverages as described in **Exhibit A**.

S. The Applicant/Owner must comply with all restrictions related to packaged sale, definitions, and restrictions as defined in Section 4-1-9(O) (Class O License) of the Western Springs Municipal Code.

SECTION 5: Conflicts and Repealer. Any Ordinance, or portion thereof, in conflict herewith is repealed to the extent of such conflict. Except as to the amendments heretofore mentioned, all Chapters and Sections of the Municipal Code of the Village of Western Springs shall remain in full force and effect.

SECTION 6: Severability and Validity. Each section, paragraph, clause and provision of this Ordinance is separable, and if any portion of this Ordinance is held unconstitutional or invalid for any reason, such decision shall not affect the remainder of this Ordinance, nor any part thereof, other than that part affected by such decision.

SECTION 7: Effective Date. This Ordinance shall be in full force and effect from and after its adoption, approval and publication as provided by State law.

PASSED by a roll call vote of the Board of Trustees of the Village of Western Springs, Cook County, Illinois, at a Regular Meeting thereof, held on the 15th day of June, 2026, and approved by me as Village President, and attested by the Village Clerk, on the same day.

_____
Heidi Rudolph, Village President

_____
Edward Tymick, Village Clerk

This Ordinance was published by me in pamphlet form on the 15th day of June, 2026.

_____
Edward Tymick, Village Clerk

ACKNOWLEDGEMENT AND CONSENT
TO THE PROVISIONS OF WESTERN SPRINGS ORDINANCE NO. 26-____
AND AGREEMENT TO COMPLY WITH AND FULFILL
THE CONDITIONS SET FORTH ABOVE IN THIS ORDINANCE

We, Aron Dorner and Alex Corral have read the conditions set forth in the above-referenced Ordinance, including those contained in Section 4, and agree to be bound by the same.

The Clever Drinker LLC (Applicant/Owner)

By:_____
Aron Dorner, Managing Member

Date:_____

By:_____
Notary Public

Date:_____

Commission Expires:_____

By:_____
Alex Corral, Member

Date:_____

By:_____
Notary Public

Date:_____

Commission Expires:_____

Exhibit "A"

Liquor License Application for "O" (Craft Beer, Wine, And Spirits Establishment License (On-Site Consumption And Packaged Sales)

Attachments

(Attached)

Business Plan: The Clever Drinker LLC

Date: May 5, 2026

Founders: Aron & Emily Dorner

Contact: 630-908-9760 - adorner86@gmail.com

1.0 Executive Summary

The Clever Drinker LLC is a modern, service-oriented wine retail and concierge business founded by Aron Dorner, a former London resident, bringing a worldly yet approachable perspective to the Western Springs community. Our mission is to demystify the world of wine by providing expertly sourced bottles, a curated monthly membership club, bespoke gifting services, and personal wine concierge services.

We will focus on building a strong client base through our retail sales, subscription program, concierge services, and by engaging with the community through partnerships with local businesses and participation in Village events, where legally permitted.

We are seeking the appropriate Village and State of Illinois licenses to allow for the sale of packaged alcoholic beverages, host small, intimate events, and to permit us to serve at sanctioned and/or ticketed external events. Our operational model is built on a foundation of safety, compliance, and responsible service to ensure we are a valued and respected member of the Western Springs business community.

2.0 Company Description

- Business Name: Clever Drinker LLC
- Location: 4534 Johnson Ave. This space was formerly occupied by Opry Provisions. We do not have plans to substantially change the interior of this unit. Rather, we will paint it and change furnishings for decorative and aesthetic purposes. Renderings are attached hereto in **Appendix A.**
- Hours of operation: Tuesday-Saturday 12pm - 8pm
- Legal Structure: Limited Liability Company, registered in the State of Illinois.
- Mission Statement: To provide a clever, curated, and unfussy approach to wine, making exceptional bottles and bespoke wine experiences accessible to our community.
- Founder’s Background: Our founder’s perspective is uniquely shaped by years spent in London, fostering a deep appreciation for both classic European wines and the modern, global wine scene. This background informs our "clever but not pretentious" philosophy, focusing on the story and quality behind every bottle.

- Business Philosophy: We believe choosing a great wine should be a simple pleasure. The Clever Drinker removes the intimidation factor by providing thoughtful curation and personal guidance, whether a customer is buying a single bottle, joining our club, or planning a milestone event.

3.0 Services Offered

The Clever Drinker will focus on a multi-faceted service model that we hope to grow according to the following timeline:

Phase 1

- Retail Sales: We will provide customers with a meticulously selected collection of wines from artisanal producers, focusing on quality, story, and technical excellence. We will also provide a limited selection of craft beers, canned cocktails, and spirits. Customers can expect professional guidance each time they shop, ensuring a personalized shopping experience that exceeds traditional retail standards. Customers will also be able to order for pickup through our website.
- Food: We will not prepare food on-premises. That said, we plan to partner with local licensed businesses to offer our customers small snack-like food options such as meats, cheeses, and crackers. All consumable products will be appropriately handled, sourced, and packaged in accordance with applicable requirements. We plan to partner with local businesses such as GP Italiano to host a pizza truck + wine on a monthly basis during weather-permitting months.
- Monthly Wine Membership: A subscription-based club where members receive two thoughtfully selected bottles of wine each month, complete with tasting notes and pairing suggestions. We may host membership “pickup parties” where members can stop in to pick up their monthly membership items and taste new wines that we are excited to share.
- Custom Gift Baskets & Hampers: Bespoke gift baskets and traditional British-style hampers featuring our wines, artisanal foods, and accessories for holidays and special occasions.

Phase 2

- Tastings: Curated tastings and educational workshops hosted within the retail space will build brand loyalty and drive product sales. A typical tasting will consist of a 2 oz pour of between 4-8 wines.
- Events: We are interested in hosting small, personal events, such as a 10 person private tasting to celebrate a milestone event.
- Personal Wine Concierge Services:

    - Trip Planning: Advising and helping to plan bespoke trips to global wine regions (e.g., Napa, Champagne, Loire Valley).
    - Cellar Curation: Providing services to help clients build, organize, and manage personal wine collections.
    - Event Advising: Curating wine selections for private parties, dinners, and large events.

Phase 3

- By the Glass Program: We are interested in having a small by-the-glass program where customers can come in and have a glass of wine while they shop, or alternatively sit down and take a small break and relax with a glass of wine. This phase will consist of 8-10 wines by the glass as an option for our patrons. A usual pour will consist of 3 and 5 oz pours dependent on the offering.

4.0 Operations Plan

- Business Model: The Clever Drinker will operate as a retail storefront with a parallel e-commerce storefront.
- Wine Sourcing: All alcoholic beverages will be purchased from licensed Illinois distributors in accordance with the state's three-tier system.
- Inventory Storage: Wine inventory will be stored on-site and secured via various levels of security depending on whether the store is open or closed.

5.0 Community Engagement & Responsible Service

- Community Partnership: We believe in supporting fellow local businesses. Our model for gift hampers and tasting events is designed to create collaborative opportunities with local florists, restaurants, and other retailers in Western Springs.
- Responsible Service Commitment:

- All principals and any future employees involved in the handling or delivery of alcohol will be BASSET certified.
- We will maintain a strict policy against service or delivery to minors or intoxicated persons.
- Our online platform will feature age gates and clear messaging about responsible consumption.

6.0 Licensing Request

The Clever Drinker LLC intends to operate in full compliance with all regulations set forth by the Village of Western Springs and the Illinois Liquor Control Commission (ILCC). We respectfully request guidance on and approval for the most appropriate local liquor license for our e-commerce and delivery-based model, which we believe may be a form of Package Liquor License that permits online sales and local delivery, in conjunction with the permissions needed for off-site event catering. We are committed to being a responsible, transparent, and valuable addition to the Western Springs community.

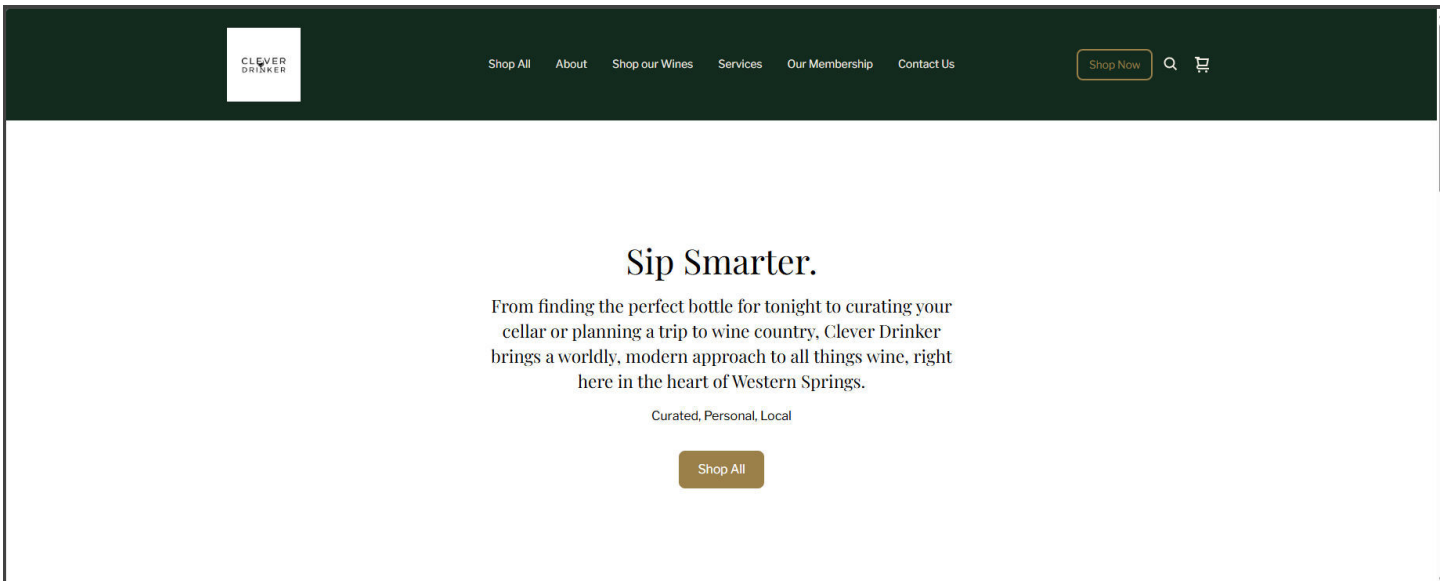
Appendix A










CLEVER DRINKER
Shop All
About
Shop our Wines
Services
Our Membership
Contact Us
Shop Now
Sip Smarter.
From finding the perfect bottle for tonight to curating your cellar or planning a trip to wine country, Clever Drinker brings a worldly, modern approach to all things wine, right here in the heart of Western Springs.
Curated, Personal, Local
Shop All

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

CLERK'S CERTIFICATE

I, Edward Tymick, Clerk of the Village of Western Springs, in the County of Cook and State of Illinois, certify that the attached document is a true and correct copy of that certain Ordinance now on file in my office, entitled:

ORDINANCE NO. 25-_____

AN ORDINANCE AMENDING TITLE 4 (LIQUOR CONTROL) OF THE WESTERN SPRINGS MUNICIPAL CODE RELATIVE TO THE NUMBER OF A CLASS "O" (CRAFT BEER, WINE AND SPIRITS ESTABLISHMENT LICENSE; ON-SITE CONSUMPTION AND PACKAGED SALES) LIQUOR LICENSE WHICH CAN BE ISSUED IN THE VILLAGE OF WESTERN SPRINGS, COOK COUNTY, ILLINOIS FOR THE RETAIL SALE OF ALCOHOLIC LIQUOR IN A SPECIALTY RETAIL STORE FOR AND ONSITE CONSUMPTION AND PACKAGED WITHIN THE LICENSED PREMISES LOCATED AT 4354 JOHNSON AVENUE, WESTERN SPRINGS, ILLINOIS (APPLICANT: The Clever Drinker LLC)

which Ordinance was passed by a roll call vote of the Board of Trustees of the Village of Western Springs at a Regular Meeting on the 15th day of June, 2026, at which meeting a quorum was present, and approved by the President of the Village of Western Springs on the 15th day of June, 2026.

I further certify that the vote on the question of the passage of said Ordinance by the Board of Trustees of the Village of Western Springs was taken by Ayes and Nays and recorded in the minutes 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 Ordinance, of which the foregoing 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 15th day of June, 2026.

_____
Edward Tymick, Village Clerk

[SEAL]

AGENDA ITEM SUMMARY

BOARD OF TRUSTEES

Regular Meeting: June 15, 2026

AGENDA ITEM 7.B.

To: Board of Trustees
From: Jill Izzo, Deputy Village Clerk
CC: Ellen Baer, Village Manager, Casey Biernacki, Deputy Village Manager
RE: St. John of the Cross Parish Raffle License and Bond Waiver Application (Omnibus Item)

Recommendation

The General Government Committee will review this item at their meeting on June 15, 2026. Their recommendation will be presented at the Village Board meeting.

Summary

The Village received an application from St. John of the Cross Parish to conduct a raffle in conjunction with the St. John of the Cross Family Fest to be held on August 13-16, 2026. The raffle sales will begin on June 16, 2026 and drawings will be held on July 18, 2026 and August 13 -16, 2026.

On March 28, 2011, the Board approved Ordinance No. 11-2623 which amended Title 3 of the Village code by adding Chapter 12 "Charitable Games, Raffles, Bingo and Other Games of Chance Regulations". Chapter 12 also established a license fee and bond requirement, bringing Village code in compliance with State law.

St. John of the Cross Parish has requested a waiver of the $25 raffle license application fee and the requirement to post bond. Pursuant to 3-12-3 of the Village code, the corporate authorities, only by unanimous vote, may waive the license fee and bond requirement. St. John of the Cross has stated in its application that their fee waiver request is based on the fact that they are a non-profit religious organization raising money to offset the cost of the Family Festival and raise funds for their Parish and that the Raffle Manager is a volunteer, non-paid position. St. John of Cross will be required to submit a Post Raffle Report to the Village as required by Village code.

Staff recommends approval of their application and waiver of license fee and bond.

Financial Impact

None.

Recommended Motion

I move to approve the St. John of the Cross Parish raffle license application and waiver of the

license fee and bond requirement.

Strategic Plan Alignment

None.

File Attachments

1. SCJ Raffle Application 2026_Redacted
2. Resolution No. 26-_ Issuance of a Raffle License (SJC Family Fun Fest)

VILLAGE OF WESTERN SPRINGS
APPLICATION FOR LICENSE TO CONDUCT RAFFLE

1. Name of Organization: St. John of the Cross Parish

2. Address:5005 Wolf Road, Western Springs, IL 60558

3. Mailing Address, if Different From Above: _____

_____

4. Type of Organization (CIRCLE below and attach corporate mission statement and evidence of corporate and charitable status):

A. Religious B. Charitable C. Labor D. Business E. Fraternal F. Educational

G. Veterans

5. Length of Time Organization Has Been in Existence: Over 60 years

6. Place and Date of Incorporation: Established by Archdiocese of Chicago - 1960

7. Number of Members in Good Standing: Approximately 4,000 families

8. President/Chairperson: Reverend Don Elinar Cambe, Pastor
Name

5005 Wolf Road, Western Springs, IL 60558 (708)246-4404

Address Telephone

[redacted] [redacted]

Social Security Number Date of Birth

9. Raffle Manager: Michael Francis Name

4928 Woodland Ave. Western Springs, IL 60558 (312)953-2187

Address Telephone

N/A [redacted]

Social Security Number Date of Birth

10. Designate Organization Member(s) Who Will Be Responsible for Conduct and Operation of Raffle(s) (attach additional sheet if necessary):

Micheal Francis

Name

4928 Woodland Ave. Western Springs, IL 60557 (312)953-2187

Address Telephone

_____

Social Security Number Date of Birth

11. Date(s) For Raffle Ticket Sales (max. 180 days): May 30, 2026 - August 16, 2026

12. Location(s) of Raffle Ticket Sales (e.g., "sold generally within the Village" or "sold at XYZ event"; a raffle license applies only to sales within the Village of Western Springs):
Generally within the Village of WS with most sales at 5005 Wolf Road.

13. Date(s) and Time(s) of Raffle(s) (date(s) for determining winners):

May 30, 2026 - August 16,2026

14. Location(s) for Determining Raffle Winners (if location is a rented premises, the organization from which the premises is rented must also be licensed pursuant to the Western Springs Municipal Code (Section 3-12-3 (F)(4)) and State law (230 ILCS 15/4(a)(4))):

St. John of the Cross Parish
Location
5005 Wolf Road, Western Springs, IL 60558 (708)246-4404
Address Telephone

15. Total Retail Value of ALL Prizes Awarded in Raffle (max. $200,000): $10,000

16. Maximum Retail Value of EACH Prize Awarded in Raffle (max. $100,000): $5,000

17. Maximum Price Charged for Each Chance Sold (max. $500): $20,00

18. Request to Reduce/Waiver of License Fee ($25 fee; state reason): St. John of the Cross Parish is a non-profit religious organization. Proceeds of the raffle are used to offset the for funds for the Parish

19. Request to Reduce/Waiver of Bond for Raffle Manager (See, Section 3-12-3(G); state reason): Raffle Manager if an unpaid, volunteer position

20. ATTESTATION:

The undersigned attests, under penalty of perjury, that the above named organization is bona fide religious, charitable, labor business,fraternal, educational,or veterans organization that operated without profit to their members and which has been in existence continuously for a period of 5 years immediately before making application for a license and which has had during that entire 5 year period a bona fide membership engaged in carrying out their objectives, or a non-profit fundraising organization that is organized that is organized for the sole purpose of providing financial assistance to an identified individual or group of individuals suffering extreme financial hardship as the result of an illness, disability, accident or disaster. The underassigned further states, under penalty of perjury, that all statements in the foregoing application are true and correct, and that the officers, operations and workers of the raffle are all bona fide members of the sponsoring organization, are of good moral character, have not been convicted of a felony, and are otherwise eligible to receive a license pursuant to Section 3-12-3(E) of the Western Springs Municipal Code and the laws of the State of Illinois. If a license is granted hereunder, the undersigned will be responsible for the conduct of the raffles in accordance with the applicable provisions of the laws of the State of Illinois, including the Raffles Act (230 ILCS 15/0.01 *et seq.*) and the Western Springs Municipal Code.

St. John of the Cross Parish
Name of Organization

REV. DON CAMBE / Rev. Don Cambe
Presiding Officer

Secretary

267118_1 2

FOR VILLAGE USE ONLY:

License approved by the Village Board on (date):_____

License issued to: _____

Authorized areas in which chances may be sold or issued: _____

Authorized time period during which chances may be sold or issued: _____

Authorized time and place of Raffle(s) (at which winning chance(s) is/are to be determined):_____

Reduction / Waiver of License Fee:_____

Reduction / Waiver of Bond for Raffle Manager: _____

Submittal of Post Raffle Report to Village of gross receipts, expenses and net proceeds from raffle, and itemized distribution of net proceeds itemized as required by Section 3-12-3(H) of the Western Springs Municipal Code:_____

RESOLUTION NO.
VOTE:
Voting aye:
Voting nay:
ABSTAIN:
ABSENT:
DATE: June 15, 2026
OTHER: Published in pamphlet form

A RESOLUTION APPROVING THE ISSUANCE OF A RAFFLE LICENSE UNDER TITLE 3 (BUSINESS REGULATIONS), CHAPTER 12 (CHARITABLE GAMES, RAFFLES, BINGO AND OTHER GAMES OF CHANCE REGULATIONS) SECTION 3-12-3 (RAFFLES) OF THE WESTERN SPRINGS MUNICIPAL CODE OF 1997, AS AMENDED, FOR APPLICANT ST. JOHN OF THE CROSS PARISH FOR RAFFLE EVENT (RAFFLE START DATE: JUNE 16, 2026; RAFFLE END DATE: AUGUST 16, 2026 WITH A LICENSE FEE WAIVER AND BOND WAIVER

WHEREAS, St. John of the Cross Parish ("Applicant") has filed an application with the Village of Western Springs (the "Village") for a Village business license to conduct a raffle in accordance with the regulations set forth in Title 3 (Business Regulations), Chapter 12 (Charitable Games, Raffles, Bingo And Other Games Of Chance Regulations), Section 3-12-3 (Raffles) of the Western Springs Municipal Code of 1997, as amended, (the "Code") and the Illinois Raffles Act (230 ILCS 15/1 *et seq.*). In its application, the Applicant has requested a waiver of the $25.00 business license fee and a waiver of the bond requirement; and

WHEREAS, the Applicant is an organization that is eligible to hold a raffle license under the Code and desires to conduct the raffle as follows: Dates of Raffle: June 16, 2026 through August 16, 2026; Location of Raffle: St. John of the Cross Parish, 5005 S. Wolf Road, Western Springs; Dates of Sale of Chances/Tickets: June 16, 2026 – August 16, 2026 (Drawings on July 18, 2026 and August 13-16, 2026); and Location of Chances/Ticket Sales: To be sold generally within the Village limits with most sales at 5005 S. Wolf Road; and

WHEREAS, pursuant to the Code and only upon a unanimous vote, the President and Board of Trustees of the Village of Western Springs have the authority to waive or reduce the $25.00 raffle license fee (Section 3-12-3(C)(2)) and waive or reduce the bond requirement (Section 3-12-3(G)) for a raffle; and

WHEREAS, at an open public meeting held on June 15, 2026, the General Government Committee (the "Committee") reviewed the Applicant's application and received input from the Village staff as well as provided the opportunity for public input on this matter, and then the Committee voted unanimously to recommend that the Village Board approve the issuance of the raffle license and the waiver of the business license fee and bond requirement; and

WHEREAS, the Board of Trustees of the Village considered the Applicant's application at a public meeting held on June 15, 2026, at which the opportunity for public input was provided, and considered the Committee's recommendation, and voted to recommend approval of the issuance of a Village business license to allow the Applicant to conduct the raffle and also recommended approval of the waiver of the $25.00 license fee and the waiver of the bond requirement due to the small size of the raffle being conducted and the desire of the Applicant to have the maximum amount of the raffle proceeds used for charitable purposes; and

WHEREAS, in accordance with the Village's general statutory police powers and authority granted by Title 3 (Business Regulations), Chapter 12 (Charitable Games, Raffles, Bingo And Other Games Of Chance Regulations), Section 3-12-3 (Raffles) of the Western Springs Municipal Code of 1997, as amended, and the Illinois Raffles Act (230 ILCS 15/1 *et seq.*), the President and Board of Trustees of the Village of Western Springs find that it is in the best interests of the Village to approve the Applicant's application for a raffle license as set forth below.

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

SECTION 1: The above recitals are incorporated by reference into Section 1 of this Resolution as material terms and provisions.

SECTION 2: The President and Board of Trustees of the Village of Western Springs approve the application for a business license filed by St. John of the Cross Parish (the "Applicant") and authorize the issuance of a Village raffle license to the Applicant for the raffle identified in the application, subject to the following conditions:

A. Waiver of the $25.00 raffle license fee set forth in Section 3-12-3(C)(2)) of the Code.

B. Waiver of the bond requirement set forth in Section 3-12-3(G)) of the Code for the raffle.

C. The Applicant's compliance with the other regulations set forth in Section 3-12-3 of the Code and the Illinois Raffles Act (230 ILCS 15/1 *et seq.*).

SECTION 3: This Resolution shall be in full force and effect from and after its passage, approval and publication as provided by State law.

PASSED by the Board of Trustees of the Village of Western Springs, Cook County, Illinois on a roll call vote at a Regular Meeting thereof held on the 15th day of June, 2026, and approved by me as Village President, and attested by the Village Clerk on the same day.

_____
Village President Heidi Rudolph

ATTEST:

_____
Village Clerk Edward Tymick

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

CLERK'S CERTIFICATE

I, Edward Tymick, the Village Clerk of the Village of Western Springs, in the County of Cook and State of Illinois, certify that the attached document is a true and correct copy of that certain Ordinance now on file in my Office, entitled:

RESOLUTION NO. 26-

APPROVING THE ISSUANCE OF A RAFFLE LICENSE UNDER TITLE 3 (BUSINESS REGULATIONS), CHAPTER 12 (CHARITABLE GAMES, RAFFLES, BINGO AND OTHER GAMES OF CHANCE REGULATIONS) SECTION 3-12-3 (RAFFLES) OF THE WESTERN SPRINGS MUNICIPAL CODE OF 1997, AS AMENDED, FOR APPLICANT ST. JOHN OF THE CROSS PARISH FOR RAFFLE EVENT ON EVENT (RAFFLE START DATE: JUNE 16, 2026; RAFFLE END DATE: AUGUST 16, 2026) WITH A LICENSE FEE WAIVER AND BOND WAIVER

which Ordinance was passed by a roll call vote of the Board of Trustees of the Village of Western Springs at a Regular Village Board Meeting on the 16th day of June 2025, at which meeting a quorum was present, and approved by the President of the Village of Western Springs on the 15th day of June 2026.

I further certify that the vote on the question of the passage of said Ordinance by the Board of Trustees of the Village of Western Springs was taken by Ayes and Nays and recorded in the minutes 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 Ordinance, of which the foregoing 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 15th day of June 2026.

_____
Edward Tymick, Village Clerk

[SEAL]

PRIDE MONTH PROCLAMATION
June 2026

WHEREAS, the Village of Western Springs observes Pride Month to honor the history of the LGBTQ+ liberation movement and to support the rights of all citizens to experience equality and freedom from discrimination; and

WHEREAS, all human beings are born free and equal in dignity and rights. LGBTQ+ individuals have had immeasurable impact to the cultural, civic, and economic successes of our country; and

WHEREAS, this nation was founded on the principle that every individual has infinite dignity and worth and the Village of Western Springs is committed to supporting visibility, dignity and equality for LGBTQ+ people in our diverse community; and

WHEREAS, while society at large increasingly supports LGBTQ+ equality, it is essential to acknowledge that education and awareness remain vital to end discrimination and prejudice; and

WHEREAS, celebrating Pride Month influences awareness and provides support and advocacy for the LGBTQ+ community, and is an opportunity to act and engage in dialogue to strengthen alliances, build acceptance and advance equal rights.

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 15th day of June, 2026.

ATTEST:

_____
Village President Heidi Rudolph

_____
Village Clerk Edward Tymick

PROCLAMATION
Juneteenth – June 19, 2026

WHEREAS, June 19, 1865, freedom finally came for the 250,000 enslaved people of Texas, marking the end of slavery and the beginning of the work to make America's promise of equality real for all Americans.

WHEREAS, Juneteenth marks a profound turning point in American history, celebrating the triumph of the human spirit over the injustice of slavery and honoring the enduring resilience of the African American community; and

WHEREAS, our nation's journey forward is continuously shaped by the strength, culture, and achievements of Black Americans, whose contributions are foundational to our shared history and progress; and

WHEREAS, we reflect with gratitude on the decades of dedication, activism, and collaborative effort that have advanced civil rights and brought us closer to our highest ideals of liberty and equality; and

WHEREAS, Juneteenth serves as a vibrant reminder that our future relies on unity, requiring us to pair community-driven advocacy with visionary public policy to ensure liberty and justice for all;

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 15th day of June, 2026.

_____
Village President Heidi Rudolph

ATTEST:

_____
Village Clerk Edward Tymick

AGENDA ITEM SUMMARY

BOARD OF TRUSTEES

Regular Meeting: June 15, 2026

AGENDA ITEM 9.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, Sean Gilhooley, Director of Law Enforcement Services, Jill Izzo, Deputy Village Clerk, Brian Scott, Director of Fire and EMS, Anne Skrodzki, Village Attorney, Matthew Supert, Director of Municipal Services, Jeff Koza, Director of Engineering Services
RE: Paul Virant – Request To Install A Pergola Structure Within The Petite Vie Outdoor Café Adjacent To 909 Burlington Avenue (Omnibus Item)

Recommendation

The Planning and Zoning Committee reviewed this item at their meeting on June 2, 2026, and recommended the approval of a license agreement authorizing the installation and maintenance of a pergola within the Petite Vie outdoor dining area located on the Village-owned bump-out adjacent to 909 Burlington Avenue.

Summary

Paul Virant, owner of Virant Restaurants LLC d/b/a Petite Vie, has requested to install a permanent pergola structure in the bump-out adjacent to the property addressed 909 Burlington Avenue to enhance the outdoor dining area for the Petite Vie restaurant. Attachment 1 contains the request from Mr. Virant.

On February 26, 2024, the Village Board granted Mr. Virant Class “B”, Class “G”, and Class “H” liquor licenses for the Petite Vie restaurant located at 909 Burlington Avenue by the approval of Ordinance No. 24-3172, 24-3173, and 24-3174. Ordinance No. 24-3174 approved an outdoor liquor café and dining area with 20 seats along the sidewalk and within the adjacent three on-street parking spaces (Figure 1). Ordinance No. 24-3174 acknowledged that the three on-street parking spaces were to be converted into a sidewalk bump-out within the coming year and adjustments to the seating for the new sidewalk area could be approved by the Liquor Commissioner as long as the number of seats (20 maximum) remained the same.

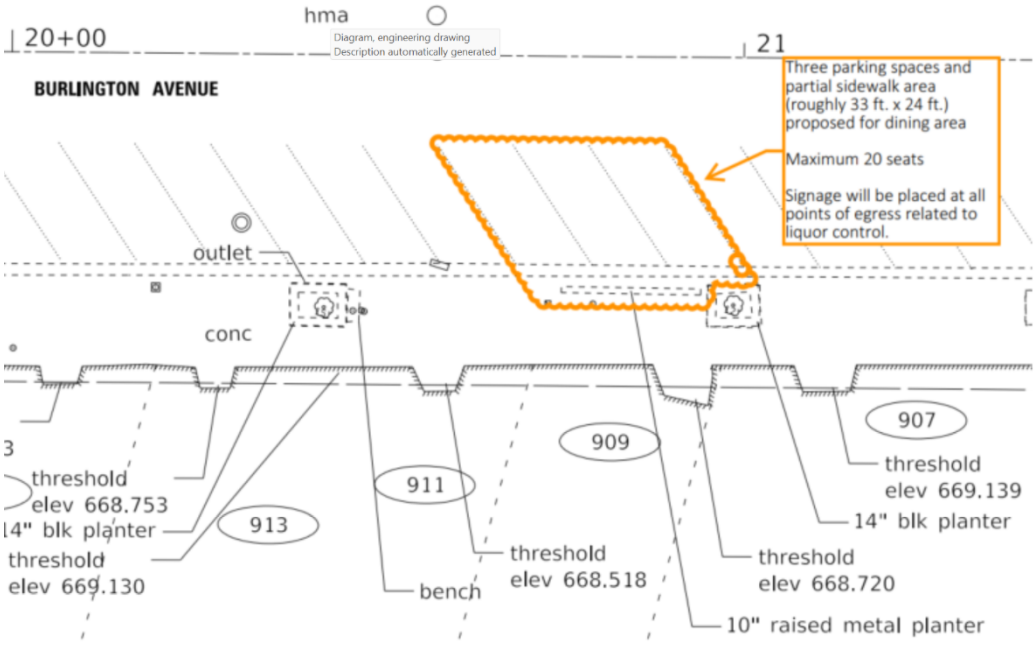


Figure 1

Mr. Virant has been operating the restaurant and the outdoor dining area per the requirements of Ordinance No. 24-3174. Mr. Virant is requesting to enhance the dining area with a pergola structure to enhance the ambiance and provide shade for customers. The pergola is proposed on the bump-out area, does not impact the sidewalk nor the bollards along the perimeter of the bump-out area, and does not increase the number of seats. The proposed pergola structure is also consistent with the pergola that was installed previously at 4471 Lawn Avenue where Mr. Virant's previous restaurant Vie was located. The initial application was provided to all department Directors and their comments were provided to Mr. Virant. Mr. Virant has revised the application to address the Director's comments. The Planning and Zoning Committee reviewed the request and draft license agreement at their meeting on June 2, 2026, and recommended approval.

Attachment

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1. Applicant Submittal Package
2. License Agreement - License Agreement For Temporary Use Of A Public Right-Of-Way Relative To The Operation Of A Pergola Within A Licensed Outdoor Liquor Café (Virant Restaurants, Inc. D/B/A Petite Vie)

Financial Impact

None.

Recommended Motion

I move to approved the license agreement authorizing the installation and maintenance of a

pergola within the Petite Vie outdoor dining area located on the Village-owned bump-out adjacent to 909 Burlington Avenue.

Strategic Plan Alignment

Community Planning and Economic Development.

File Attachments

1. Applicant Submittal Package
2. License Agreement

Petite Vie
Restaurant

April 29, 2026

Village of Western Springs
Building & Zoning Department
740 Hillgrove Avenue
Western Springs, IL 60558

Dear Members of the Village of Western Springs Building & Zoning Department,

We are writing on behalf of Petite Vie restaurant to respectfully request approval for the construction of an outdoor pergola on our property. We believe this addition will serve as a meaningful enhancement to both our establishment and to the character of our surrounding community.

The primary purpose of the pergola is twofold: to elevate the aesthetic appeal of our outdoor space, and to provide our guests with a more comfortable and inviting dining experience. At Petite Vie, we take great pride in crafting an atmosphere that reflects warmth, hospitality, and attention to detail — and we envision this pergola as a natural extension of those values into our exterior environment.

The proposed pergola will feature retractable shade panels above, allowing us to provide relief from sun and light weather conditions while maintaining an open-air ambiance that our guests enjoy. Additionally, we plan to hang tasteful string lighting from the pergola's structure, which will create a warm and welcoming atmosphere during evening hours. We are committed to ensuring that the lighting will be thoughtfully designed — elegant in appearance and considerate of the surrounding neighborhood.

We are fully committed to working within the Village's guidelines and requirements throughout this process. We welcome any feedback regarding design specifications, structural standards, or any other considerations the Village may have, and we are happy to provide architectural drawings, material specifications, or any additional documentation required to support this application.

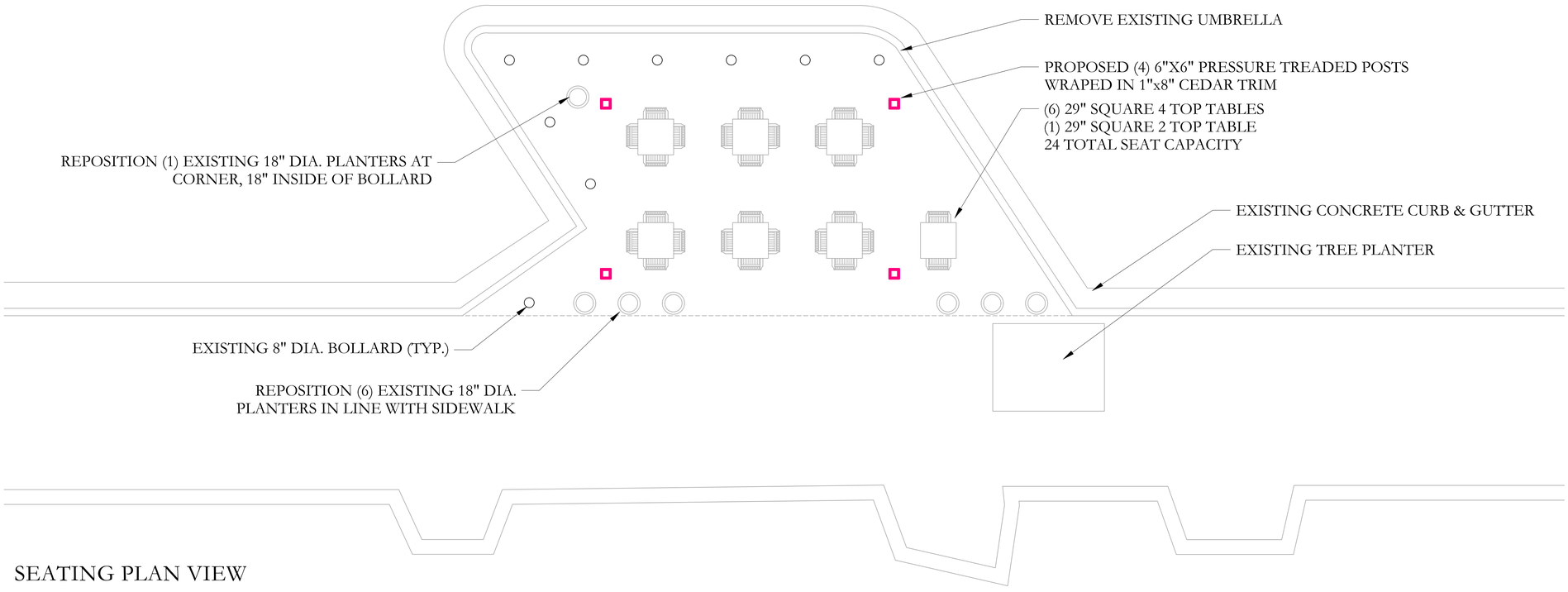
We are grateful for the opportunity to contribute to the vibrancy of Western Springs, and we look forward to continuing to serve our community. Thank you sincerely for your time and consideration of this request. Please do not hesitate to contact us should you have any questions or require further information.

With warm regards,

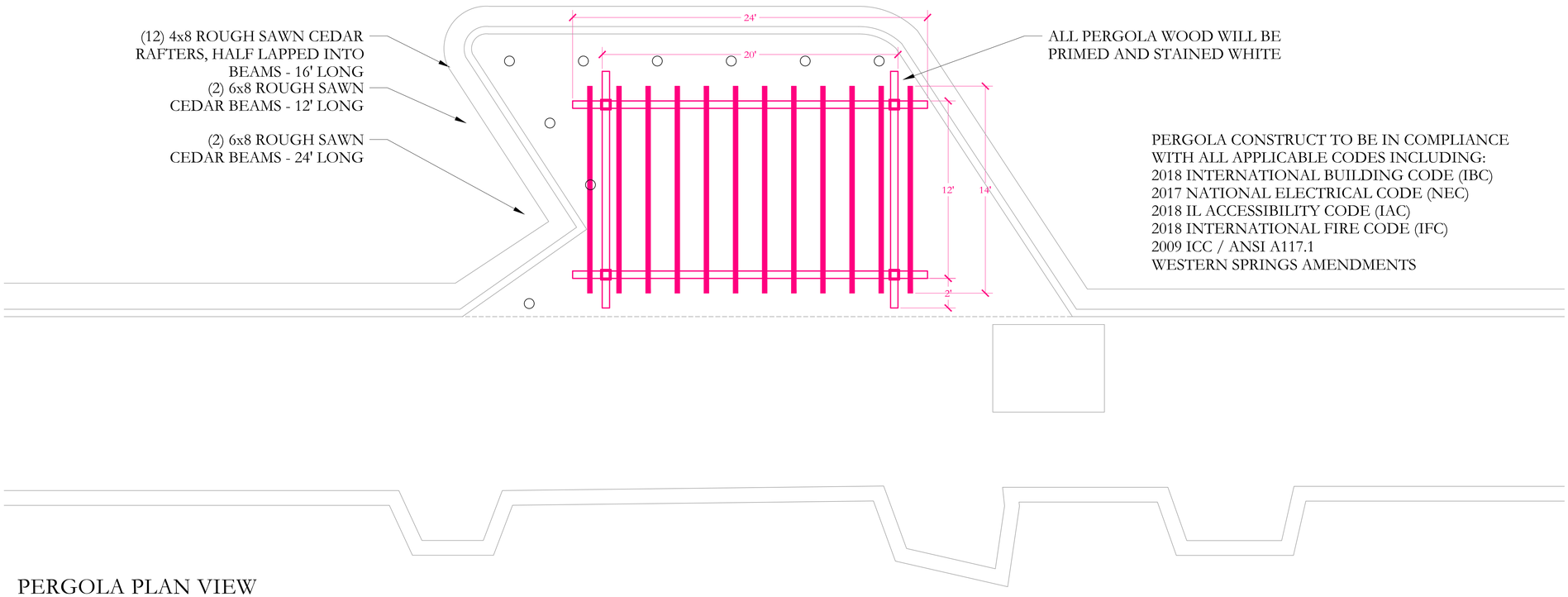




Management, Petite Vie Restaurant
Western Springs, IL



SEATING PLAN VIEW



PERGOLA PLAN VIEW

PREMIER
Landscape Architecture
2001 Spring Road, Oak Brook, Illinois | 630.321.9530 | www.premierservice.com

Petite Vie Restaurant

909 Burlington Ave. Western Springs, Illinois

Client Rep:	MB
Designer:	JS
Drafter:	JS
Date:	2026.05.22

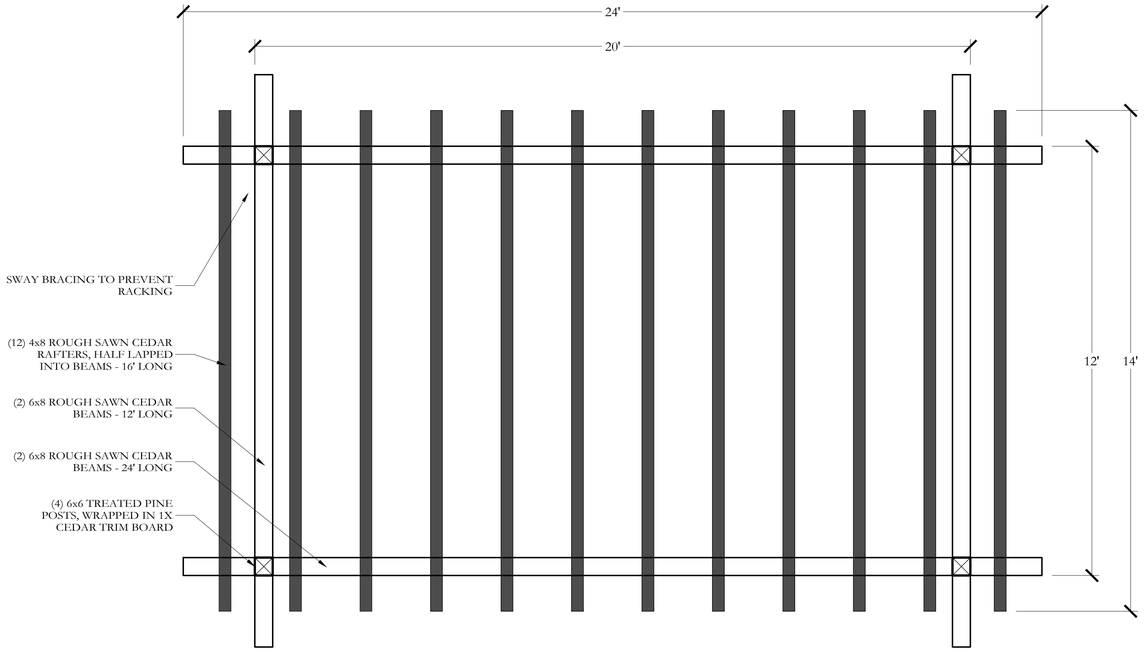
Revisions	
By:	Date:

Master Plan

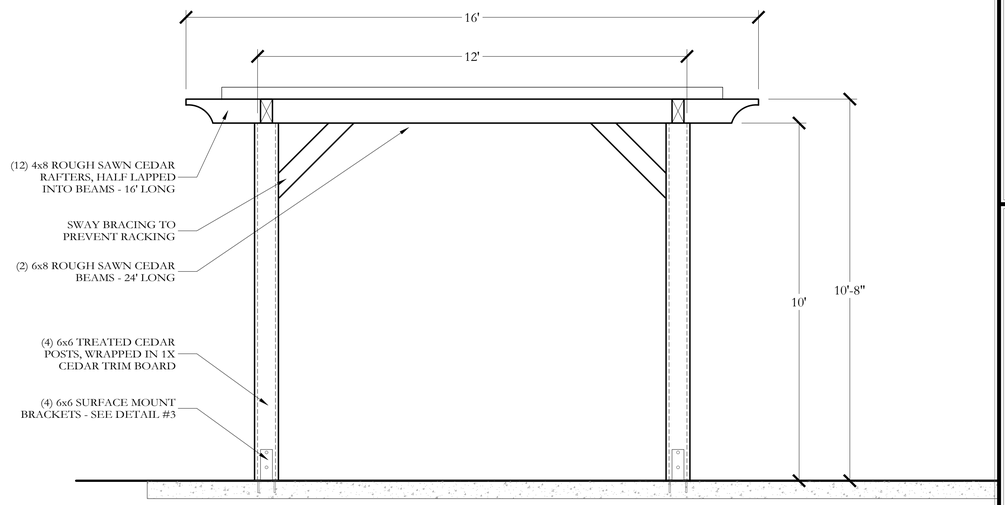
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1/4" = 1FT

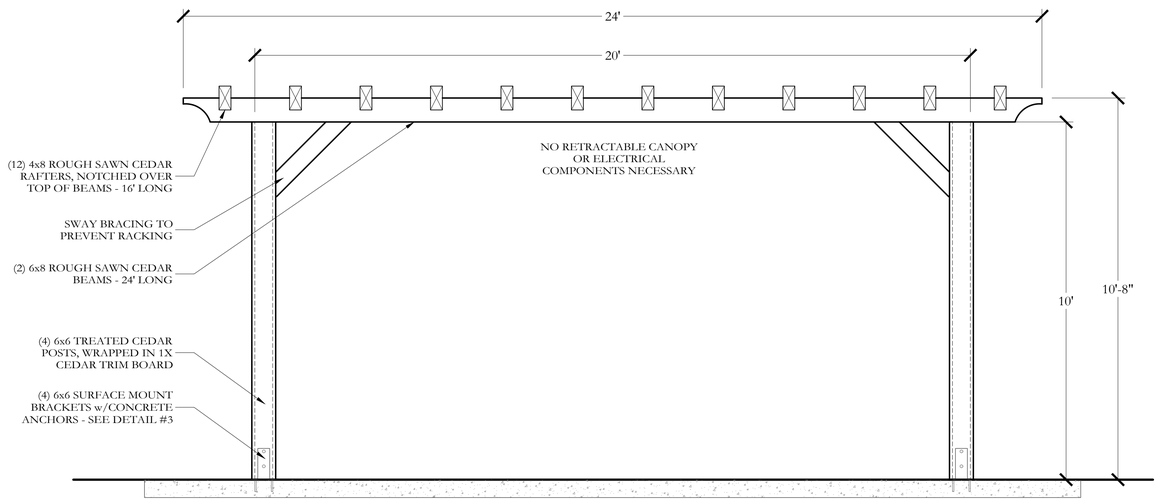
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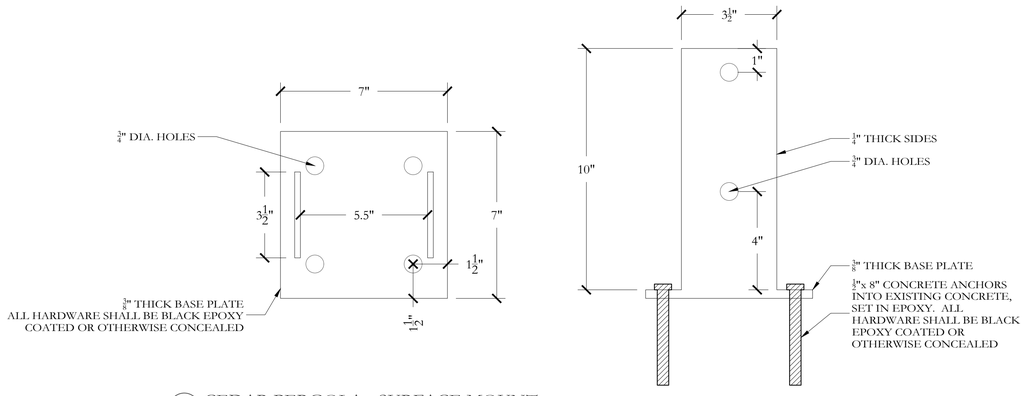
1 CEDAR PERGOLA - PLAN VIEW
SCALE: 1/2" = 1'-0"



2 CEDAR PERGOLA - ELEVATION (NORTH/SOUTH)
SCALE: 1/2" = 1'-0"



3 CEDAR PERGOLA - ELEVATION (EAST/WEST)
SCALE: 1/2" = 1'-0"



4 CEDAR PERGOLA - SURFACE MOUNT
SCALE: 1/4" = 1'-0"

PREMIER
Landscape Architecture
2001 Spring Road, Oak Brook, Illinois | 630.321.9530 | www.premierservice.com

Petite Vie Restaurant
909 Burlington Ave. Western Springs, Illinois

Client Rep: MB
Designer: JS
Drafter: JS
Date: 2026.05.22

Revisions

By:	Date:

Site Details

L 1.1

Scale:
AS SHOWN

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LICENSE AGREEMENT FOR TEMPORARY USE OF A PUBLIC RIGHT-OF-WAY RELATIVE TO THE OPERATION OF A PERGOLA WITHIN A LICENSED OUTDOOR LIQUOR CAFÉ (VIRANT RESTAURANTS, INC. D/B/A PETITE VIE)

This License Agreement (the "Agreement") has been entered into this 15th day of June, 2026, by and between the Village of Western Springs**,** an Illinois municipal corporation (the "Village" or "Licensor") and **Virant Restaurants, Inc. d/b/a Petite Vie** (the "Licensee") (collectively, the "Parties"), in regard to the following:

WHEREAS, the Village is the owner of a certain public sidewalk and certain streetscape bump-out that is located on property within the corporate boundaries of and controlled by the Village adjacent to 909 Burlington Avenue, Western Springs, Illinois and adjacent to the south side of Burlington Avenue in Western Springs, Illinois (the "Licensed ROW Area"), as shown on the map attached hereto as **Group Exhibit "A"** and made a part hereof; and

WHEREAS, Licensee is the owner of the restaurant commonly known as "Petite Vie" (the "Business") and obtained a Class "H" (Outdoor Café) Liquor License from the Village by the approval of Ordinance No. 24-3174 (attached as **Exhibit "B"**). Ordinance No. 24-3174 approved a Temporary Use Permit and License Agreement allowing the Licensee to use the bump-out area for an Outdoor Liquor Café and place movable tables and twenty (20) chairs along the Licensed ROW Area adjacent to the restaurant subject to certain conditions as included in Ordinance No. 24-3174, the Temporary Use Permit, and the License Agreement; and

WHEREAS, Licensee has requested to improve the Outdoor Liquor Café with a pergola for the purpose of providing shade and a more desirable dining experience within the bump-out. The pergola will be permanently affixed to the bump-out area as detailed in **Group Exhibit "A"**. The use as an Outdoor Liquor Café and number of chairs will not be altered from Ordinance No. 24-3174.

WHEREAS, this Agreement is required by Section 10-4-5(F) of the Western Springs Municipal Code and is a necessary inducement for the Village to allow the use of any public right-of-way as an Outdoor Liquor Café under a temporary use permit.

NOW, THEREFORE, the Village grants the Licensee a license to install and maintain a pergola structure within the Licensed ROW Area in accordance with Ordinance No. 24-3174 and the following terms and conditions:

Section 1. Term. Subject to the other provisions below, the Licensee may use the Licensed ROW Area in accordance with this Agreement from the Effective Date of this Agreement (defined below at Section 22) **until the Class "H" (Outdoor Liquor Café) Liquor License received from the Village either expires or is not renewed**.

Section 2. Condition of Premises. The Licensee accepts the Licensed ROW Area in its existing condition as of the Effective Date of this Agreement. The Licensee acknowledges that it has inspected the Licensed ROW Area and acknowledges that it is in good condition. The Village makes no representations or warranty with respect to the condition of the Licensed ROW Area. Licensee acknowledges that the Village has made no representations or promises to Licensee to repair, alter, repave or otherwise improve the condition of the Licensed ROW Area.

Section 3. Use, Compliance with Laws and Conditions of Operation. The Licensee shall be permitted to use the Licensed ROW Area for outdoor dining purposes, provided the Licensee complies with the provisions of Section 10-4-5(F) and all of the additional conditions and requirements imposed by the Village as part of the Temporary Use Permit approval. Licensee's use of the Licensed ROW Area is contingent upon its continuing compliance with all statutes, ordinances, requirements and laws (including food, fire, accessibility, health and sanitation codes, and environmental laws and regulations) of all Village, State, county and federal authorities now in force, or which may hereafter be enacted, pertaining to the Licensed ROW Area and relative to the operation of the Business, including the Outdoor Liquor Café. In addition, Licensee, at its own cost and expense, agrees to the following conditions of use in addition to the conditions listed in Ordinance No. 24-3174:

a. **Per Section 10-4-5F of the Municipal Code, the Outdoor Liquor Café may operate during the months of December, January and February, upon request and prior approval of the Liquor Commissioner, in any calendar year, weather permitting, provided that the Licensee agrees to remove all tables, chairs and other appurtenances when requested by the Village to allow for snow removal, maintenance or other Village projects. The pergola is permitted to remain year-round; however, when requested by the Village to be removed for Village maintenance or project the Licensee, at their cost, is responsible for removal and any reinstallation.**

b. The Licensee may install electric festoon lighting on the pergola. Electric lighting must be UL Listed and certified for outdoor commercial use. The lighting must be plugged into an electrical outlet that is compliant with the Village's Building Codes. In the event that the lighting is plugged into an outlet on the 909 Burlington Avenue building, the lights must be a minimum of eight (8) feet off the finished grade of the public sidewalk. The Licensee must submit to the Director of Community Development the proposed lighting including cutsheet and specifications of the lights and the proposed power source before installing the festoon lighting.

c. The Licensee must obtain a building permit for the pergola structure from the Community Development Department.

d. The pergola must be maintained in good working order and condition. Prior to March of every year the pergola will be cleaned by the Licensee (and when requested by the Community Development Director), to ensure that there is no chipping paint or other unattractive condition of the pergola.

e. At the end of the Licensee's use or if the Licensee's Outdoor Liquor Café License or Temporary Use Permit is revoked or not renewed, the Licensee will return the condition of the bump-out area to the condition it was when this License Agreement was approved. The Director of Municipal Services and the Village Engineer will conduct an assessment and determine the requirement(s) to restore the bump-out area to its original condition.

f. The Licensee will maintain the decorative planters, tables, chairs, and other structures at least eighteen (18) inches from the bollards.

g. The Licensee, at their cost, is responsible for snow removal of the public sidewalk adjacent to the 909 Burlington Avenue building and within the Licensed ROW Area.

h. Only the pergola and site plan approved in **Group Exhibit "A"** are permitted under this Agreement to be constructed and maintained.

i. In the event that the Licensee wishes to add shade paneling to the rafters of the pergola, the Community Development Director may approve the panels as long as they

substantially conform to the design and appearance depicted in **Group Exhibit "A"**. The Licensee must obtain any permit to add shade panels.

Section 4. Care, Maintenance and Restoration of Premises. Licensee shall, at its own expense and at all times, be responsible for maintaining the Licensed ROW Area in good condition. Upon termination of this Agreement, Licensee shall return the Licensed ROW Area in the same condition as it existed on the Effective Date of this Agreement, ordinary wear and use by the public and the Village excepted. Licensee shall, at its own cost, restore the Licensed ROW Area to its condition as of the Effective Date upon completion of its use for Outdoor Liquor Café purposes under this Agreement. The Village may direct Licensee to make such repairs and restorations as the Village deems necessary in order to so restore the Licensed ROW Area to its previous condition and charge the Licensee for these repairs and restorations.

Section 5. Interference. Licensee represents and warrants that its use of the Licensed ROW Area shall not interfere in any way with the use of the remaining public ROW owned by the Village or any other government body. Licensee shall maintain, adjacent to the Outdoor Liquor Café area and within the Licensed ROW Area, a public or combined private and public sidewalk of no less than five (5) feet clear of all obstructions (i.e., tables, chairs, street lighting, benches, trees, etc.). Licensee agrees that, upon written notice of a failure to maintain an unobstructed or insufficient adjacent public ROW, Licensee shall have twenty-four (24) hours in which to remedy such interference or insufficiency. Upon a failure to remedy such interference or insufficiency within said twenty-four (24) hour period to the satisfaction of the Village, this Agreement may be immediately terminated by the Village Manager, in his/her discretion, and the Village may demand the immediate cessation of all Outdoor Liquor Café activities on the Licensed ROW Area. If the use of the Licensed ROW Area for Outdoor Liquor Café purposes interferes with a public event planned on the public ROW, the public event shall take precedence. The Village shall endeavor to notify the Licensee thirty (30) calendar days in advance of the scheduled event that will require the use of the public ROW being used by Licensee.

Section 6. Assignment. This Agreement may not be assigned by Licensee without the prior written consent of the Village. In the event of Licensee's unauthorized assignment, this Agreement shall immediately terminate.

Section 7. Entry and Inspection. Licensee shall permit the Village and the Village's agents to enter upon the Licensed ROW Area at any time, with or without notice, for the purpose of inspecting the Licensed ROW Area and the operation of the Outdoor Liquor Café for compliance with the terms of this Agreement.

Section 8. Release, Hold Harmless and Indemnification. Licensee agrees as follows:

A. **Release Of Claims:** Licensee agrees to waive and relinquish any and all claims, demands or causes of action of any kind, including but not limited to death, damages, or economic and non-economic damages or losses, that it or its members, officers, employees, volunteers, customers and agents 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 Licensed ROW Area, the Outdoor Liquor Café or this Agreement.

B. **Risk Of Injury:** Licensee assumes the full risk of injuries, death, damages or losses of any kind which it or its employees, customers or members of the public may sustain in any way in, on or about the Licensed ROW Area or the Outdoor Liquor Café.

C. **Indemnity and Defense:** Licensee agrees 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, damages of any kind, penalties, causes of action, costs and expenses brought by any person, including Licensee and their members, officers, officials, employees, contractors, subcontractors, volunteers, customers and agents, arising out of, connected with or in any way associated with the approval, existence, use or operation of the Licensed ROW Area or the Outdoor Liquor Café or any provision or section of this Agreement.

Section 9. Insurance. During the term of this Agreement, Licensee 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 its insurance policies related to the operation of the Business and the Outdoor Liquor Café for the purposes stated herein. Licensee 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 ($1,000,000.00 per occurrence and $2,000,000.00 in aggregate).
b. Umbrella Coverage ($1,000,000.00 per occurrence and $1,000,000.00 in aggregate).
c. Workers Compensation – Statutory.
d. Dram Shop Coverage – Statutory (or at least $1,000,000.00 minimum limit per Section 4-1-20 (Insurance Requirements) of the Municipal Code).

Licensee 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." Copies of the insurance certificate(s) shall be attached as **Exhibit "C".** 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 Licensee shall be primary to the Village's own insurance. The certificates shall provide for a thirty (30) day written notice to the Village in the event of cancellation or material change of coverage. The Licensee and its insurer(s) agree to waive any right of recovery of any kind, including the waiver of subrogation rights, they may have against the Village or its Affiliates because of any financial payments made to any person as a result of the indemnification / hold harmless / defense provision and the additional insured requirement under this Agreement. The insurance policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

Section 10. Alterations. Licensee shall not, without first obtaining the written consent of Cook County or the Village, make any alterations, additions or improvements to the Licensed ROW Area, except for the temporary placement of moveable tables, chairs and other appurtenances relating to the operation of the Outdoor Liquor Café as shown on the Site Plan (**Group Exhibit "A"**).

Section 11. Default. Each of the following acts or omissions of Licensee or occurrences shall constitute an "Event of Default":

a. Failure or refusal by Licensee to comply with any of the obligations of Licensee set forth in this Agreement or the Village Municipal Code, including failure to pay any fee or charge owed to the Village when due; or
b. Closure of the Business for any reason for more than a consecutive ten (10) day period, other than for remodeling.

Section 12. Village's Remedies on Default. If Licensee defaults in the performing of any of the other covenants or conditions hereof, or in the occurrence of any Event of Default, the Village shall give Licensee notice of such default, and if Licensee does not cure any such default within seven (7) calendar days after the giving of such notice (or if such default is of such nature that it cannot be completely cured within such period, if Licensee does not commence such curing within seven (7) calendar days and thereafter proceeds with reasonable diligence and in good faith to cure such), then the Village may terminate this Agreement. Upon termination of this Agreement, Licensee shall quit and surrender the Licensed ROW Area to the Village. Where other provisions of this Agreement call for a different notice period or for an immediate termination of the License under certain specified circumstances, the time limitations in those provisions shall control over this Section.

Section 13. Non-Waiver. Failure by Licensee or the Village to insist on strict performance of any of the conditions, covenants, terms or provisions of this Agreement or to exercise any of its rights hereunder shall not waive such rights, but Licensee and the Village shall have the right to enforce the terms and conditions of this Agreement at any time and take such action as might be lawful or authorized hereunder, either in law or equity.

Section 14. Attorney's Fees. In case suit should be brought by the Village for recovery of the Licensed ROW Area, enforcement of the terms of this Agreement or because of any act, which may arise out of the possession of the Licensed ROW Area, the Village shall be entitled to all litigation costs incurred in connection with such action, including reasonable attorneys' fees and expenses and consultant and witness fees and expenses.

Section 15. Option to Renew. This Agreement is not renewable and a new License is required each year the Licensee applies for an Outdoor Liquor Café permit.

Section 16. Notices. Any notice which the Village or the Licensee may be required or is required to give shall be given by hand delivery or mailing the same, by United States Registered or Certified Mail, postage prepaid, to Licensee at the Business adjacent to the Licensed ROW Area, or to the Village at 740 Hillgrove Avenue, Attention Village Manager, Western Springs, Illinois 60558, or at such other places as may be designated by the Parties from time to time.

Section 17. 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.

Section 18. Right to Terminate. The Village may terminate this Agreement at any time and for any reason upon thirty (30) calendar days written notice to Licensee or immediately in the event that if the health, welfare and safety of the public warrants revocation. In the event the Village exercises its right to terminate this Agreement, Licensee agrees to restore the Licensed ROW Area to its condition as of the Effective Date, as required by Section 4. If Licensee's Outdoor Liquor Café permit is revoked or otherwise terminated for any reason, this Agreement shall terminate automatically upon such revocation or termination.

Section 19. 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 personal 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.

Section 20. 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 the Licensee, Business 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.

Section 21. 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.

Section 22. Effective Date: This Agreement shall become effective upon the date of execution by the Village President and the Licensee, which date shall be inserted on page 1 hereof.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date of the last signatory below, which date shall be inserted on page 1 of this Agreement.

VILLAGE OF WESTERN SPRINGS

By: _____

Heidi Rudolph
Village President

Date: June _____, 2026

LICENSEE: Virant Restaurants, Inc. d/b/a Petite Vie

By: _____

Paul Virant
Authorized Corporate Officer/ Owner

Date: June _____, 2026

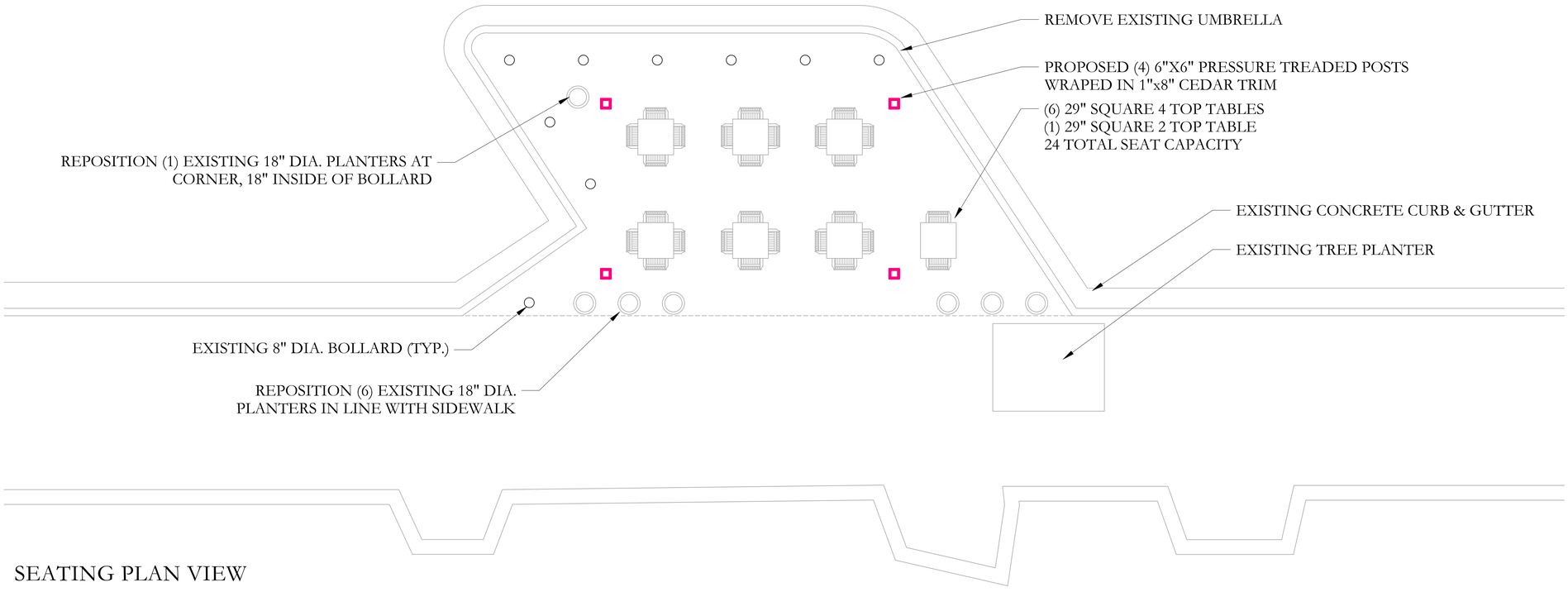
Group Exhibit "A"

Map of Licensed ROW Area

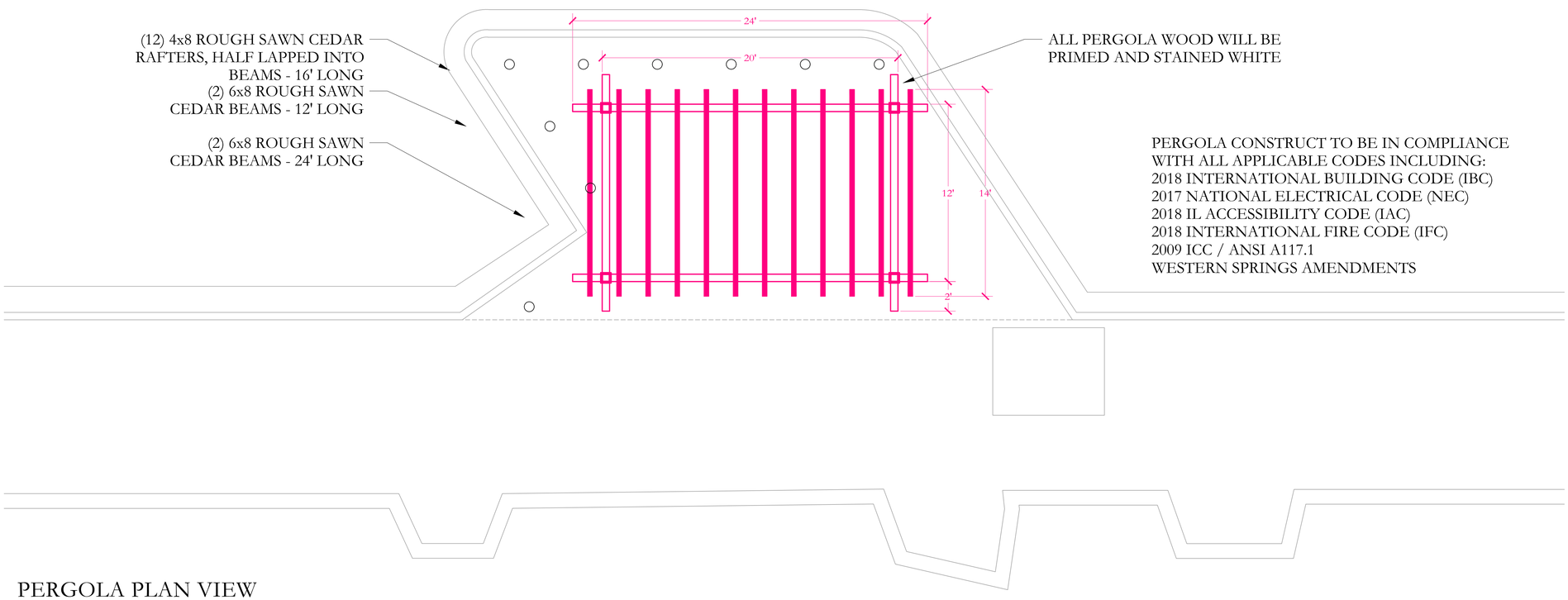
and

Site Plan

(attached)



SEATING PLAN VIEW



PERGOLA PLAN VIEW

PREMIER
Landscape Architecture
2001 Spring Road, Oak Brook, Illinois | 630.321.9530 | www.premierservice.com

Petite Vie Restaurant

909 Burlington Ave. Western Springs, Illinois

Client Rep:	MB
Designer:	JS
Drafter:	JS
Date:	2026.05.22

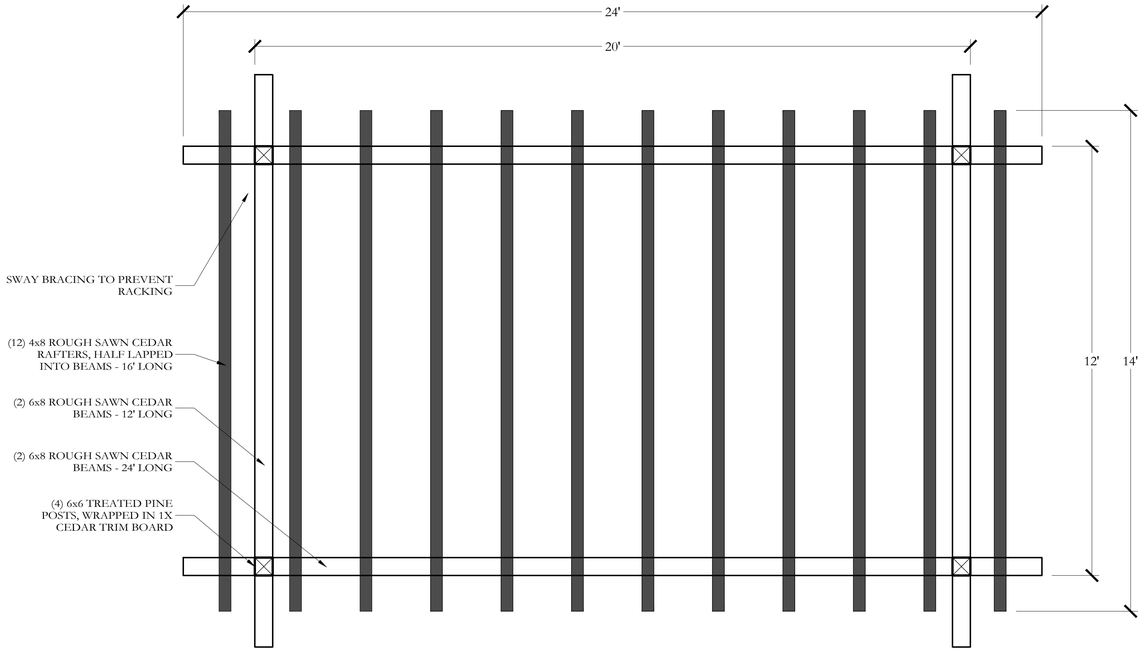
Revisions	
By:	Date:

Master Plan

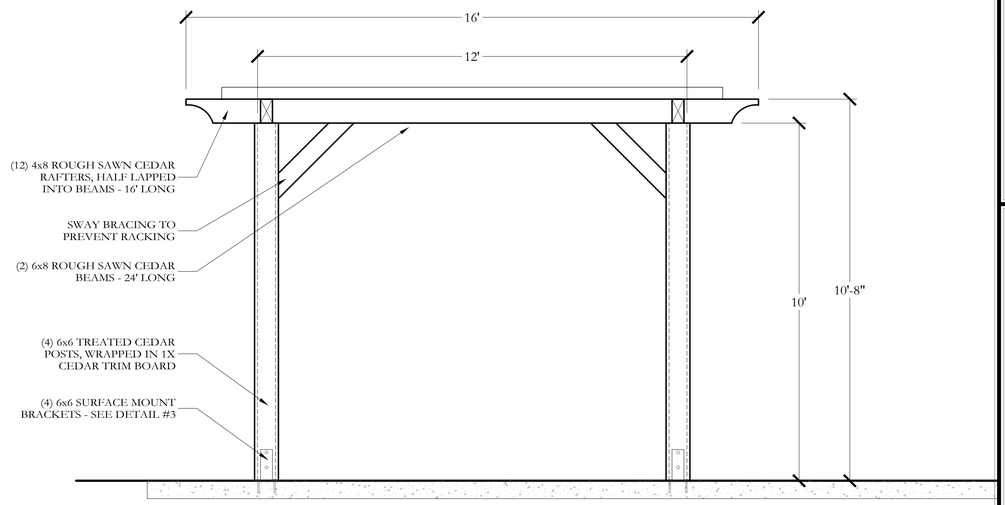
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Scale:
1/4" = 1FT

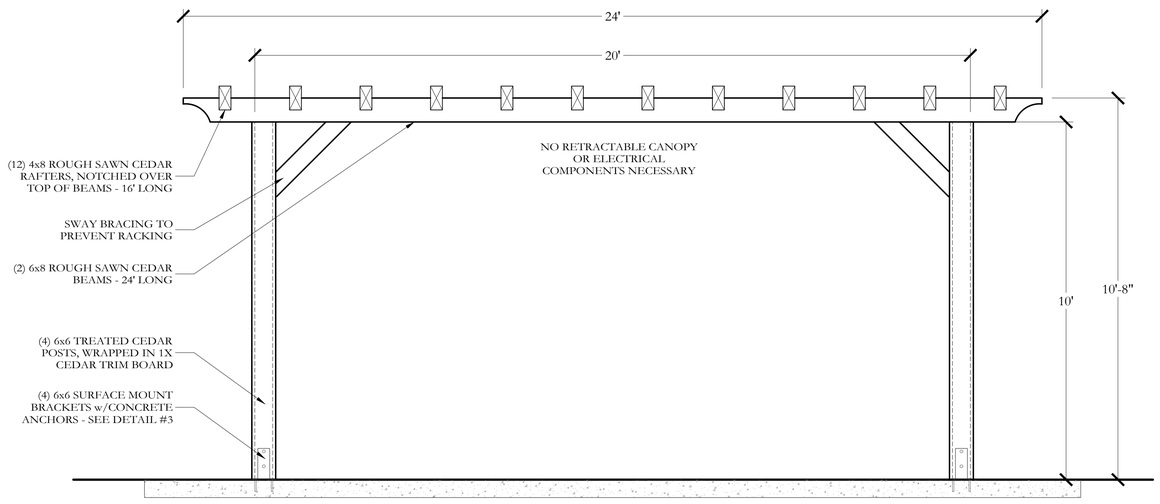
NOTICE: ALL RIGHTS RESERVED. NO PARTS OF THESE PLANS MAY BE USED, REPRODUCED, COPIED, OR CHANGED IN ANY WAY FROM OR BY ANY MEANS WITHOUT THE WRITTEN PERMISSION FROM PREMIER LANDSCAPE CONTRACTORS, INC. OR UNTIL PREMIER LANDSCAPE CONTRACTORS, INC. HAS BEEN COMPENSATED FOR THEIR USE AND WHEN THE ARCHITECT'S SEAL IS AFFIXED. THIS USE IS LIMITED AND INTENDED AS PERMISSION TO CONSTRUCT ONLY ONE BUILDING. REPETITIVE USE IS SUBJECT TO AN ADDITIONAL FEE. PREMIER LANDSCAPE CONTRACTORS, INC. IS PROVIDING PLANS ONLY AS A SERVICE. ANY OTHER TYPE OF ARCHITECTURAL SERVICE IS NEITHER INTENDED NOR IMPLIED. DISCOVERY OF ANY ERROR OF OMISSION MUST BE REPORTED TO PREMIER LANDSCAPE CONTRACTORS, INC. PRIOR TO CONSTRUCTION. THESE PLANS ARE INTENDED TO BE USED ONLY BY COMPETENT CONTRACTORS KNOWLEDGEABLE IN THE BUILDING TRADES WHO WILL CHECK AND VERIFY ALL DIMENSIONS AND CONDITIONS AND BE RESPONSIBLE FOR THEM. PREMIER LANDSCAPE CONTRACTORS, INC. WILL NOT ACCEPT ANY RESPONSIBILITY FOR THE BUILDING CONSTRUCTION PROCESS AND SAFETY PRECAUTIONS WHICH MUST COMPLY WITH ALL LOCAL BUILDING AND SAFETY CODES/ORDINANCES. PREMIER LANDSCAPE CONTRACTORS, INC. WILL NOT ACCEPT LIABILITY FOR PRODUCTS AND MATERIAL SPECIFIED ON THESE DRAWINGS. MANUFACTURERS' GUARANTIES AND WARRANTIES SHALL APPLY. INFRINGEMENT OF THIS NOTICE MAY RESULT IN LEGAL ACTION. THIS DRAWING IS AN ARTISTIC INTERPRETATION OF THIS GENERAL APPEARANCE OF THIS DESIGN. IT IS NOT MEANT TO BE AN EXACT RENDITION.



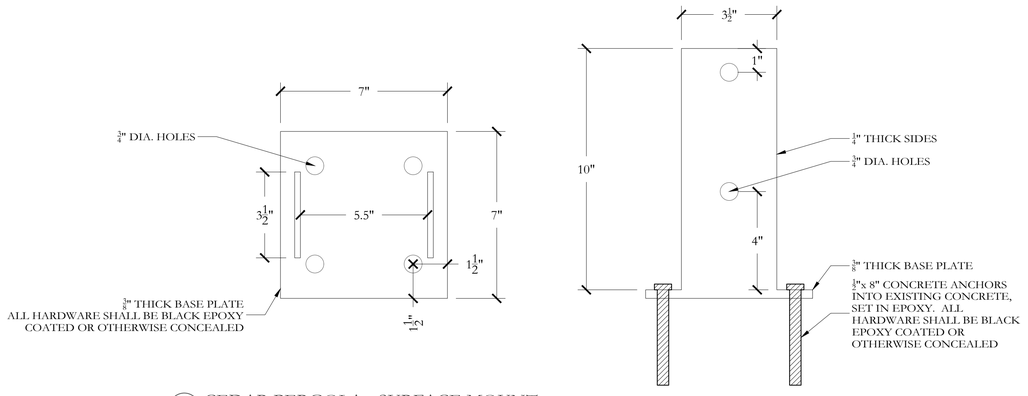
1 CEDAR PERGOLA - PLAN VIEW
SCALE: 1/2" = 1'-0"



2 CEDAR PERGOLA - ELEVATION (NORTH/SOUTH)
SCALE: 1/2" = 1'-0"



3 CEDAR PERGOLA - ELEVATION (EAST/WEST)
SCALE: 1/2" = 1'-0"



4 CEDAR PERGOLA - SURFACE MOUNT
SCALE: 1/4" = 1'-0"

PREMIER
Landscape Architecture
2001 Spring Road, Oak Brook, Illinois | 630.321.9530 | www.premierservice.com

Petite Vie Restaurant
909 Burlington Ave. Western Springs, Illinois

Client Rep: MB
Designer: JS
Drafter: JS
Date: 2026.05.22

Revisions

By:	Date:

Site Details

L 1.1

Scale:
AS SHOWN

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Exhibit "B"

Ordinance No. 24-3174

(incorporated herein by reference)

Exhibit "C"

Insurance Certificate(s)

(attached)

AGENDA ITEM SUMMARY

BOARD OF TRUSTEES

Regular Meeting: June 15, 2026

AGENDA ITEM 10.A.

To: Board of Trustees
From: Diana Puga, Municipal Services Coordinator , Ronald Derengowski, Water Plant Superintendent
CC: Ellen Baer, Village Manager, Matthew Supert, Director of Municipal Services
RE: Agreement with Anchor Mechanical, Inc. for the CY25-26 Phase II Lead Service Line Replacement Construction (Omnibus Item)

Recommendation

Consider a recommendation to award the Phase II CY25-26 Lead Service Line Replacement Construction to the lowest cost, qualified, responsive bidder Anchor Mechanical, Inc. for an amount not to exceed $1,054,830.00.

Summary

The Municipal Services Department opened bids for the Phase 2 CY25-26 Lead Service Line Replacement Program (IEPA Loan L17-7896) on Friday, June 5th. The Village received three bids, with the lowest cost, qualified, responsive bidder, Anchor Mechanical, Inc. of Chicago, Illinois, presenting a bid of $1,054,830.00 for the replacement of 47 lead service lines. The engineer's estimate for the project was $1,194,314.00.

Following the bid opening, HR Green performed a thorough review of the bids received. While Anchor Heavy, LLC submitted the lowest bid, they did not meet the requirements to be considered for funding through the IEPA SRF Loan Program.

A summary of the cost breakdown for the IEPA loan is below:

Construction Engineering	$85,800.00
Construction	**$1,062,000.00**
Construction Contingency	$106,200
Construction Period Interest (Estimated)	$18,943.25
Total Project Cost & Construction Period Interest	**$1,342,026.25**

Financial Impact

Account 4303510 62020
Fund Water

2026 Budget $1,100,000.00
Project Cost $1,054,830.00

Recommended Motion

I move to approve an agreement with the lowest cost, qualified, responsive bidder, Anchor Mechanical, Inc. for the CY25-26 Phase II Lead Service Line Replacement Construction (IEPA Loan L17-7896) for an amount not to exceed $1,054,830.00.

Strategic Plan Alignment

Infrastructure Improvements

File Attachments

1. Resolution No. 26-____ re Approving Low Bid and Authorizing Entry of a Contract with Anchor Mechanical For LSLR Phase II (BOT App
2. Anchor Mechanical -Notice of Award and Notice to Proceed
3. Letter of Recommendation - Phase 2
4. Notice of Intent to Award
5. Bid Certification and Checklist
6. Anchor Mechanical - Agreement

DRAFT 6.9.2026
RESOLUTION NO. 26-XXXX

VOTE: _____
AYES:_____
NAYS:_____
ABSENT: _____
ABSTAIN:_____
DATE: June 15, 2026
OTHER: None.

A RESOLUTION ACCEPTING THE LOWEST, QUALIFIED, RESPONSIVE BID AND AUTHORIZING THE EXECUTION OF THE LOCAL PUBLIC AGENCY AGREEMENT FOR LEAD SERVICE LINE REPLACEMENT – PHASE II CY25-26 L17-7896 CONTRACT TO BE ENTERED INTO BETWEEN THE VILLAGE OF WESTERN SPRINGS AND ANCHOR MECHANICAL, INC. OF CHICAGO, ILLINOIS, AND AUTHORIZING THE EXPENDITURE OF VILLAGE FUNDS TO PAY FOR THE PROJECT IN AN AMOUNT NOT TO EXCEED $1,054,830.00.

WHEREAS, the Village of Western Springs (the "Village") desires to construct certain improvements to existing public water supply facilities that are part of the Village's waterworks system, specifically with regards to compliance with the Lead Service Line Replacement ("LSLR") and Notification Act (the "Act"). Compliance with the Act requires the Village to, over time, replace all of the lead service lines in the Village; and

WHEREAS, The Village issued an invitation to bid for the replacement of 45 lead service lines which will be financed through the State of Illinois State Public Water Supply Loan Program (PWSLP) (the "Project"); and

WHEREAS, the Village received bids until June 5, 2025 at 10:00 AM Central Time and subsequently reviewed all proposals; and

WHEREAS, based on competitive bidding of the project, Anchor Mechanical, Inc. of Chicago, Illinois (the "Contractor"), submitted the lowest, qualified, responsive bid to complete the Project, with a total not-to-exceed amount of $1,054,830 and

WHEREAS, at an open public meeting held on June 2, 2026, the Village's Public Works and Water Committee ("Committee") reviewed and discussed the terms of the attached Contract, 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 Contract; and

WHEREAS, at open public meeting held on June 15, 2026, the President and Board of Trustees of the Village reviewed and discussed the Project, the Contract and the Committee's recommendation, and received input from the Village staff, and provided an opportunity for input from the public. At its June 15, 2026 Regular meeting, the Village Board accepted the Committee's recommendation to award the Project to the Contractor and authorize and approve the Contract; 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 Contract, 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 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 Contract and Other Related Documents. The President and Board of Trustees of the Village of Western Springs approve and authorize the execution of a contract (the "Contract"), 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, for the purpose of accepting the lowest cost, qualified, responsive bid submitted by Anchor Mechanical, to hire the Contractor to complete the Project. In addition, the Village Board authorizes and directs the Village President and Clerk, or their designees, to execute the final version of the Contract, and such other related documents as may be necessary to fulfill the Village's obligations under the Contract.

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 Contract.

Section 4: Delivery of Signed Documents. After approval and execution of this Resolution and the Contract 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 Contract 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 15th day of June, 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"

AGREEMENT BETWEEN THE VILLAGE OF WESTERN SPRINGS AND ANCHOR MECHANICAL, INC. OF CHICAGO, ILLINOIS FOR THE PHASE II CY25-26 LEAD SERVICE REPLACEMENT LINE PROJECT

(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 ACCEPTING THE LOWEST, QUALIFIED, RESPONSIVE BASE BID AND AUTHORIZING THE EXECUTION OF THE LOCAL PUBLIC AGENCY AGREEMENT FOR LEAD SERVICE LINE REPLACEMENT – PHASE II CY25-26 L17-7896 CONTRACT TO BE ENTERED INTO BETWEEN THE VILLAGE OF WESTERN SPRINGS AND ANCHOR MECHANICAL, INC. OF CHICAGO, ILLINOIS, AND AUTHORIZING THE EXPENDITURE OF VILLAGE FUNDS TO PAY FOR THE PROJECT IN AN AMOUNT NOT TO EXCEED $1,054,830.00.

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 15th day of June, 2026, at which meeting a quorum was present, and approved by the Village President of the Village of Western Springs on the 15th day of June, 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 June, 2026.

_____
Edward Tymick, Village Clerk

SEAL

NOTICE OF AWARD

To: _____

_____

_____

_____

PROJECT Description: Lead Service Line Replacement – Phase 2 project which generally consists of furnishing, all labor, materials, and equipment necessary to replace lead service lines for 47 properties from the watermain to curb box (public side) and from curb box to the water meter inside the building (private side), including but not limited to curb box removal or abandonment, curb box installation, lead service line disconnection and abandonment, installation and connection of new water service line, pavement & driveway restoration, sodding, tree protection, tree root pruning, and other work in accordance with the plans and specifications.

The OWNER has considered the BID submitted by you for the above-described WORK in response to its Advertisement for Bids dated _____, 2026 and Information for Bidders.

You are hereby notified that your BID has been accepted for items in the amount of $_____.

You are required by the Information for Bidders to execute the Agreement and furnish the required CONTRACTOR'S Performance BOND, Payment BOND and certificates of insurance within ten (10) calendar days from the date of this Notice to you.

If you fail to execute said Agreement and to furnish said BONDS within ten (10) days from the date of this Notice, said OWNER will be entitled to consider all your rights arising out of the OWNER'S acceptance of your BID as abandoned and as a forfeiture of your BID BOND. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER.

Dated this _____ day of _____, 20 _____.

Village of Western Springs_____
(Owner)

By _____

Title_____

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged,

by _____,

this the _____day of _____, 20 _____.

By _____

Title _____

NOTICE TO PROCEED

To: _____ Date: _____

_____ Project: _____

_____ _____

_____ _____

_____ _____

You are hereby notified to commence WORK in accordance with the Agreement dated _____ _____, 20 _____, on or before _____, 20 _____, and you are to complete the WORK within _____ consecutive calendar days thereafter.
The date of completion of all WORK is therefore _____, 20 _____.

Village of Western Springs_____
(Owner)

By _____

Title _____

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED
is hereby acknowledged by _____

_____,

this the _____day of

_____, 20 _____.

By _____

Title _____

HRGreen®

1391 Corporate Drive | Suite 203
McHenry, IL 60050
Main 815-385-1778
HRGREEN.COM

June 8h, 2026

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

Re: **Lead Service Line Replacement- Phase 2**
Recommendation for Intent to Award
HR Green Job No.: 2202505.02

Dear Mr. Supert,

On June 5th, 2026, the Village of Western Springs (Village) received three (3) bid proposals for the construction of the Lead Service Line Replacement- Phase 2, which consists of replacing lead service lines for 47 residential properties. The bids received are as shown in the attached bid tabulation.

Our office has completed its review of the bid proposals that were submitted for the subject project. Out of the three bids received, the lowest, responsible, responsive bidder is Anchor Mechanical, Inc. with a Total Bid Price of $1,054,830.00.

While Anchor Heavy Civil, LLC did submit a lower bid, they did not meet the bidding requirements to be considered for funding through the IEPA SRF Loan Program. The Information for Bidders indicates that “Award will be made to the low, responsive, responsible bidder.” Although Anchor Heavy Civil, LLC’s bid is the lowest, they did not meet the responsiveness and responsibility requirement as defined by the IEPA and as was very clearly indicated in the bidding documents. In particular, their bid is being rejected for the following reasons:

1. Failure to submit Certification of Nonsegregated Facilities
2. Failure to submit Certificate Regarding Debarment, Suspension and other Responsibility Matters
3. Failure to submit Bidder Certification in Compliance with Article 33E-11 to the “Criminal Code of 2012”
4. Failure to submit certification that all iron, steel, manufactured products and construction materials used for this project are produced in the United States (BABA Requirements)
5. Failure to follow Federal Disadvantaged Business Enterprise (DBE) requirements
    a. Failure to submit IEPA DBE Program Form #1
    b. Failure to provide Certificate of Publication showing that advertisement was completed requesting bids from Disadvantaged Business (DBE) Construction Contractors

Given these factors, HR Green, Inc. recommends that the Village issue a Notice of Intent to Award (NOIA) to Anchor Mechanical, Inc. in the amount of $1,054,830.00 for the Lead Service Line Replacement- Phase 2 project.

If you have any questions, please let us know.

Sincerely,

HR Green, Inc.



Sylwia Kokoszka, PE, CFM

Lead Engineer- Water

file://hrgreen.com/HRG/Data/2022/2202505.02/Design/Bid/ltr_recommendation_060526.docx

HRGreen

HR Green, Inc.
1391 Corporate Drive Suite 203
McHenry, IL 60050

Date: 6/5/2026

Project:	Western Springs - Lead Service Replacement- Phase 2			Engineer:	SK	ENGINEER'S ESTIMATE		Anchor Mechanical, Inc.		IHC Construction Co.		Anchor Heavy Civil, LLC	
				Bids Rec'd:	3								
Job No.:	2202505.02												
NO.	DESCRIPTION	UNIT	QTY			Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
	Base Bid												
1	Water Service Installation, Trenchless Method, 1"	LF	2,450			$77.00	$188,650.00	$75.00	$183,750.00	$17.00	$41,650.00	$40.00	$98,000.00
2	Water Service Installation, Trenchless Method, 1.5"	LF	1,002			$83.00	$83,166.00	$90.00	$90,180.00	$68.00	$68,136.00	$60.00	$60,120.00
3	Disconnect Existing Water Service From Watermain	EA	47			$1,320.00	$62,040.00	$3,500.00	$164,500.00	$1,530.00	$71,910.00	$490.00	$23,030.00
4	Watermain Tap and Corporation Stop, 1.5"	EA	47			$5,500.00	$258,500.00	$4,500.00	$211,500.00	$15,000.00	$705,000.00	$1,500.00	$70,500.00
5	Connection to Water Meter, Complete	EA	47			$4,950.00	$232,650.00	$1,250.00	$58,750.00	$5,500.00	$258,500.00	$200.00	$9,400.00
6	Curb Boxes to be Removed	EA	20			$660.00	$13,200.00	$1,000.00	$20,000.00	$1,750.00	$35,000.00	$100.00	$2,000.00
7	Curb Boxes to be Abandoned	EA	27			$330.00	$8,910.00	$500.00	$13,500.00	$420.00	$11,340.00	$800.00	$21,600.00
8	Curb Stop and Box, 1.5"	EA	47			$1,100.00	$51,700.00	$1,500.00	$70,500.00	$2,400.00	$112,800.00	$1,350.00	$63,450.00
9	Pavement Removal and Replacement, Bituminous	SY	349			$220.00	$76,780.00	$225.00	$78,525.00	$167.00	$58,283.00	$125.00	$43,625.00
10	Pavement Removal and Replacement, P.C.C.	SY	158			$204.00	$32,232.00	$145.00	$22,910.00	$175.00	$27,650.00	$145.00	$22,910.00
11	P.C.C Sidewalk Removal and Replacement	SF	20			$39.00	$780.00	$30.00	$600.00	$25.00	$500.00	$80.00	$1,600.00
12	Residential Driveway Removal and Replacement, P.C.C.	SY	50			$292.00	$14,600.00	$145.00	$7,250.00	$151.00	$7,550.00	$180.00	$9,000.00
13	Residential Driveway Removal and Replacement, Bituminous	SY	11			$275.00	$3,025.00	$225.00	$2,475.00	$156.00	$1,716.00	$185.00	$2,035.00
14	Combination Curb & Gutter Removal and Replacement	LF	647			$88.00	$56,936.00	$75.00	$48,525.00	$66.00	$42,702.00	$39.00	$25,233.00
15	Remove and Reinstall Brick Pavers	SF	116			$33.00	$3,828.00	$30.00	$3,480.00	$55.00	$6,380.00	$52.00	$6,032.00
16	Sodding, Salt Tolerant (Complete)	SY	303			$46.00	$13,938.00	$20.00	$6,060.00	$60.00	$18,180.00	$35.00	$10,605.00
17	Tree Protection	EA	55			$237.00	$13,035.00	$275.00	$15,125.00	$140.00	$7,700.00	$160.00	$8,800.00
18	Tree Root Pruning	EA	16			$209.00	$3,344.00	$450.00	$7,200.00	$30.00	$480.00	$325.00	$5,200.00
19	Television Inspection of Sewer Service Lateral	LS	1			$33,000.00	$33,000.00	$30,000.00	$30,000.00	$135,000.00	$135,000.00	$35,000.00	$35,000.00
20	Sediment and Erosion Control	LS	1			$11,000.00	$11,000.00	$5,000.00	$5,000.00	$10,000.00	$10,000.00	$7,500.00	$7,500.00
21	Traffic Control and Protection	LS	1			$33,000.00	$33,000.00	$15,000.00	$15,000.00	$25,400.00	$25,400.00	$20,000.00	$20,000.00
	Alternate Bid A Items												
22	Water Service Installation, Trenchless Method, 2"	LF				$100.00		$120.00		$85.00		$125.00	
23	Watermain Tap and Corporation Stop, 1"	EA				$4,000.00		$4,500.00		$14,500.00		$1,400.00	
24	Watermain Tap and Corporation Stop, 2"	EA				$6,500.00		$5,000.00		$1,600.00		$1,900.00	
25	Curb Stop and Box, 1"	EA				$1,000.00		$1,500.00		$2,000.00		$1,250.00	
26	Curb Stop and Box, 2"	EA				$1,700.00		$2,000.00		$2,600.00		$1,900.00	
27	Water Service Installation, Open Cut Method, 1"	LF				$200.00		$150.00		$220.00		$36.00	
28	Water Service Installation, Open Cut Method, 1.5"	LF				$250.00		$160.00		$258.00		$40.00	
29	Water Service Installation, Open Cut Method, 2"	LF				$300.00		$175.00		$275.00		$55.00	
30	Water Meter Relocation, Complete	EA				$2,100.00		$2,500.00		$50.00		$1,100.00	
31	Shrub Removal	EA				$200.00		$300.00		$850.00		$250.00	
32	Tree Removal (6-15 Units Diameter)	UNIT				$250.00		$1,500.00		$100.00		$65.00	
33	Tree Removal (Over 15 Units Diameter)	UNIT				$300.00		$2,500.00		$120.00		$95.00	
34	Rock Excavation	CY				$600.00		$2,750.00		$395.00		$90.00	
35	Water Service Casing	LF				$30.00		$27.00		$50.00		$125.00	
36	Exterior Foundation Pit	EA				$3,000.00		$3,000.00		$2,800.00		$3,500.00	
				Total =			$1,194,314.00		**$1,054,830.00**		$1,645,877.00		$545,640.00
									^				^
									LOW, Responsive, Responsible Bidder				**Bid Rejected For Not Meeting IEPA Bidding Requirements**

NOTICE OF INTENT TO AWARD

To: Anchor Mechanical, Inc.
225 California Ave.
Chicago, IL 60612

Project Description: Lead Service Line Replacement – Phase 2 project which generally consists of furnishing, all labor, materials, and equipment necessary to replace lead service lines for 47 properties from the watermain to curb box (public side) and from curb box to the water meter inside the building (private side), including but not limited to curb box removal or abandonment, curb box installation, lead service line disconnection and abandonment, installation and connection of new water service line, pavement & driveway restoration, sodding, tree protection, tree root pruning, and other work in accordance with the plans and specifications.

The OWNER has considered the BID submitted by you for the above described WORK, in response to its Advertisement for Bids, dated 4/21, 2026 and Information for Bidders.

You are hereby notified that your BID will be accepted, contingent upon Illinois Environmental Protection Agency (IEPA) approval, for items in the amount of $ 1,054,830.00.

You will be required by the Information for Bidders to execute the Agreement and furnish the required CONTRACTOR'S Performance BOND, Payment BOND and certificates of insurance within ten (10) calendar days from the date of the final Notice to be sent upon IEPA approval, to you.

Dated this day of 6/15/2026

Village of Western Springs

By: _____

Title: _____

Illinois Environmental Protection Agency

2520 West Iles Avenue • P.O. Box 19276 • Springfield, Illinois • 62794-9276 • 217-782-3397

BIDDING REVIEW CERTIFICATION AND CHECKLIST FOR CONSTRUCTION CONTRACTS

Loan Applicant: Village of Western Springs Loan Number: L17 7896

Project Description: Replacement of 47 lead service lines

YES	NO	N/A	DOCUMENTATION REQUIRED FOR BID APPROVAL
☒	☐		**1.** The Bid Advertisement was published in a **DAILY** regional newspaper, Dodge Reports (http://dodgeprojects.construction.com/), or approved equivalent. The ad notified bidders that this procurement is subject to regulations contained in the Procedures for Issuing Loans from the WPCLP or the PWSLP (**circle one**), the Davis-Bacon Act, the Employment of IL Workers on Public Works Act, the federal "Build America, Buy America Act", and the Loan Applicant's policy on the increased use of DBEs. [Ref. 662.620(b) or 365.620(b)].
☒	☐		**a.** A copy of both the Newspaper Ad and the Certificate of Publication are attached **OR** a screenshot of the online ad is attached along with a payment receipt.
			b. Name of Newspaper or Equivalent: Chicago Sun Times
			c. Date of Publication: 4/21/2026
			d. Date of Bid Opening: 6/5/2026
			e. Bid Expiration Date: 9/3/2026
☒	☐		**2.** A copy of the Bid Tabulation is attached. [Ref. 662.620(e)(2)(B) or 365.620(e)(2)(B)].
			a. Number of bids received: 3
			b. Amount of lowest BASE bid: $ 545,640.00
			c. Amount of highest BASE bid: $ 1,645,877.00
☒	☐		**3.** A copy of the proposal (bid) signed by selected contractor is attached. [662.620(e)(2)(D) or 365.620(e)(2)(D)]
☒	☐		**4.** The Consultant's Analysis of Bids and Recommendation to Award is attached. [Ref. 662.620(e)(2)(F) or 365.620(e)(2)(F)]
☒	☐		**5.** Applicant has prepared a Notice of Intent to Award and a copy is attached. [Ref. 662.620(e)(2)(E) or 365.620(e)(2)(E)]. The notice is dated: 6/15/2026
			a. If any bid alternates (deductive or additive) were accepted, list and include costs. N/A
☐	☐	☒	**b.** Accepted Bid Alternates were approved by the Agency's Permit Section?
☒	☐	☐	**6.** The applicant received a minimum 5% Bid Bond or Cashier's Check from the selected contractor and a signed Power of Attorney (for bid bond only). A copy is attached. [Ref. 662 or 365.620(e)(2)(F)].
☒	☐		**7.** Selected contractor submitted the lowest, responsive, responsible bid.
☒	☐	☐	**a.** If not, is written justification disqualifying the apparent low bidder attached? [Ref. 662.620(e)(4) or 365.620(e)(4)].
☐	☒		**b.** Has the selected contractor been debarred or suspended? Information may be verified at: https://www.sam.gov/
☐	☒		**c.** Are there any appeals or protests? Ref. 662.640 or 365.640. **If YES**, alert Illinois EPA.
☐	☐	☒	**8.** Has the Illinois Environmental Protection Agency (Illinois EPA) issued a valid construction permit for this project? [Ref. 662.350(c) or 365.350(c)].
			a. **If YES**, provide the Issue Date and Permit No.:
			b. **If NO**, provide an explanation.: Not applicable for LSLR

YES	NO	N/A	DOCUMENTATION REQUIRED FOR BID APPROVAL (CONT.)
☒	☐		**9.** Bid quantities, major equipment, and suppliers are consistent with the Agency approved Plans & Specifications and/or Illinois EPA Construction Permit.
☐	☐	☒	**a.** **If NO**, has Agency approved the changes? (Changes must be approved by Permit Section). If not, provide an explanation.
☒	☐		**10.** Were any addenda issued during the bidding period? [Ref. 662.620(d) or 365.620(d)].
☒	☐	☐	**a.** Copies of all Addenda are attached. All addenda require Agency approval and must be consistent with approved planning.
☒	☐	☐	**b.** Addenda were distributed to all prospective bidders?
☐	☒	☐	**c.** The following addenda were previously submitted & approved by Illinois EPA? Addenda Numbers: _____
☒	☐	☐	**d.** The following addenda will be approved at the time of bid review? Addenda Numbers: 1
☐	☐	☒	**e.** If a supplemental construction permit was issued due to addenda, a copy is attached.
☒	☐		**11.** The signed bid proposal contains the Non-Collusion and Certification Statements. [Ref. 662.620(c)(6) or 365.620(c)(6)]. **Page No.:** 12 of 263
			12. Davis-Bacon Wage Act Compliance - The bid proposal **OR** the contract documents must include the Davis-Bacon Wage Act language (verbatim) as contained within Illinois EPA's example documents. Wage Rate Determinations are normally set on the bid opening date and are available at https://www.sam.gov/wage-determinations. [Ref. 662.620(f)(3) or 365.620(f)(3)]
☒	☐		**a.** Davis-Bacon language is in the bidder's PROPOSAL. **Page No.:** 19 of 263
☒	☐		**b.** Davis-Bacon language is in the CONTRACT documents. **Page No.:** 14 of 261
☒	☐		**c.** A copy of the applicable Wage Rate Determinations is attached.
			13. The following certifications were received from the selected contractor.
☒	☐		**a.** Certification of Nonsegregated Facilities. [Ref. 662.620 or 365.620(f)(6)] **Page No.:** 44 of 263
☒	☐		**b.** Certificate Regarding Bid Rigging & Rotating (Criminal Code 33E) [Ref. 662.620(c)(6)(A)(iii) or 365.620(c)(6)(A)(iii)] **Page No.:** 52 of 263
☒	☐		**c.** Certificate Regarding Debarment, Suspension, and other Responsibility Matters. [Ref. 662.620(f)(5) or 365.620(f)(5)] **Page No.:** 46 of 263
☒	☐		**d.** Certification that all iron, steel, manufactured products, and construction materials used for this project must be produced in the United States. [Build America, Buy America Act]. **Page No.:** 62 of 263
☒	☐		**14.** General contractor's **FEIN:** 36-4248861 & **Unique ID #:** RNY2SMAW5D98
☒	☐		**15.** Federal DBE requirements for this project have been met? (40 CFR Part 33) See attached Pages 3 thru 4. Guidance is available on Illinois EPA's website. [Ref. 662.620(f)(4) or 365.620(f)(4)].
☒	☐		**16.** Construction contract completion date OR length of time to complete the project: 180 days after NTP (date/days). The substantial and/or final completion date(s)/time(s) is in the Contract Documents. **Page No.:** 7 of 261
☒	☐		**17.** Contractor's list of subcontractors submitting quotes is attached. **If NO**, provide an explanation.
☒	☐		**18.** For line-item bids only: Has the Illinois EPA EXCEL line-item spreadsheet been submitted to Illinois EPA?

DISADVANTAGED BUSINESS ENTERPRISE REVIEW
CONSTRUCTION CONTRACTS/EQUIPMENT WITH LABOR INVOLVED

LOAN APPLICANT RESPONSIBILITIES

YES	NO	N/A	
☒	☐	☐	**1.** The Loan Applicant has submitted evidence of placing an "advertisement for bids" in a **DAILY**, regional newspaper for a minimum of one day. The advertisement must state, "this procurement is subject to the Loan Applicant's policy regarding the increased use of Disadvantaged Business enterprises". See Item #1 of the "Bidding Review Checklist" and the example advertisement contained within Illinois EPA's "Front End Documents". If an online advertisement was placed with the "Dodge Reports" or an equivalent website, a screenshot of the advertisement along with the webpage address, and a receipt must be attached.
☒	☐	☐	**2.** Length of bidding period by Loan Applicant allows the potential prime contractor time to advertise for DBE subcontractors. The recommended time is 45 days and the minimum is generally 30 days. 45 Days
☐	☒	☐	**3.** Loan Applicant held a Pre-bid meeting for potential bidders? A Pre-bid meeting is highly recommended. _____ Date of Pre-Bid Meeting

BIDDER/PRIME CONTRACTOR RESPONSIBILITIES

YES	NO	N/A	
☐	☐	☒	**1.** **Completed, signed certification from the bidder(s)**, attesting that the bidder will award no subagreements, including the procurement of equipment, materials, supplies, and services, in the performance of this contract.
			OR
☒	☐	☐	**2.** "Certificate of Publication" and copy of the advertisement from a **DAILY**, regional newspaper is attached. If the certificate is not available other evidence/proof of publication such as actual page from the newspaper **may** be accepted. If an online advertisement was placed with the "Dodge Report" or an equivalent website, a screenshot of the advertisement along with the webpage address, and a receipt must be attached. All advertisements must run one day at least 16 days prior to bid opening. **a.** Date of Bidder Advertisement: 5/21/2026 **b.** Date of Bid Opening: 6/5/2026
☒	☐	☐	**3.** If DBEs will be utilized, a completed **Illinois EPA DBE Form #3** from each Disadvantaged Business to be utilized attesting that they are a Disadvantaged Business. This form must be signed by the Prime Contractor and Subcontractor, and include the DBE's name, address, telephone number, a description of the work, DBE certifying Agency, and estimated cost of the subcontract.
☒	☐	☐	**4.** If DBEs will be utilized, a signed certification from the Prime Contractor attesting that the prime contractor has no dominating or conflict of interest with the Disadvantaged Business Enterprise to be utilized. **Illinois EPA DBE Form #1** contains this phrase and may be used for this purpose.
☐	☐	☒	**5.** Names, addresses, telephone numbers of Disadvantaged Businesses which submitted proposals, but will not be utilized. Justification for their non-utilization must be provided. **Illinois EPA DBE Form #1** may be used to report this information.
☐	☐	☒	**6.** In instances where the bidder(s) does not receive any inquiries or proposals from Disadvantaged Businesses prior to bid opening, the bidder(s) must provide a written certification attesting that no responses or proposals were received. **Illinois EPA DBE Form #1** may be used to report this information.
☒	☐	☐	**7.** Prime contractor's list of **all DBE and non-DBE subcontractors** submitting proposals/quotes is attached. List will include names, addresses, e-mails, phone numbers, DBE status, and what work the entity bid or quoted (painting, welding, supplies, etc.). List will be maintained during the project & made available upon request. **Illinois EPA DBE Form #4** may be used to report this information.

RESPONSIBILITY DETERMINATION

YES	NO	N/A
☒	☐	☐

1. The Prime Contractor (low, responsive, responsible bidder) must provide DBE subcontractors that have been selected to perform work with a Letter of Intent signed by the Prime Contractor and the DBE subcontractor. The Letter of Intent must describe work that will be performed by the subcontractor and the price of the work. **(Illinois EPA DBE Form #3 may be used in lieu of a letter).**

LOAN APPLICANT SIGNATURE

By signing this document, I certify that the above information is, to the best of my knowledge, true and accurate. I agree to fully comply with the State of Illinois' Procedures for Issuing Loans from the Water Pollution Control Loan Program and/or the Procedures for Issuing Loans from Public Water Supply Loan Program. Furthermore, the proposal is consistent with approved specifications for this loan project in terms of quantity, description, and eligibility. I understand that DBE forms and guidance documents may be obtained from the Illinois EPA website or by contacting the Infrastructure Financial Assistance Section at 217-782-2027.

Authorized Representative's Printed Name: _____ Title: _____

Authorized Representative's Signature: _____ Date: _____

BELOW THIS LINE FOR ILLINOIS EPA USE ONLY

This proposal is approved for award to _____ (insert contractor's name) in the allowable amount of $ _____ which includes the base bid and any accepted alternates. Ineligible contract costs of $ _____ were removed. All addenda (Items 10 C &D) have been approved by IFAS and Permits (if necessary). _____ (PM initial)

PM's Signature: _____ Date: _____

Supervisor's Concurrence: _____ Date: _____

Comments:

CLEAR FORM

AGREEMENT

THIS AGREEMENT, made this 5th day of June, 2026, by and between Village of Western Springs, hereinafter called "OWNER" and Anchor Mechanical doing business as (an individual) or (a partnership) or (a corporation) hereinafter called "CONTRACTOR".
WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. The CONTRACTOR will commence and complete the construction of Lead Service Line Replacement – Phase 2 project which generally consists of furnishing, all labor, materials, and equipment necessary to replace lead service lines for 47 properties from the watermain to curb box (public side) and from curb box to the water meter inside the building (private side), including but not limited to curb box removal or abandonment, curb box installation, lead service line disconnection and abandonment, installation and connection of new water service line, pavement & driveway restoration, sodding, tree protection, tree root pruning, and other work in accordance with the plans and specifications.

2. The CONTRACTOR will furnish all of the material, supplies, tools, equipment, labor and other services necessary for the construction and completion of the PROJECT described herein.

3. The CONTRACTOR will commence the work required by the Contract Documents within 10 calendar days after the date of the NOTICE TO PROCEED and will complete the same within 180 calendar days unless the period for completion is extended otherwise by the CONTRACT DOCUMENTS.

4. The CONTRACTOR agrees to perform all of the WORK described in the CONTRACT DOCUMENTS and comply with the terms therein for the sum of $1,054,830.00, or as shown in the BID schedule.

5. The term "CONTRACT DOCUMENTS" means and includes the following:
   (A) Advertisement for BIDS
   (B) Information for BIDDERS
   (C) BID
   (D) BID BOND
   (E) Agreement
   (F) Payment BOND

(G) Performance BOND

(H) NOTICE OF AWARD

(I) NOTICE TO PROCEED

(J) CHANGE ORDER

(K) DRAWINGS prepared by HR Green, Inc.
numbered G001 through C507 and dated April 20th, 2026

(L) SPECIFICATIONS prepared or issued by HR Green, Inc.,
dated April 20th, 2026

(M) ADDENDA:

No. 1, dated 5/26/2026, 20 26

No. _____, dated _____, 20 _____

No. _____, dated _____, 20 _____

6. The OWNER will pay to the CONTRACTOR in the manner and at such times, such amounts as required by the CONTRACT DOCUMENTS. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions. The Owner shall retain from each monthly payment 10 percent of the amount which is determined to be due according to the recommendation of the Engineer. The retainage shall constitute a fund for the payment of claims for materials furnished and labor performed on the project and will be held and disposed of by the Owner as provided by current statute.

7. The contractor shall not discriminate based on race, color, national origin or sex in the performance of this contract. The contractor shall carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the contractor to carry out these requirements is a material breach of this contract which may result in the termination of this contract or other legally available remedies.

8. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in (_____) each of which shall be deemed an original on the date first above written.

AGENDA ITEM SUMMARY

BOARD OF TRUSTEES

Regular Meeting: June 15, 2026

AGENDA ITEM 10.B.

To: Board of Trustees
From: Ronald Derengowski, Water Plant Superintendent
CC: Ellen Baer, Village Manager, Matthew Supert, Director of Municipal Services, John Mastandona, Director of Finance
RE: Professional Service Agreement with HR Green, Inc for Risk and Resilience Assessment Assistance (Omnibus Item)

Recommendation

The Public Works and Water Committee will review this item at their meeting on June 15, 2026. Their recommendation will be presented at the Village Board meeting.

Summary

A Risk and Resilience Assessment is a structured process to identify and evaluate threats both natural and malevolent that can disrupt water supply or wastewater service. It is required under the America's Water Infrastructure Act (AWIA) for a community water system to recertify every five years.

Attached you will find the quotes from MZone 1 and from HR Green. The report and recertification will be prepared utilizing the USEPA Small Community Risk and Resilience Assessment checklist. Each critical asset will be assigned the most relevant and probable threats. Impacts that may result from the threat will be detailed to include the effects on assets, water service, and on public health.

The Risk and Resilience Assessment was not budgeted in 2026, but is a regulatory requirement. The cost of the membrane filter replacement went under budget and Municipal Services is requesting the transfer of the remaining balance to cover the Risk and Resilience Assessment. This would be a transfer of $15,945.00 from account 4302510 55352 to 4302510 50331.

Financial Impact

Account: 4302510 50331
Fund: Water Fund
2026 Budget: Not Budgeted
Project Cost: $15,945.00 (transfer from account 4302510 50331)

Recommended Motion

I move to recommend to the Village Board the approval of a professional service agreement

with HR Green for the Risk and Resilience Assessment not to exceed a total of $15,945.00.

Strategic Plan Alignment

Public Safety and Community Engagement

File Attachments

1. Resolution No. 26-____ re PSA with HR Green for a Risk and Resilience Report (IEPA)(BOT Appr. 6.9.26)(2140806.1)
2. Exhibit 1 - Rider to PSA for Assistance with Risk and Resilience Report (HR Green) (BOT Appr. 6.9.2026)(2140810.1)
3. Estimate_1140_from_Mzone1
4. Agt_040926-HRG_WesternSprings_Update-RRA-_checklistmethod-rj

DRAFT 06.9.2026
RESOLUTION NO. 26-????

VOTE: _____
AYES:_____
NAYS:_____
ABSENT: _____
ABSTAIN:_____
DATE: June 15, 2026

A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE VILLAGE OF WESTERN SPRINGS AND HR GREEN, INC. OF CHICAGO, ILLINOIS FOR THE RISK AND RESILIENCE ASSESSMENT FOR AN AMOUNT NOT TO EXCEED $15,945.00.

WHEREAS, the President and Board of Trustees of the Village of Western Springs ("Village Board") and HR Green, Inc. of Chicago, Illinois ("Engineer") desire to enter into a Professional Services Agreement for services related to the Risk and Resilience Assessment (collectively, the "Services") and its Exhibit "1" entitled "Rider to Professional Services Agreement Between The Village Of Western Springs and HR Green, Inc. for Risk and Resilience Assessment 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 project management and updating of the existing risk and resilience assessment (RRA); and

WHEREAS, the fee to perform the Services is a "not-to-exceed" fee of $15,945. The Engineer's fee will be paid from the Water Fund; and

WHEREAS, at an open public meeting held on June 2, 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 an open public meeting held on June 15, 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 June 15, 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 Risk and Resilience Assessment Assistance ("Services") and its Exhibit "1" entitled "Rider to Professional Services Agreement Between The Village Of Western Springs and HR Green, Inc. for Risk and Resilience Assessment 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 15th day of June, 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 HR Green, Inc.
for Risk and Resilience Assessment Assistance

Exhibit "1"

Rider to Professional Services Agreement
Between the Village Of Western Springs and HR Green, Inc.
for Risk and Resilience Assessment 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 HR GREEN, INC. OF CHICAGO, ILLINOIS FOR THE RISK AND RESILIENCE ASSESSMENT FOR AN AMOUNT NOT TO EXCEED $15,945.00.

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 15th day of June, 2026, at which meeting a quorum was present, and approved by the Village President of the Village of Western Springs on the 15th day of June, 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 June 2026.

_____
Edward Tymick, Village Clerk

SEAL

Exhibit "1"

Rider to Professional Services Agreement
Between The Village Of Western Springs and Baxter and HR Green, Inc.
for Risk and Resilience Report Assistance

(attached)

Rider to Professional Services Agreement
Between The Village Of Western Springs and HR Green, Inc.
For Risk and Resilience Report 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 polices 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 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 III. 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: June, 2026

ESTIMATE

Mzone1
1429 Elliot Dr
Munster, IN 46321-3120

timothyzatorski@m1zone.com
+1 (219) 688-8976

Mr Ron Derengowski

Bill to
Mr. Ron Derengowski
Village of Western Spring IL Water Department
740 Hillgrove Avenue
Western Springs, IL 60558

Ship to
Mr Ron Derengowski
Village of Western Spring IL Water Department

Estimate details
Estimate no.: 1140
Estimate date: 05/18/2026

#	Product/service	Description	Rate	Amount
1.	**AWIA Compliance Assistance**	Prepare and Conduct a Drinking Water Security Vulnerability Assessment for all Mision Critical Operations, Identify Cost Effective Measures to Reduce Security Risks, as required by AWIA Risk and Resiliency.	1	$10,000.00
2.	**2026 AWIA 5 Year SVA and ER Update and Completion Certification**	Prepare for retention an Emergency Response Plan and Coordinate Remedial Activities with Plant Operations Staff and Frist Responders as required elements as required by AWIA Risk and Resiliency.	1	$10,000.00

Annual AWIA Plan Maintenance and Training: (2027 - 2030) AWIA's Risk and Resiliency Assessments and Emergency Response Certification Annual Plan Changes combined with required Annual Training to be billed at a rate of $ 5,000.00 per year in January 2027-2030

Total **$20,000.00**

Accepted date **Accepted by**

PROFESSIONAL SERVICES AGREEMENT

For

Risk and Resilience Assessment

Ron Derengowski
Water Plant Superintendent
Village of Western Springs
740 Hillgrove Avenue
Western Springs, IL 60558
(708) 246-1800 Ext. 214

Sylwia Kokoszka, PE
Lead Engineer- Water
HR Green, Inc.
1391 Corporate Drive, Suite 203
McHenry, IL, 60050

HR Green Project Number - 2503689

April 9th, 2026

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THIS **AGREEMENT** is between VILLAGE OF WESTERN SPRINGS (hereafter “CLIENT”) and HR GREEN, INC. (hereafter "COMPANY").

1.0 Project Understanding

1.1 General Understanding

The America’s Water Infrastructure Act of 2018 (AWIA) requires community water systems serving more than 3,300 people to conduct a Risk and Resilience Assessment (RRA) and prepare an Emergency Response plan (ERP). The communities have to submit a certification to the U.S. Environmental Protection Agency (U.S. EPA) for completing the RRA and ERP. The AWIA requires the water utilities to complete a review of the RRA and ERP documents every five years from the date of the initial submission. The RRA renewal needs to be completed, and certification submitted to U.S. EPA by June 30 2026, and the ERP renewal certification submitted by December 31, 2026. In general, the AWIA considerations for RRA and ERP include:

RRA

- Risks to the water system from malevolent acts and natural hazards
- Resilience of system components
- Monitoring practices for such things as operations, water quality, energy, and security
- Financial Infrastructure of the Utility
- Use, storage, and handling of various chemicals
- Operations and maintenance

ERP

- Strategies and resources to improve resilience, including physical and cyber security
- Plans and procedures that can be implemented and identification of equipment that can be utilized in the event of a malevolent act or natural hazards that threaten the ability to supply safe drinking water
- Actions, procedure, and equipment to lessen the impact on public health and safety and supply of safe drinking water from a malevolent act or natural hazard
- Strategies that can be used to aid in the detection of malevolent acts or natural hazards that threaten the security of the water system

The CLIENT is requesting COMPANY’s assistance with updating the RRA to meet U.S. EPA requirements.

1.2 Design Criteria/Assumptions

- Complete RRA using USEPA Small Community Risk and Resilience Assessment Checklist, current version
- Complete EPA Water Cybersecurity Assessment Tool (WCAT)
- Design review workshop will be conducted with the CLIENT’s personnel, key individuals from the COMPANY’s project team and others as needed at critical milestones as identified in the following section.
- ERP is not included in the scope of the contract.

2.0 Scope of Services

The CLIENT agrees to employ COMPANY to perform the following services:

Task 1: Project Management and Meetings

Project Management:

- Project work plan including the schedule of deliverables and meetings.
- Outline participants, contacts, and communication procedures.
- Provide ongoing quality assurance and quality control. QA/QC includes using internal staff peer reviews ahead of deliverables.
- Provide ongoing project management including directing team, coordination of information and deliverables.

Project Meetings:

- Workshop Meeting (Virtual)
  - COMPANY and CLIENT will have a workshop meeting to discuss whether the CLIENT agrees with the risk and resilience analysis and to collect necessary data. The workshop attendees will include no more than two COMPANY team members, and four hours planned for this workshop (8 total hours assumed).
- Progress Meetings with the Client (Virtual)
  - Discuss results of the analysis and obtain CLIENT comments on draft reports

Task 2: Update Existing Risk and Resilience Assessment (RRA)

- Asset Characterization: The first step in the RRA is asset characterization. As part of the AWIA requirements, each utility must identify critical assets within the following ten asset categories:
  - Physical Barriers
  - Source water
  - Pipes and constructed conveyances, water collection, and intake
  - Pretreatment and treatment
  - Storage and distribution facilities
  - Electronic, computer, or other automated systems (including the security of such systems)
  - Monitoring practices
  - Financial infrastructure
  - The use, storage, or handling of chemicals
  - The operation and maintenance of the system

COMPANY has budgeted 8 hours total for one site visit by one COMPANY team member to conduct site visits to the CLIENT's existing water system facilities – well sites, water treatment plants, storage facilities and document the above-mentioned capital improvements completed by the CLIENT in the RRA Report.

- Threat Analysis: Threat analysis estimates the likelihood of malevolent attack, dependency/proximity hazard, or natural hazard based on several factors for threat likelihood.

- Threat likelihood ranges will be updated based on EPA's current guidance documents.
- The factors impacting threat likelihood will be reassessed based on current EPA guidance documents.

- Risk and Resilience Assessment Checklist: The USEPA Small Community Risk and Resilience Assessment Checklist assessment will be prepared based on the EPA's current checklist version. As a guideline, EPA has identified threat categories for malevolent acts, natural hazards, and dependency/proximity threats. Each critical asset will be assigned the most relevant and probable threats that may adversely affect CLIENT facilities.
  - Threat assignments will be updated based on the EPA's current threat categories.
  - The description of impacts that may result from the threat, including effects on major assets, water service, and public health will be included, as applicable.

- Water Cyber Assessment
  - The EPA's Water Cyber Assessment Tool (WCAT) will be used to evaluate the cybersecurity practices at the water utility.

- Submit Draft RRA to CLIENT
  - COMPANY will submit draft RRA to CLIENT for review. A meeting will be held to discuss the results of the RRA and obtain CLIENT comments.

- Finalize RRA and Submittal of Certification to U.S. EPA
  - The CLIENT review comments on the draft RRA will be incorporated and final RRA will be submitted to CLIENT. CLIENT to submit certification to U.S. EPA per Agency guidelines that the RRA has been completed.

3.0 Deliverables and Schedules Included in this Agreement

Notice to Proceed:……May 11th, 2026
Site Visit ..... Week of May 18th
Workshop for Risk and Resiliency Assessment (RRA) ..... Week of June 8th
Submit draft RRA to the OWNER ..... Week of June 15th
Meeting to discuss draft RRA ..... Week of June 15th
Submit final RRA to the OWNER..... Week of June 22nd

This schedule was prepared to include reasonable allowances for review and approval times required by the CLIENT and public authorities having jurisdiction over the project. This schedule shall be equitably adjusted as the project progresses, allowing for changes in the scope of the project requested by the CLIENT or for delays or other causes beyond the control of COMPANY.

4.0 Items not included in Agreement/Supplemental Services

The following items are not included as part of this agreement:

1. Quantitative risk assessment (using EPA's VSAT Web 3.0 tool), including quantitative estimates of threats, vulnerabilities, consequences, and monetized risk.
2. Countermeasure Analysis Assessment, which is considered optional by the EPA VSAT Web 3.0 tool is not included in the scope.
3. Preparation of Emergency Response Plan

Supplemental services not included in the agreement can be provided by COMPANY under separate agreement, if desired.

5.0 Services by Others

N/A

6.0 Client Responsibilities

1. Access to CLIENT's facilities for data collection
2. Timely review of draft submittals
3. Provide personnel knowledgeable about operations and maintenance of facilities to be available for discussions, accompany COMPANY on site visits, and to answer questions.
4. Provide personnel knowledgeable about Village emergency response to be available for discussions, participate in workshops, and to answer questions, as needed.
5. Provide data on past construction costs for existing critical assets.
6. Submit RRA and certification to US EPA that the RRA has been completed.

7.0 Professional Services Fee

7.1 Fees

The fee for services will be based on COMPANY standard hourly rates current at the time the Agreement is signed. These standard hourly rates are subject to change upon 30 days' written notice. Non-salary expenses directly attributable to the project such as: (i) living and traveling expenses of employees when away from the home office on business connected with the project; (ii) identifiable communication expenses; (iii) identifiable reproduction costs applicable to the work; and (iv) outside services will be charged in accordance with the rates current at the time the service is done.

7.2 Invoices

Invoices for COMPANY's services will be submitted, on a monthly basis. Invoices will be due and payable upon receipt in accordance with the Illinois Prompt Payment Act 50ILCS 505. If any invoice is not paid within these timelines, COMPANY may, without waiving any claim or right against the CLIENT, and without liability whatsoever to the CLIENT, suspend or terminate the performance of services.

7.3 Extra Services

Any service required but not included as part of this Agreement shall be considered extra services. Extra services will be billed on a Time and Material basis with prior approval of the CLIENT.

7.4 Exclusion

This fee does not include attendance at any meetings or public hearings other than those specifically listed in the Scope of Services. These service items are considered extra and are billed separately on an hourly basis.

7.5 Payment

The CLIENT AGREES to pay COMPANY on the following basis:

Per current Rate Schedule with a not-to-exceed fee of $15,945. The breakdown of fee between RRA is as follows:

Risk and Resilience Assessment (RRA)	$15,945.00
Emergency Response Plan (ERP)	Not included
TOTAL NOT-TO-EXCEED FEE	**$15,945.00**

8.0 Terms and Conditions

The following Terms and Conditions are incorporated into this Agreement and made a part of it.

8.1 Standard of Care

Services provided by COMPANY under this Agreement will be performed 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.

8.2 Entire Agreement

This Agreement and its attachments constitute the entire understanding between CLIENT and COMPANY relating to COMPANY's services. Any prior or contemporaneous agreements, promises, negotiations, or representations not expressly set forth herein are of no effect. Subsequent modifications or amendments to this Agreement shall be in writing and signed by the parties to this Agreement. If the CLIENT, its officers, agents, or employees request COMPANY to perform extra services pursuant to this Agreement, CLIENT will pay for the additional services even though an additional written agreement is not issued or signed.

8.3 Time Limit and Commencement of Services

This Agreement must be executed within ninety (90) days to be accepted under the terms set forth herein. The services will be commenced immediately upon receipt of this signed Agreement.

8.4 Suspension of Services

If the Project or the COMPANY'S services are suspended by the CLIENT for more than thirty (30) calendar days, consecutive or in the aggregate, over the term of this Agreement, the COMPANY shall be compensated for all services performed and reimbursable expenses incurred prior to the receipt of notice of suspension. In addition, upon resumption of services, the CLIENT shall compensate the COMPANY for expenses incurred as a result of the suspension and resumption of its services, and the COMPANY'S schedule and fees for the remainder of the Project shall be equitably adjusted.

If the COMPANY'S services are suspended for more than ninety (90) days, consecutive or in the aggregate, the COMPANY may terminate this Agreement upon giving not less than five (5) calendar days' written notice to the CLIENT.

If the CLIENT is in breach of this Agreement, the COMPANY may suspend performance of services upon five (5) calendar days' notice to the CLIENT. The COMPANY shall have no liability to the CLIENT and the CLIENT agrees to make no claim for any delay or damage as a result of such suspension caused by any breach of this Agreement by the CLIENT. Upon receipt of payment in full of all outstanding sums due from the CLIENT, or curing of such other breach which caused the COMPANY to suspend services, the COMPANY shall resume services and there shall be an equitable adjustment to the remaining project schedule and fees as a result of the suspension.

8.5 Books and Accounts

COMPANY will maintain books and accounts of payroll costs, travel, subsistence, field, and incidental expenses for a period of five (5) years. Said books and accounts will be available at all reasonable times for examination by CLIENT at the corporate office of COMPANY during that time.

8.6 Insurance

COMPANY will maintain insurance for claims under the Worker's Compensation Laws, and from General Liability and Automobile claims for bodily injury, death, or property damage, and Professional Liability insurance caused by the negligent performance by COMPANY's employees of the functions and services required under this Agreement.

8.7 Termination or Abandonment

Either party has the option to terminate this Agreement. In the event of failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party, then the obligation to provide further services under this Agreement may be terminated upon seven (7) days' written notice. If any portion of the services is terminated or abandoned by CLIENT, the provisions of this Schedule of Fees and Conditions in regard to compensation and payment shall apply insofar as possible to that portion of the services not terminated or abandoned. If said termination occurs prior to completion of any phase of the project, the fee for services

performed during such phase shall be based on COMPANY's reasonable estimate of the portion of such phase completed prior to said termination, plus a reasonable amount to reimburse COMPANY for termination costs.

8.8 Waiver

COMPANY's waiver of any term, condition, or covenant or breach of any term, condition, or covenant, shall not constitute a waiver of any other term, condition, or covenant, or the breach thereof.

8.9 Severability

If any provision of this Agreement is declared invalid, illegal, or incapable of being enforced by any Court of competent jurisdiction, all of the remaining provisions of this Agreement shall nevertheless continue in full force and effect, and no provision shall be deemed dependent upon any other provision unless so expressed herein.

8.10 Successors and Assigns

All of the terms, conditions, and provisions hereof shall inure to the benefit of and are binding upon the parties hereto, and their respective successors and assigns, provided, however, that no assignment of this Agreement shall be made without written consent of the parties to this Agreement.

8.11 Third-Party Beneficiaries

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the CLIENT or the COMPANY. The COMPANY's services under this Agreement are being performed solely for the CLIENT's benefit, and no other party or entity shall have any claim against the COMPANY because of this Agreement or the performance or nonperformance of services hereunder. The CLIENT and COMPANY agree to require a similar provision in all contracts with contractors, subcontractors, sub-consultants, vendors and other entities involved in this project to carry out the intent of this provision.

8.12 Governing Law and Jurisdiction

The CLIENT and the COMPANY agree that this Agreement and any legal actions concerning its validity, interpretation and performance shall be governed by the laws of the State of Illinois without regard to any conflict of law provisions, which may apply the laws of other jurisdictions.

It is further agreed that any legal action between the CLIENT and the COMPANY arising out of this Agreement or the performance of the services shall be brought in a court of competent jurisdiction in the State of Illinois.

8.13 Dispute Resolution

Mediation. In an effort to resolve any conflicts that arise during the design or construction of the project or following the completion of the project, the CLIENT and COMPANY agree that all disputes between them arising out of or relating to this Agreement shall be submitted to non-binding mediation unless the parties mutually agree otherwise. The CLIENT and COMPANY further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with subcontractors, sub-consultants, suppliers or fabricators so retained, thereby providing for mediation as the primary method for dispute resolution between the parties to those agreements.

8.14 Attorney's Fees

If litigation arises for purposes of collecting fees or expenses due under this Agreement, the Court in such litigation shall award reasonable costs and expenses, including attorney fees, to the party justly entitled thereto. In awarding attorney fees, the Court shall not be bound by any Court fee schedule, but shall, in the interest of justice, award the full amount of costs, expenses, and attorney fees paid or incurred in good faith.

8.15 Ownership of Instruments of Service

All reports, plans, specifications, field data, field notes, laboratory test data, calculations, estimates and other documents including all documents on electronic media prepared by COMPANY as instruments of service shall remain the property of COMPANY. COMPANY shall retain these records for a period of five (5) years following completion/submission of the records, during which period they will be made available to the CLIENT at all reasonable times.

8.16 Reuse of Documents

All project documents including, but not limited to, plans and specifications furnished by COMPANY under this project are intended for use on this project only. Any reuse, without specific written verification or adoption by

COMPANY, shall be at the CLIENT's sole risk, and CLIENT shall defend, indemnify and hold harmless COMPANY from all claims, damages and expenses including attorney's fees arising out of or resulting therefrom.

Under no circumstances shall delivery of electronic files for use by the CLIENT be deemed a sale by the COMPANY, and the COMPANY makes no warranties, either express or implied, of merchantability and fitness for any particular purpose. In no event shall the COMPANY be liable for indirect or consequential damages as a result of the CLIENT's use or reuse of the electronic files.

8.17 Failure to Abide by Design Documents or To Obtain Guidance

The CLIENT agrees that it would be unfair to hold COMPANY liable for problems that might occur should COMPANY'S plans, specifications or design intents not be followed, or for problems resulting from others' failure to obtain and/or follow COMPANY'S guidance with respect to any errors, omissions, inconsistencies, ambiguities or conflicts which are detected or alleged to exist in or as a consequence of implementing COMPANY'S plans, specifications or other Instruments of Service. Accordingly, the CLIENT waives any claim against COMPANY, and agrees to defend, indemnify and hold COMPANY harmless from any claim for injury or losses that results from failure to follow COMPANY'S plans, specifications or design intent, or for failure to obtain and/or follow COMPANY'S guidance with respect to any alleged errors, omissions, inconsistencies, ambiguities or conflicts contained within or arising as a result of implementing COMPANY'S plans, specifications or other Instruments of Service. The CLIENT also agrees to compensate COMPANY for any time spent and expenses incurred remedying CLIENT's failures according to COMPANY'S prevailing fee schedule and expense reimbursement policy.

8.18 Opinion of Probable Construction Cost

As part of the Deliverables, COMPANY may submit to the CLIENT an opinion of probable cost required to construct work recommended, designed, or specified by COMPANY, if required by CLIENT. COMPANY is not a construction cost estimator or construction contractor, nor should COMPANY'S rendering an opinion of probable construction costs be considered equivalent to the nature and extent of service a construction cost estimator or construction contractor would provide. This requires COMPANY to make a number of assumptions as to actual conditions that will be encountered on site; the specific decisions of other design professionals engaged; the means and methods of construction the contractor will employ; the cost and extent of labor, equipment and materials the contractor will employ; contractor's techniques in determining prices and market conditions at the time, and other factors over which COMPANY has no control. Given the assumptions which must be made, COMPANY cannot guarantee the accuracy of its opinions of cost, and in recognition of that fact, the CLIENT waives any claim against COMPANY relative to the accuracy of COMPANY'S opinion of probable construction cost.

8.19 Design Information in Electronic Form

Because electronic file information can be easily altered, corrupted, or modified by other parties, either intentionally or inadvertently, without notice or indication, COMPANY reserves the right to remove itself from its ownership and/or involvement in the material from each electronic medium not held in its possession. CLIENT shall retain copies of the work performed by COMPANY in electronic form only for information and use by CLIENT for the specific purpose for which COMPANY was engaged. Said material shall not be used by CLIENT or transferred to any other party, for use in other projects, additions to this project, or any other purpose for which the material was not strictly intended by COMPANY without COMPANY's express written permission. Any unauthorized use or reuse or modifications of this material shall be at CLIENT'S sole risk. Furthermore, the CLIENT agrees to defend, indemnify, and hold COMPANY harmless from all claims, injuries, damages, losses, expenses, and attorney's fees arising out of the modification or reuse of these materials.

The CLIENT recognizes that designs, plans, and data stored on electronic media including, but not limited to computer disk, magnetic tape, or files transferred via email, may be subject to undetectable alteration and/or uncontrollable deterioration. The CLIENT, therefore, agrees that COMPANY shall not be liable for the completeness or accuracy of any materials provided on electronic media after a 30 day inspection period, during which time COMPANY shall correct any errors detected by the CLIENT to complete the design in accordance with the intent of the contract and specifications. After 40 days, at the request of the CLIENT, COMPANY shall submit a final set of sealed drawings, and any additional services to be performed by COMPANY relative to the submitted electronic materials shall be subject to separate Agreement. The CLIENT is aware that differences may exist between the electronic files delivered and the printed hard-copy construction documents. In the event of a conflict between the signed construction documents prepared by the COMPANY and electronic files, the signed or sealed hard-copy construction documents shall govern.

8.20 Information Provided by Others

The CLIENT shall furnish, at the CLIENT's expense, all information, requirements, reports, data, surveys and instructions required by this Agreement. The COMPANY may use such information, requirements, reports, data, surveys and instructions in performing its services and is entitled to rely upon the accuracy and completeness thereof. The COMPANY shall not be held responsible for any errors or omissions that may arise as a result of erroneous or incomplete information provided by the CLIENT and/or the CLIENT's consultants and contractors.

COMPANY is not responsible for accuracy of any plans, surveys or information of any type including electronic media prepared by any other consultants, etc. provided to COMPANY for use in preparation of plans. The CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold harmless the COMPANY from any damages, liabilities, or costs, including reasonable attorneys' fees and defense costs, arising out of or connected in any way with the services performed by other consultants engaged by the CLIENT.

COMPANY is not responsible for accuracy of topographic surveys provided by others. A field check of a topographic survey provided by others will not be done under this Agreement unless indicated in the Scope of Services.

8.21 Force Majeure

The CLIENT agrees that the COMPANY is not responsible for damages arising directly or indirectly from any delays for causes beyond the COMPANY's control. CLIENT agrees to defend, indemnify, and hold COMPANY, its consultants, agents, and employees harmless from any and all liability, other than that caused by the negligent acts, errors, or omissions of COMPANY, arising out of or resulting from the same. For purposes of this Agreement, such causes include, but are not limited to, strikes or other labor disputes; severe weather disruptions or other natural disasters or acts of God; disease, epidemic or pandemic, fires, riots, war or other emergencies; disease epidemic or pandemic; failure of any government agency to act in timely manner; failure of performance by the CLIENT or the CLIENT'S contractors or consultants; or discovery of any hazardous substances or differing site conditions. Severe weather disruptions include but are not limited to extensive rain, high winds, snow greater than two (2) inches and ice. In addition, if the delays resulting from any such causes increase the cost or time required by the COMPANY to perform its services in an orderly and efficient manner, the COMPANY shall be entitled to a reasonable adjustment in schedule and compensation.

8.22 Job Site Visits and Safety

Neither the professional activities of COMPANY, nor the presence of COMPANY'S employees and sub-consultants at a construction site, shall relieve the General Contractor and any other entity of their obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending or coordinating all portions of the work of construction in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. COMPANY and its personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions. The CLIENT agrees that the General Contractor is solely responsible for job site safety, and warrants that this intent shall be made evident in the CLIENT's AGREEMENT with the General Contractor. The CLIENT also agrees that the CLIENT, COMPANY and COMPANY'S consultants shall be indemnified and shall be made additional insureds on the General Contractor's and all subcontractor's general liability policies on a primary and non-contributory basis.

8.23 Hazardous Materials

CLIENT hereby understands and agrees that COMPANY has not created nor contributed to the creation or existence of any or all types of hazardous or toxic wastes, materials, chemical compounds, or substances, or any other type of environmental hazard or pollution, whether latent or patent, at CLIENT's premises, or in connection with or related to this project with respect to which COMPANY has been retained to provide professional engineering services. The compensation to be paid COMPANY for said professional engineering services is in no way commensurate with, and has not been calculated with reference to, the potential risk of injury or loss which may be caused by the exposure of persons or property to such substances or conditions. Therefore, to the fullest extent permitted by law, CLIENT agrees to defend, indemnify, and hold COMPANY, its officers, directors, employees, and consultants, harmless from and against any and all claims, damages, and expenses, whether direct, indirect, or consequential, including, but not limited to, attorney fees and Court costs, arising out of, or resulting from the discharge, escape, release, or saturation of smoke, vapors, soot, fumes, acid, alkalis, toxic chemicals, liquids gases, or any other materials, irritants, contaminants, or pollutants in or

into the atmosphere, or on, onto, upon, in, or into the surface or subsurface of soil, water, or watercourses, objects, or any tangible or intangible matter, whether sudden or not.

It is acknowledged by both parties that COMPANY'S scope of services does not include any services related to asbestos or hazardous or toxic materials. In the event COMPANY or any other party encounters asbestos or hazardous or toxic materials at the job site, or should it become known in any way that such materials may be present at the job site or any adjacent areas that may affect the performance of COMPANY'S services, COMPANY may, at its option and without liability for consequential or any other damages, suspend performance of services on the project until the CLIENT retains appropriate specialist consultant(s) or contractor(s) to identify, abate and/or remove the asbestos or hazardous or toxic materials, and warrants that the job site is in full compliance with applicable laws and regulations.

Nothing contained within this Agreement shall be construed or interpreted as requiring COMPANY to assume the status of a generator, storer, transporter, treater, or disposal facility as those terms appear within the Resource Conservation and Recovery Act, 42 U.S.C.A., §6901 et seq., as amended, or within any State statute governing the generation, treatment, storage, and disposal of waste.

8.24 Certificate of Merit

The CLIENT shall make no claim for professional negligence, either directly or in a third party claim, against COMPANY unless the CLIENT has first provided COMPANY with a written certification executed by an independent design professional currently practicing in the same discipline as COMPANY and licensed in the State in which the claim arises. This certification shall: a) contain the name and license number of the certifier; b) specify each and every act or omission that the certifier contends is a violation of the standard of care expected of a design professional performing professional services under similar circumstances; and c) state in complete detail the basis for the certifier's opinion that each such act or omission constitutes such a violation. This certificate shall be provided to COMPANY not less than thirty (30) calendar days prior to the presentation of any claim or the institution of any judicial proceeding.

8.25 Limitation of Liability

In recognition of the relative risks and benefits of the Project to both the CLIENT and the COMPANY, the risks have been allocated such that the CLIENT agrees, to the fullest extent permitted by law, to limit the liability of the COMPANY and COMPANY'S officers, directors, partners, employees, shareholders, owners and sub-consultants for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorney's fees and costs and expert-witness fees and costs, so that the total aggregate liability of the COMPANY and COMPANY'S officers, directors, partners, employees, shareholders, owners and sub-consultants shall not exceed $50,000.00, or the COMPANY'S total fee for services rendered on this Project, whichever is greater. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

8.26 Municipal Advisor

The COMPANY is not a Municipal Advisor registered with the Security and Exchange Commission (SEC) as defined in the Dodd-Frank Wall Street Reform and Consumer Protection Act. When the CLIENT is a municipal entity as defined by said Act, and the CLIENT requires project financing information for the services performed under this Agreement, the CLIENT will provide the COMPANY with a letter detailing who their independent registered municipal advisor is and that the CLIENT will rely on the advice of such advisor. A sample letter can be provided to the CLIENT upon request.

This Agreement is approved and accepted by the CLIENT and COMPANY upon both parties signing and dating the Agreement. Services will not begin until COMPANY receives a signed agreement. COMPANY's services shall be limited to those expressly set forth in this Agreement and COMPANY shall have no other obligations or responsibilities for the Project except as agreed to in writing. The effective date of the Agreement shall be the last date entered below.

Sincerely,

HR GREEN, INC.

Ravi Jayaraman, PE

Approved by: _____

Printed/Typed Name: Ravi Jayaraman, PE

Title: Regional Manager/Principal Date: 4/9/2026

VILLAGE OF WESTERN SPRINGS, ILLINOIS

Accepted by: _____

Printed/Typed Name: _____

Title: _____ Date: _____

HR GREEN COMPANY: PROJECT BUDGETING WORKSHEET

PROJECT NAME: Western Springs Risk and Resilience Assessment
PROJECT NUMBER: 2503689
CLIENT: Village of Western Springs
CLIENT CONTACT: Ron Derengowski
PROJECT MANAGER Sylwia Kokoszka

	TOTAL HOURS		33	58	1
Task Total	**DESCRIPTION OF TASK**	**Task Hours Subtotals**	LE/PM	ENG	PROJ CTL
323.96	**Project management**	2	1	0	1
	Provide project management throughout project (2 month)		1		1
3,266.46	**Data Collection**	16	12	4	0
	Perform Site visit		8		0
	Asset/Threat/Vulnerability/ Characterization workshop		4	4	
12,353.76	**Risk and Resiliency Assessment (RRA)**	74	20	54	0
	Site Vist Notes		4		
	RRA Checklist		2	12	
	Threat Likelihood			1	
	WCAT Cybersecurity			1	
	Threat Analysis			1	
	Recommendations		4		
	QA/QC		1		
	Draft Report		6	30	
	Mtg with Client-Virtual by Phone		1	1	
	Final Report		2	8	
TOTAL	**TOTAL PROJECT**	92			

AGENDA ITEM SUMMARY

BOARD OF TRUSTEES

Regular Meeting: June 15, 2026

AGENDA ITEM 10.C.

To: Board of Trustees
From: Jeff Koza, Director of Engineering Services, Diana Puga, Municipal Services Coordinator
CC: Ellen Baer, Village Manager
RE: (Discussion only) Gilbert Avenue Resurfacing - Phase 3 Engineering Firm Selection

Recommendation

Discuss the staff recommendation to approve an agreement with Baxter & Woodman Consulting Engineers for the Gilbert Avenue Resurfacing Project Phase 3 Engineering.

Summary

The Gilbert Avenue Resurfacing Project remains on track for the September 2026 IDOT letting, with construction scheduled to begin in June 2027. The Village received Surface Transportation Program (STP) funding from the West Central Municipal Conference to cover 80 percent of project costs. The remaining 20 percent will be split evenly between Western Springs and LaGrange, as both communities share jurisdiction over the roadway.

Federal funds will also be used to pay for the required Phase III Construction Engineering services. Because federal funding is involved, the Village is administering a Request for Qualifications (RFQ) in accordance with IDOT's Qualification Based Selection (QBS) process.

The Village issued the RFQ on April 3, 2026. Three firms submitted qualifications by the April 24, 2026 deadline:

- Baxter & Woodman Consulting Engineers
- V3 Companies
- Thomas Engineering

Each member of the review committee consisting of the Municipal Services Coordinator, the LaGrange Director of Public Works, and myself, independently evaluated the submissions. The average scores for the firms are shown below.

Firm | Average Score
Baxter & Woodman | 87
V3 Companies | 85
Thomas Engineering | 83

The review committee unanimously agreed that Baxter & Woodman was the most qualified

firm.

Next Steps
The Public Works and Water Committee reviewed the item at the June 2nd meeting and concurred with Staff's recommendation to proceed with entering into an agreement with Baxter & Woodman. Staff and the consultant prepared the draft IDOT agreements for this project and submitted them to IDOT on June 8th. June 8th was the IDOT deadline for agreement submittals for projects on the September 2026 IDOT letting. The IDOT review of the draft project agreements may take a few months. After receiving IDOT's review comments, the consultant will revise the proposal as necessary. Staff anticipates bringing the final engineering agreement with a fee back to the Committee and Village Board for approval in August or September. The current fee estimate for this work is $128,000.

Financial Impact

Funds have been budgeted for this engineering work in account 4102370-50332. It is expected a contract will be executed for this work later in 2026 however almost all expenses will be incurred in 2027. Staff will plan to include the project in the draft 2027 Budget. Additionally, a Surface Transportation Program (STP) grant will pay for 80% of the costs incurred for the work. Payment will be in the form of a reimbursement from IDOT.

Recommended Motion

None

Strategic Plan Alignment

Infrastructure Improvements

File Attachments

1. B&W_Phase III Construction Services for Gilbert Avenue Resurfacing



REQUEST FOR QUALIFICATIONS

Phase III Construction Services for Gilbert Avenue Resurfacing

April 24, 2026



BAXTER & WOODMAN
Consulting Engineers

Ms. Diana Puga
Municipal Services Coordinator
Village of Western Springs
740 Hillgrove Avenue
Western Springs, IL 60558

April 24, 2026

Subject: ***Village of Western Springs - Statement of Qualifications for Phase III Construction Services for Gilbert Avenue Resurfacing***

Dear Ms. Puga:

The Village of Western Springs is seeking qualifications from firms to perform Phase III Construction Services for the Gilbert Avenue Resurfacing project. The project represents a critical investment in the Village's transportation infrastructure, improving pavement condition, safety, accessibility, and long-term performance for residents, commuters, and the surrounding community. Baxter & Woodman has extensive experience providing Phase III construction engineering services for federally funded roadway projects for nearby communities and is fully prepared to support the Village through all federal, state, and local requirements associated with construction, documentation, and project closeout. The Village will benefit from our:

- **HISTORY WITH THE VILLAGE OF WESTERN SPRINGS AND THE VILLAGE OF LA GRANGE** - Baxter & Woodman is uniquely well suited for this project given our longstanding history working with the Village of Western Springs on the Gilbert Avenue corridor, including involvement across all three project phases. This continuity provides us with a deep understanding of the project's design intent, constraints, and stakeholder expectations—allowing us to seamlessly transition into Phase III and add value from day one.
- **PROVEN PERFORMANCE** - Baxter & Woodman has completed numerous federally funded projects, and our previous experience working in-house at IDOT reinforces our strong understanding of STP procedures and processes. Several of our STP-funded projects are award-winning, and we regularly complete STP funded projects of similar scope and size to this project, including the Resurfacing for Shabbona Drive for the Village of Park Forest and the Reconstruction of 151st Street for the Village of Orland Park.
- **EFFECTIVE COMMUNICATION** – We believe effective communication will be key to the successful delivery of this project. Our approach emphasizes proactive coordination, advance identification of potential issues, and clear communication with the Village and project partners so items can be addressed before they affect schedule, cost, traffic operations, or the public. This philosophy has been central to our long-standing municipal relationships and is fundamental to how we provide construction engineering services.

Should you have any questions, please feel free to contact Project Manager Matt Abbeduto, PE at 815-444-3352 or email mabbeduto@baxterwoodman.com. We look forward to continuing our partnership with the Village.

Sincerely,

BAXTER & WOODMAN, INC.
CONSULTING ENGINEERS

Carolyn A. Grieves

Carolyn Grieves, PE
Vice President/Client Liaison

CONTACT
Matt Abbeduto, PE
Project Manager
8840 West 192nd Street
Mokena, IL 60448
815-444-3352
mabbeduto@baxterwoodman.com



Village of Western Springs
Phase III Construction Services for
Gilbert Avenue Resurfacing

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80 Years of Service, Experience, and Commitment to Our Clients

Firm Qualifications

Founded in 1946, Baxter & Woodman, Inc. provides consulting engineering and technology services to municipalities, state agencies, county governments, and sanitary districts throughout Illinois, Wisconsin, Florida, and Texas. Dedicated to promoting a sustainable future, our staff of talented engineers, surveyors, technicians, and support personnel incorporates innovative techniques along with tried-and-true processes.

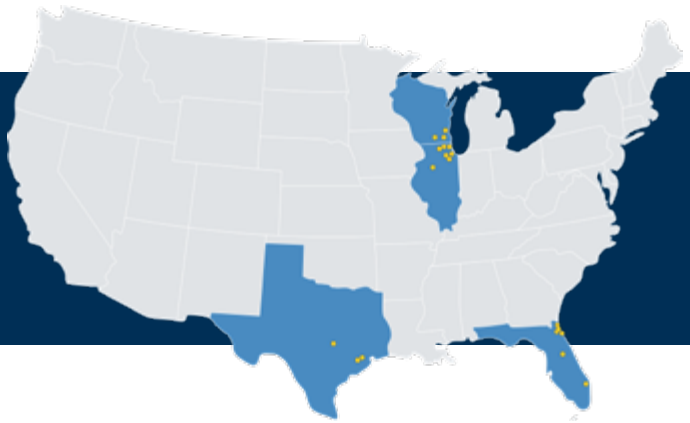
Our experience includes planning, design, construction and technology services for water, wastewater, stormwater and transportation facilities for municipalities, counties, state agencies, and more. Environmental, geographic information systems (GIS), water and wastewater operations, and advanced technology needs complement the firm's civil engineering expertise.

Our Offices

Baxter & Woodman's 19 regional offices provide our clients with local presence and responsive service. Our team offers services that expand well beyond typical engineering consulting. We are committed to building community value with each and every project we complete. Services for the Gilbert Avenue Resurfacing Improvements Project will be provided by staff from our Chicago and Mokena office locations, with support nationally from our other offices.

Baxter & Woodman, Inc.
8430 W. Bryn Mawr Avenue, Suite 400,
Chicago, Illinois 60631

Baxter & Woodman, Inc.
8840 West 192nd Street
Mokena, IL 60448



Our Staff

Our combined work force totals 450+ talented individuals including transportation, civil, wastewater, mechanical, structural, electrical, and environmental engineers. The engineering staff is supported by construction inspectors, trained technicians, licensed water and wastewater operators, licensed electricians, registered surveyors, GIS/GPS analysts, CAD operators, and administrative assistants.

An integral part of Baxter & Woodman's history, firm founders Richard Baxter & Lorrin Woodman instilled the values of hard work, perseverance, and integrity into the fabric of the company. That legacy still lives today as we are a team of focused, committed, and service oriented professionals.

Our Services

Baxter & Woodman's staff of professionals have provided engineering services to more than 500 communities, counties, and sanitary districts for over 80 years. The strength of the Baxter & Woodman team comes from the cohesive and cooperative work effort gained from having expertise in numerous disciplines. **We offer a full range of municipal services** from project inception to construction close-out.



MAIN POINT OF CONTACT



The Village of Western Springs's main point of contact for Phase III Construction Services for Gilbert Avenue Resurfacing Project is Project Manager Matt Abbeduto, PE. Matt has over 24 years of project management and resident engineering experience with urban/rural roadway and bridge projects utilizing federal and municipal funding. Based in our Mokena office, he will oversee your project's progress and provide you with routine updates.

Matt's Contact Information
815-444-3352
mabbeduto@baxterwoodman.com

Project Understanding and Approach

Project Understanding

The Village of Western Springs and Village of La Grange's Gilbert Avenue Resurfacing Improvements Project represents a significant investment in improving the safety, condition, and functionality of the transportation infrastructure for motorists and pedestrians. As an IDOT let project, its successful delivery will require a construction services team experienced in navigating IDOT procedures, specifications, and documentation requirements, while also maintaining effective coordination with the Village of Western Springs, Village of La Grange, BNSF Railway, school districts, utility companies, residents, local businesses, and other stakeholders throughout construction.



Bank of America, Starbucks, and other businesses will need to be coordinated with for impacts to alley access during construction.

Baxter & Woodman has assembled a well qualified team with demonstrated experience delivering projects of similar scope and complexity. As the engineer of record, our involvement throughout both the design and construction phases adds value by providing continuity, institutional knowledge, and a clear understanding of design intent. This familiarity enables our team to efficiently address constructability concerns, respond to unforeseen field conditions, and reduce the potential for delays or unnecessary change orders.



Our construction approach emphasizes strict adherence to IDOT requirements, attention to detail in contract administration and documentation, proactive coordination with all involved agencies, and clear, consistent communication. These practices, combined with our knowledge of the project design and our familiarity with municipal and IDOT processes, will support efficient construction, effective issue resolution, and a successful outcome for the Village.

Project Approach

EFFECTIVE AND PROACTIVE COMMUNICATION

Given the project's scope, schedule, and anticipated construction impacts, proactive public outreach, including direct, face-to-face engagement with the community, will be critical. Baxter & Woodman will lead overall project coordination from inception through closeout, working closely with the Village of Western Springs, the Village of La Grange, and IDOT. In addition, local residents, businesses, and other affected agencies will require frequent and timely updates on project status, and our team will manage and facilitate these communications on an ongoing basis. Recognizing that the west side of the corridor falls within Western Springs jurisdiction and the east side includes La Grange businesses and residents, we will coordinate closely with each jurisdiction to support effective and responsive communication.

IMPORTANCE OF MONITORING THE CONSTRUCTION SCHEDULE

Close monitoring of the construction schedule is essential due to the need for timely railroad coordination and the seasonal limitations of asphalt paving. Work within the BNSF Railway right-of-way requires advance approvals and restricted work windows, so any delays can affect critical-path activities. At the same time, paving will need to be completed within the summer while school is out, limiting the number of available workable days. Maintaining a tightly managed schedule confirms railroad-related activities occur early enough to avoid bottlenecks, allowing paving to be completed within the required timeframe.

Agencies to coordinate construction with:

- Village of Western Springs
- Village of La Grange
- Illinois Department of Transportation
- AT&T
- BNSF Railway
- School Districts
- Waste Management

TRAFFIC CONTROL AND DRIVEWAY ACCESS



This project will require special attention to traffic control, driveway access, and on street parking along Gilbert Avenue throughout construction. A comprehensive traffic control plan, including the use of flaggers as necessary, will be critical to maintaining safe vehicular and pedestrian movements while minimizing inconvenience to motorists and residents. Coordination of construction activities will be essential to preserve access to residences and businesses and to limit disruptions as much as practicable.

Temporary alternative parking arrangements will be required for residents affected by driveway, curb, and gutter improvements. Because on-street parking is limited, construction sequencing will need to be carefully coordinated to maximize the availability of allowable temporary parking. To further reduce impacts, the contractor will be required to complete concrete replacement work on one side of the roadway at a time. Our team will also need to coordinate constant access throughout Gilbert Avenue for emergency response vehicles.

UTILITY COORDINATION



Several existing AT&T frames located within the sidewalk and roadway will be impacted by construction and identified by our design team. Early and proactive coordination with AT&T and any other affected utility companies will be critical to confirm adjustment work is completed in accordance with the project schedule. Baxter & Woodman's construction team has extensive experience managing utility coordination, as this is a component of nearly every project we deliver.

TREE PROTECTION

The Gilbert Avenue Resurfacing corridor is lined with mature, healthy trees that are highly valued by the residents and community. Appropriate protective measures will be required during construction to prevent damage, and confirm proper handling of root systems, including pruning where necessary. Our team will take a proactive approach by coordinating with the Village arborists in advance of construction activities to protect tree health. We will also closely monitor and enforce applicable tree protection requirements, including compliance with any penalty provisions for negligent tree damage.



TRAFFIC SIGNALS DETECTOR LOOPS

There will be impacts on the existing traffic signal detector loops at Gilbert Avenue and 47th Street, and at Gilbert Avenue and Ogden Avenue. Coordination with IDOT and the contractors will be necessary for the maintenance and inspection of the detector loop replacement work.



SIDEWALK AND COMPLIANCE WITH ADA

The Gilbert Avenue Resurfacing Improvements will include sidewalk replacement along the corridor and at intersections to address trip hazards and deteriorated sidewalk conditions, and to replace approach ramps. This work will require proactive attention to detail during construction to confirm compliance with the Americans with Disabilities Act (ADA) and applicable standards. Our team will support the contractor in constructing ADA-compliant sidewalks while also managing pedestrian access, including the implementation of appropriate signage.



Proactive Public Outreach

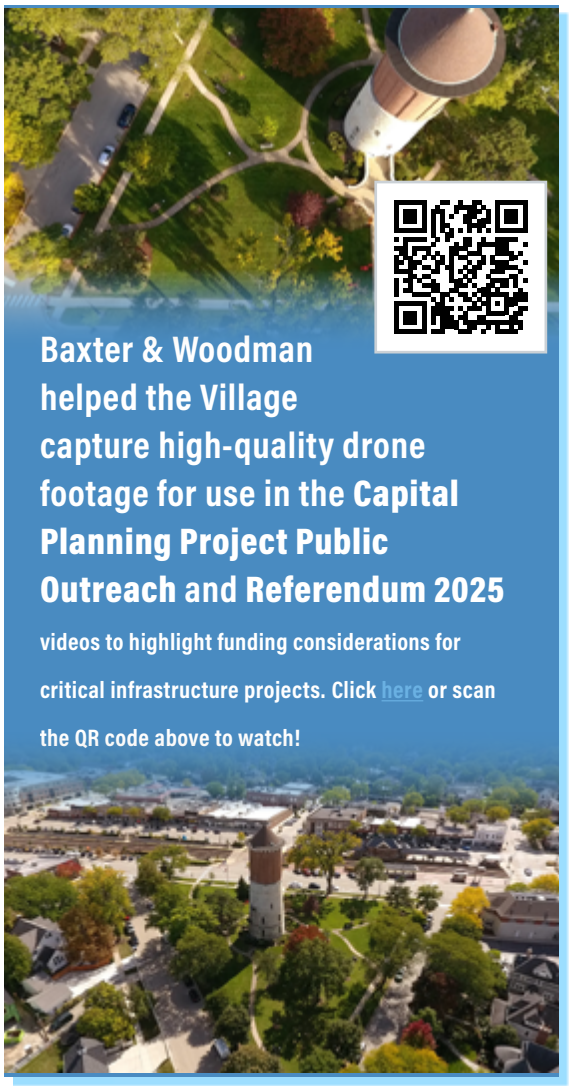
Baxter & Woodman will lead project coordination with the Village of Western Springs, the Village of La Grange, and Illinois Department of Transportation (IDOT) from project inception through closeout. The local residents, businesses, and other agencies will be notified about project status on a consistent basis and our team will effectively manage those communications.

Proactive public outreach and face-to-face interaction with the community regarding construction impacts and project status will be critical due to the nature and schedule of this project. Baxter & Woodman implements proactive communication strategies and provides resources for impacted stakeholders to ask questions, find answers, and receive timely updates. Routine updates to local stakeholders and soliciting their input will promote a positive public response.

PUBLIC OUTREACH OUTLETS

- Public Meetings/Open Houses (in person, virtual)
- Social Media: X, Facebook
- Project Websites/Videos
- Fixed/Mobile Webcams
- Project Blogs
- Text Message Alerts
- Door Hangers/Informational Flyers
- Construction Signage
- Changeable Message Boards

We are proficient in various communication strategies, as evidenced by our IDOT prequalification in **Special Services: Public Involvement** and strong history of supporting agencies with public outreach. We can also collaborate with the Village's communications manager to assist in any community outreach.



DRONE IMAGERY

Baxter & Woodman has commercially certified drone pilots and drone industry experts on staff. These unmanned aerial vehicles can collect a wide variety of useful imagery for varying applications. Drones can take photos and videos to help monitor project progress, collect ortho-imagery (for mapping), and even conduct inspection work. Some cameras are capable of taking 36 megapixel images, providing 1mm resolution ortho-mosaics and 4k video.

PROGRESS VIDEOS AND PUBLIC SERVICE VIDEOS

Baxter & Woodman prepares short, interactive progress and public service videos to be shared on social media platforms, project websites, and at meetings. The short videos introduce the public to the project team, scope of work not visible to motorists (underground work), a particular construction activity, or show the completed project.

CUSTOM PROJECT WEBSITES

Baxter & Woodman designs and manages numerous project websites for various types of projects, one such is the Randall Road Corridor Improvements for McHenry County Department of Transportation (randallroad.info). Project websites provide a designated online resource for stakeholders to receive up to date information on the project's progress, estimated schedule, project overview, progress photos, FAQs and more.

We can assist the Village with establishing a dedicated webpage to host project deliverables and facilitate stakeholder engagement through online feedback. At Baxter & Woodman, we specialize in collaborating with agencies and communities to confirm consistent and timely project status updates are available on the Village's website.

FLYERS/BROCHURES/DOOR HANGERS

Baxter & Woodman has worked with numerous clients to develop various informational marketing materials, including flyers, brochures, and door hangers. Marketing materials are written to include project information, calendars of service days, telephone numbers, information about the website (if applicable), and how stakeholders can provide input. Baxter & Woodman can also print and distribute informational marketing materials at fundamental intervals of the project.

SOCIAL MEDIA

Baxter & Woodman manages various social media pages for our clients' construction projects, including Facebook and X. Social media pages provide a great outlet to share timely updates to stakeholders and motorists traveling through the project.

ON-SITE PROJECT INFORMATION SIGNS

Baxter & Woodman has prepared numerous printed information boards to be used at public information/involvement meetings and/or mounted near the project site. On-site project informational signs provides information of the proposed improvements and project benefits to those traveling past the construction site.

3D PROJECT VISUALS

Baxter & Woodman utilizes a variety of software (REVIT, AutoCAD MEP 3D, SketchUp, etc) to produce 3D project renderings, which results in enhanced input during design. This allows the City, your staff, and the public to see the final product before it is constructed. During progress meetings, these representations can be used to visualize the project layout and discuss your comments. Accurate drawings can also save you money by allowing for easy identification of conflicts and elimination of potential change orders. These can also be used at public information meetings to help gain the community's support for projects.



Specialized Expertise

REAL-TIME DIGITAL FIELD BOOK

By implementing a real-time digital field book, our team can easily document traffic control, water main shutdowns, resident interactions, site visits, and other occurrences on the app. Other features include resident and design concern tracking, punch list creation, and a client-facing public portal (for sharing progress in real-time). We can also collect GPS data for newly installed features and other underground utilities we come across, which can be integrated into the Village's GIS.

In this digital age, contractors are no longer providing centerlines or other means of determining station and offsets. We will have the same line work that the contractor has, we are working off the same data, and we can verify what they are placing as well as determine locations for field adjustments that may be needed. Knowing the exact locations of the rights-of-way and planned installations helps with changes as needed. With the equipment on-site, the as-built drawings will be kept up-to-date and available for submittal to the Village.

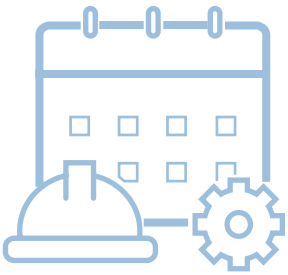
GOOGLE STREET VIEW

Baxter & Woodman can prepare videos using a 360-degree camera mounted to a car for pre-construction and post-construction documentation. The video zooms in on features and provides an up-to-date site

document. Once work is completed, the post-construction video will be submitted to Google for review and to update their Street View platform.

Project Management Approach during Construction

Our Construction Services team is well-versed in general construction administration and construction inspection. With Baxter & Woodman, construction engineering services are more than just observing the work and tracking quantities. We staff our projects with great communicators who are experts in construction and have working relationships with contractors, which speeds conflict resolution, helps us maintain the schedule more effectively, and helps control costs. We will keep your project on budget and schedule while minimizing disruption to the public.



PROACTIVE APPROACH

CONSTRUCTION

PREPARE, COORDINATE, COMMUNICATE, VERIFY, MONITOR, AND PERFORM

These are the six essential tasks of an experienced construction professionals. We perform this type of work daily and understand the issues prior, during, and post construction, thereby addressing concerns before they become problems.

Our highly experienced construction staff anticipates problems before they happen. Our team's extensive experience allows us to foresee issues before they develop into problems. They take a proactive rather than a reactive approach. Reviewing the jobsite, plans, and specifications ahead of construction is vital and gives us a head start in working with the contractor to confirm the construction team is on the same page about the project approach.

COORDINATION & COMMUNICATION

We will conduct preconstruction, utility coordination, and regular progress meetings, and prepare meeting minutes to keep all parties informed of the project status, required coordination, construction schedule, approaching milestones, and plans to address any project-related issues in a timely manner.

FIELD OVERSIGHT & AWARENESS

The Village will need construction staff who focus on multiple elements throughout construction. In addition to observing crews installing pipe, pouring concrete, and paving roads, it is crucial that traffic control signage and devices be monitored and that erosion and sediment controls be implemented properly. The entire project team, including our staff and the contractor, must always be aware of the construction environment to minimize inconveniences and confirm public safety.



Baxter & Woodman performs construction observation services regularly.

AVAILABILITY & SCHEDULE FLEXIBILITY

Construction staff will be available around the clock and can work in shifts to cover necessary nighttime construction in addition to normal daytime working hours. Our resources will always be available 24-7!

FIELD ISSUE RESOLUTION

Challenges arise in the field during every construction project, and construction professionals must have the experience and knowledge to offer solutions. Our seasoned construction professionals encounter field challenges on a daily basis and are accustomed to providing solutions.

CONSTRUCTION ADMINISTRATION & COMPLIANCE

Construction administration and documentation are strong components of the construction services we offer. We understand the importance of timely submittal review, maintaining a daily diary, preparing progress reports, tracking quantities, generating change orders, preparing and processing pay estimates, and tracking the project budget to share with Western Springs on a regular basis. Our team has significant experience with federal-aid projects and understands the Documentation of Contract Quantities and the Construction and Materials Management System (CMMS) requirements in accordance with IDOT policies and procedures.

MATERIAL TESTING & VERIFICATION

Verification of acceptable material use per the Village of Western Springs and IDOT will be imperative. Materials testing in compliance with IDOT-required QA/QC policies will be performed by our subconsultant, Soil & Material Consultants, Inc., an IDOT-certified testing firm. This professional testing firm has staff certified to sample asphalt, concrete, and soils for conformance with the plans and specifications and in accordance with the IDOT Bureau of Materials.

PROJECT REPORTING

Project closeout must be detailed and well organized. Our construction services team will develop punch lists and coordinate with your staff for final and warranty inspections in compliance with the Village of Western Springs. Our Resident Engineers are experienced in maintaining organized documentation for successful project audits. Record drawings will be provided in digital format, and construction staff will be equipped with GIS data collection units to capture precise locations of completed work for direct upload to the Village's GIS database.

Qualified Project Team

The Project Team includes Construction staff who are IDOT-certified in Documentation of Contract Quantities, and all team members have completed IDOT training and certification in Erosion and Sediment Control.

Specializing in IDOT local agency projects, we leverage our familiarity with IDOT staff, procedures, and requirements to streamline what can otherwise be a lengthy and complex process. Federal and state requirements will be strictly followed to confirm eligibility for federal reimbursement. Our team will coordinate closely with the IDOT Bureaus of Construction, Materials, and Local Roads to keep all parties informed and protect the Village's interests throughout the project, maximizing the benefits of the IDOT process.

The project team includes **Project Manager Matt Abbeduto** and **Resident Engineer Matt Gurke**, both of whom bring extensive experience in delivering construction projects involving staged asphalt and concrete roadway work, sewer and water improvements, concrete structures, traffic signals, street lighting, ADA-compliant sidewalks, erosion and sediment control, pavement markings, and landscaping.



Matt Abbeduto will serve as Project Manager, bringing 24 years of experience overseeing high-profile transportation projects with construction costs up to $10 million. He is well-versed in the federal-aid process for Phase III improvements and has established strong working relationships with IDOT District 1 construction staff. His familiarity with IDOT policies, procedures, and projects of similar complexity will support efficient, compliant project delivery.



Matt Gurke will lead construction observation efforts as Resident Engineer. He is experienced with federal-aid requirements and has worked alongside Matt Abbeduto on several projects similar in scope to the Gilbert Avenue Resurfacing Improvements, including St. Louis Street, Brainard-Shawmut, and Shabbona Drive Improvements. Matt has provided construction services on multiple high-visibility, multimillion-dollar roadway projects and is known for his effective communication with owners, stakeholders, contractors, and agencies to ensure consistent coordination throughout construction. Matt is familiar with the project area from his recent experience working on Village of La Grange projects.

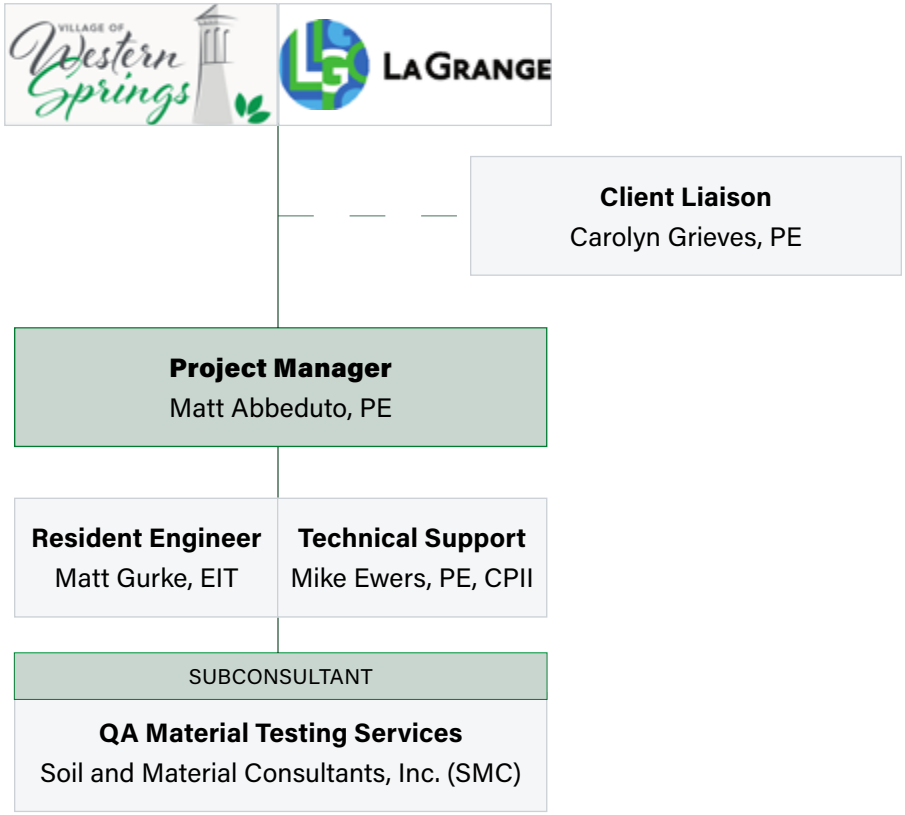


To enhance project delivery and minimize construction risk, Senior Level Resident Engineer Mike Ewers will be available to provide technical support to Matt Gurke. Mike will offer guidance on constructability issues, review critical construction activities, and assist with problem solving as needed. This added layer of experience and quality assurance will support efficient conflict resolution in the field.

Staff Capabilities

Organizational Chart

This Baxter & Woodman team regularly works together on similar infrastructure design projects. We are ready to continue to provide the Village with efficient, cost-effective service! Full resumes for project team members are included in the following pages.



Soil and Material Consultants, Inc. (SMC)
Quality Assurance Material Testing

Since 1981, Soil and Material Consultants, Inc. (SMC) has provided consulting civil engineering services in the soil and construction material fields. Soil and Material Consultants' services have been used by municipal, county, state, federal and other agencies; by engineers, architects, developers, land planners, contractors and builders; by material suppliers, manufacturers, realtors and others. SMC's staff averages over 20 years of experience in geotechnical investigations, pavement investigations, construction material testing, material quality control and associated services. They have provided services on more than 12,000 improvements to date. SMC's full service team is able to provide the drilling, laboratory testing, and geotechnical reports inhouse. Their IDOT Quality Assurance Testing will determine if established standards or requirements are met so you can gain trust, confidence and competitive advantage.

Matt Abbeduto, PE
Project Manager



Joined Firm in 2017
Years of Experience: 24

EDUCATION
B.S., Civil Engineering, University of Illinois at Urbana-Champaign, 2002

REGISTRATION
Licensed Professional Engineer: Illinois

IDOT CERTIFICATIONS
IDOT Documentation of Contract Quantities (#23-20694)
IDOT QC/QA HMA Level 1 Technician
IDOT QC/QA PCC Level 1 Technician
IDOT QC/QA Mixture Aggregate Technician
ACI Concrete Field Testing Technician – Grade I
IDOT QC/QA Nuclear Density Testing
IDOT S-33 Soils
Liability IQ for Architects

Matt has extensive experience in managing urban and rural roadway and bridge projects using federal, State, and local funding sources. He is well-versed in Illinois Department of Transportation policies and documentation requirements. Matt excels at coordinating with various stakeholders to resolve conflicts, minimize delays, and monitor project completion while keeping clients informed. He has completed Doug Cartland, Inc. communication training courses, including "Creating Excellence in Communication and Customer Relations" and "Problem/ Communication Resolution."

REPRESENTATIVE PROJECTS

Park Forest, IL
Shabbona Drive Reconstruction Improvements (2023)
Construction Manager for the $2.4M federally funded reconstruction of Shabbona Drive between Indianwood Boulevard and Sauk Trail. The project consisted of HMA reconstruction, curb and gutter removal and replacement, ADA sidewalk ramp installation, subgrade improvements, storm sewer repairs, and sign retro-reflectivity compliance. The project also required permits from Cook County and coordination with Will County, and IDOT.

La Grange, IL
Brainard Avenue Resurfacing Improvements
Construction Project Manager for the federally funded Phase III construction engineering services for the resurfacing and infrastructure improvements along Brainard Avenue between 47th Street and Ogden Avenue. The project included sanitary sewer manhole replacements, sanitary sewer point repairs, cured-in-place pipe liner for the combined sewer system within the project limits, curb and gutter and sidewalk replacement, pavement patching, and HMA milling and resurfacing. The project location was within a high-profile area with several schools and businesses along the project limits which involved proactive coordination and communication efforts as well as meeting deadlines and working hour restrictions in order to avoid conflicts with school-related traffic.

Elwood, IL
St. Louis Street and IL 53 Intersection Improvements
Construction Project Manager for the 0.72-mile-long, federally funded (STU) intersection re-alignment improvements of St. Louis Street at IL 53. The project improvements included tree removal and replacement;

and Engineers
Erosion and Sediment Control – Modules I & III

excavation and contaminated soil management; ditch grading; curb and gutter; sidewalks with ADA accessible approaches; storm sewer; 6-foot x 4-foot precast box culvert; water main and sanitary sewer adjustments; structure frame adjustments; staged HMA pavement widening and reconstruction; erosion control; pavement markings; and landscape restoration. Coordination was necessary with the Village of Elwood, IDOT, multiple utility companies and residents.

Orland Park, IL

151st Street Reconstruction

Construction Project Manager for the federally funded Phase III construction engineering services for widening, reconstruction, and infrastructure improvements along 151st Street from West Avenue to Ravinia Avenue. Additionally, the project included construction of a new roundabout located at the intersection of 151st Street and West Avenue. The project consisted of various conflict resolutions related to utility coordination and re-sequencing of project schedule, management of traffic control, and Non-Special Waste management.

Plainfield, IL

127th Street STP Improvements

Construction Project Manager for improvements to the Federal Aid route. The project consisted of reconstructing 127th Street to provide a three-lane, urban roadway from Heggs Road to 150-feet east of the Northwest Community Park Entrance, a net length of 3,400-feet; culvert replacement carrying 127th Street over the West Norman Drain; 3,400-feet of shared-use path on the south side of 127th Street; and approximately 3,400-feet of roadway lighting on the south side of 127th Street. STP and local funds were utilized for construction. Coordination with IDOT's Bureau of Local Roads and Streets and the Federal Highway Administration was necessary to confirm the project met funding eligibility requirements.

Plainfield, IL

143rd Street West Extension

Construction Manager for the 143rd Street West Extension Improvements between Ridge Road and Steiner Road. The West Extension segment of 143rd Street contributes to the master plan to extend 143rd Street from Ridge Road to I-55. This is one phase of the ultimate plan to provide a parallel corridor to IL Route 126 to relieve downtown congestion on IL Route 126. This project included engineering and environmental studies, alternative alignment analysis, ROW acquisition, drainage detention, USACE permitting, and water main installation.

Matt Gurke, EIT
Resident Engineer



Joined Firm in 2021
Years of Experience: 6

EDUCATION
B.S., Civil Engineering, University of Illinois at Urbana-Champaign, 2002

REGISTRATION
Licensed Professional Engineer: Illinois

IDOT CERTIFICATIONS
CMMS, Documentation of Contract Quantities (25-23075), Mixture Aggregate Technician Course
Erosion and Sediment Control Workshop
Hot Mix Asphalt Level I Technician
Portland Cement Concrete Level I Technician
IDOT STTP-S19 Piling
S-130 Firefighter Training
S-190 Wildland Fire Behavior

Matt is a Resident Engineer and his tasks have included construction observation, documentation of contract quantities, updating field books, completing Inspector Daily Reports, and specialized documentation required by each project's funding source. His excellent communication and time management skills are an asset on any project he is assigned.

REPRESENTATIVE PROJECTS

La Grange, IL
Brainard Avenue Roadway Improvements
Resident Engineer for the federally funded Phase III construction engineering services for the resurfacing and infrastructure improvements along Brainard Avenue between 47th Street and Ogden Avenue in 2024. The project included sanitary sewer manhole replacements, sanitary sewer point repairs, cured-in-place pipe liner for the combined sewer system within the project limits, curb and gutter and sidewalk replacement, pavement patching, and HMA milling and resurfacing. The project location was within a high-profile area with several schools and businesses along the project limits which involved proactive and diligent coordination and communication efforts as well as meeting deadlines and working hour restrictions in order to avoid conflicts with school-related traffic.

Park Forest, IL
Shabbona Drive Reconstruction Improvements
Resident Engineer for the $2.4M federally funded reconstruction of Shabbona Drive between Indianwood Boulevard and Sauk Trail. The project consisted of HMA reconstruction, curb and gutter removal and replacement, ADA sidewalk ramp installation, subgrade improvements, storm sewer repairs, and sign retro-reflectivity compliance. The project also required permits from Cook County and coordination with Will County and IDOT. Matt conducted pay estimates using Microsoft Excel, along with keeping track of quantities to confirm the project remained under budget.

Elwood, IL
St. Louis Street and IL 53 Intersection Improvements
Assistant Resident Engineer for the $2.57 million STU-funded roadway reconstruction and realignment project that addressed the safety concerns at the intersection resulting from the angles of the existing intersection alignments. This involved construction observation assistance, moving utilities, earth excavation, concrete curb and gutter, underground work, pay estimates, coordinating with multiple agencies, and trench backfill. Additional improvements consisted of staged HMA roadway widening and drainage improvements, which included 1,500 feet of new storm sewer system including a detention basin.

Mike Ewers, PE, CPII

Technical Support



Joined Firm in 2019
Years of Experience: 44

EDUCATION

B.S., Civil Engineering, University of Illinois at Urbana-Champaign, 1983

REGISTRATION

Licensed Professional Engineer: Illinois
Certified Public Infrastructure Inspector, APWA 2014

ADDITIONAL TRAINING

IDOT Documentation of Contract Quantities (Certification #24-21830)
OSHA 30-Hour Construction Safety and Health Training (#17-000169959)
Erosion & Sediment Control Awareness Seminar, IDOT

ASSOCIATIONS

Illinois Road and Transportation Builders Association

Michael has extensive experience working with government agencies and stakeholders, preparing documentation, planning, monitoring budgets and schedules, and managing project personnel and consultants. He has collaborated with various local and municipal agencies, understanding the coordination needed to complete construction projects on time and within budget. His 30-year career at the Cook County Highway Department includes 15 years as Supervising Engineer, supervising resident engineers across Cook County and Chicago. As Acting Chief Engineer, he led the Construction Bureau and oversaw the highway construction program's field and office operations.

REPRESENTATIVE PROJECTS

Elwood, IL

St. Louis Street at IL 53 Intersection Improvements

Resident Engineer for Phase III construction to improve the IL 53 at the St. Louis Street intersection. St. Louis Street was realigned with IL 53 to set the intersection angle to 90 degrees, improving turning movements and safety. Left- and right-turn lane channelization was provided along IL 53. The intersection was unsignalized, with St. Louis Street stop sign controlled. A cul-de-sac was installed at the east end of Gardner Avenue. The project also included new combination curb and gutter, storm sewer, and sidewalks along St. Louis Street. The $3.2 million project used STU federal funds and was processed through IDOT Bureau of Local Roads.

South Elgin, IL

Clinton-Collins Neighborhood Improvements

Resident Engineer for Phase III construction of improvements to the Clinton-Collins neighborhood in South Elgin. Work consisted of removal of the existing pavement and replacement with full-depth hot mix asphalt (HMA) pavement for 4,145 linear feet, combination concrete curb and gutter, sidewalk, driveways, pavement markings, landscaping, storm sewer and structures, and other miscellaneous items along the length of the project.

DuPage County Division of Transportation, IL*

Various Phase III Projects

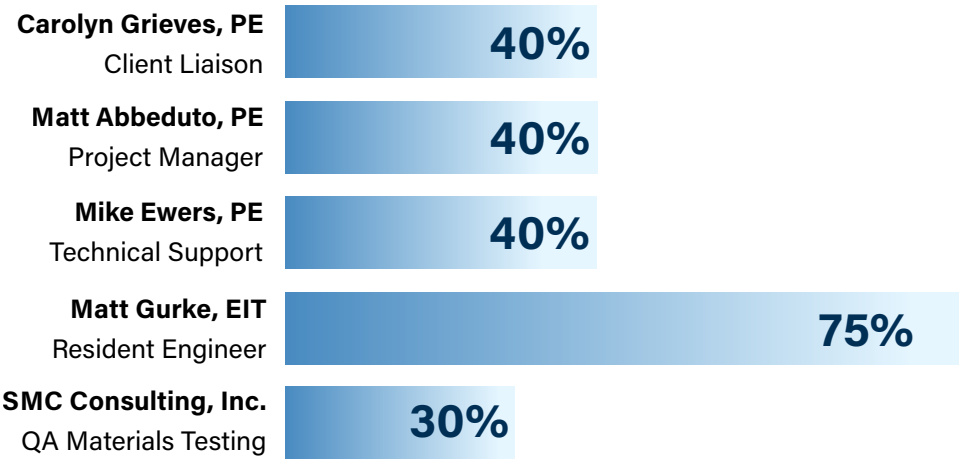
Project Manager for providing construction engineering services upon request for various Phase III projects. Provided construction inspection and documentation for projects put forth by the DuPage County Division of Transportation that are designed to enhance safety on County roadways.

Workload Capacity

Baxter & Woodman is committed to serving our clients, and we carefully monitor the current and projected workload for each of our employees. We understand the importance of being responsive to our clients' needs, and we always consider the impact an awarded project will have on the workload of our staff.

To best serve our clients, we actively manage employee workloads and rely on a deep bench of experienced staff members to assist with the Village's projects. We are confident that – with our resources, experience, and manpower – we will provide you with successful, efficient, and cost-effective engineering services.

Key staff members for the Village of Western Springs's project are currently concluding activities on major projects. Based on current and projected project workloads, our key and support staff will have adequate time and the necessary resources available to serve the Village. We are happy to provide additional workload information on specific team members at your request.



**This is an estimated availability, and is able to increase as workload requires*

Previous Work Experience and References

Village of La Grange, IL

Brainard Avenue/Shawmut Avenue STP Resurfacing Improvements

Baxter & Woodman provided design and construction engineering services for water main replacement and roadway resurfacing along Brainard Avenue and Shawmut Avenue. The project included $2.7M in funding from STP, Invest in Cook, and DCEO grants. Baxter & Woodman assisted with the successful Surface Transportation Program funding application through the West Central Municipal Council.

The Village had grappled with a series of water main breaks over the previous decade and had difficulty managing the dual mains that ran parallel along the eight blocks. The design consolidated the existing 6-inch and 8-inch mains into one new 12-inch main, and planned for the replacement of up to 72 lead services along the route.

Phase I Preliminary Engineering services included environmental reviews, special waste management, coordination with utility companies and impacted stakeholders, field evaluations for repair needs, cost estimating, ADA impacts, and IDOT coordination and approval. Phase II Engineering involved preparing contract plans and specifications, incorporating the water main interim completion work and bidding the project.

The 0.75-mile project ran adjacent to an elementary and high school, crossed underneath the Burlington Northern Santa Fe (BNSF) railroad via a jack-in-bore steel casing, and was bounded by two IDOT routes. Construction of the underground portion of the project required daily coordination between our project team, the contractor, and Village staff to manage permitting delays, utility conflicts, bedrock impacts, and communication with school districts, residents, and local businesses. The Resident Engineer was also tasked with coordinating signed agreements and payment from 50 residents that were interested in participating in the lead service program. Due to the use of multiple funding sources, the stringent coordination requirements would not allow for a single season of construction. To confirm full utilization of all funding, Baxter & Woodman recommended a two-year schedule with a full winter shutdown.

SERVICES

- Phase I, II and III Engineering
- STP Funding Application Assistance
- IDOT Coordination
- Stakeholder Coordination

COMPLETION DATE

2024

CONSTRUCTION COST

$2.7M

REFERENCE

Tim O'Brien
Director of Public Works
708-579-2328
tcobrien@lagrangeil.gov





Village of Park Forest, IL

Shabbona Drive STP Resurfacing

Shabbona Drive is a major collector that supports daily commuters and is a significant thoroughfare for local school traffic. The existing roadway had a history of various overlays containing inconsistent cross slopes, along with various locations of the gutter being overlaid with asphalt, which contributed to drainage problems at numerous locations. The project included variable depth milling of the existing asphalt roadway, full depth patching of the remaining base, and paving HMA leveling binder and surface course to provide a revised cross slope of 2 percent.

Bump outs were installed at eight locations along Shabbona Drive to calm traffic. By narrowing the street and extending the sidewalk, the length of the crosswalks was reduced and the visibility of the crosswalks was improved. Additionally, narrowing the pavement provided a visual cue to motorists to remind them they are traveling through a residential area.

The outside curb and gutter was replaced along the entire 1.3-mile length of improvement. Detector loops were replaced, which required coordination with the Cook County Highway Department. Drainage structures were adjusted and reconstructed with revised casting types to improve drainage. Sidewalk was replaced at various locations to conform with ADA requirements at street crossings.

SERVICES

- Phases I, II, and III
- Multiple Agency Coordination
- STP Funding
- Improved Drainage, Pedestrian Accessibility, and Traffic Calming

COMPLETED

2023

CONSTRUCTION COST

$2.4M

REFERENCE

Roderick Ysaguirre
Director of Public Works
708-503-7702
rysaguirre@vopf.com

The Village received federal Surface Transportation Program (STP) funds, which covered 80% of the $2.4 million improvements.







Village of Elwood, IL

St. Louis at IL 53 Intersection Improvements

Baxter & Woodman prepared the Phase I Project Development Report and Phase II design, and provided Phase III construction services for this $2.57 million STU-funded intersection improvement project in the Village of Elwood. The 0.72-mile project included the realignment of St. Louis Street at IL Route 53 to address the safety concerns at the intersection resulting from the angles of the existing intersection alignments. Right-of-way was acquired to accommodate the improvements.

The improvements consisted of staged HMA roadway widening and reconstruction along IL Route 53 and new alignment construction for St. Louis Street, drainage improvements consisting of 1,500 feet of new storm sewer system including a detention basin, ditch re-grading and dual 6-feet by 4-feet precast box culverts, various utility adjustments and relocation work, management of Non-Special Waste soil, curb and gutter, sidewalk, tree removal, signage, erosion control, guardrail, pavement markings, and landscape restoration.

The project included schedule challenges associated with dry utility relocation work by several agencies. There were no utility-related delays to the schedule as a result of the diligent efforts put forth by the contractor, Village of Elwood, and Baxter & Woodman, who collaborated to re-arrange construction sequencing and traffic staging.

SERVICES

- Phases I, II, and III
- Federal (STU) Funding
- Coordination with Multiple Agencies

COMPLETION DATE

2021

CONSTRUCTION COST

$2.57M

FUNDING

STP

REFERENCE

Julie Friebele
Village Administrator
815-423-5011
julie.friebele@villageofelwood.com





Village of Orland Park, IL

151st Street Roundabout Reconstruction

The Village of Orland Park identified the 151st Street improvements as one of the key projects needed to relieve congestion in this heavily traveled corridor of the Village. The intersections of 151st Street at West Avenue and Ravinia Avenue are central crossroads for motorists. The existing road is congested and traffic volumes are higher than the facility was designed to carry. In addition, the existing road cannot accommodate the traffic to sustain the economic viability and mobility in the heavily traveled area.

Baxter & Woodman provided construction engineering services for the STP and Village-funded project that included:

- A wider 151st Street with one lane in each direction and a striped center two-way left turn lane
- A roundabout at 151st Street and West Avenue
- Dedicated turn lanes at El Cameno Real Drive
- Widening of 151st Street at the Ravinia Avenue intersection
- Additional right turn lane on the south leg of Ravinia Avenue
- Water main and water service replacements within the public ROW
- Permanent traffic signals at 151st Street and Ravinia Avenue
- Street lighting improvements
- Asphalt roadway with curb and gutter
- A new closed storm sewer system to replace existing drainage ditches
- ADA-compliant sidewalk and ramp improvements, driveway apron replacements, and landscaping improvements

The roadway reconstruction work needed to be performed in stages and one half of the road at a time for 151st Street, West Avenue and Ravinia Avenue. This required travel detours along multiple routes due to one-way travel restrictions along the constructed routes.

The project involved a significant amount of utility coordination with ComEd, Nicor, AT&T, Comcast and the Village of Orland Park due to required utility relocation and adjustment work.

SERVICES

- Roadway reconstruction
- Traffic signals
- Street lighting
- Water main and storm sewer replacement
- ADA sidewalk and ramp improvements
- Utility and agency coordination

COMPLETION DATE

2022

CONSTRUCTION COST

$5.2M

FUNDING

STP

REFERENCE

Khurshid Hoda, CPP
Director of Engineering Programs and Services
708-403-6128
khoda@orlandpark.org



McHenry County Division of Transportation, IL

Randall Road Corridor Improvements Phases I & III

Baxter & Woodman provided Phase I Preliminary Engineering services as a subconsultant, and led the Phase III Construction Engineering team for the $46 million improvement project, which consisted of increasing the proposed cross section on Randall Road to four through lanes in each direction, left-turn lanes at side streets, dual left turns at Algonquin Road, and right turn lanes; changing the 5-lane cross section at Algonquin Road to an 11-lane section. Algonquin Road was upgraded to include two through lanes, right-turn lane, and due to access requirements to local businesses, a triple left turn to manage the turning movements onto Randall Road.

The rural cross section was replaced with an urban section utilizing 27,125 feet of storm sewer, 500 storm structures, 46,800 lineal feet of concrete curb and gutter, 98,000 square yards of PCC pavement, an 8-foot multi-use path and 5-foot sidewalk along both roadways, upgrades to five existing traffic signals, installation of two new signalized intersections, upgraded pedestrian facilities, and driveway access. In order to accommodate the widened roadway, an MSE wall was constructed on both sides of Randall Road to support the new pavement, over 500 timber piles were driven to support the precast panels, and to allow a precast box culvert carrying Rat Creek through the walls. A new LED street lighting system was installed and upgrades were made to side roads.

Since Jacobs High School is one block off of Randall Road, the project also included improvements to pedestrian traffic. Crosswalks and pedestrian signals were installed at key intersections, as were new sidewalks and multi-use paths on opposite sides of the roadway. A 16-foot by 11-foot pedestrian underpass under Randall Road was installed to provide sidewalk connectivity, as well as a boardwalk structure through a wetland area, connecting pedestrian traffic to the subdivision to the east. These improvements greatly increase the safety and accessibility for the students and pedestrians in the area, allowing access to the many businesses by non-motorized traffic.

The project upgraded 1.5 miles of Randall Road and 1 mile of Algonquin Road to the latest access standards, utilized efficient lighting and signals, increased pedestrian safety and access, helped reduce accidents by providing protected turn lanes, and improved traffic flow by adding capacity.

SERVICES

- Phases I & III
- Roadway Widening
- Additional Turn Lanes
- Traffic Signal Improvements
- Pedestrian Underpass
- Box Culvert
- Multi-Use Path and Sidewalk

COMPLETION DATE

2021

CONSTRUCTION COST

$46M

AWARD WINNER

2022 APWA-IL Project of the Year
2022 APWA-IL Public Works Project Excellence Award
2022 ACEC-IL Engineering Excellence Honor Award

REFERENCE

Jeremy Stull
Construction Manager
815-334-4967
jrstull@co.mchenry.il.us



Required Documentation

Firm Registration



State of Illinois

Department of Financial and Professional Regulation

Division of Professional Regulation

LICENSE NO.
184.001121-0014
035.003603

The person, firm, or corporation whose name appears on this certificate has complied with the provisions of the Illinois Statutes and/or rules and regulations and is hereby authorized to engage in the activity as indicated below:

EXPIRES:
04/30/2027

DESIGN FIRM - LS/PE/SE

BAXTER & WOODMAN INC
8678 RIDGEFIELD RD
CRYSTAL LAKE, IL 60012-2714

MARIO TRETO, JR.
SECRETARY

CAMILE LINDSAY
ACTING DIRECTOR

The official status of this license can be verified at IDFPR.illinois.gov

20101392

Illinois Department of Transportation
2300 South Dirksen Parkway / Springfield, Illinois / 62764

December 18, 2025

Subject: PRELIMINARY ENGINEERING
Consultant Unit
Prequalification File

Lou Haussmann
BAXTER & WOODMAN, INC.
8678 Ridgefield Road
Crystal Lake, IL 60012

Dear Lou Haussmann,

We have completed our review of your "Statement of Experience and Financial Condition" (SEFC) which you submitted for the fiscal year ending Dec 31, 2024. Your firm's total annual transportation fee capacity will be $48,000,000.

Your firm's payroll burden and fringe expense rate and general and administrative expense rate totaling 162.36% are approved on a provisional basis. The rate used in agreement negotiations may be verified by our Bureau of Investigations and Compliance in a pre-award audit. Pursuant to 23 CFR 172.11(d), we are providing notification that we will post your company's indirect cost rate to the Federal Highway Administration's Audit Exchange where it may be viewed by auditors from other State Highway Agencies.

Your firm is required to submit an amended SEFC through the Engineering Prequalification & Agreement System (EPAS) to this office to show any additions or deletions of your licensed professional staff or any other key personnel that would affect your firm's prequalification in a particular category. Changes must be submitted within 15 calendar days of the change and be submitted through the Engineering Prequalification and Agreement System (EPAS).

Your firm is prequalified until December 31, 2025. You will be given an additional six months from this date to submit the applicable portions of the "Statement of Experience and Financial Condition" (SEFC) to remain prequalified.

Sincerely,
Jack Elston, P.E.
Bureau Chief
Bureau of Design and Environment

SEFC PREQUALIFICATIONS FOR BAXTER & WOODMAN, INC.

CATEGORY	COMMENT	STATUS
Special Studies - Traffic Studies		X
Special Studies- Location Drainage		X
Special Plans - Pumping Stations		X
Special Studies - Safety		X
Special Services - Sanitary		X
Highways - Roads and Streets		X
Special Services - Surveying		X
Location Design Studies - New Construction/Major Reconstruction		X
Special Plans - Traffic Signals		X
Special Services - Public Involvement		X
Special Services - Subsurface Utility Engineering		X
Structures - Highway: Simple		X
Highways - Freeways		X
Location Design Studies - Reconstruction/Major Rehabilitation		X
Hydraulic Reports - Pump Stations		X
Special Services - Construction Inspection		X
Location Design Studies - Rehabilitation		X
Special Services - Mechanical		X
Special Services - Landscape Architecture		X
Hydraulic Reports - Waterways: Typical		X
Hydraulic Reports - Waterways: Complex		X
Special Services - Electrical Engineering		X
Special Studies - Feasibility		X
Structures - Highway: Typical		X

X	PREQUALIFIED
A	NOT PREQUALIFIED, REVIEW THE COMMENTS UNDER CATEGORY VIEW FOR DETAILS IN EPAS.
S	SUSPENDED, WILL NOT ACCEPT STATEMENTS OF INTEREST

Consultant's Financial Disclosure Statement

RETURN WITH STATEMENT OF EXPERIENCE AND FINANCIAL CONDITION

Calendar Year 2026

Consultant Name Baxter & Woodman, Inc.	
Legal Address 8678 Ridgefield Road	
City, State, Zip Crystal Lake, IL 60012	
Telephone Number 815-459-1260	Email Address marketing@baxterwoodman.com

The telephone number and email address supplied above must be a contact readily available if the Illinois Department of Transportation (IDOT) has questions.

The disclosures hereinafter made by the firm are each a material representation of fact upon which reliance is placed should IDOT enter into the contract with the firm.

Section 50-35 of the Illinois Procurement Code provides that all offers of more than $50,000 and all subconsultant agreements with an annual value of more than $50,000 shall be accompanied by disclosure of the financial interests of the firm. This disclosed information for the successful firm will be maintained and subject to release by request pursuant to the Freedom of Information Act, filed with the Procurement Policy Board, and shall be incorporated as a material term of the contract. Furthermore, pursuant to Section 5-5, the Procurement Policy Board may review a proposal, bid, or contract and issue a recommendation to void a contract or reject a proposal or bid based on any violation of the Procurement Code or the existence of a conflict of interest as provided in subsections (b) and (d) of Section 50-35.

Prime Consultant's Responsibility

The IDOT Chief Procurement Officer (CPO) may void the offer or contract if it is later determined that the prime or subconsultant rendered a false or erroneous disclosure. A prime consultant or subconsultant may be suspended or debarred for violations of the Procurement Code. If a false certification is made by the subconsultant, then the prime consultant's submitted offer and the executed contract may not be declared void, unless the prime consultant refuses to terminate the subconsultant upon the State's request after a finding that the subconsultant's certification was false.

Instructions

The following packet includes three sections that must be completed and returned with the Statement of Interest, or the firm may be considered nonresponsive and the Statement of Interest will not be accepted:

1. Qualifying Questions for Form A,
2. Form A: Financial Information & Potential Conflicts of Interest Disclosure, and
3. Form B: Other Contracts & Procurement-Related Information Disclosure.

Form A and Form B must be signed and dated by a person that is authorized to execute contracts for your organization. Electronic and digital signatures are allowed. The person signing can be, but does not have to be, the person for which the form is being completed. The firm is responsible for the accuracy of any information provided.

Form A: Financial Information & Potential Conflicts of Interest Disclosure

Form A pertains to the individuals meeting the ownership or distributive share requirements as stated below.

The financial interests to be disclosed shall include:

- Any ownership or distributive income share that is greater than or equal to 5% or an amount greater than 60% of the annual salary of the Governor, or the offering entity or its parent entity, whichever is less, **the current annual salary of the Governor is $237,900.**
- If the firm is owned by an Employee Stock Ownership Plan (ESOP) please check the appropriate box on Qualifying Questions for Form A and provide the % of ownership as well. The individuals in the ESOP that have a greater than or equal to 5% ownership or distributive income share, or an amount greater than 60% of the annual salary of the Governor will need to be identified on Form A.
- If the firm is a publicly traded entity subject to Federal 10K reporting, in which case it may submit its 10K disclosure in place of the prescribed disclosure.
- If the firm is a privately held entity that is exempt from Federal 10K reporting, but has more than 100 shareholders, it may submit the information that Federal 10K companies are required to report and list the names of any person or entity holding any ownership share that is greater than or equal to 5%.
  - *If this is true for your firm, check the "Other" box on Form A and designate the firm is a 10K and supply the 10K documents as additional attachments within the disclosure.*
- The names, addresses, and dollar or proportionate share of ownership of each person making the disclosure, their instrument of ownership or beneficial relationship, and notice of any potential conflict of interest resulting from the current ownership or beneficial interest of each person making the disclosure having any of the relationships identified in Section 50-35 and on the disclosure form.

A button is supplied on Form A called "Add another Form A", which once clicked will copy Form A. Click the button as many times as you need to identify individuals who meet the above criteria.

If your firm has over 50 pages of Form A's, please provide a summary of the disclosures at the end of Form B as an attachment.

Additionally, if your firm has an abundance of individuals with the same Form A information, you can fill out one (1) Form A and provide an attached listing of those individuals to save time.

Form B: Other Contracts & Procurement-Related Information Disclosure

The firm shall identify, by checking "Yes" or "No" on Form B any other current or pending contracts, proposals, leases, or other ongoing procurement relationships the offering entity has with IDOT and any other unit of state government and shall clearly identify the unit and the contract, proposal, lease, or other relationships.

If "Yes" is checked, the firm must identify each such relationship by listing the State of Illinois agency name and other descriptive information such as project number, title, contract, etc.

If "No" is checked, the firm only needs to check the box, sign and date at the bottom of Form B.

Qualifying Questions for Form A

The following seven questions ***must*** be answered in order to determine how Form A is to be completed. Answer all seven questions before going on to Form A.

Ownership Certification

The following clarifies the ownership structure of your firm for IDOT's review.

		Yes	No
1.	Is your firm a Subsidiary and owned by a Parent entity(ies)? If your answer is "Yes", please disclose the Parent entity(ies) ownership on Form A and supply the name of the Parent entity(ies) below. Parent entity(ies): _____	☐	☒
2.	Will the individuals that will be submitted on Form A equal 100% ownership? If your answer is "No", please verify by answering the following question. *a)* Is any of the remaining ownership held by individuals receiving or holding less than 5% of the offering entity's or parent entity's total distributive income, or less than 60% of the annual salary of the Governor? *(If you feel the answer is No, please add an explanation.)*	☐ ☒	☒ ☐
3.	Is your firm owned by an ESOP? If your answer is "Yes", please disclose the % below and on Form A identify the individuals who have ownership or distributive income share that is greater than or equal to 5%, or an interest which has a value of more than 60% of the annual salary of the Governor. ESOP %: _____	☐	☒

Identifying Financial Information & Potential Conflicts of Interest

		Yes	No
4.	Does anyone in your organization have a direct or beneficial ownership share of greater than or equal to 5% of the offering entity or parent entity?	☒	☐
5.	Does anyone in your organization have a direct or beneficial ownership share of less than 5%, but which has a value greater than 60% of the annual salary of the Governor?	☒	☐
6.	Does anyone in your organization receive more than 60% of the annual salary of the Governor of the offering entity's or parent entity's distributive income? *(Note: Distributive income is, for these purposes, any type of distribution of profits. An annual salary is not distributive income.)*	☐	☒
7.	Does anyone in your organization receive greater than or equal to 5% of the offering entity's or parent entity's total distributive income, but which is less than 60% of the annual salary of the Governor?	☐	☒

If any of the answers to questions 1 – 7 are "Yes", the completion of Form A is required, and the Form A ***must*** be signed and dated.

Form A: Financial Information & Potential Conflicts of Interest Disclosure

Disclosure of the information contained in this form is required by Section 50-35 of the Illinois Procurement Code (30 ILCS 500). Firms desiring to enter into a contract with the State of Illinois must disclose the financial information and potential conflict of interest information as specified in this Disclosure Form.

Disclosure of Financial Information

The individual named below has an interest in the FIRM (or its Parent) in terms of ownership or distributive income share that is greater than or equal to 5%, or an interest which has a value of more than 60% of the annual salary of the Governor.

FOR INDIVIDUAL

Name: **See Attachment A**

Address: **8678 Ridgefield Road**
Crystal Lake, IL 60012

☐ Stock with % or $ value of ownership/distributable income share: _____

☒ Other (explain): Form A is applicable to all the individuals in the attachment.

Disclosure of Potential Conflicts of Interest

Firm must check "Yes" or "No" to indicate which, if any, of the following potential conflict of interest relationships apply. If the answer to any question is "Yes", please describe and attach additional pages if needed.

		Yes	No
1.	**State employment**, currently or in the previous three years, including contractual employment of services?	☐	☐
	If your answer is "Yes", please answer each of the following questions, and provide description in the space(s) below to those you answer yes to.		
	a) Are you currently an officer or employee of either the Capital Development Board or the Illinois State Toll Highway Authority?	☐	☐
	b) Are you currently appointed to or employed by any agency of the State of Illinois? If you are currently appointed to or employed by any agency of the State of Illinois, and your annual salary exceeds 60% of the annual salary of the Governor, provide the name of the state agency for which you are employed and your annual salary:	☐	☐
	c) If you are currently appointed to or employed by any agency of the State of Illinois, and your annual salary exceeds 60% of the annual salary of the Governor, are you entitled to receive (i) more than 7½% of the total distributable income of your firm, partnership, association, or corporation, or (ii) an amount in excess of the salary of the Governor?	☐	☐
	d) If you are currently appointed to or employed by any agency of the State of Illinois, and your annual salary exceeds 60% of the annual salary of the Governor, are you and your spouse or minor children entitled to receive (i) more than 15% in the aggregate of the total distributable income of your firm, partnership, association or corporation, or (ii) an amount in excess of two times the salary of the Governor?	☐	☐
2.	**State employment** of spouse, father, mother, son, or daughter, including contractual employment services in the previous two years?	☐	☐
	If your answer is yes, please answer each of the following questions, and provide description in the space(s) below to those you answer yes to.		

		Yes	No
a)	Is your spouse or any minor children currently an officer or employee of the Capital Development Board or the Illinois State Toll Highway Authority?	☐	☐
b)	Is your spouse or any minor children currently appointed to or employed by any agency of the State of Illinois? If your spouse or minor children is/are currently appointed to or employed by any agency of the State of Illinois, and his/her annual salary exceeds 60% of the annual salary of the Governor, provide the name of your spouse and/or minor children, the name of the state agency for which he/she is employed and his/her annual salary.	☐	☐
c)	If your spouse or any minor children is/are currently appointed to or employed by any agency of the State of Illinois, and his/her annual salary exceeds 60% of the annual salary of the Governor, are you entitled to receive (i) more than 7½% of the total distributable income of your firm, partnership, association, or corporation, or (ii) an amount in excess of 100% of the annual salary of the Governor?	☐	☐
d)	If your spouse or any minor children are currently appointed to or employed by any agency of the State of Illinois, and his/her annual salary exceeds 60% of the annual salary of the Governor, are you and your spouse or minor children entitled to receive (i) more than 15% in the aggregate of the total distributable income of your firm, partnership, association or corporation, or (ii) an amount in excess of two times the salary of the Governor?	☐	☐
3.	**Elective status**: the holding of elective office of the State of Illinois, the government of the United States, any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois currently or in the previous three years?	☐	☐
4.	Relationship to anyone holding elective office currently or in the previous two years: spouse, father, mother, son, or daughter?	☐	☐
5.	**Appointive office**: the holding of any appointive government office of the State of Illinois, the United States of America, or any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois, which office entitles the holder to compensation in excess of the expenses incurred in the discharge of that office currently or in the previous three years?	☐	☐
6.	Relationship to anyone holding appointive office currently or in the previous two years: spouse, father, mother, son or daughter?	☐	☐
7.	Employment, currently or in the previous three years, as or by any registered lobbyist of the state government?	☐	☐
8.	Relationship to anyone who is or was a registered lobbyist in the previous two years: spouse, father, mother, son, or daughter?	☐	☐
9.	Compensated employment, currently or in the previous three years, by any registered election or re-election committee registered with the Secretary of State or any county clerk of the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections?	☐	☐

	Yes	No
10. Relationship to anyone; spouse, father, mother, son, or daughter; who was a compensated employee in the last two years by any registered election or re-election committee registered with the Secretary of State or any county clerk of the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections?	☐	☐
11. **Communication Disclosure**. Disclose the name and address of each lobbyist and other agent of the firm or offeror who is not identified in Form A, who has communicated, is communicating, or may communicate, with any state officer or employee concerning the statement of interest, bid or offer. This disclosure is a continuing obligation and must be promptly supplemented for accuracy throughout the process and throughout the term of the contract. ***If your firm uses (lobbyist firm), lobbyists that were either hired to work on this specific SOI, bid or offer OR to assist your firm with this PTB, then answer Yes and indicate specifics, else please mark No.*** If yes, supply name and address of person(s) and firm name below and: a) Disclose all lobbyist costs, fees, compensation, reimbursements, or other remunerations paid, or to be paid related to this PTB Item. b) Agree Consultant will not bill to the State any lobbyist costs, fees, compensation, reimbursements, or other remunerations. _____ _____	☐	☐
12. **Suspension or Debarment Disclosure.** For each of the persons identified under Form A, disclose whether any of the following has occurred within the previous 10 years: suspension or debarment from contracting with any governmental entity; professional licensure discipline; bankruptcies; adverse civil judgments and administrative findings; and criminal felony convictions. This disclosure is a continuing obligation and must be promptly supplemented for accuracy throughout the procurement process and term of the contract if the bid or offer is successful. If yes, supply information below: Name of person(s): _____ Nature and date of disclosure: _____	☐	☐

This Disclosure Form A is submitted on behalf of the INDIVIDUAL named on previous page. Under penalty of perjury, I certify the contents of this disclosure to be true and accurate to the best of my knowledge.

Completed by: ☒ _____ January 28, 2026

Signature of Individual or Authorized Officer — Date

The firm has a continuing obligation to supplement these disclosures under Sec. 50-35 of the Procurement Code.

Form B: Other Contracts & Procurement-Related Information Disclosure

Disclosure of the information contained in this form is required by Section 50-35 of the Illinois Procurement Code (30 ILCS 500). This information shall become part of the publicly available contract file. This Form B must be completed for Statements of Interest in excess of $50,000, and for all open-ended contracts. This Form B must also be completed for subconsultant agreements with an annual value of more than $50,000 from subconsultants identified in Section 20-120 in the Illinois Procurement Code and for all open-ended subconsultant agreements.

Disclosure of Other Contracts and Procurement-Related Information

Answer the following question.

		Yes	No
1.	Does the firm have any pending contracts (including leases), statements of interest, bids, proposals, or other ongoing procurement relationship with IDOT or any other State of Illinois agency? If your answer is "No", the firm only needs to complete the signature box and date on the bottom of this page. If your answer is "Yes", identify each such relationship by showing the agency name, PTB/PSB if applicable, Project name and the role of your firm as either a Prime or Sub (attach additional pages as necessary).	☒	☐

AGENCY	PTB/PSB	PROJECT NAME	ROLE (PRIME/ SUB FIRM)
IDOT	PTB 198/22	US 45 Phase I/II	Prime
IDOT	PTB 204/11	Devon at I-94 Phase II	Prime
IDOT	PTB 207/07	US 52 at County Line Road Phase II	Prime
IDOT	PTB 212/11	I-290 at Des Plaines Avenue Phase II	Prime
IDOT	PTB 214/20	Various Phase III District 2	Prime
IDOT	PTB 216/26	IL 26 Phase I/II	Prime
IDOT	PTB 195/13	IL 120 Phase I	Subconsultant
IDOT	PTB 206/05	Various Hazardous Waste	Subconsultant
IDOT	PTB 211/42	CREATE	Subconsultant
IDOT	PTB 212/08	Various Hazardous Waste	Subconsultant
IDOT	PTB 215/24	Various Permit Review District 2	Subconsultant
IDOT	PTB 209/15	IL 38 Phase II	Subconsultant
IDOT	PTB 216/20	IL 1 at County Line Phase II	Subconsultant
IDOT	PTB 218/03	Various Phase II Support	Subconsultant
ISTHA	PSB 24-1/8	East-West Bridge Rehabilitation	Subconsultant

Add A Row

The Disclosure is signed and made under penalty of perjury for all for-profit entities, by an authorized officer or employee on behalf of the bidder or offeror pursuant to Sections 50-13 and 50-35 of the Illinois Procurement Code. This Disclosure information is submitted on behalf of the firm listed on page 1.

Completed by: ☒ _____ January 28, 2026

Signature of Individual or Authorized Representative — Date

Attachment A

Name	Address	Stock %	Q1	Q2	Q3	Q4	Q5	Q6	Q7	Q8	Q9	Q9 Explanation	Q10	Q11	Q12
John V. Ambrose	7300 Brae Court, Gurnee, IL 60031	8.83%	No	No	No	No	No	No	No	No	No		No	No	No
Louis D. Haussmann	104 S. Oak Street, Crystal Lake, IL 60014	6.75%	No	No	No	No	No	No	No	No	No		No	No	No
Derek J. Wold	842 Chancellor Court, Naperville, IL 60540	5.71%	No	No	No	No	No	No	No	No	No		No	No	No
Mary Travis	4880 Gateway Gardens Drive, Boynton Beach, FL 33436	2.60%	No	No	No	No	No	No	No	No	No		No	No	No
Michael A. Kurzy	42 W. Artist Grove Place, Spring, TX 77382	2.52%	No	No	No	No	No	No	No	No	No		No	No	No
Sean E. O'Dell	620 S. Laflin Street, Unit D, Chicago, IL 60607	2.52%	No	No	No	No	No	No	No	No	No		No	No	No
Michael D. Klein	18439 W. Springwood Drive, Grayslake, IL 60030	2.03%	No	No	No	No	No	No	No	No	No		No	No	No
Matthew D. Washkowiak	1315 Westwood Trail, Woodstock, IL 60098	2.03%	No	No	No	No	No	No	No	No	No		No	No	No
Dennis S. Dabros	16724 Merc Lane, Lockport, IL 60441	2.00%	No	No	No	No	No	No	No	No	No		No	No	No
Craig D. Mitchell	7013 Hennig Drive, Marengo, IL 60152	1.95%	No	No	No	No	No	No	No	No	No		No	No	No
Charles A. Brunner	1270 Savanna Lane, Woodstock, IL 60098	1.92%	No	No	No	No	No	No	No	No	No		No	No	No
Carolyn A. Grieves	452 E. Broadway, Crystal Lake, IL 60014	1.66%	No	No	No	No	No	No	No	No	No		No	No	No
Jason J. Fluhr	979 Village Road, Crystal Lake, IL 60014	1.61%	No	No	No	No	No	No	No	No	No		No	No	No
Douglas R. Snyder	134 Potawatomi Road, Williams Bay, WI 53191	1.56%	No	No	No	No	No	No	No	No	No		No	No	No
Gary A. Vogel	W5529 Evergreen Road, Elkhorn, WI 53121	1.51%	No	No	No	No	No	No	No	No	No		No	No	No
Brent W. Perz	2915 Jenny Jae Lane, Crystal Lake, IL 60012	1.38%	No	No	No	No	No	No	No	No	No		No	No	No
Mark P. Kolczaski	1960 Gail Lynne Drive, Burlington, WI 53105	1.32%	No	No	No	No	No	No	No	No	No		No	No	No
Stephen R. Amann	17026 Judy Court, Oak Forest, IL 60452	1.22%	No	No	No	No	No	No	No	No	No		No	No	No
Daniel J. Schug	3015 Raycraft Road, Woodstock, IL 60098	1.12%	No	No	No	No	No	No	No	No	No		No	No	No
Matthew J. Moffitt	1002 Oakland Drive, Barrington, IL 60010	1.12%	No	No	No	No	No	No	No	No	No		No	No	No
Nancy C. Blackwell	2101 N. Broadway Street, Ballinger, TX 76821	1.14%	No	No	No	No	No	No	No	No	No		No	No	No
Eric J. Murauskas	825 Sylviawood Avenue, Park Ridge, IL 60068	1.04%	No	No	No	No	No	No	No	No	No		No	No	No
James C. Snell	29W700 Mack Road, West Chicago, IL 60185	1.04%	No	No	No	No	No	No	No	No	No		No	No	No
Nicole L. Runions	206 Christie Court, Twin Lakes, WI 53181	0.99%	No	No	No	No	No	No	No	No	No		No	No	No
Kurt M. Baumann	789 Edelweiss Drive, Lake Zurich, IL 60047	0.99%	No	No	No	No	No	No	No	No	No		No	No	No
Thomas J. Mickow	750 Concord Drive, Crystal Lake, IL 60014	0.96%	No	No	No	No	No	No	No	No	No		No	No	No
Mark L. Dachsteiner	16685 63rd Road North, Loxahatchee, FL 33470	0.96%	No	No	No	No	No	No	No	No	No		No	No	No
Michael S. Becker	1306 Park Street, McHenry, IL 60050	0.91%	No	No	No	No	No	No	No	No	No		No	No	No
Joanna MacCallum	1140 Westfield Way, Mundelein, IL 60060	0.88%	No	No	No	No	No	No	No	No	No		No	No	No
Thomas M. Slattery	787 Farm Drive, West Chicago, IL 60185	0.83%	No	No	No	No	No	No	No	No	Yes	City of West Chicago Plan Commission	No	No	No
Adam Stec	3 Mohawk Court, South Barrington, IL 60010	0.83%	No	No	No	No	No	No	No	No	No		No	No	No
Brian A. Bromley	6003 Barkley Court, McHenry, IL 60050	0.78%	No	No	No	No	No	No	No	No	No		No	No	No
David S. Hemmerich	389 Lakewood Drive, Williams Bay, WI 53191	0.78%	No	No	No	No	No	No	No	No	No		No	No	No
Todd L. Hoffman	801 Blue Mesa Trail, Cary, IL 60013	0.77%	No	No	No	No	No	No	No	No	No		No	No	No
Shannon N. Schaeffer	18000 S. Crystal Lake Drive, Mokena, IL 60448	0.75%	No	No	No	No	No	No	No	No	No		No	No	No
Steven R. Morrow	281 Indian Bend Road, Burlington, WI 53105	0.73%	No	No	No	No	No	No	No	No	No		No	No	No
Paul D. Siegfried	7008 Red Barn Road, Crystal Lake, IL 60012	0.73%	No	No	No	No	No	No	No	No	No		No	No	No

AGENDA ITEM SUMMARY

BOARD OF TRUSTEES

Regular Meeting: June 15, 2026

AGENDA ITEM 11.A.

To: Board of Trustees
From: Diana Puga, Municipal Services Coordinator , Jack Zeder
CC: Matthew Supert, Director of Municipal Services, Ellen Baer, Village Manager
RE: Contract with NPN Flooring for the 2026 Flooring Replacement Project (Omnibus Item)

Recommendation

The Properties and Recreation Committee will review this item at their meeting on June 15, 2026. Their recommendation will be presented at the Village Board meeting.

Summary

On May 14, 2026, the Village issued a Request for Bids for flooring replacement services. A mandatory pre-bid prospective contractors were able to view the worksites in person and ask questions to staff. On May 28, 2026, contract. The base bid included the Public Works Supervisor's office and the Recreation Center administration

Location	NPN Carpet Installation DBA NPN Flooring	Douglas Floor Covering	Johns
PW Supervisor's Office	$ 6,233.00	$ 7,775.00	$ 6,892
Recreation Administration Office	$ 5,998.00	$ 8,080.00	$ 7,961
Total [AS READ]	$ 12,231.00	$ 15,855.00	$ 14,85
Total [AS CALCULATED]	$ 12,231.00	$ 15,855.00	$ 14,85
Difference	$ -	$ -	$ -

The Village also requested three alternate bids for consideration, which included the Public Works Superintend (located at Village Hall). A summary of the alternate bids is as follows:

Alternate	NPN Carpet Installation DBA NPN Flooring	Douglas Floor Covering	Johns
(1) PW Superintendent's Office	$ 3,928.00	$ 4,895.00	$ 4,59
(2) PW Fleet Superintendent's Office	$ 9,162.00	$ 4,790.00	$ 4,99
(3) Fire Station Gym	$ 4,603.00	$ 6,060.00	$ 4,85
Total [AS READ]	$ 17,693.00	$ 15,745.00	$ 14,4
Total [AS CALCULATED]	$ 17,693.00	$ 15,745.00	$ 14,4

Difference$ -	$ -	$ -

After reviewing the bids and available budget, staff recommends adding Alternate 1, the Public Works Superint
brings the project total to $16,159.99.

The lowest cost and most qualified responsive bidder is NPN Carpet Installation d/b/a NPN Flooring. The Village
replacement work at the Grand Avenue Community Center in 2025.

Financial Impact

Account	Interior	Account	Capital
Maintenance		Fund	4104310
Fund	6603210	60015	
52010		2026 Budget	$20,000
2026 Budget	$15,000.00	Project Cost	$10,161.00
Project Cost	$5,998.00		

Recommended Motion

I move to recommend to the Village Board the approval of a contract with NPN Flooring for the 2026 Flooring Replacement Project for an amount not to exceed $16,159.99.

Strategic Plan Alignment

Infrastructure Improvements

File Attachments

1. Resolution No. 26-____ re Approving Low Bid and Authorizing Entry of a Contract with NPN Flooring for the 2026 Flooring Replacem
2. 2026 Bid Results - Flooring
3. NPN Flooring - 2026 Flooring Bid

DRAFT 6.9.2026
RESOLUTION NO. 26-XXXX

VOTE: _____
AYES:_____
NAYS:_____
ABSENT: _____
ABSTAIN:_____
DATE: June 15, 2026
OTHER: None.

A RESOLUTION ACCEPTING THE LOWEST COST, QUALIFIED, RESPONSIVE BID AND ALTERNATE BID 1 AND AUTHORIZING THE EXECUTION OF AN AGREEMENT TO BE ENTERED INTO BETWEEN THE VILLAGE OF WESTERN SPRINGS AND NPN CARPET INSTALLATION D/B/A NPN FLOORING OF BROOKFIELD, ILLINOIS FOR THE 2026 FLOORING REPLACEMENT PROJECT AND AUTHORIZING THE EXPENDITURE OF VILLAGE FUNDS TO PAY FOR THE PROJECT IN AN AMOUNT NOT TO EXCEED $16,159.99.

WHEREAS, the President and Board of Trustees of the Village of Western Springs ("Village Board") desires to hire a firm to replace flooring in various Village facilities including the public works and recreation administrative facilities by using Village Capital and Recreation funds to pay for the completion of the work (the "Project"); and

WHEREAS, the Village received bids until May 21, 2026 at 10:00 AM Central Time and subsequently reviewed all bids; and

WHEREAS, based on competitive bidding of the project, NPN Flooring of Brookfield, Illinois (the "Contractor"), submitted the lowest cost, qualified, responsive bid to complete the Project, with a total not-to-exceed amount of $16,159.99; and

WHEREAS, at an open public meeting held on June 15, 2026, the Village's Properties and Recreation Committee ("Committee") reviewed and discussed the terms of the attached Contract, 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 Contract; and

WHEREAS, at an open public meeting held on June 15, 2026, the President and Board of Trustees of the Village reviewed and discussed the Project, the Contract and the Committee's recommendation, and received input from the Village staff, and provided an opportunity for input from the public. At its June 15, 2026 Regular meeting, the Village Board accepted the Committee's recommendation to award the Project to the Contractor and authorize and approve the Contract; 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 Contract, 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 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 Contract and Other Related Documents. The President and Board of Trustees of the Village of Western Springs approve and authorize the execution of a contract (the "Contract"), 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, for the purpose of accepting the lowest cost, qualified, responsive bid submitted by NPN Flooring, to hire the Contractor to complete the Project. In addition, the Village Board authorizes and directs the Village President and Clerk, or their designees, to execute the final version of the Contract, and such other related documents as may be necessary to fulfill the Village's obligations under the Contract.

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 Contract.

Section 4: Delivery of Signed Documents. After approval and execution of this Resolution and the Contract 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 Contract 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 15th day of June, 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"

Bid Documents Including Contract to be Entered Between
the Village of Western Springs and NPN Carpet Installation d/b/a NPN Flooring of Brookfield, Illinois
for the 2026 Flooring Replacement Project
(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 ACCEPTING THE LOWEST COST, QUALIFIED, RESPONSIVE BID AND ALTERNATE BID 1 AND AUTHORIZING THE EXECUTION OF AN AGREEMENT TO BE ENTERED INTO BETWEEN THE VILLAGE OF WESTERN SPRINGS AND NPN CARPET INSTALLATION D/B/A NPN FLOORING OF BROOKFIELD, ILLINOIS FOR THE 2026 FLOORING REPLACEMENT PROJECT AND AUTHORIZING THE EXPENDITURE OF VILLAGE FUNDS TO PAY FOR THE PROJECT IN AN AMOUNT NOT TO EXCEED $16,159.99.

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 15th day of June, 2026, at which meeting a quorum was present, and approved by the Village President of the Village of Western Springs on the 15th day of June, 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 June, 2026.

_____
Edward Tymick, Village Clerk

SEAL

Location	NPN Carpet Installation DBA NPN Flooring	Douglas Floor Covering	Johnson Floor Company, Inc.	Taza Construction DBA Tiles in Style, LLC	YAD Construction LLC
PW Supervisors Office	$ 6,233.00	$ 7,775.00	$ 6,892.00	$ 9,975.00	$ 10,750.00
Recreation Administration Office	$ 5,998.00	$ 8,080.00	$ 7,961.00	$ 9,998.00	$ 13,250.00
Total [AS READ]	**$ 12,231.00**	**$ 15,855.00**	**$ 14,853.00**	**$ 19,973.00**	**$ 24,000.00**
Total [AS CALCULATED]	**$ 12,231.00**	**$ 15,855.00**	**$ 14,853.00**	**$ 19,973.00**	**$ 24,000.00**
Difference	$ -	$ -	$ -	$ -	$ -

Alternate	NPN Carpet Installation DBA NPN Flooring	Douglas Floor Covering	Johnson Floor Company, Inc.	Taza Construction DBA Tiles in Style, LLC	YAD Construction LLC
PW Superintendent's Office	$ 3,928.00	$ 4,895.00	$ 4,597.00	$ 7,857.00	$ 5,750.00
PW Fleet Superintendent's Office	$ 9,162.00	$ 4,790.00	$ 4,998.00	$ 12,331.00	$ 8,375.00
Fire Station Gym	$ 4,603.00	$ 6,060.00	$ 4,857.00	$ 9,423.00	$ 9,750.00
Total [AS READ]	**$ 17,693.00**	**$ 15,745.00**	**$ 14,452.00**	**$ 29,611.00**	**$ 23,875.00**
Total [AS CALCULATED]	**$ 17,693.00**	**$ 15,745.00**	**$ 14,452.00**	**$ 29,611.00**	**$ 23,875.00**
Difference	$ -	$ -	$ -	$ -	$ -

BASE BID + ALTERNATE 1	$ 16,159.00	$ 20,750.00	$ 19,450.00	$ 27,830.00	$ 29,750.00



Natalia Negrete
May 27th 2026

2026 Flooring Replacement RFB

Addendum 1 – May 22, 2026

BID BOND
(Percentage)

Bond No. 67896552

KNOW ALL PERSONS BY THESE PRESENTS, That we Npn Carpet Installation of 3407 Timber Lane, Naperville, IL 60565, hereinafter referred to as the Principal, and WESTERN SURETY COMPANY as Surety, are held and firmly bound unto Village of Western Springs of _____, hereinafter referred to as the Obligee, in the amount of Ten Percent of the Amount Bid (10%), for the payment of which we bind ourselves, our legal representatives, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has submitted or is about to submit a proposal to Obligee on a contract for 2026 Flooring Replacement RFB.

NOW, THEREFORE, if the said contract be awarded to Principal and Principal shall, within such time as may be specified, enter into the contract in writing and give such bond or bonds as may be specified in the bidding or contract documents with surety acceptable to Obligee; or if Principal shall fail to do so, pay to Obligee the damages which Obligee may suffer by reason of such failure not exceeding the penalty of this bond, then this obligation shall be void; otherwise to remain in full force and effect.

SIGNED, SEALED AND DATED this 26th day of May, 2026.

Principal

Npn Carpet Installation

BY: _____

Surety

WESTERN SURETY COMPANY

BY: _____
Rolando Gonzalez Jr, Attorney-in-Fact

Form F4595-8-2001

Western Surety Company

POWER OF ATTORNEY - CERTIFIED COPY

Bond No. 67896552

Know All Men By These Presents, that WESTERN SURETY COMPANY, a corporation duly organized and existing under the laws of the State of South Dakota, and having its principal office in Sioux Falls, South Dakota (the "Company"), does by these presents make, constitute and appoint Rolando Gonzalez Jr

its true and lawful attorney(s)-in-fact, with full power and authority hereby conferred, to execute, acknowledge and deliver for and on its behalf as Surety, bonds for:

Principal: Npn Carpet Installation

Obligee: Village of Western Springs

Amount: $1,000,000.00

and to bind the Company thereby as fully and to the same extent as if such bonds were signed by the Vice President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said attorney(s)-in-fact may do within the above stated limitations. Said appointment is made under and by authority of the following bylaw of Western Surety Company which remains in full force and effect.

"Section 7. All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

If Bond No. 67896552 is not issued on or before midnight of August 24th, 2026, all authority conferred in this Power of Attorney shall expire and terminate.

In Witness Whereof, Western Surety Company has caused these presents to be signed by its Vice President, Larry Kasten, and its corporate seal to be affixed this 26th day of May, 2026.

WESTERN SURETY COMPANY

Larry Kasten, Vice President

STATE OF SOUTH DAKOTA } ss
COUNTY OF MINNEHAHA }

On this 26th day of May, in the year 2026, before me, a notary public, personally appeared Larry Kasten, who being to me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of WESTERN SURETY COMPANY and acknowledged said instrument to be the voluntary act and deed of said corporation.

P. DAHL
NOTARY PUBLIC
SOUTH DAKOTA

Notary Public - South Dakota

My Commission Expires June 18, 2031

I the undersigned officer of Western Surety Company, a stock corporation of the State of South Dakota, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable, and furthermore, that Section 7 of the bylaws of the Company as set forth in the Power of Attorney is now in force.

In testimony whereof, I have hereunto set my hand and seal of Western Surety Company this 26th day of May, 2026.

WESTERN SURETY COMPANY

Larry Kasten, Vice President

To validate bond authenticity, go to www.cnasurety.com > Owner/Obligee Services > Validate Bond Coverage.

Form F5306-1-2026



CONTRACT REQUIREMENTS FOR

2026 Flooring Replacement RFB

May 28th, 2026
10:00 A.M. (Prevailing Time)

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I. Legal Notice

The Village of Western Springs, Cook County, Illinois, does hereby invite sealed bids for the following: **2026 Flooring Replacement RFB**

Bids will be received until **10:00 AM**. Prevailing Local Time on **Thursday, May 28, 2026**, by mail or delivered by hand to the drop box located outside the front entrance of Village Hall, Village of Western Springs, 740 Hillgrove Avenue, Western Springs, Illinois, 60558-0528 immediately after which time and at such place all bids will be publicly opened.

Those desiring to bid may obtain copies of the contract, specifications and other bidding documents online at wsprings.com/bids. A mandatory pre-bid conference walk-through will be held at the Village Hall on **Thursday, May 21, 2026, at 9:00 AM**. The purpose of this conference is to allow potential firms an opportunity to present questions to staff and obtain clarification of the requirements of the bid documents. Minutes of the conference will not be published.

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

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

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

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

VILLAGE OF WESTERN SPRINGS
By Edward Tymick, Village Clerk

Published in the Sun-Times Newspaper on May 14, 2026
cc: Ellen Baer, Village Manager
Jill Izzo, Deputy Village Clerk

II. Instructions to Bidders

VILLAGE OF WESTERN SPRINGS
DATE: May 14, 2026

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

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

2026 Flooring Replacement RFB
VILLAGE OF WESTERN SPRINGS

and shall be delivered by hand to a drop box or mailed in time for delivery to the Office of Village Clerk, Village of Western Springs, 740 Hillgrove Avenue, Western Springs, Illinois by **10:00 A.M.** Prevailing Local Time on **May 28, 2026**, after which time and at such place all bids will be publicly opened and read aloud.

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

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

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

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

The successful bidder will be required to furnish and pay for satisfactory Performance and Labor and Material Payment Bonds in the amount of one hundred percent (100%) of the 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 Illinois Prevailing Wage Act and payment of the applicable prevailing wage.

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

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

III. Proposal

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

RE: **2026 Flooring Replacement RFB**

1. The specifications and directions for the proposed service are those prepared by the Village of Western Springs and designated as Special Provisions and which cover the work described in said document and the "Agreement."

2. In submitting this bid, the undersigned declares that the only persons or parties interested in the bid as principals are those named herein; and that the bid is made without collusion with any other person, firm, or corporation.

3. The undersigned further understands and agrees that if this bid is accepted, the undersigned is to furnish and provide all necessary equipment, machinery, tools, apparatus and other means of maintenance, and to do all of the work and perform all the services, and to furnish all of the materials specified in the bid documents in the manner and at the time therein prescribed, and in accordance with the requirements therein set forth.

4. The undersigned further agrees to execute an Agreement for this work and present the same to the Village within seven (7) days after the date of notice of the award of the Agreement to the Contractor.

5. The undersigned further agrees that he and his surety will execute and present within seven (7) days after the date of notice of the award of Agreement the performance and labor and materials payment bonds in a form satisfactory to the Village of Western Springs, in the amount of one hundred percent (100%) of the contract sum guaranteeing the faithful performance of the work in accordance with the terms of the bid documents.

6. The undersigned further agrees to be available to complete the work **between July 1, 2026 and December 31, 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 and according to the maintenance schedule is an essential part of the Agreement.

7. This bid is accompanied by a bid bond, bank draft or certified check complying with the requirements of the specifications and directions, made payable to the "Village of Western Springs, Illinois". The amount of the bid security is Five Hundred ($500.00) Dollars. If this bid 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 bid, 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 bid waives all right to plead any misunderstanding regarding the same.

05/26/2025
Date

NPN Carpet Installation Inc
Proposed Contractor (Bidder)

Witness

IV. Bid Schedule

Contact Information

All questions concerning this Request for Bids shall be directed to Jack Zeder at jzeder@wsprings.com. Bids must be submitted in a sealed envelope clearly marked with the title, and opening date on the outside of the envelope, 2026 Flooring Replacement RFB and Bidder's name as follows: Village of Western Springs, Village Hall, Western Springs, IL 60558.

Anticipated Bid Schedule

The Village expects to adhere to the following time schedule, but may extend the time schedule for any reason, with or without advance public notice. Any changes to the schedule shall be posted on the Village's website and notice of such changes shall be sent by email to each consultant who submits a bid to the RFB:

Issue RFP:	May 14, 2026
Pre-Submittal Meeting:	9:00 AM on May 21, 2026
Bid Questions Due	10:00 AM on May 22, 2026
Bids Due Date:	10:00 AM on May 28, 2026
Village Board Selection of Qualified, Responsive Consultant:	June 15, 2026
Begin Contract:	July 1, 2026

Schedule of Bid Prices

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

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

BASE BID

Location	Total
Public Works Supervisors Office	$6,233.00
Recreation Admin. Offices	$5,998.00
Total for All Locations	$12,231.00

ALTERNATE BID

Location	Total
Public Works Superintendent's Office	$3,928.00
Fleet Superintendent's Office	$9,162.00
Fire Station Gym	$4,603.00
Total for All Locations	$17,693

*Prices should be inclusive of materials, disposal, and labor necessary to complete the project. ***The Village will select alternate locations based on available budget funds. Not all locations may be selected for this project.***

Name of Bidder: NPN Carpet Installation DBA NPN Flooring

Address: 9311 Ogden Ave Brookfield IL 60513

Telephone No. 630-201-1991 Fax No. —

Signature: [signature]

Name and Title: (Please Print) Armando Guzman, Project Manager

Date: 05/26/2026

NPN FLOORING

References

Reference #1 - Carpet Tile 2023 Company Name: Village of Sugar Grove, Fire Department Address : 25 Municipal Dr, Sugar Grove, IL 60554 Main Contact: Bren Moran Phone: (815) 405-9440 Project Total: ≈$45,000	***Reference #5 - LVT 2024*** Company Name: City of Aurora Address : 44 E Downer Pl, Aurora, IL 60505 Main Contact: Jessica Price Phone: 630-256-3550 Project Total: ≈$30,000
Reference #2 - Carpet Tile 2023 Company Name: Village of Elk Grove Village Address : 901 Wellington Ave, Elk Grove Village, Illinois 6007 Main Contact: Scott Santille Phone: (847) 734-8052 Project Total: ≈$38,000	***Reference #6 - LVT 2025*** Company Name: Village of Western Springs Address : 740 Hillgrove, Western Springs, IL 60558 Main Contact: Diana Puga Phone: 708-246-1800 Ext. 204 Project Total: ≈$48,000
Reference #3 - LVT 2024 Company Name: Village of Flossmoor Address : 800 Flossmoor Rd, Flossmoor, IL 60422 Main Contact: Dan Milovanovic Phone: 708-957-4100 Project Total: ≈$145,000	***Reference #7 - LVT 2026*** Company Name: Village of Worth Address : 7112 W 111th St #1, Worth, IL 60482 Main Contact: Bonnie M. Price Phone: 708-448-1181 Project Total: ≈$25,000
Reference #4 - LVT 2024 Company Name: Village of Lake Zurich Address : 70 E Main St, Lake Zurich, IL 60047 Main Contact: Adam Hartmann Phone: 847-550-1776 Project Total: ≈$40,000	***Reference #8 - LVT 2026*** Company Name: Oak Brook Park District Address : 1500 Forest Gate Rd Oakbrook, IL 60523 Main Contact: Valerie Louthan Phone: 630-330-6042 Project Total: ≈$20,000

References

Name of Organization: Please see attached

Year of Contract: _____

Contact Name: _____

Telephone No: _____

Email Address: _____

Name of Organization: Please see attached

Year of Contract: _____

Contact Name: _____

Telephone No: _____

Email Address: _____

Name of Organization: Please see attached

Year of Contract: _____

Contact Name: _____

Telephone No: _____

Email Address: _____

Name of Organization: Please see attached

Year of Contract: _____

Contact Name: _____

Telephone No: _____

Email Address: _____

Name of Organization: Please see attached

Year of Contract: _____

Contact Name: _____

Telephone No: _____

Email Address: _____

V. Contract Provisions

Scope of Services

The Village seeks a firm to: supply materials, remove existing flooring and wall bases, prepare flooring for new install, install new flooring and wall bases, haul and dispose of removed flooring and wall bases, manipulation of furniture (including, but not limited to, file cabinets, desk workstations, and vending machines). The Village will be responsible for removing personal and electronic items, such as workstation computers and phones.

The Village will select the locations for flooring replacement based on available budget funds.

Locations

Flooring to be replaced within this service contract will include the following locations:

- Public Works, 1440 Hillgrove Avenue
    - Supervisors Office
    - *Superintendent's Office (Alternate)*
    - *Fleet Superintendent's Office (Alternate)*
- Recreation Center, 1500 Walker Street
    - Administrative Offices
- Fire Station, 4353 Wolf Road
    - *Gym Floor (Alternate)*

Scope of Work by Location

1. Public Works Supervisors Office
   The area of this office approximately measures at ~430 sq. ft.

   Work for this location will include:
   - Removing existing glued down carpet
   - Remove existing wall base
   - Applying the skim coat concrete prior to vinyl tile installation
   - Installing vinyl wall base around perimeter
   - Installing vinyl transitions as needed
   - Installing silver metal tapdown at doorways as needed
   - Manipulating furniture before removal and after installation
   - Hauling and disposing of removed materials

2. Recreation Administration Offices
   This area includes three connected office spaces, measuring at approximately ~530 sq. ft in total.

   Work for this location will include:
   - Removing existing glued down carpet

- Removing existing vinyl wall base
- Applying the skimcoat on subfloor (to allow for a smooth flat surface to accept new floor coverings)
- Installing new carpet tile
- Seaming edges on field and border tile
- Installing new rubber cove wall base
- Manipulating furniture before removal and installation of new flooring
- Hauling and disposing of removed materials

3. Public Works Superintendent's Office (Alternate)
This area measures approximately ~230 sq. ft.

Work for this location will include:
- Removing existing glued down carpet
- Remove existing wall base
- Applying the skim coat concrete prior to vinyl tile installation
- Installing vinyl wall base around perimeter
- Installing vinyl transitions as needed
- Installing silver metal tapdown at doorways as needed
- Manipulating furniture before removal and after installation
- Hauling and disposing of removed materials

4. Public Works Fleet Superintendent's Office (Alternate)
This area contains both an office and a storage closet, which measure at approximately ~210 sq. ft and ~125 sq. ft respectively.

Work for this location will include:
- Removing existing tile flooring
- Remove existing wall base
- Applying the skim coat concrete prior to vinyl tile installation
- Installing vinyl wall base around perimeter
- Installing vinyl transitions as needed
- Installing silver metal tapdown at doorways as needed
- Manipulating furniture before removal and after installation
- Hauling and disposing of removed materials

5. Fire Station Gym (Alternate)
This area measures approximately ~390 sq. ft.

Work for this location will include:
- Removing existing glued down carpet
- Removing existing vinyl wall base

- Applying the skimcoat on subfloor (to allow for a smooth flat surface to accept new floor coverings)
- Installing new carpet tile
- Seaming edges on field and border tile
- Installing new rubber cove wall base
- Manipulating furniture before removal and installation of new flooring
- Hauling and disposing of removed materials

Materials for Locations

The Village seeks a firm to supply the following materials. Materials needed will be listed per location.

1. Public Works Supervisors Office
    - Mannington Spacia Abstract 18x18 Mirus Hemp 20 Mil Glue Down LVT Premium Tile or equivalent
    - Taylor Dynamic Pressure Sensitive Adhesive – Destock
    - Johnsonite Base 1/8" Vinyl Cove, 4.5" Pieces – Color: Charcoal
    - Skim Coat
2. Recreation Administration Offices
    - J+J Flooring – Grassland Carpet Tile, Color 2092, 12x48 or equivalent
    - Taylor Dynamic Pressure Sensitive Adhesive – Destock
    - Johnsonite Base 1/8" Vinyl Cove, 4.5" Pieces – Color: Charcoal
    - Skim Coat
3. Public Works Superintendent's Office (Alternate)
    - Mannington Spacia Abstract 18x18 Mirus Hemp 20 Mil Glue Down LVT Premium Tile or equivalent
    - Taylor Dynamic Pressure Sensitive Adhesive – Destock
    - Johnsonite Base 1/8" Vinyl Cove, 4.5" Pieces – Color: Charcoal
    - Skim Coat
4. Public Works Fleet Superintendent's Office (Alternate)
    - Mannington Spacia Abstract 18x18 Mirus Hemp 20 Mil Glue Down LVT Premium Tile or equivalent
    - Taylor Dynamic Pressure Sensitive Adhesive – Destock
    - Johnsonite Base 1/8" Vinyl Cove, 4.5" Pieces – Color: Charcoal
    - Skim Coat
5. Fire Station Gym (Alternate)
    - J+J Flooring - Fiction II Carpet Tile, Color: Fantasy or equivalent
    - Taylor Dynamic Pressure Sensitive Adhesive – Destock
    - Johnsonite Base 1/8" Vinyl Cover, 4.5" Pieces – Color: Charcoal
    - Skim Coat

Location Photos

Photos of the contract areas are provided at the end of this document.

Term

The term of this contract shall be a one-time contract, ending on December 31, 2026, after the notice to proceed date, unless the contract is terminated pursuant to the terms herein.

Contractor must schedule work with the Building Coordinator, or designee, to ensure preparation of areas prior to work commencing and to coordinate access to the buildings. Contractor will be limited to weekend work only so as to not disturb the workweek.

VI. General Specifications

Acceptability of Work

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

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.

Change in Scope of Work

The Village of Western Springs may order changes in the work consisting of additions, deletions, or other revisions within the general scope of the contract. No claims may be made by the Contractor that the scope of the work or of the Contractor's services has been changed, requiring changes to the amount of compensation to the Contractor or other adjustments to the contract, unless such changes or adjustments have been made by written amendment to the contract approved by the Village Board and the Contractor.

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

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

Collusion among Bidders

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

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

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

Compliance with Freedom Of Information Act Requests

Section 7(2) of the Illinois Freedom of Information Act (FOIA) (5 ILCS 120/7(2)) requires certain records that qualify as "public records, "which have been prepared by and are in the possession of a party who has contracted with the Village, be turned over to the Village so that a FOIA requestor can inspect and photocopy the non-exempt portions of the public records pursuant to a FOIA request. The Village has a very short period of time from receipt of a FOIA request to comply with the request, and it requires sufficient time to review the records to decide what information is or is not exempt from disclosure. The Contractor/Consultant acknowledges the requirements of FOIA and agrees to comply with all requests made by the Village for public records (as that term is defined by Section 2(c) of FOIA) in the Contractor/Consultant's possession and to provide the requested public records to the Village within two (2) business days of the request being made by the Village. The Contractor/Consultant agrees to indemnify and hold harmless the Village from all claims, costs, penalties, losses and injuries (including but not limited to, attorney's fees, other professional fees, court costs and/or arbitration or other dispute resolution costs) arising out of or relating to its failure to provide the public records to the Village under this Agreement.

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

Compliance with Laws; Employment Discrimination

In the performance of its obligations pursuant to this Agreement, the Contractor shall comply with all applicable provisions of federal, state and local law, including those regulations in regard to all applicable equal employment opportunity requirements, including without limitation, Article 2 of the Illinois Human Rights Act (775 ILCS 5/2-101 et seq.). In addition, the Contractor agrees to comply with all applicable federal laws, state laws and regulations including, but not limited to, such laws and regulations relating to minimum wages to be paid to employees, limitations upon the employment of minors, minimum fair wage standards for minors, payment of wages due employees, and health and safety of employees. The Contractor also agrees to require any contractor doing work or performing professional or

consulting services in connection with its program or this Agreement to agree to adhere to the requirements of this Section. The Contractor agrees to pay its employees, if any, all rightful salaries, medical benefits, pensions and social security benefits pursuant to applicable labor agreements and federal and state statutes, including the Illinois Prevailing Wage Act, and the Contractor further agrees to make all required withholdings and deposits therefore. Such requirements shall be included by the Contractor in all its contracts and agreements with contractors and subcontractors for this program. The parties agree that the most recent of such state and federal requirements will govern the administration of this Agreement at any particular time. Likewise, new state and federal laws, regulations, policies and administrative practices may be established after the date of the Agreement has been executed and may apply to this Agreement. The Contractor agrees to maintain full compliance with changing government requirements that govern or apply to its operation." In addition, the Contractor agrees to comply with the Americans with Disability Act (42 U.S.C. 12101 et seq.), and all rules and regulations issued pursuant to the Act, there shall be no discrimination on the basis of disabilities (as defined in the Act) in the operation of the services and programs provided by the Contractor hereunder. Any complaint of such discrimination received by the Contractor shall be immediately forwarded to the Village Manager.

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

Contractor Personnel

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

Debarment

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

Default Clause

A default shall occur under this contract if the Contractor or Village shall not comply with the terms of this contract. The following list is presented as an example only and does not include a listing of all events of default. Omission of an event does not indicate an intent to excuse such an event as an event of default. Examples are, if the Contractor fails to begin work on the date set forth in the contract (unless the Contractor and Village shall agree in writing to a delay in the start of performance), if the Contractor fails to diligently and consistently perform the work once the contract has started (including but limited to, failing to provide enough properly skilled workers; to supply proper material; to make proper payments to subcontractors, or for materials or labor), or otherwise is guilty of a substantial violation of the contract or specifications, then the Village may declare that a default exists under the contract.

The Village shall specify the nature of the default in a written notice mailed to the Contractor or delivered to its employee or agent. Upon receipt of said notice, the Contractor shall be liable and shall pay the Village the amount shown in the following schedule of deductions, not as a penalty but as liquidated damages, for each day until the default is corrected. The liquidated damages for default are approximate, due to the impracticality of calculating and proving actual delay costs. This schedule of deductions establishes the cost of delay to account for administration, engineering, inspection, and supervision during periods of extended and delayed performance. The costs of delay represented by this schedule are understood to be a fair and reasonable estimate of the costs that will be borne by the Village during extended and delayed performance by the Contractor of the work, remaining incidental work, correction of work improperly completed, or repair of work damaged as a result of the Contractor. The liquidated damage amount specified will accrue and be assessed until final completion of the total physical work off the contract even though the work may be substantially complete. The Village will deduct these liquidated damages from any monies due or to become due to the Contractor from the Village.

Schedule of Deductions for Each Day of Default Original Contract Amount from more than	to and including calendar day	
$0	$25,000	$300
$25,000	$100,000	$375
$100,000	$500,000	$550
$500,000	$1,000,000	$725
$1,000,000	$2,000,000	$900
$2,000,000	$3,000,000	$1,100
$3,000,000	$5,000,000	$1,300
$5,000,000	$7,500,000	$1,450
$7,500,000	And over	$1,650

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

Delay

Contractor shall perform the work of this contract expeditiously in cooperation with the Village, its agents, employees and other Contractors and subcontractors. Contractor shall make no claim against Village, and no claim shall be allowed for any damages which may arise out of

any delay caused by Village, its agents, employees or other Contractors or subcontractors. Contractor's sole remedy for delay from the Village shall be an extension in the Contract Time.

Exceptions

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

Expenses Incurred in Preparing Bid

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

Failure to Deliver

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

Guaranty

A written statement containing guaranty for a minimum of one (1) year after final payment or longer for all material and workmanship must be furnished with the bid.

Indemnity/Hold Harmless Provision

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

Contractor expressly understands and agrees that any performance bond or insurance policies required by this contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Village, its officers,

appointed and elected officials, president and trustees, agents, employees, attorneys and volunteers as herein provided.

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.

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 Coverages

1. The Village, its officers, appointed and elected officials, president and trustees, agents, employees, attorneys and volunteers are to be covered as specifically listed additional insureds as respects: liability arising out of the Contractor's work, including activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, leased or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Village, its officers, appointed and elected officials, president and trustees, agents, employees, attorneys and volunteers.
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 the claim is made or suit is brought, except with respect to the limits of the insurer's liability.
5. If any commercial general liability insurance is being provided under an excess or umbrella liability policy that does not "follow form," then the Contractor shall be required to name the Village, its officers, appointed and elected officials, president and trustees, agents, employees, attorneys and volunteers as additional insureds. A copy of the actual additional insured endorsement shall be provided to the Village.

B. Workers' Compensation and Employers Liability Coverage

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

C. All Coverages

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

V. ACCEPTABILITY OF INSURERS

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

VI. VERIFICATION OF COVERAGE

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

VII. SUBCONTRACTORS

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

VIII. ASSUMPTION OF LIABILITY

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

Law and Venue

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

Non-appropriation

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

Oral Statements

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

Permits, Licenses

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

Protection and Restoration of Property

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

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

necessary and, in addition to any other remedy, the cost thereof shall be deducted from any compensation due, or which may become due, under the contract.

References

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

Renewal of Contract

The term of this contract shall be a one-time contract, ending on December 31, 2026 after the notice to proceed date, unless the contract is terminated pursuant to the terms herein.

Responsibility for Work

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

(a) All employees on the work and other persons who may be affected thereby;

(b) All the work and all materials or equipment to be incorporated therein, whether in storage on or off the side; and

(c) Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation, maintenance or replacement in the course of work.

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

Right to Audit

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

for examination, transcription, and audit by the Village, its designees, or other authorized bodies.

Smoking Policies

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

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 the Village shall pay the Contractor any amount due for actual, completed and accepted work, and the Village shall not be obligated to pay the Contractor any more money.

Unnecessarily Elaborate and Unresponsive Submittals

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

Waivers of Lien

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

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

payment to the Contractor shall be resumed in accordance with the terms of the contract documents.

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

Contractor's Drug-Free Workplace Certification

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

(A) Publishing a statement:

(1) Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance, including cannabis, is prohibited in the grantee's of Contractor's workplace.

(2) Specifying the actions that will be taken against employees for violations of such prohibition.

(3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:

(a) Abide by the terms of the statement; and

(b) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.

(B) Establishing a drug free awareness program to inform employees about:

(1) The dangers of drug abuse in the workplace;

(2) The grantee's or Contractor's policy of maintaining a drug-free workplace

(3) Any available drug counseling, rehabilitation, and employee assistance program; and

(4) The penalties that may be imposed upon employees for drug violations.

(C) Making it a requirement to give a copy of the statement required by subsection (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.

(D) Notifying the contracting agency within ten (10) days after receiving notice under part (b) of paragraph (3) of subsection (a) from an employee or otherwise receiving actual notice of such conviction.

(E) Imposing a sanction on, or requiring the satisfactory participation in a drug assistance or rehabilitation program by any employee who is so convicted, as required by Illinois Compiled Statutes, Chapter 127, Act 580, Paragraph 5.

(F) Assisting employees in selecting a course of action in the event drug counseling treatment and rehabilitation is required and indicating that a trained referral team is in place.

(G) Making a good faith effort to continue to maintain a drug-free workplace through implementation of this Section.

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

NPN Carpet Installation Inc

Contractor

Date: 05/26/2026 Attest

Contractor's Certification Regarding
Non-Payment of Compensation

NPN Carpet Installation Inc DBA NPN Flooring 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

DATED: 05/26/2026 AG

ATTEST:

EXCEPTIONS TO THIS BID (THIS PAGE MUST ACCOMPANY BID)

Exhibit A

Agreement

This Agreement (the "Agreement") made this the ___day of **May** in the year **2026** by and between the Village of Western Springs, Illinois, 740 Hillgrove Avenue, Western Springs, Illinois, 60558 (the "Village") and _____ (the "Contractor"). The Village and the Contractor are at times referred herein, individually, as the "Party" and, collectively, as the "Parties".

The Village and Contractor agree as set forth below:

1. For the financial consideration hereinafter set forth, the Contractor agrees to furnish and provide all commercially necessary labor, materials, equipment and services and to do all other activities commercially required (the "Work") to complete the 2026 Flooring Replacement RFB as set forth in the contract requirements, a copy of which is attached here to as exhibit 1 dated May 14, 2026, and as agreed to in the Contractor's Bid dated May 28, 2026.

2. The Contractor agrees to commence the Work after **July 1, 2026** and before **December 31, 2026,** and will officially, diligently, and expeditiously conduct the Work in a commercially reasonable manner so as to assure completion by **December 31, 2026**.

3. The Village shall pay the Contractor for the performance of the Work to complete the 2026 Flooring Replacement RFB Flooring Replacement for a total dollar amount not to exceed THOUSAND AND NO/100 DOLLARS ($_____) in accordance with the Contractor's Bid dated **May 28, 2026,** 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 it will comply with the applicable state and federal laws concerning prevailing wage rates and all applicable state and federal laws and requirements concerning equal opportunities.

5. This Agreement shall consist of, incorporate and include each of the following contract documents, whether attached hereto or incorporated by reference herein:

   A. Legal Notice (Advertisement for Bid) published on **May 14, 2026.**

   B. Instructions to Bidders dated **May 14, 2026.**

   C. Contractor's Bid dated **May 28, 2026.**

C. Contractor's Bid dated **May 28, 2026.**

D. Contractor's bid bond submitted by Check in the amount of $500 dated **May 28, 2026.**

F. General Specifications and all additional provisions **May 28, 2026.**

G. Contractor's Drug Free Workplace Certification dated **May 28, 2026.**

H. Contractor's Certification Regarding Non-Payment of Compensation dated **May 28, 2026.**

I. Contractor certifications including Certification of Eligibility to Enter into Public Contracts.

J. Required Performance and Payment Bonds provided by the Contractor.

K. Required Insurance Certificates provided by the Contractor.

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

This agreement executed on the day and year first written above.

Contractor:

By: Project Manager
(Name and Title)

*Corporate Seal of corporation

Attest:

By: Accountant
(Name and Title)

Village of Western Springs

By: _____
Heidi Rudolph, Village President

*Village Seal

By: _____
Ed Tymick, Village Clerk

Exhibit C

CHANGE ORDER NO.:

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

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

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

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

Recommended by Engineer (if required)	Accepted by Contractor
By: _____	_____
Title: _____	_____
Date: _____	_____
_____	Approved by Funding Agency (if applicable)
By: _____	_____
Title: _____	_____
Date: _____	_____

EXHIBIT B

CERTIFICATION OF ELIGIBILITY TO ENTER INTO PUBLIC CONTRACTS BY THE CONTRACTOR

I, Armando Guzman, having being first

duly sworn, depose and state that I am the

Project Manager

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

and the authorized agent of NPN Carpet Installation Inc DBA NPN Flooring, which has submitted a Bid to, and is entering into a contract with, the Village of Western Springs for the performance of work in relation to the 2026 Flooring Project in the Village of Western Springs, and certifies on behalf of said company as follows:

1. The company is not barred from contracting with the Village as a result of a violation of either Section 33E-3, or 33E-4 of the Illinois Criminal Code, or of any similar offense of "bid-rigging" or "bid-rotating" of any state or of the United States.

2. The company shall comply with all applicable provisions of the Illinois Human Rights Act and has a written sexual harassment policy in full compliance with that Act.

3. The company is not delinquent in the payment of any tax administered by the Illinois Department of Revenue or,

   a. is contesting such liability or the amount of tax in accordance with procedures established by the appropriate revenue act, or

   b. has entered into an agreement with the Department of Revenue for payment of all taxes due and is in compliance with that agreement.

   c. Not in default, as defined in 5 ILCS 385/2, on an educational loan, as defined in 5 ILCS 385/1.

4. In compliance with the Veterans Preference Act (330 ILCS 55/).

5. In compliance with equal employment opportunities and, during the performance of the Agreement, the Contractor shall:

   a. Not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.

b. If it hires additional employees in order to perform the Agreement or any portion hereof, it will determine the availability (in accordance with the Illinois Department of Human Right's Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.

c. In all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.

d. Send to each labor organization or representative of workers, with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Contractor's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the Contractor in its efforts to comply with such Act and Rules and Regulations, the Contractor will promptly so notify the Illinois Department of Human Rights and the VILLAGE and will recruit employees from other sources when necessary to fulfill its obligations thereunder.

e. Submit reports as required by the Illinois Department of Human Rights, Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations.

f. Permit access to all relevant books, records, accounts, and work sites by personnel of the contracting agency and the Illinois Department of Human Rights for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.

g. Not maintain or provide for its employees any segregated facilities at any of its establishments, and not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. As used in this section, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color or national origin because of habit, local custom or otherwise.

6. In compliance with 775 ILCS 5/2-105(A)(4) by having in place and enforcing a written sexual harassment policy.

7. In agreement that, in the event of non-compliance with the provisions of this certification relating to equal employment opportunity, the Illinois Human Rights Act or the Illinois Department of Human Rights, Rules and Regulations, the Contractor may be declared ineligible for future contracts with the VILLAGE, and the Agreement may be canceled or

voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation.

8. In compliance with the requirements of 30 ILCS 580/ (Drug Free Workplace Act).

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

By: NFN Carpet Installation Inc Armando Guzman
Name: Armando Guzman
Title: Authorized Agent of Contractor

Subscribed and Sworn To
Before Me This 27 Day
Of MAY, 2026

Notary Public
AIMEE MARGO HARTLEY

Notary Public

OFFICIAL SEAL
AIMEE MARGO HARTLEY
Notary Public, State of Illinois
Commission No. 992679
My Commission Expires
June 24, 2028

Exhibit C

CHANGE ORDER NO.:

Owner: Owner's Project No.:
Engineer: Engineer's Project No.:
Contractor: Contractor's Project No.:
Project:
Contract Name:
Date Issued:

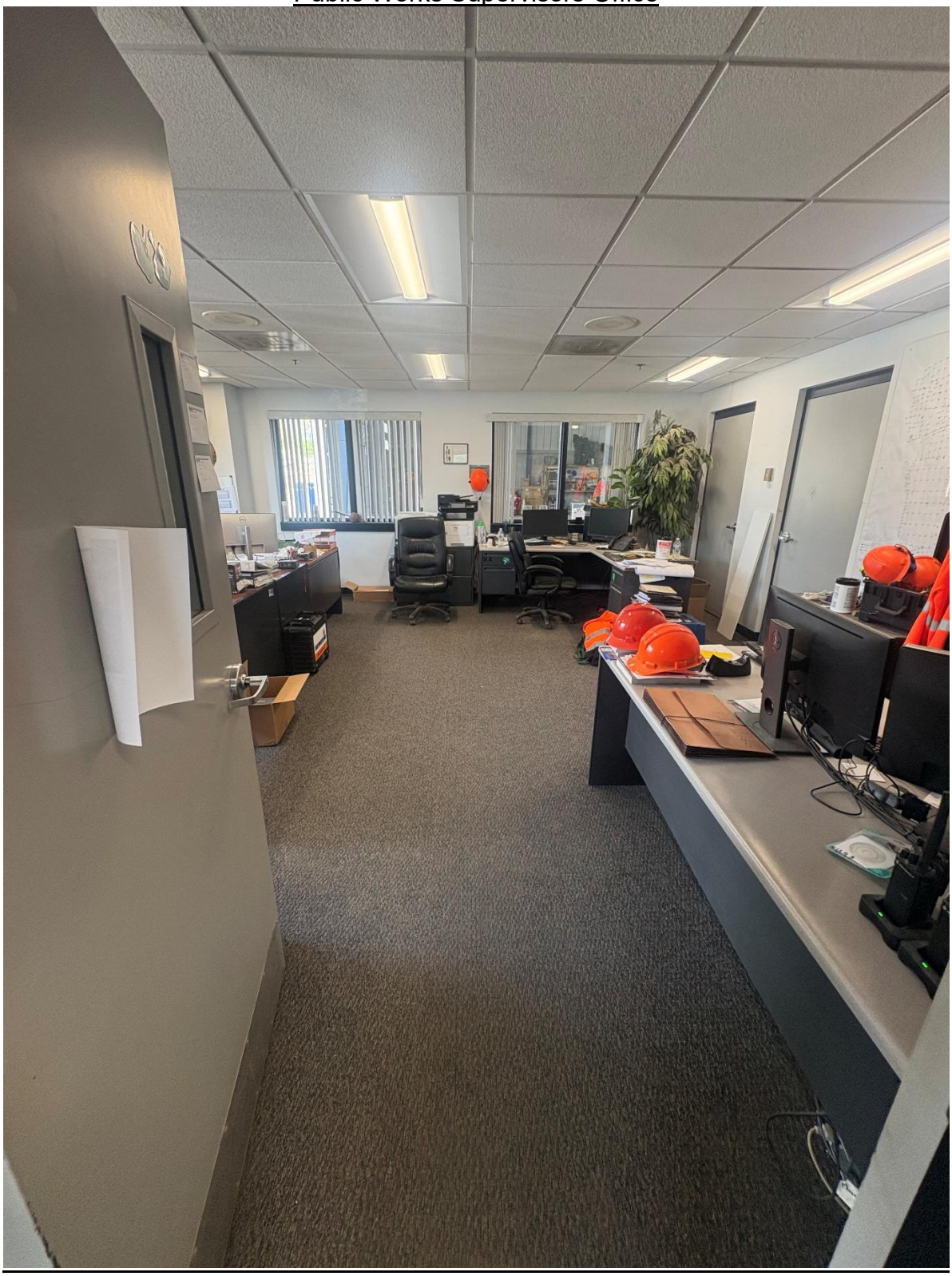
The Contract is modified as follows upon execution of this Change Order:
Description:
Attachments:

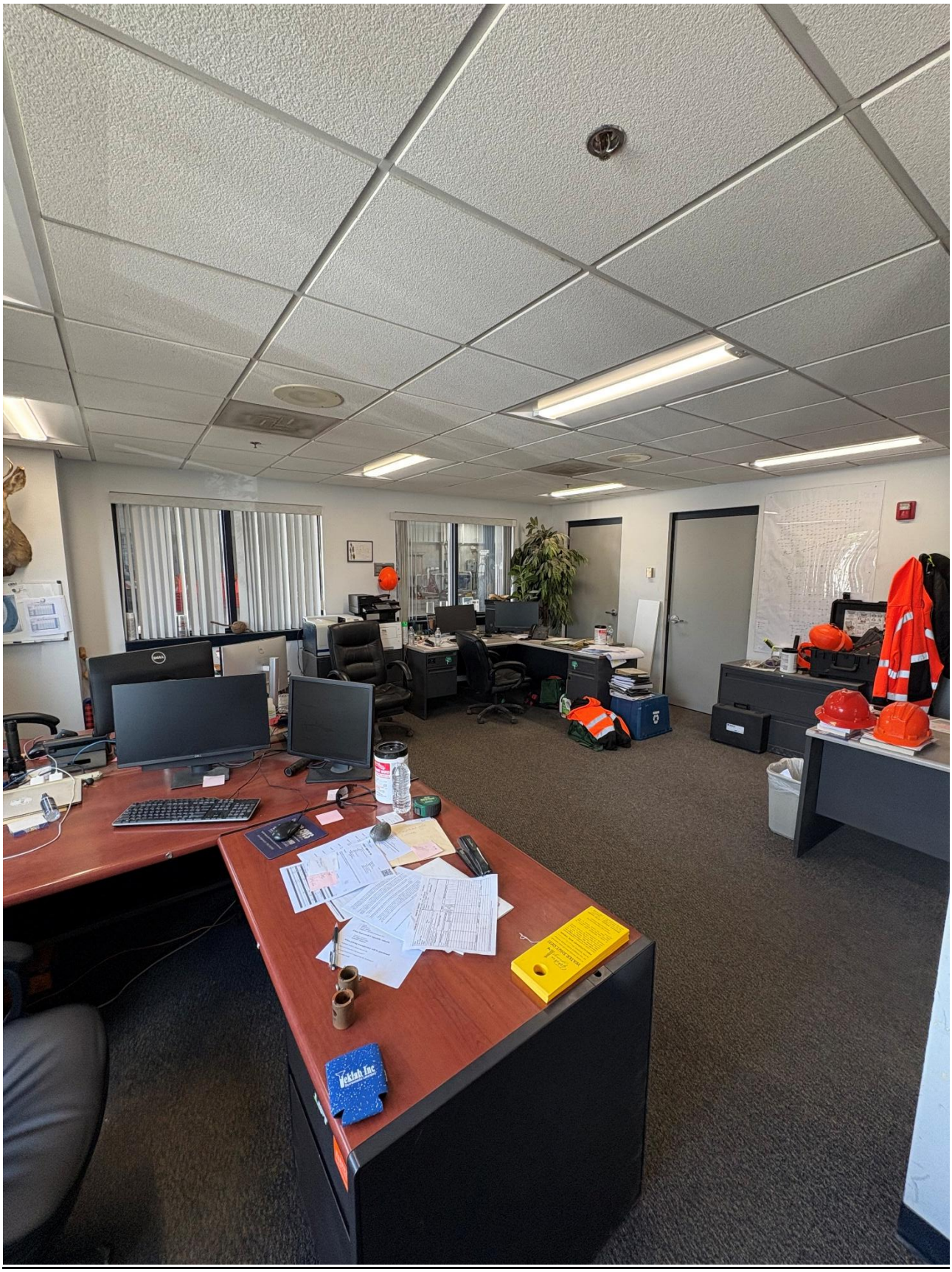
Change in Contract Price	**Change in Contract Times [State Contract Times as either a specific date or a number of days]**
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Recommended by Engineer (if required)	Accepted by Contractor
By: _____	_____
Title: _____	_____
Date: _____	_____
_____	Approved by Funding Agency (if applicable)
By: _____	_____
Title: _____	_____
Date: _____	_____

SITE PHOTOS

Public Works Supervisors Office





Recreation Administration Office






Oriental Trading






STRONGER
SEEM
THINK






PLEASE



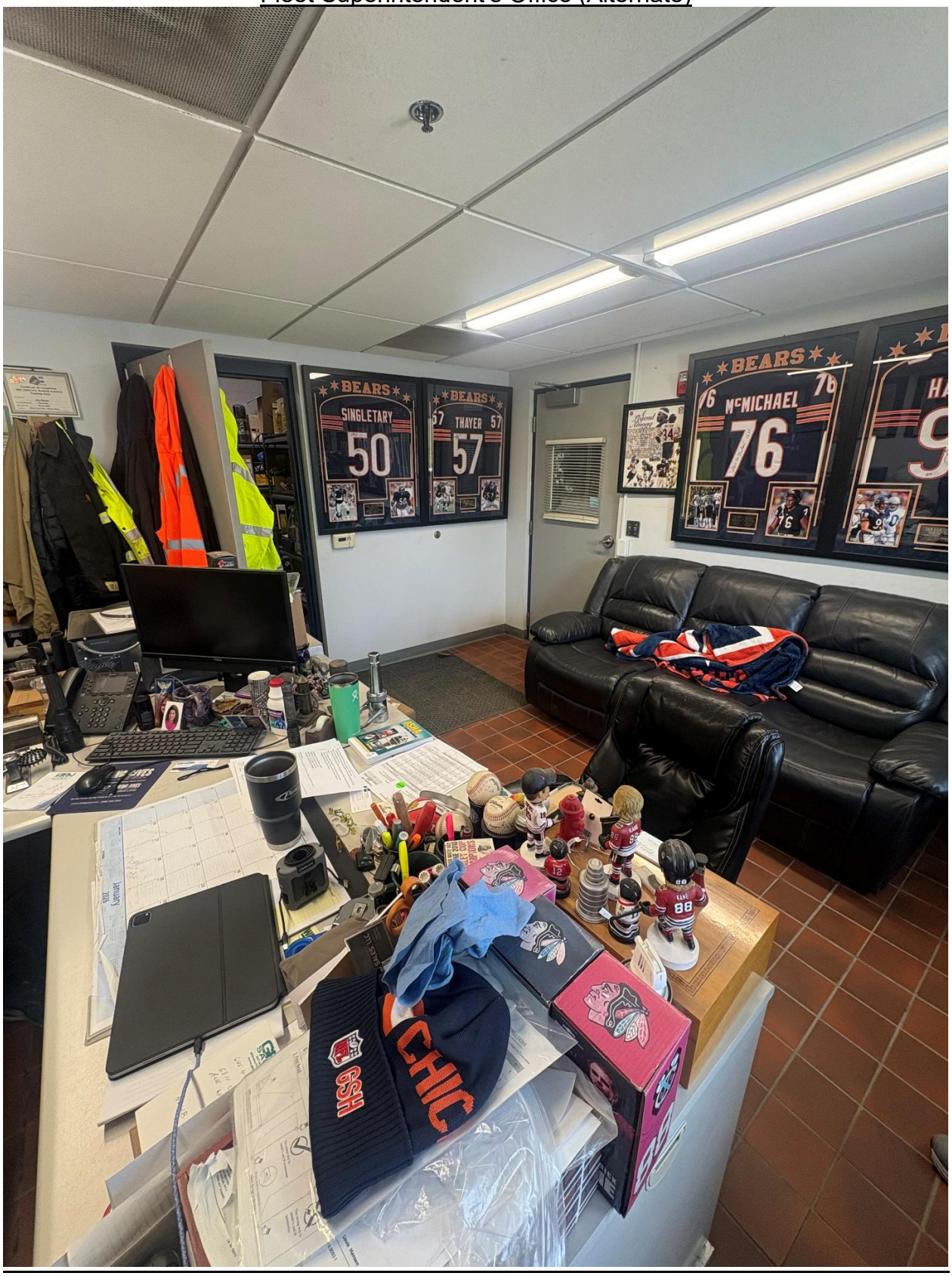

PAPERone
Copier
PROJECTOR
BOSE
DUM DUMS
CHORDS
NITRILE
CLEANING

Public Works Superintendent’s Office (Alternate)





Fleet Superintendent’s Office (Alternate)




MANAGER of the YEAR
CRC
claire

Fire Station Gym (Alternate)




TRUE

ARDEX FEATHER FINISH XF®

Self-Drying, Cement-Based Finish Underlayment

Provides a smooth surface over a variety of substrates prior to the installation of today's demanding floor coverings, including sheet vinyl and VCT

Install floor coverings in as little as 15 minutes

Superior coverage – up to 300 sq. ft. per bag*

Mold and mildew resistant

Priming not required for most applications

Exceptional bond strength

Suitable for castor wheels (EN 12 529)

Easy to mix with water only; applies to a true featheredge

Interior use only

ARDEX Americas
400 Ardex Park Drive
Aliquippa, PA 15001 USA
888-512-7339
www.ardexamericas.com

ARDEX FEATHER FINISH XF®

Self-Drying, Cement-Based Finish Underlayment

Suitable Substrates

- Concrete (structurally sound)
- Absorbent terrazzo on concrete †
- Metal (Interior only and non-aluminum) †, †††
- Plywood subfloors (untreated)
- Solid hardwood †, †††
- Gypsum ††
- Properly installed ARDEX moisture control systems on concrete:
  - ARDEX MC™ RAPID
  - ARDEX VR 98
- Other approved, non-porous materials on concrete:†
  - Non-porous (non-absorbent) cementitious terrazzo
  - Ceramic, quarry or porcelain tiles
  - Epoxy coatings
  - Epoxy terrazzo
  - Non-water-soluble adhesive residue
  - Concrete treated with certain curing compounds (test areas only; for full instructions, see ardexamericas.com/services/properprep)

†Must be sound, solid and well-bonded to underlying, structurally sound substrates.

Please note that a skim coat of a cementitious material applied over a non-porous surface may not create a porous bonding surface for the finish flooring and/or may not protect the finish flooring from migration of existing adhesive. Consult the flooring manufacturer for confirmation of any minimum thickness requirements for cementitious underlayments, as well as for any additional considerations, when installing over potentially non-porous surfaces.

††Please be advised that gypsum is inherently weak. This product will provide a solid bonding surface for new flooring, but it cannot correct the weakness of an underlying gypsum surface.

†††It is the responsibility of the installation contractor to ensure the substrate is rigid, well supported, properly anchored and free of undue flex and vibration.

Suitable Applications

- All grade levels
- Dry areas only
- Interior applications only
- May be used as an embossing filler over residential sheet vinyl when mixed with ARDEX P 82; see instructions below

Job Conditions

During installation and cure, substrate and ambient temperatures must be a minimum of 50°F / 10°C.

Step 1: Moisture Evaluation and Testing

This product is intended for interior, dry spaces. Hydrostatic pressure, plumbing leaks, flood factors and other sources of water infiltration must be identified and corrected prior to installation. This product is not a vapor barrier and will allow free passage of moisture vapor.

Test concrete in accordance with ASTM F2170. For high-moisture floor coverings and adhesives, this product can be installed over concrete with relative humidity (RH) levels up to 95% provided: Each on-ground slab is built on a vapor retarder, which remains effective and intact, in conformance with ASTM E1745.

All other cases: Moisture control is required if the RH exceeds the most stringent of the following: 1) the limitations imposed by the flooring manufacturer; 2) the limitations imposed by the adhesive manufacturer.

If moisture control is required, see "Moisture Control System Selection" section below.

Moisture Control System Selection

For ARDEX MC RAPID: RH levels up to 100% on all grade levels.

For ARDEX VR 98:

1. RH levels are 98% or below (85% for radiant-heated slabs).

2. The slab is either above-grade, or, the slab is built on a vapor retarder, which remains effective and intact, in conformance with ASTM E1745.

If moisture control is not required, select applications require priming. See the following section for further details.

Priming Method Selection (select applications)

If a moisture control course will not be applied, priming is needed only for select applications as follows:

- ARDEX P 82 ™ Ultra Prime
- ARDEX P 4™ Pre-Mixed, Rapid-Drying, Multipurpose Primer
- ARDEX P 51™ Primer

Substrate (Interior, dry substrates only; All grade levels)	Priming Course
Gypsum and extremely absorbent concrete	ARDEX P 51 "double prime" or ARDEX P 4
Metal (Interior only and non-aluminum)	ARDEX P 82; anti-corrosive epoxy coating required for ferrous metals
Epoxy	ARDEX P 82 or ARDEX P 4

Step 2: Substrate Preparation (Proper Prep™)

For full details on Proper Prep, reference the following articles at ardexamericas.com/services/properprep:

- Article 1.1: Preparing Concrete for ARDEX or HENRY Underlayments
- Article 1: Preparing Concrete for Bonded ARDEX or HENRY Applications
- Article 2: Preparing Wood for Bonded ARDEX Applications
- Article 3: Preparing Metal for Bonded ARDEX Applications
- Proper Prep Brochure

If necessary, mechanically clean the substrate by shot blasting or similar means. Do not use acid etching, adhesive removers, solvents or sweeping compounds, as these are bond breakers. Sanding is not an effective method to remove contaminants from concrete.

Substrate must be dry and free of excess moisture and alkali. All substrates must be sound, solid and thoroughly clean of all bond-breaking contaminants, including but not limited to: dirt, dust, wax, grease, paints and oils; unapproved curing compounds and sealers; overwatered or otherwise loose or weak material; and unsuitable adhesive residues.

Handle and dispose of asbestos and other hazardous materials in accordance with prevailing regulations, which supersede the recommendations in this document.

Minimum Preparation

In all cases, substrate must be clean; additional prep may be needed, as follows:

Substrate	Minimum Preparation
Non-water-soluble adhesive residue on concrete	Must be scraped to a thin, well-bonded residue (rfci.com)
Substrate to receive ARDEX VR 98 / ARDEX P 51	Mechanically remove all adhesive residue, sealers, curing compounds, tiles, mortars and epoxy coatings down to clean, sound, solid concrete / terrazzo Substrate must be clean and absorbent (ASTM F3191)
Concrete to receive ARDEX MC RAPID	Mechanically remove all adhesive residue, sealers, curing compounds, tiles, mortars and epoxy coatings down to clean, sound, solid concrete / terrazzo Concrete and terrazzo substrates must be clean and prepared to a minimum CSP 3 / maximum CSP 5 (icri.org)

Vacuuming

Following preparation, thoroughly vacuum to remove all excess dirt and debris.

Step 3: Treating Joints and Cracks

Under no circumstances should any product herein be installed over moving joints or moving cracks. Honor all moving joints.

If an ARDEX moisture control system will be installed (see "Moisture Testing" section above): All dormant joints and dormant cracks greater than a hairline (1/32"/ 0.8 mm) that will not be honored must be pre-filled with ARDEX ARDIFIX™ Low Viscosity Rigid Polyurethane Crack and Joint Repair and sand broadcasted to refusal in strict accordance with the technical data sheet.

Step 4: Install Appropriate Moisture Control or Priming Course (if needed)

See the "Moisture Control System Selection" and "Priming Method Selection" sections above to select the appropriate product, if applicable.

Products may need longer drying times with low surface temperatures and/or high ambient humidity. Do not proceed with subsequent steps before product has dried thoroughly.

Moisture Control System Installation (if required)

If moisture control is required, install the selected ARDEX moisture control system, in accordance with the appropriate technical data sheet (www.ardexamericas.com/products). To select the appropriate moisture control system, see the "Moisture Control System Selection" section above.

Gypsum and Extremely Absorbent Concrete: ARDEX P 51 "Double Prime"

Make an initial application of primer diluted with 3 parts water by volume. Let the initial application dry thoroughly (1 - 3 hours), and then install a second application of primer mixed 1:1 with water as detailed directly above.

Metal / Epoxy: ARDEX P 82

To prevent rust from recurring, ferrous metals must first be coated with an anti-corrosive epoxy coating. The coating must be installed and allowed to dry thoroughly in accordance with the manufacturer's written recommendations.

Follow the mixing instructions on the container, and apply with a short-nap or sponge paint roller, leaving a thin coat of primer. Do not leave any bare spots. Back roll with a dry roller to remove excess primer. ARDEX P 82 should be applied within 1 hour of mixing. Allow to dry to a thin, slightly tacky film (min. 3 hours, max. 24 hours).

Metal: ARDEX EP 2000

ARDEX EP 2000 can also be used as a priming option over interior metal substrates. Please contact the ARDEX Technical Service Department for a full recommendation.

Epoxy: ARDEX P 4

Apply a thin, even layer to the substrate using a short-nap roller, sponge paint roller or paintbrush. Allow the primer to dry to a thin, opaque, white film (min. 30 minutes; 70°F / 21°C). Once dry, there is no time limit before the subsequent installation may proceed. However, please note that the subsequent installation should proceed as soon as possible to avoid surface contamination or damage to the primed surface.

Step 5: Mixing and Application

Recommended Tools

ARDEX T-2 Mixing Paddle • 1/2" (12 mm) heavy-duty drill (min. 650 rpm) • appropriate measuring bucket • Mixing container

Water ratio: 2 1/2 quarts (2.4 L) of clean water per unit; 2 parts powder to 1 part clean water by volume (small batches)

Thickness of Application

Application	Max. Thickness
Small, well-defined areas	Unlimited
All other applications	1/2" (12 mm)

Manual

Pour the water in the mixing container first, and then add powder while mixing with the mixing paddle and a 1/2" (12 mm) heavy-duty drill (min. 650 rpm). Mix thoroughly for approximately 2 to 3 minutes to obtain a lump-free mix. Do not overwater! Additional water will weaken the compound and lower its strength.

Small batches may be mixed by hand. Use a margin trowel, and mix vigorously. Just prior to application on the substrate, the mixture should be stirred again to ensure a creamy, smooth, lump-free consistency.

Please note that for thin applications, the profile of the substrate can affect the flatness and smoothness of the product. The thickness of the application should be calculated based on the surface profile of the substrate and the specified tolerances of the floor covering.

After mixing, apply the product to the substrate with the flat side of a steel trowel to obtain a solid mechanical bond before applying the desired thickness. Apply sufficient pressure to fill all defects and to feather the product onto the subfloor surface.

For installations over ARDEX VR 98, special application procedures are required. Please refer to the ARDEX VR 98 technical data sheet or consult the ARDEX Technical Service Department for a full recommendation.

The pot life of the product is approximately 15-20 minutes at 70°F (21°C). If stiffening or surface skinning occurs within this time, remix before using. **Do not add more water.**

Wear Surface

This product is not to be used as a permanent wear surface, even if coated or sealed. Install a suitable floor covering material, such as carpet, vinyl flooring, ceramic tile, etc. For concrete floors in warehouses, storage areas, hallways or other areas where a wear surface is required, use ARDEX SD-M™ DESIGNER FLOOR FINISH™.

Step 6: Drying Time and Installation of Flooring

All dry times are calculated at 70°F (21°C). Drying time is a function of jobsite temperature and humidity conditions. Low substrate temperatures and/or high ambient humidity will extend the drying time. Adequate ventilation and heat will aid drying. Forced drying can dry the surface of the product prematurely and is not recommended.

Wood flooring and high-performance adhesives (epoxies or urethanes):	16 hours
All other applications:	(When hardened) typically 15 - 20 minutes

Notes

Intended for use by professional contractors who are trained in the application of this product and/or similar products. Not sold by ARDEX through home improvement centers. For information on ARDEX Academy trainings, visit ardexamericas.com.

In accordance with industry standards, and to determine the suitability of the products for the intended use, always install an adequate number of properly located test areas including the finish flooring. As floor coverings vary, always contact and rely upon the floor covering manufacturer for specific directives, such as maximum allowable moisture content, adhesive selection and intended end use of the product. If the installation is not proceeding as expected, contact the ARDEX Technical Service Department before proceeding further.

Never mix with cement or additives outside of our written recommendations. Observe the basic rules of concrete work, including the minimum surface and air temperatures detailed above. Install quickly if the substrate is warm, and follow the warm weather installation guidelines available on our website.

Dispose of packaging and residue in accordance with prevailing regulations. Do not flush material down drains. Do not reuse packaging.

Precautions

Carefully read and follow all precautions and warnings on the product label. For complete safety information, please refer to the Safety Data Sheet (SDS) available at www.ardexamericas.com.

Technical Data According to ARDEX Quality Standards

All data based on a partial, in-lab mix. Mixing and testing completed at 70°F / 21°C. Physical properties are typical values and not specifications.

Coverage	Per bag at 1/4" (6 mm): 16.7 sq. ft. (1.5 sq. m) Per bag at 1/8" (3 mm): 33.3 sq. ft. (3.09 sq. m) Per bag at skim coat: 100 - 300 sq. ft. (9.2-27.8 sq. m) Coverage varies with texture of substrate surface.
Drying Time:	See the "Drying Time and Installation of Flooring" section above.
VOC:	0
Packaging:	10 lbs (4.5 kg) bag
Storage:	Store in a cool, dry area. Do not leave units exposed to sun.
Shelf Life:	9 months, if unopened and properly stored
Warranty:	ARDEX L.P. Standard Limited Warranty applies. Also eligible for the ARDEX/HENRY SystemOne™ Warranty when used in conjunction with select HENRY® Flooring Adhesives. See ardexamericas.com/services/warranties for full warranty details.

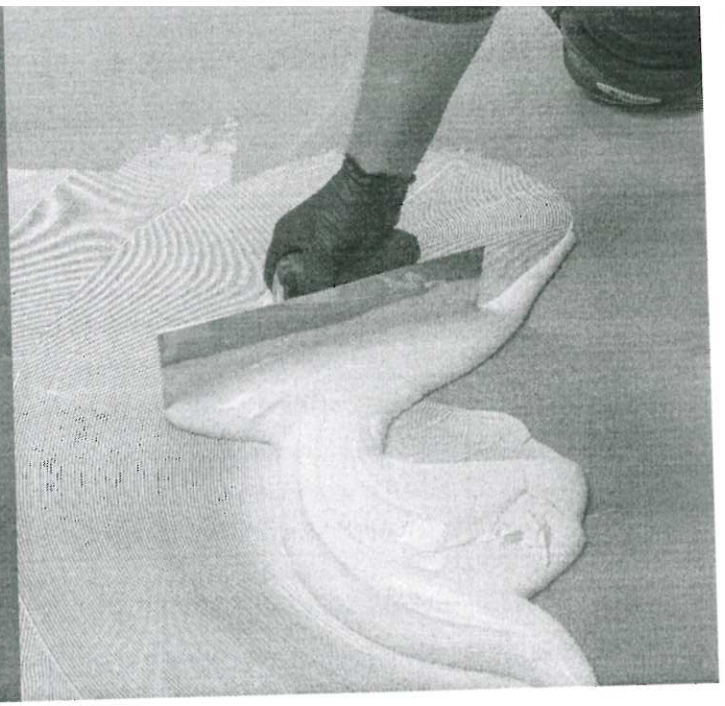
Made in the USA.

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ardexamericas.com/services/technical-services/techupdates.

Ultrabond ECO 399

Heavy-Duty, Pressure-Sensitive, Multi-Flooring Adhesive





DESCRIPTION

Ultrabond ECO® 399 is a high-moisture-resistant, heavy-rolling-load-resistant, aggressive, pressure-sensitive adhesive with enhanced dimensional control properties designed to install a wide variety of resilient flooring types. *Ultrabond ECO 399* can also be used for flash-coving installations using traditional installation methods.

FEATURES AND BENEFITS

- Resistant to heavy rolling loads
- Minimizes gaps in luxury vinyl tile and plank
- Resistant to high moisture
- Allows up to 6 hours of working time

WHERE TO USE

- Approved for use with vinyl composition tile (VCT), luxury vinyl tile, luxury vinyl plank, vinyl enhanced tile, quartz tile, bio-based tile, fiberglass-reinforced vinyl sheet flooring, solid vinyl sheet flooring, reground rubber underlayment, rubber sheet and tile flooring, cork underlayment, and vinyl-backed and polyolefin-backed carpet tile

LIMITATIONS

- Do not install over substrates containing asbestos.
- For interior installations only
- Install flooring only in areas recommended by the flooring manufacturer.
- Do not install into wet adhesive over nonporous substrates.
- Do not apply over any adhesive residues, including cutback adhesive.
- Do not use to install luxury vinyl tile or luxury vinyl plank with known dimensional stability issues.
- Do not install when the moisture vapor emission rate (MVER) exceeds 15 lbs. per 1,000 sq. ft. (6.80 kg per 92.9 m^2) per 24 hours, when using the anhydrous calcium chloride test (per ASTM F1869).
- Do not install when the relative humidity (RH) of the concrete slab exceeds 99% (per ASTM F2170).
- Do not install in areas with known moisture problems.
- Use only when the substrate temperature is between 50°F and 90°F (10°C and 32°C).
- Do not install unless the surface temperature of the substrate is 5 degrees Fahrenheit (2.8 degrees Celsius) above the dew point.
- Do not install when the pH is 12 or greater.

SUITABLE SUBSTRATES

- Concrete (at least 28 days old, installed per ASTM F710)
- Cement terrazzo
- Exterior-grade plywood and other approved wood substrates (per the flooring manufacturer's recommendations)
- Cement-based self-leveling underlayments and patching compounds
- Embossing levelers applied over existing and fully bonded ceramic tile and sheet vinyl
- A single layer of fully bonded VCT
- Properly primed gypsum underlayments that meet the requirements for compressive strength according to ASTM F2419
- Radiant-heat systems that have been properly installed and operating at a surface temperature no higher than 85°F (29°C)
- Properly installed and sound MAPEI epoxy moisture barriers

Consult MAPEI's Technical Services Department for installation recommendations regarding substrates and conditions not listed.

SURFACE PREPARATION

- All substrates must be structurally sound, dry, solid and stable.
- The substrate should be clean and free of dust, dirt, oil, grease, paint, curing agents, concrete sealers, loosely bonded toppings, loose particles, and any other substance or condition that may affect the overall performance of the product.
- Substrates must be flat to 3/16" in a 10-ft. span (4.5 mm in a 3.05-m span).

See the "Surface preparation requirements" reference guide in the Floor Covering Installation Systems section of MAPEI's Website.

MIXING

Before product use, take appropriate safety precautions. Refer to the Safety Data Sheet for details.

- Ready to use, with no mixing necessary

PRODUCT APPLICATION

Refer to the flooring manufacturer's guidelines for acclimation requirements and complete installation instructions. Read all installation instructions thoroughly before installation.

1. Select the appropriately notched trowel (see the "Approximate Coverage" chart below) and spread the adhesive evenly over the subfloor, keeping the trowel at a 45-degree angle to the subfloor.
2. On nonporous substrates, allow adhesive to remain open for 30 to 60 minutes or until it is dry to the touch, and then place the flooring.
3. On porous substrates, flooring can be installed into semi-wet adhesive. Or allow the adhesive to remain open for 30 to 60 minutes until it is dry and does not transfer to the finger when touched.
4. Only apply as much adhesive as can be installed within 6 hours. Protect the open adhesive from dust and debris, which will inhibit proper bond and decrease tack.
5. Roll flooring using a 75-lb. (34.0-kg) or 100-lb. (45.4-kg) roller.

CLEANUP

- Use water to clean adhesive smudges from the flooring surface and tools while the adhesive is fresh/wet.

PROTECTION

- Protect the finished installation from light traffic for at least 6 hours and from heavy traffic for at least 12 hours.
- Building owners should become aware of the flooring manufacturer's guidelines for climate-control settings (temperature and humidity). These conditions must be monitored and kept constant to ensure the overall performance and long-term success of the installation.

Product Performance Properties

Laboratory Tests	Results
Solids content	50% to 55%
Density	8.3 lbs. per U.S. gal. (0.99 g per mL)
Flash point (Tag)	> 201°F (94°C)
VOC content (SCAQMD Rule 1168)	< 50 g per L
Typical VOC content per SCAQMD Rule 1168 testing methods	32 g per L

Shelf Life and Product Characteristics

Shelf life	2 years when stored in original, unopened packaging at 73°F (23°C)
Storage conditions	50°F to 90°F (10°C to 32°C)
Adhesive type	Acrylic latex
Consistency	Smooth paste
Color	Off-white

Protect containers from freezing in transit and storage. If frozen, material should not be stirred until it has completely thawed. Provide for heated storage on site and deliver all materials at least 24 hours before work begins.

Application Properties

at 73°F (23°C) and 50% RH

Working time*	< 6 hours

** Working time may vary based on temperature, humidity, substrate porosity, trowel size and jobsite conditions.*

Packaging

Size
Pail: 1 U.S. gal. (3.79 L)
Pail: 4 U.S. gals. (15.1 L)

Approximate Coverage**

per 4 U.S. gals. (15.1 L)

Flooring Type	Typical Application Tool	Coverage
Luxury vinyl tile/plank, bio-based tile, vinyl enhanced tile, VCT, solid vinyl sheet flooring and rubber sheet/tile on porous substrates	1/16" x 1/16" x 1/16" (1.5 x 1.5 x 1.5 mm), square-notch trowel	500 to 740 sq. ft. (46.5 to 68.7 m^2)
Luxury vinyl tile/plank, bio-based tile, vinyl enhanced tile, VCT, solid vinyl sheet flooring and rubber sheet/tile on nonporous substrates	1/16" x 1/32" x 1/32" (1.5 x 1 x 1 mm), U-notch trowel	740 to 980 sq. ft. (68.7 to 91.0 m^2)

Vinyl-backed and polyolefin-backed carpet tile, and fiberglass-reinforced sheet vinyl	1/16" x 1/32" x 1/32" (1.5 x 1 x 1 mm), U-notch trowel	740 to 980 sq. ft. (68.7 to 91.0 m^2)
	1/4" (6 mm) nap roller	1,000 to 1,400 sq. ft. (92.9 to 130 m^2)

*** Trowel dimensions are depth/width/space. Coverage shown is for estimating purposes only. Actual jobsite coverage may vary according to substrate conditions, type of trowel used and setting practices.*

ADDITIONAL INFORMATION

Refer to the Safety Data Sheet (SDS) for specific data related to health and safety as well as product handling.

For information on MAPEI's commitment to sustainability and transparency, as well as how MAPEI products may contribute to green building standards and certification systems, contact sustainability_USA@mapei.com (USA) or sustainability-durabilite@mapei.com (Canada).

WARNING

The test results shown in the TECHNICAL DATA table were obtained in compliance with test methods and curing cycles, if applicable, defined in the industry standards referenced on the Technical Data Sheet. Please note that the use of test procedures or methods other than those indicated in the table could lead to different values and that, in such cases, any liability of our company is excluded.

LEGAL NOTICE

The contents of this Technical Data Sheet ("TDS") may be copied into another project-related document, but the resulting document shall not supplement nor replace requirements per the TDS in effect at the time of the MAPEI product installation. For the most up-to-date TDS and warranty information, please visit our website at www.mapei.com. **ANY ALTERATIONS TO THE WORDING OR REQUIREMENTS CONTAINED IN OR DERIVED FROM THIS TDS SHALL VOID ALL RELATED MAPEI WARRANTIES.**
Before using, the user must determine the suitability of our products for the intended use, and the user alone assumes all risks and liability. **ANY CLAIM SHALL BE DEEMED WAIVED UNLESS MADE IN WRITING TO US WITHIN FIFTEEN (15) DAYS FROM DATE IT WAS, OR REASONABLY SHOULD HAVE BEEN, DISCOVERED.**

CONTACT INFORMATION

MAPEI Headquarters of North America
1144 East Newport Center Drive
Deerfield Beach, Florida 33442
1-888-US-MAPEI (1-888-876-2734) / (954) 246-8888

Technical Services
U.S. and Puerto Rico:
Flooring: 1-800-992-6273
Concrete and heavy construction: 1-888-365-0614
Canada:
1-800-361-9309

Customer Service
1-800-42-MAPEI (1-800-426-2734)

Edition Date: September 11, 2025 MK 3000402 (25-2025)

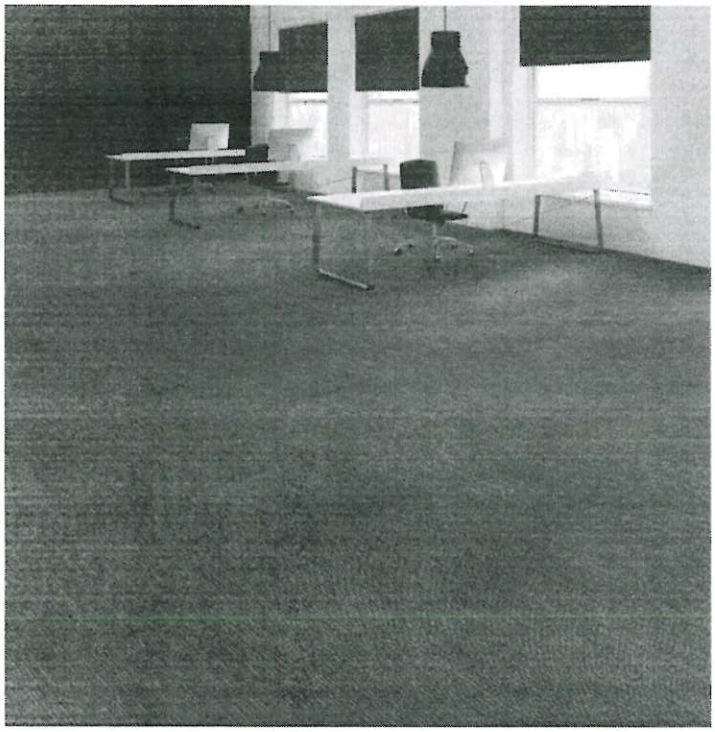
For the most current product data and BEST-BACKED^{SM} warranty information, visit www.mapei.com.
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Aladdin
COMMERCIAL

PRIMARY EFFECT

Surface Stitch 2B175

24 in x 24 in Carpet Tile



Product Type	Carpet Tile
Style	Surface Stitch
Style #	2B175
Color	Space
Color #	593
Collection	Primary Effect
Fiber Type	ColorStrand® Nylon
Backing	Ultraset Matrix
Construction	Tufted
Size	24 in x 24 in
Surface Appearance	Patterned Loop
Dye Method	Solution Dyed
Installation Methods	Quarter Turn, Vertical Ashlar, Brick Ashlar, Multi Directional
Pile Thickness	0.096
Gauge	1/12 (47.00 rows per 10 cm)
Flammability	ASTM E 648 Class I (Glue Down)
Smoke Density	ASTM E 662 Less than 450
Static Propensity	AATCC-134 Under 3.5 KV
Soil Release Technology	Mohawk Protection Plus Soil
Recommended Adhesives	Enpress, M700 Plus, Flexlok + Tabs

Colorways



Space
Color: 593



Grenade
Color: 929



Lava
Color: 937



Fission
Color: 948



Seal
Color: 979



Shadow
Color: 989

Aladdin
COMMERCIAL

Recommended Installation Methods



Quarter Turn



Vertical Ashlar



Brick Ashlar



Multi Directional

Warranties

10 Year Stain Warranty

Ultraset Carpet Tile Warranty

Colorstrand Warranty

Lifetime Limited Wear Warranty

Lifetime Limited Static Protection Warranty

Lifetime Limited Edge Ravel, Zippering, Delamination and Dimensional Stability Warranty

Lifetime Limited Colorfastness to Light Warranty

10 Year Limited Stain Resistance Warranty, 10 Year Limited Colorfastness to Atmospheric Contaminants

Resources

Carpet Care

Carpet Tile Installation

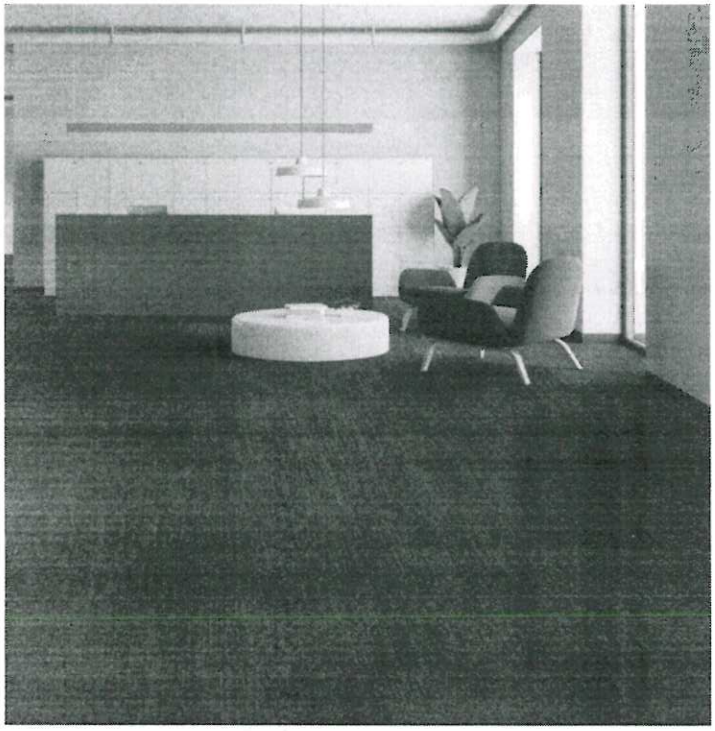
Direct Glue-Down Installation

Aladdin COMMERCIAL

CITY SKYLINES

Uptown Vision 2B210

12 in x 36 in



Product Type	Carpet Tile
Style	Uptown Vision
Style #	2B210
Color	Town Square
Color #	949
Collection	City Skylines
Backing	Ultraset Matrix
Construction	Tufted
Size	12 in x 36 in
Surface Appearance	Textured Patterned Loop
Dye Method	Solution Dyed
Installation Methods	Quarter Turn, Brick Ashlar, Vertical Ashlar, Multi Directional
Pile Thickness	0.110
Total Thickness	0.224 "
Gauge	1/12 (47.00 rows per 10 cm)
Tufted Weight	18 oz/yd2 (610 g/m2)
Stitches Per Inch	11.8 (46.5 per 10cm)
Flammability	ASTM E 648 Class 1 (Glue Down)
Smoke Density	ASTM E 662 Less than 450
Static Propensity	AATCC-134 Under 3.5 KV
Soil Release Technology	Mohawk Protection Plus Soil
Recommended Adhesives	Enpress, M700 Plus, Flexlok + Tabs

Colorways



River Landing
Color: 559



Civitan Trail
Color: 888



Town Square
Color: 949



Historical Row
Color: 978

Aladdin COMMERCIAL

Warranties

10 Year Stain Warranty

Ultraset Carpet Tile Warranty

Envirostrand Warranty

10 Year Limited Wear Warranty

10 Year Limited Static Protection Warranty

10 Year Limited Edge Ravel, Zippering, Delamination, and Dimensional Stability Warranty

10 Year Limited Colorfastness to Light Warranty

10 Year Limited Stain Resistance Warranty, 10 Year Limited Colorfastness to Atmospheric Contaminants

Resources

Carpet Care

Carpet Tile Installation

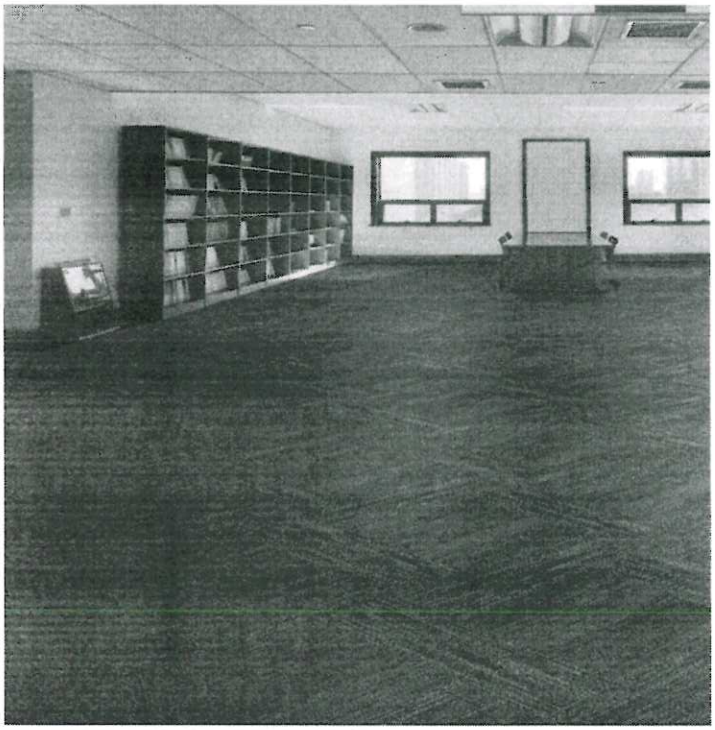
Direct Glue-Down Installation

Aladdin COMMERCIAL

MEDIA PLANK

Syndicated Buzz 2B198

12 in x 36 in Carpet Tile



Product Type	Carpet Tile
Style	Syndicated Buzz
Style #	2B198
Color	On Demand
Color #	978
Collection	Media Plank
Fiber Type	Envirostrand Sd
Backing	Ultraset Matrix
Construction	Tufted
Size	12 in x 36 in
Surface Appearance	Patterned Loop
Dye Method	Solution Dyed
Installation Methods	Brick Ashlar, Basket Weave, Plank Half Lap Stepping, Random, Herringbone
Pile Thickness	0.088
Total Thickness	0.221 "
Gauge	1/12 (47.00 rows per 10 cm)
Tufted Weight	18 oz/yd2 (610 g/m2)
Stitches Per Inch	12.7 (50 per 10cm)
Flammability	ASTM E 648 Class I (Glue Down)
Smoke Density	ASTM E 662 Less than 450
Static Propensity	AATCC-134 Under 3.5 KV
Soil Release Technology	Mohawk Protection Plus Soil
Recommended Adhesives	Enpress, M700 Plus, Flexlok + Tabs

Colorways



Online News
Color: 559



Trending Now
Color: 828



Special Report
Color: 888



Instant Replay
Color: 949



On Demand
Color: 978



Total Access
Color: 989

Aladdin
COMMERCIAL

Recommended Installation Methods



Brick Ashlar



Basket Weave



Herringbone

Warranties

10 Year Stain Warranty

Ultraset Carpet Tile Warranty

Envirostrand Warranty

10 Year Limited Wear Warranty

10 Year Limited Static Protection

10 Year Limited Edge Ravel, Zippering, Delamination, and Dimensional Stability Warranty

10 Year Limited Stain Resistance Warranty

10 Year Limited Colorfastness to Light Warranty, 10 Year Limited Colorfastness to Atmospheric Contaminants

Resources

Carpet Care

Carpet Tile Installation

Direct Glue-Down Installation

AGENDA ITEM SUMMARY

BOARD OF TRUSTEES

Regular Meeting: June 15, 2026

AGENDA ITEM 11.B.

To: Board of Trustees
From: Diana Puga, Municipal Services Coordinator
CC: Matthew Supert, Director of Municipal Services, Ellen Baer, Village Manager
RE: Contract with Futurity 19 for the 2026 Painting Project (Omnibus Item)

Recommendation

The Properties and Recreation Committee will review this item at their meeting on June 15, 2026. Their recommendation will be presented at the Village Board meeting.

Summary

On May 14, 2026, the Village issued a Request for Bids for painting services. An optional pre-bid meeting was held at Village Hall on May 21, 2026, during which prospective contractors were able to view the worksites in person and ask questions to staff. A total of seven (7) firms and 5 bid aggregation platforms picked up bid. On May 28, 2026, the Village received a total of two (2) bids for the painting contract. The base bid included the ceiling of the Water Treatment Plant basement and the interior of the train station. The results of the base bids are summarized as follows:

Location	Futurity 19, Inc.	Taza Construction DBA Tiles in Style LLC
Water Treatment Plant Basement	$ 4,750.00	$ 95,937.00
Train Depot Interior	$ 2,520.00	$ 6,850.00
Total [AS READ]	$ 7,270.00	$ 102,787.00
Total [AS CALCULATED]	$ 7,270.00	$ 102,787.00

The Village also requested three alternate bids for consideration, which included the Water Treatment Plant Porch Room and the Water Tower Windows broken down by the first and second floors, and third floor. This was separated due to an uncertainty in potential rental costs for equipment needed to reach the third floor windows. A summary of the alternate bids is as follows:

Alternate	Futurity 19, Inc.	Taza Construction DBA Tiles in Style LLC
Water Tower Windows - 1st/2nd Floors	$ 2,340.00	$ 41,137.50
Water Tower Windows - 3rd Floor	$ 3,410.00	$ 43,843.00
Water Treatment Plant - Porch Room	$ 3,250.00	$ 4,786.00
Total [AS READ]	$ 9,000.00	$ 89,766.50
Total [AS CALCULATED]	$ 9,000.00	$ 89,766.50

After reviewing the bids and the available budget, staff recommends approving all alternates. If Futurity 19, Inc. is selected, the total project cost would be $16,270.

Taza Construction, doing business as Tiles in Style LLC, is a general contractor that has bid on several Village projects, including other painting work. In 2025, they submitted a bid for the Village's streetlight painting project and were the second-highest bidder, coming in approximately $37,000 above the lowest qualified bid. A request for clarification has been submitted to Taza, but no response has been received at this time.

While Taza Construction did not submit a bid for the 2024 painting project, which included areas of the Water Treatment Plant and Train Station, Futurity 19's pricing has remained consistent with their 2024 rates. In 2024, Futurity 19 submitted pricing for the AMIAD rooms at $4,160. Their submitted pricing for the 2026 painting project is $4,750.00 for a similar square footage.

Staff is recommending approval of the lowest cost, qualified, responsive bidder, Futurity 19, Inc. The Village has previous positive experience with Futurity 19, Inc. as they completed painting projects in 2024 for the Water Treatment Plant and Train Station exterior.

Financial Impact

Account	4302510 62015	Account	4202590 62015	Account	4104310 60015
Fund	Building & Building Improvements	Fund	Building & Building Improvements	Fund	Building & Building Improvements
2026 Budget	$15,000	2026 Budget	$10,000	2026 Budget	$10,000
Project Cost	$8,000	Project Cost	$2,520	Project Cost	$5,750

Recommended Motion

I move to recommend to the Village Board the approval of a contract with the lowest cost responsive bidder, Futurity 19, Inc., for the 2026 Painting project for an amount not to exceed

$16,270.

Strategic Plan Alignment

Infrastructure Improvements

File Attachments

1. Futurity 19 - 2026 Painting Bid



CONTRACT REQUIREMENTS FOR

2026 PAINTING RFB

MAY 28, 2026
10:00 A.M. (PREVAILING TIME)

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I. Legal Notice

The Village of Western Springs, Cook County, Illinois, does hereby invite sealed bids for the following: **2026 PAINTING RFB**

Bids will be received until **10:00 AM.** Prevailing Local Time on **Thursday, May 28, 2026**, by mail or delivered by hand to the drop box located outside the front entrance of Village Hall, Village of Western Springs, 740 Hillgrove Avenue, Western Springs, Illinois, 60558-0528 immediately after which time and at such place all bids will be publicly opened.

Those desiring to bid may obtain copies of the contract, specifications and other bidding documents online at wsprings.com/bids. A pre-bid conference walk-through will be held at the Village Hall on **Thursday, May 21, 2026, at 10:30 AM**. Attendance for interested parties is optional, but encouraged. The purpose of this conference is to allow potential firms an opportunity to present questions to staff and obtain clarification of the requirements of the bid documents. Minutes of the conference will not be published.

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

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

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

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

VILLAGE OF WESTERN SPRINGS
By Edward Tymick, Village Clerk

Published in the Sun-Times Newspaper on May 14, 2026
cc: Ellen Baer, Village Manager

II. Instructions to Bidders

VILLAGE OF WESTERN SPRINGS
DATE: May 14, 2026

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

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

2026 Painting RFB
VILLAGE OF WESTERN SPRINGS

and shall be delivered by hand to a drop box or mailed in time for delivery to the Office of Village Clerk, Village of Western Springs, 740 Hillgrove Avenue, Western Springs, Illinois by **10:00 A.M.** Prevailing Local Time on **May 28, 2026**, after which time and at such place all bids will be publicly opened and read aloud.

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

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

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

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

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

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

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

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

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

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

III. Proposal

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

RE: **2026 Painting RFB**

1. The specifications and directions for the proposed service are those prepared by the Village of Western Springs and designated as Special Provisions and which cover the work described in said document and the "Agreement."

2. In submitting this bid, the undersigned declares that the only persons or parties interested in the bid as principals are those named herein; and that the bid is made without collusion with any other person, firm, or corporation.

3. The undersigned further understands and agrees that if this bid is accepted, the undersigned is to furnish and provide all necessary equipment, machinery, tools, apparatus and other means of maintenance, and to do all of the work and perform all the services, and to furnish all of the materials specified in the bid documents in the manner and at the time therein prescribed, and in accordance with the requirements therein set forth.

4. The undersigned further agrees to execute an Agreement for this work and present the same to the Village within seven (7) days after the date of notice of the award of the Agreement to the Contractor.

5. The undersigned further agrees that he and his surety will execute and present within seven (7) days after the date of notice of the award of Agreement the performance and labor and materials payment bonds in a form satisfactory to the Village of Western Springs, in the amount of one hundred percent (100%) of the contract sum guaranteeing the faithful performance of the work in accordance with the terms of the bid documents.

6. The undersigned further agrees to be available to complete the work **between July 1,2026 and December 31, 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 and according to the maintenance schedule is an essential part of the Agreement.

7. This bid is accompanied by a bid bond, bank draft or certified check complying with the requirements of the specifications and directions, made payable to the "Village of Western Springs, Illinois". The amount of the bid security is Five Hundred ($500.00) Dollars. If this bid 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 bid, 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 bid waives all right to plead any misunderstanding regarding the same.

5/27/2026
Date

Proposed Contractor (Bidder)

Witness

IV. Bid Schedule

Contact Information

All questions concerning this Request for Bids shall be directed to Jack Zeder at jzeder@wsprings.com. Bids must be submitted in a sealed envelope clearly marked with the title, and opening date on the outside of the envelope, 2026 Painting RFB and Bidder's name as follows: Village of Western Springs, Village Hall, Western Springs, IL 60558.

Anticipated Bid Schedule

The Village expects to adhere to the following time schedule, but may extend the time schedule for any reason, with or without advance public notice. Any changes to the schedule shall be posted on the Village's website and notice of such changes shall be sent by email to each consultant who submits a bid to the RFB:

Issue RFB:	May 14, 2026
Pre-Submittal Meeting:	10:30 AM on May 21, 2026
Bid Questions Due:	10:00 AM on May 22, 2026
Bids Due Date:	10:00 AM on May 28, 2026
Village Board Selection of Qualified, Responsive Consultant:	June 15, 2026
Begin Contract:	July 1, 2026

Schedule of Bid Prices

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

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

BASE BID

Location	Total
Water Treatment Plant Basement	$8,000.00
Train Station Interior	$2,520.00
Total for All Locations	$10,520.00

ALTERNATE BID

Location	Total
Historic Water Tower Windows	$5,720.00
Total for All Locations	$5,720.00

*Prices should be inclusive of materials, equipment, disposal, and labor necessary to complete the project. ***The Village will select the locations or structures to paint based on available budget funds. Not all locations or structures may be selected for this project.***

Name of Bidder: Futurity 19, Inc.

Address: 3 Grant Square #310, Hinsdale, IL 60521

Telephone No. (630) 708-6160 Fax No. N/A

Signature: 

Name and Title: (Please Print) Jason Scherencel I Vice President

Date: 5/27/2026

References

Name of Organization: City of Naperville Public Works

Year of Contract: 2024

Contact Name: Patti Sauntry

Telephone No: (630) 548-2982

Email Address: SauntryP@naperville.il.us

Name of Organization: Molex

Year of Contract: 2024

Contact Name: Eddie Oceguera

Telephone No: (815) 712-1929

Email Address: eddie.oceguera@molex.com

Name of Organization: City of Naperville Public Works

Year of Contract: 2024

Contact Name: Mike Gasen

Telephone No: (630) 631-6875

Email Address: gasenm@naperville.il.us

Name of Organization: Park District of Oak Park

Year of Contract: 2023

Contact Name: Nelson Acevedo

Telephone No: (773) 742-0910

Email Address: nelson.acevedo@pdop.org

Name of Organization: River Forest Police Department

Year of Contract: 2023

Contact Name: Michael Swierczynski

Telephone No: (708) 714-3512

Email Address: mswierczynski@vrf.us

V. Contract Provisions

Scope of Services

The Village seeks a firm to paint a variety of municipal owned properties and offices. The Village will be responsible for removing personal and electronic items, such as workstation computers and phones.

Locations

Painting within this service contract will include the following locations:

- Water Treatment Plant, 614 Hillgrove Avenue
  - Basement
- Train Station, 914 Burlington Avenue
  - Depot Interior, excludes office space
- Historic Water Tower, 916 Hillgrove Avenue (Alternate)
  - Exterior Windows

Scope of Work by Location

1. Water Treatment Plant - Basement
   Work will include:
   - Removing existing and chipping paint
   - All paint to be matched to the original color (see below table)
     - Sherwin-Williams Biege Match, Interior Duration Home Latex, Flat or equivalent
   - 2 Coats of paint

CCE*COLORANT	OZ	32	64	128
N1-Raw Umber	-	37	-	1
Y1-Yellow	-	1	1	1
Y3-Deep Gold	-	3	1	1

2. Train Station - Interior
   Work will include:
   - Removing existing and chipping paint
   - All paint to be matched to the original color (see below table)
     - Sherwin-Williams Manual Antique White, Interior Cashmere Latex, Flat or equivalent
   - 1 Coat of paint

CCE*COLORANT	OZ	32	64	128
G2-New Green	-	-	1	1
R2-Maroon	-	1	1	-
Y3-Deep Gold	-	29	1	1
B1-Black	-	3	-	1

3. Historic Water Tower – Windows (Exterior)
   Work will include:
   - Removing existing and chipping paint – wood trim/frame and sash
   - All paint to be matched to the original color (see below table)
     - Pittsburgh, Grand Distinction, Exterior Pastel Latex, Satin or equivalent
   - 2 Coats
   - First two levels can be reached with a ladder, third floor will require a lift

COLORANT	OZ	48	96	192	384
B – Lamp Black	-	2	1	-	1
C – Yellow Oxide	-	23	-	-	1
I – Brown Oxide	-	-	1	-	1

These specifications are not to be construed as exclusive. It is intended that the services provided by the Contractor include all functions normally considered a part of workmanlike, satisfactory work, whether or not specifically listed herein.

Term

The term of this contract shall be a one-time contract, ending on December 31, 2026, after the notice to proceed date, unless the contract is terminated pursuant to the terms herein.

Contractor must schedule work with the Building Coordinator, or designee, to ensure preparation of areas prior to work commencing and to coordinate access to the buildings.

VI. General Specifications

Acceptability of Work

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

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.

Change in Scope of Work

The Village of Western Springs may order changes in the work consisting of additions, deletions, or other revisions within the general scope of the contract. No claims may be made by the Contractor that the scope of the work or of the Contractor's services has been changed, requiring changes to the amount of compensation to the Contractor or other adjustments to the contract, unless such changes or adjustments have been made by written amendment to the contract approved by the Village Board and the Contractor.

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

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

Collusion among Bidders

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

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

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

Compliance with Freedom Of Information Act Requests

Section 7(2) of the Illinois Freedom of Information Act (FOIA) (5 ILCS120/7(2)) requires certain records that qualify as "public records," which have been prepared by and are in the possession of a party who has contracted with the Village, be turned over to the Village so that a FOIA requestor can inspect and photocopy the non-exempt portions of the public records pursuant to a FOIA request. The Village has a very short period of time from receipt of a FOIA request to comply with the request, and it requires sufficient time to review the records to decide what information is or is not exempt from disclosure. The Contractor/Consultant acknowledges the requirements of FOIA and agrees to comply with all requests made by the Village for public records (as that term is defined by Section 2(c) of FOIA) in the Contractor/Consultant's possession and to provide the requested public records to the Village within two (2) business days of the request being made by the Village. The Contractor/Consultant agrees to indemnify and hold harmless the Village from all claims, costs, penalties, losses and injuries (including but not limited to, attorney's fees, other professional fees, court costs and/or arbitration or other dispute resolution costs) arising out of or relating to its failure to provide the public records to the Village under this Agreement.

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

Compliance with Laws; Employment Discrimination

In the performance of its obligations pursuant to this Agreement, the Contractor shall comply with all applicable provisions of federal, state and local law, including those regulations in regard to all applicable equal employment opportunity requirements, including without limitation, Article 2 of the Illinois Human Rights Act (775 ILCS 5/2-101 et seq.). In addition, the Contractor agrees to comply with all applicable federal laws, state laws and regulations including, but not limited to, such laws and regulations relating to minimum wages to be paid to employees, limitations upon the employment of minors, minimum fair wage standards for minors, payment of wages due employees, and health and safety of employees. The Contractor also agrees to require any contractor doing work or performing professional or

consulting services in connection with its program or this Agreement to agree to adhere to the requirements of this Section. The Contractor agrees to pay its employees, if any, all rightful salaries, medical benefits, pensions and social security benefits pursuant to applicable labor agreements and federal and state statutes, including the Illinois Prevailing Wage Act, and the Contractor further agrees to make all required withholdings and deposits therefore. Such requirements shall be included by the Contractor in all its contracts and agreements with contractors and subcontractors for this program. The parties agree that the most recent of such state and federal requirements will govern the administration of this Agreement at any particular time. Likewise, new state and federal laws, regulations, policies and administrative practices may be established after the date of the Agreement has been executed and may apply to this Agreement. The Contractor agrees to maintain full compliance with changing government requirements that govern or apply to its operation." In addition, the Contractor agrees to comply with the Americans with Disability Act (42 U.S.C. 12101 et seq.), and all rules and regulations issued pursuant to the Act, there shall be no discrimination on the basis of disabilities (as defined in the Act) in the operation of the services and programs provided by the Contractor hereunder. Any complaint of such discrimination received by the Contractor shall be immediately forwarded to the Village Manager.

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

Contractor Personnel

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

Debarment

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

Default Clause

A default shall occur under this contract if the Contractor or Village shall not comply with the terms of this contract. The following list is presented as an example only and does not include a listing of all events of default. Omission of an event does not indicate an intent to excuse such an event as an event of default. Examples are, if the Contractor fails to begin work on the date set forth in the contract (unless the Contractor and Village shall agree in writing to a delay in the start of performance), if the Contractor fails to diligently and consistently perform the work once the contract has started (including but limited to, failing to provide enough properly skilled workers; to supply proper material; to make proper payments to subcontractors, or for materials or labor), or otherwise is guilty of a substantial violation of the contract or specifications, then the Village may declare that a default exists under the contract.

The Village shall specify the nature of the default in a written notice mailed to the Contractor or delivered to its employee or agent. Upon receipt of said notice, the Contractor shall be liable and shall pay the Village the amount shown in the following schedule of deductions, not as a penalty but as liquidated damages, for each day until the default is corrected. The liquidated damages for default are approximate, due to the impracticality of calculating and proving actual delay costs. This schedule of deductions establishes the cost of delay to account for administration, engineering, inspection, and supervision during periods of extended and delayed performance. The costs of delay represented by this schedule are understood to be a fair and reasonable estimate of the costs that will be borne by the Village during extended and delayed performance by the Contractor of the work, remaining incidental work, correction of work improperly completed, or repair of work damaged as a result of the Contractor. The liquidated damage amount specified will accrue and be assessed until final completion of the total physical work off the contract even though the work may be substantially complete. The Village will deduct these liquidated damages from any monies due or to become due to the Contractor from the Village.

Schedule of Deductions for Each Day of Default Original Contract Amount from more than	to and including	calendar day
$0	$25,000	$300
$25,000	$100,000	$375
$100,000	$500,000	$550
$500,000	$1,000,000	$725
$1,000,000	$2,000,000	$900
$2,000,000	$3,000,000	$1,100
$3,000,000	$5,000,000	$1,300
$5,000,000	$7,500,000	$1,450
$7,500,000	And over	$1,650

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

Delay

Contractor shall perform the work of this contract expeditiously in cooperation with the Village, its agents, employees and other Contractors and subcontractors. Contractor shall make no claim against Village, and no claim shall be allowed for any damages which may arise out of

any delay caused by Village, its agents, employees or other Contractors or subcontractors. Contractor's sole remedy for delay from the Village shall be an extension in the Contract Time.

Exceptions

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

Expenses Incurred in Preparing Bid

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

Failure to Deliver

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

Guaranty

A written statement containing guaranty for a minimum of one (1) year after final payment or longer for all material and workmanship must be furnished with the bid.

Indemnity/Hold Harmless Provision

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

Contractor expressly understands and agrees that any performance bond or insurance policies required by this contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Village, its officers,

appointed and elected officials, president and trustees, agents, employees, attorneys and volunteers as herein provided.

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.

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 Coverages

1. The Village, its officers, appointed and elected officials, president and trustees, agents, employees, attorneys and volunteers are to be covered as specifically listed additional insureds as respects: liability arising out of the Contractor's work, including activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, leased or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Village, its officers, appointed and elected officials, president and trustees, agents, employees, attorneys and volunteers.
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 the claim is made or suit is brought, except with respect to the limits of the insurer's liability.
5. If any commercial general liability insurance is being provided under an excess or umbrella liability policy that does not "follow form," then the Contractor shall be required to name the Village, its officers, appointed and elected officials, president and trustees, agents, employees, attorneys and volunteers as additional insureds. A copy of the actual additional insured endorsement shall be provided to the Village.

B. Workers' Compensation and Employers Liability Coverage

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

C. All Coverages

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

V. ACCEPTABILITY OF INSURERS

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

VI. VERIFICATION OF COVERAGE

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

VII. SUBCONTRACTORS

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

VIII. ASSUMPTION OF LIABILITY

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

Law and Venue

This Agreement provides for services to be performed within the State of Illinois. Accordingly, this Agreement, and all questions of interpretation, maintenance and enforcement hereof, and

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

Non-appropriation

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

Oral Statements

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

Permits, Licenses

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

Protection and Restoration of Property

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

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

References

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

Renewal of Contract

The term of this contract shall be a one-time contract, ending on December 31, 2026 after the notice to proceed date, unless the contract is terminated pursuant to the terms herein.

Responsibility for Work

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

(a) All employees on the work and other persons who may be affected thereby;

(b) All the work and all materials or equipment to be incorporated therein, whether in storage on or off the side; and

(c) Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation, maintenance or replacement in the course of work.

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

Right to Audit

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

Smoking Policies

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

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 the Village shall pay the Contractor any amount due for actual, completed and accepted work, and the Village shall not be obligated to pay the Contractor any more money.

Unnecessarily Elaborate and Unresponsive Submittals

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

Waivers of Lien

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

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

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

Contractor's Drug-Free Workplace Certification

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

(A) Publishing a statement:

(1) Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance, including cannabis, is prohibited in the grantee's of Contractor's workplace.

(2) Specifying the actions that will be taken against employees for violations of such prohibition.

(3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:

(a) Abide by the terms of the statement; and

(b) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.

(B) Establishing a drug free awareness program to inform employees about:

(1) The dangers of drug abuse in the workplace;

(2) The grantee's or Contractor's policy of maintaining a drug-free workplace

(3) Any available drug counseling, rehabilitation, and employee assistance program; and

(4) The penalties that may be imposed upon employees for drug violations.

(C) Making it a requirement to give a copy of the statement required by subsection (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.

(D) Notifying the contracting agency within ten (10) days after receiving notice under part (b) of paragraph (3) of subsection (a) from an employee or otherwise receiving actual notice of such conviction.

(E) Imposing a sanction on, or requiring the satisfactory participation in a drug assistance or rehabilitation program by any employee who is so convicted, as required by Illinois Compiled Statutes, Chapter 127, Act 580, Paragraph 5.

(F) Assisting employees in selecting a course of action in the event drug counseling treatment and rehabilitation is required and indicating that a trained referral team is in place.

(G) Making a good faith effort to continue to maintain a drug-free workplace through implementation of this Section.

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

Futurity 19, Inc.
Contractor
Date: 5/27/2026 Attest

Contractor's Certification Regarding Non-Payment of Compensation

Futurity 19, 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

DATED: 5/27/2026

ATTEST:

EXCEPTIONS TO THIS BID (THIS PAGE MUST ACCOMPANY BID)

Exhibit A

Agreement

This Agreement (the “Agreement”) made this the ___day of **June** in the year **2026** by and between the Village of Western Springs, Illinois, 740 Hillgrove Avenue, Western Springs, Illinois, 60558 (the "Village") and Futurity 19, Inc. (the "Contractor"). The Village and the Contractor are at times referred herein, individually, as the “Party” and, collectively, as the “Parties”.

The Village and Contractor agree as set forth below:

1. For the financial consideration hereinafter set forth, the Contractor agrees to furnish and provide all commercially necessary labor, materials, equipment and services and to do all other activities commercially required (the “Work”) to complete the **Error! Reference source not found.** as set forth in the contract requirements, a copy of which is attached here to as exhibit 1 dated May 14, 2026, and as agreed to in the Contractor’s Bid dated May 28, 2026.

2. The Contractor agrees to commence the Work after **July 1, 2026** and before **December 31, 2026,** and will officially, diligently, and expeditiously conduct the Work in a commercially reasonable manner so as to assure completion by **December 31, 2026**.

3. The Village shall pay the Contractor for the performance of the Work to complete the 2026 Flooring Replacement Project for a total dollar amount not to exceed SIXTEEN THOUSAND TWO HUNDRED SEVENTY/100 DOLLARS ($ 16, 270.00) in accordance with the Contractor’s Bid dated **May 28,2026,** 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 it will comply with the applicable state and federal laws concerning prevailing wage rates and all applicable state and federal laws and requirements concerning equal opportunities.

5. This Agreement shall consist of, incorporate and include each of the following contract documents, whether attached hereto or incorporated by reference herein:

   A. Legal Notice (Advertisement for Bid) published on **May 14, 2026.**

   B. Instructions to Bidders dated **May 14, 2026.**

C. Contractor's Bid dated **May 28, 2026.**

D. Contractor's bid bond submitted by SURETY BOND in the amount of $500 dated **May 28, 2026.**

F. General Specifications and all additional provisions **May 28, 2026.**

G. Contractor's Drug Free Workplace Certification dated **May 28, 2026.**

H. Contractor's Certification Regarding Non-Payment of Compensation dated **May 28, 2026.**

I. Contractor certifications including Certification of Eligibility to Enter into Public Contracts.

J. Required Performance and Payment Bonds provided by the Contractor.

K. Required Insurance Certificates provided by the Contractor.

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

This agreement executed on the day and year first written above.

Contractor:	Village of Western Springs
By: _____ Vice President	By: _____
(Name and Title)	Heidi Rudolph, Village President
*Corporate Seal of corporation	*Village Seal
Attest:	
By: _____ President	By: _____
(Name and Title)	Elaine Haeske, Deputy Village Clerk

EXHIBIT B

CERTIFICATION OF ELIGIBILITY TO ENTER INTO PUBLIC CONTRACTS BY THE CONTRACTOR

I, Jason Scherencel, having being first

duly sworn, depose and state that I am the

Vice President

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

and the authorized agent of Futurity 19, Inc., which has submitted a Bid to, and is entering into a contract with, the Village of Western Springs for the performance of work in relation to the 2026 Painting RFB Project in the Village of Western Springs, and certifies on behalf of said company as follows:

1. The company is not barred from contracting with the Village as a result of a violation of either Section 33E-3, or 33E-4 of the Illinois Criminal Code, or of any similar offense of "bid-rigging" or "bid-rotating" of any state or of the United States.

2. The company shall comply with all applicable provisions of the Illinois Human Rights Act and has a written sexual harassment policy in full compliance with that Act.

3. The company is not delinquent in the payment of any tax administered by the Illinois Department of Revenue or,

   a. is contesting such liability or the amount of tax in accordance with procedures established by the appropriate revenue act, or

   b. has entered into an agreement with the Department of Revenue for payment of all taxes due and is in compliance with that agreement.

   c. Not in default, as defined in 5 ILCS 385/2, on an educational loan, as defined in 5 ILCS 385/1.

4. In compliance with the Veterans Preference Act (330 ILCS 55/).

5. In compliance with equal employment opportunities and, during the performance of the Agreement, the Contractor shall:

   a. Not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.

b. If it hires additional employees in order to perform the Agreement or any portion hereof, it will determine the availability (in accordance with the Illinois Department of Human Right's Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.

c. In all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.

d. Send to each labor organization or representative of workers, with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Contractor's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the Contractor in its efforts to comply with such Act and Rules and Regulations, the Contractor will promptly so notify the Illinois Department of Human Rights and the VILLAGE and will recruit employees from other sources when necessary to fulfill its obligations thereunder.

e. Submit reports as required by the Illinois Department of Human Rights, Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations.

f. Permit access to all relevant books, records, accounts, and work sites by personnel of the contracting agency and the Illinois Department of Human Rights for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.

g. Not maintain or provide for its employees any segregated facilities at any of its establishments, and not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. As used in this section, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color or national origin because of habit, local custom or otherwise.

6. In compliance with 775 ILCS 5/2-105(A)(4) by having in place and enforcing a written sexual harassment policy.

7. In agreement that, in the event of non-compliance with the provisions of this certification relating to equal employment opportunity, the Illinois Human Rights Act or the Illinois Department of Human Rights, Rules and Regulations, the Contractor may be declared ineligible for future contracts with the VILLAGE, and the Agreement may be canceled or

voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation.

8. In compliance with the requirements of 30 ILCS 580/ (Drug Free Workplace Act).

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

By: _____
Name: Jason Scherencel
Title: Authorized Agent of Contractor

Subscribed and Sworn To
Before Me This 27 Day
Of May, 2026

Kymberley Ann Parker
Notary Public

OFFICIAL SEAL
KYMBERLEY ANN PARKER
NOTARY PUBLIC, STATE OF ILLINOIS
COMMISSION NO. 923757
MY COMMISSION EXPIRES FEBRUARY 14, 2029

Notary Public

AGENDA ITEM SUMMARY

BOARD OF TRUSTEES

Regular Meeting: June 15, 2026

AGENDA ITEM 11.C.

To: Board of Trustees
From: Diana Puga, Municipal Services Coordinator , Matthew Supert, Director of Municipal Services
CC: Ellen Baer, Village Manager
RE: Waive the Competitive Bidding Process and approve a Contract through Equalis Competitive Purchasing with Johnson Controls Inc. for HVAC Control Upgrades (Omnibus Item)

Recommendation

The Properties and Recreation Committee will review this item at their meeting on June 15, 2026. Their recommendation will be presented at the Village Board meeting.

Summary

In 2024, the Village budgeted to upgrade the HVAC Controls at Village Hall. The HVAC Controls were installed approximately 30 years ago, and as such, there is no supply demand or reliable availability for replacement parts for the controls and software of the existing HVAC system. HVAC controls are the systems that regulate the operation of heating, ventilation, and air conditioning equipment. They also determine what action needs to be taken by the system, i.e. releasing cool air when the temperature rises above a pre-set temperature. In addition to the limited demand and availability of replacement parts for the controls, there are concerns for the reliability of the software as it currently runs on Windows XP, which was released in 2001, and is no longer supported by Microsoft.

To assist with the project, the Village entered into an agreement with 845 Design and NovaSpace. The firms released an initial bid for this project in October 2024, and in November, received a single bid that exceeded the budgeted amount. On November 20, 2024, the Village Board unanimously voted to reject the bid received, and directed staff to re-bid the project. The Village subsequently re-issued the bid on December 5, 2024, and held a bid opening on December 19, 2024. The Village then received a total of 3 bids, and the project was awarded below the budgeted amount to the lowest bidder.

In 2025, the awarded contractor defaulted on the contract, citing that they could not complete the project as bid and requested to be released from the contract or a change order for an amount that the Village did not budget for. The Board unanimously voted to release the Contractor.

This year, the Village approached the original installers of the system, Johnson Controls Inc.,

after learning they currently hold an Equalis Contract (#R10-1177D). The Village requested that Johnson Controls review the specs of the existing bid, and if possible, provide recommendations or quote to perform the work directly. After two site visits, Johnson Controls provided a quote to perform the work directly, a copy is attached to the agenda item.

The quote consists of upgrading the controls supervisory engineer, which acts as the main communication tool for the controls, an air handling unit with a new panel, the installation of VAV boxes with hot water reheat, and the installation of 19 VAV boxes. The Village also requested three (3) alternate quotes. After review of the three (3) alternate quotes, staff is recommending including alternates 2 and 3, which would tie in areas throughout the Village, such as the men and women's police locker rooms, into the main system rather than acting as a stand-alone system.

The total project cost for the base work, and alternates two and three is as follows:

Base Bid - Building Automation System (BAS) Controls	$ 83,420.00
Alternate 2 - 7 Electric Duct Heaters	$ 25,690.00
Alternate 3 - Locker Room Heaters	$ 6,200.00
Total Project	$ 115,310.00

The proposal also includes electrical work that was not quoted as part of this project, but will be required. Johnson Controls electricians' current rate is $115.00 per hour. In consideration of this cost, and to ensure there are enough funds to cover any unforeseen incidentals, Village staff are requesting a not-to-exceed amount of $150,000 be awarded for the completion of this project. The Village budgeted $185,000.00 for the project.

Financial Impact

Account 4104310 60015
Fund Capital
2026 Budget $185,000
Project Cost $150,000

Recommended Motion

I move to recommend to the Village Board the approval to waive the competitive bidding process and approve a contract through Equalis Competitive Purchasing (#R10-1177D) with Johnson Controls Inc. for HVAC Control Upgrades in an amount not to exceed $150,000.00.

Strategic Plan Alignment

Infrastructure Improvements

File Attachments

1. Resolution No. 26-____ re Waiving the Competitive Bid Process and Approving Contract with Johnson Controls for HVAC Controls Upg
2. Johnson Controls Inc Agreement - Equalis R10-1177D
3. RFP - Region 10 HVAC (Award Letter - JCI)
4. Proposal from Johnson Controls for HVAC Controls Upgrades

DRAFT 06.9.2026
RESOLUTION NO. 26-????

VOTE: _____
AYES:_____
NAYS:_____
ABSENT:_____
ABSTAIN:_____
DATE: June 15, 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 JOHNSON CONTROLS, INC., OF CHICAGO, ILLINOIS FOR SERVICES RELATED TO THE HVAC CONTROLS UPGRADE PROJECT AND AUTHORIZING THE EXPENDITURE OF VILLAGE FUNDS IN AN AMOUNT NOT TO EXCEED $150,00.00 TO PAY FOR THE SERVICES.

WHEREAS, the Village of Western Springs (the "Village") desires to enter into an agreement with Johnson Controls, Inc for HVAC Control Upgrades (the "Services") and has budgeted Capital funds for the purchase; and

WHEREAS, the Village has approved a Master Intergovernmental Cooperative Purchasing Agreement between the Village and Equalis Group, LLC via Resolution No. 22-2687 on August 15, 2022; and

WHEREAS, the Equalis Group, LLC (Cooperative Purchasing Organization) and Johnson Controls, Inc. have solicited competitive contactor proposals under the Illinois Job Order Contracting Program (JOC) for HVAC & Facility Systems, Automation, Installation, Service and Related Products & Services and determined that the best contractor solution for the HVAC Control Upgrades Project and the most competitive pricing proposal was Johnson Controls, Inc. of Chicago, Illinois (the "Contractor"); and

WHEREAS, at an open public meeting held on June 15, 2026, the Village's Properties and Recreation Committee ("Committee") reviewed and discussed the terms of the attached Contract, 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 Contract; and

WHEREAS, at an open public meeting held on June 15, 2026, the President and Board of Trustees of the Village reviewed and discussed the Project, the Agreement and Committee's recommendation, and received input from the Village staff and provided an opportunity for public input. At its June 15, 2026 meeting, the President and Board of Trustees accepted the Committee's recommendation to approve and authorize the services related to the HVAC Controls Upgrade Project; 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 Contract, 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 Contract, and such other instruments and documents as are necessary to fulfill the Village's obligations under the Contract.

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 Fund and/or such other available Village funds to pay the Village's financial obligations under the Contract, 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 Contract.

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 15th day of June, 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"

PROPOSAL DATED MAY 14, 2026 FROM JOHNSON CONTROLS INC., OF CHICAGO, ILLINOIS FOR SERVICES RELATED TO HVAC CONTROL UPGRADES UNDER THE TERMS AND CONDITIONS AS IDENTIFIED UNDER EQUALIS CONTRACT #R10-1177D

(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 JOHNSON CONTROLS, INC., OF CHICAGO, ILLINOIS FOR SERVICES RELATED TO THE HVAC CONTROLS UPGRADE PROJECT AND AUTHORIZING THE EXPENDITURE OF VILLAGE FUNDS IN AN AMOUNT NOT TO EXCEED $150,00.00 TO PAY FOR THE SERVICES.

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 15th day of June, 2026, at which meeting a quorum was present, and approved by the Village President of the Village of Western Springs on the 15th day of June, 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 June 2026.

_____
Edward Tymick, Village Clerk

SEAL

Equalis Group Contract Information Sheet

Contract Information

Awarded Vendor:	Johnson Controls, Inc.
Contract Number:	R10-1177D
Effective Date:	November 1, 2025
Initial Term Expiration Date:	October 31, 2027
Renewable Through:	October 31, 2030

RFP Process Information

RFP Number:	RFP R10-1177
RFP Title:	HVAC & Facility Systems, Automation, Installation, Service and Related Products & Services
Dates Advertised:	August 1 & 8, 2025 #
of Vendors that Requested RFP:	74
Questions Due:	August 21, 2025
Public Bid Opening Date and Time:	August 29, 2025, 2:00 pm CT
# of Responses Submitted:	23
Number of Awarded Vendors:	10
Date of Board Approval:	October 15, 2025

Evaluation Criteria

Products/Pricing (30 Points)
Performance Capability (25 Points)
Qualifications and Experience (25 Points)
Work Plan Management (10 Points)
Commitment to Members (10 Points)

Summary

Region 10 Education Service Center solicited RFP R10-1177 in accordance with Texas State procurement laws as outlined in TEC 44.031. As stated in the RFP, this solicitation was to result in one or more cooperative (commonly known as "piggybackable") contacts for use by Equalis Group members in addition to Region 10 ESC. In reviewing responses, Region 10 ESC determined that a multiple award was justified to satisfy the needs outlined in the RFP for the national Equalis membership.

Contract Features:

- There is no fee to public agencies for membership in Equalis Group or the usage of Equalis Group contracts.
- This procurement followed all the guidelines of 2 CFR 200 (commonly known as Uniform Guidance or "EDGAR" requirements in Texas), which explicitly encourages the use of cooperative purchasing to increase efficiencies (2 CFR 200.318e). Agencies using the contract should still conduct their own Cost/Price Analysis in compliance with 2 CFR 200.324a.
- In order to utilize the contract, agencies must reference the contract on their PO or other official purchase documentation to connect their individual purchase with Region 10's public competitive solicitation process.

For any questions or concerns, please contact:
Clint Pechacek, Purchasing Consultant, clint.pechacek@region10.org, 972-348-1184
Your Local Equalis Representative: Find them here

SECTION THREE: PART A – VENDOR CONTRACT AND GENERAL TERMS AND CONDITIONS

VENDOR CONTRACT AND SIGNATURE FORM

This Vendor Contract and Signature Form ("Contract") is made as of November 1, 2025, by and between Johnson Controls, Inc. ("Vendor") and Region 10 Education Service Center ("Region 10 ESC") for the purchase of HVAC & Facility Systems, Automation, Installation, Service and Related Products & Services ("the products and services").

RECITALS

WHEREAS, both parties agree and understand that the following pages will constitute the contract between the successful vendor(s) and Region 10 ESC, having its principal place of business at ***Education Service Center, Region 10, 400 E Spring Valley Rd, Richardson, TX 75081***

WHEREAS, Vendor agrees to include, in writing, any required exceptions or deviations from these terms, conditions, and specifications; and it is further understood that if agreed to by Region 10 ESC, said exceptions or deviations will be incorporated into the final contract "Vendor Contract."

WHEREAS, this contract consists of the provisions set forth below, including provisions of all attachments referenced herein. In the event of a conflict between the provisions set forth below and those contained in any attachment, the provisions set forth below shall control.

WHEREAS, the Vendor Contract will provide that any state, county, special district, local government, school district, private K-12 school, technical or vocational school, higher education institution (including community colleges, colleges and universities, both public and private), other government agencies or non-profit organization may purchase products and services at prices indicated in the Vendor Contract upon registering and becoming a Member with Region 10 ESC; and it being further understood that Region 10 ESC shall act as the Lead Public Agency with respect to all such purchase agreements. This process may be referred to as "piggybacking", "cooperative purchasing", "joint powers", or other terminology depending on the specific state or agency location.

WHEREAS, Equalis Group has the administrative and legal capacity to administer purchases on behalf of Region 10 ESC under the Vendor Contract with participating public agencies and entities, as permitted by applicable law.

1. ARTICLE 1 – GENERAL TERMS AND CONDITIONS

1.1 Equalis Group shall be afforded all of the rights, privileges and indemnifications afforded to Region 10 ESC under the Vendor Contract, and such rights, privileges and indemnifications shall accrue and apply with equal effect to Equalis Group, including, without limitation, Vendor's obligation to provide insurance and other indemnifications to Lead Public Agency.

1.2 Awarded vendor shall perform all duties, responsibilities and obligations, set forth in this agreement, and required under the Vendor Contract.

1.3 Equalis Group shall perform its duties, responsibilities and obligations as administrator of purchases, set forth in this agreement, and required under the Vendor Contract.

1.4 **Customer Support**: The vendor shall provide timely and accurate technical advice and sales support to Region 10 ESC staff, Equalis Group staff and participating agencies. The vendor shall respond to such requests within one (1) working day after receipt of the request.

2. ARTICLE 2 – ANTICIPATED TERM OF AGREEMENT

2.1 **Term:** The term of the Contract shall commence upon award and shall remain in effect for a period of two (2) years, unless terminated, canceled or extended as otherwise provided herein. The Contractor agrees that Region 10 ESC shall have the right, at its sole option, to renew the Contract for three (3) additional one-year periods or portions thereof. In the event that Region 10 ESC exercises such rights, all terms, conditions and provisions of the original Contract shall remain the same and apply during the renewal period with the possible exception of price and minor scope additions and/or deletions.

2.2 **Automatic Renewal:** Renewal will take place automatically for one (1) year unless Region 10 ESC gives written notice to the awarded supplier at least ninety (90) days prior to the expiration.

3. ARTICLE 3 – REPRESENTATIONS AND COVENANTS

3.1 **Scope**: This contract is based on the need to provide the economic benefits of volume purchasing and reduction in administrative costs through cooperative purchasing to schools and other Members.

3.2 **Compliance**: Cooperative Purchasing Agreements between Equalis Group and its Members have been established under state procurement law.

3.3 **Vendor's promise**: Vendor agrees all prices, terms, warranties, and benefits granted by Vendor to Members through this contract are comparable to or better than the equivalent terms offered by Vendor to any present customer meeting the same qualifications or requirements.

4. ARTICLE 4 – FORMATION OF CONTRACT

4.1 **Vendor contract documents**: Region 10 ESC will review proposed Vendor contract documents. Vendor's contract document shall not become part of Region 10 ESC's contract with vendor unless and until an authorized representative of Region 10 ESC reviews and approves it.

4.2 **Form of contract**: The form of contract for this solicitation shall be the Request for Proposal, the awarded proposal(s) to the lowest responsible respondent(s), and properly issued and reviewed purchase orders referencing the requirements of the Request for Proposal. If a vendor submitting a proposal requires Region 10 ESC and/or Member to sign an additional agreement, a copy of the proposed agreement must be included with the proposal.

4.3 **Entire Agreement (Parol evidence)**: The contract, as specified above, represents the final written expression of agreement. All agreements are contained herein and no other agreements or representations that materially alter it are acceptable.

4.4 **Assignment of Contract**: No assignment of contract may be made without the prior written approval of Region 10 ESC. Purchase orders and payment can only be made to awarded vendor unless otherwise approved by Region 10 ESC. Awarded vendor is required to notify Region 10 ESC when any material change in operations is made that may adversely affect Members (i.e. awarded vendor bankruptcy, change of ownership, merger, etc.).

4.5 **Contract Alterations**: No alterations to the terms of this contract shall be valid or binding unless authorized and signed with a "wet signature" by a Region 10 ESC staff member.

4.6 **Order of precedence**: In the event of a conflict in the provisions of the contract as accepted by Region 10 ESC, the following order of precedence shall prevail:

- General terms and conditions
- Specifications and scope of work
- Attachments and exhibits
- Documents referenced or included in the solicitation

4.7 **Supplemental Agreements**: The entity participating in the Region 10 ESC contract and awarded vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this contract i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this contract is exclusively between the participating entity and awarded vendor. Neither Region 10 ESC, Equalis Group, its agents, Members and employees shall be made party to any claim for breach of such agreement.

5. ARTICLE 5 – TERMINATION OF CONTRACT

5.1 **Cancellation for cause**: If, for any reason, the Vendor fails to fulfill its obligation in a timely manner, or if the vendor violates any of the covenants, agreements, or stipulations of this contract, Region 10 ESC reserves the right to terminate the contract immediately and pursue all other applicable remedies afforded by law. Such termination shall be effective by delivery of notice, to the vendor, specifying the effective date of termination. In such event, participating Member shall retain sole ownership of all data or intellectual property provided to vendor for the performance of services, as well as any material, reports, or data which the participating Member has already paid the vendor for. Vendor shall retain sole ownership of its own intellectual property and may reclaim or otherwise remove access to any material the participating Member has not paid for. If such event does occur, then vendor will be entitled to receive just and equitable compensation for the satisfactory work completed.

5.2 **Delivery/Service failures**: Region 10 ESC may issue a written deficiency notice to contractor for acting or failing to act in any of the following:

i. Providing material that does not meet the specifications of the contract;
ii. Providing work and/or material that was not awarded under the contract;
iii. Failing to adequately perform the services set forth in the scope of work and specifications;
i**v.** Failing to complete required work or furnish required materials within a reasonable amount of time;
v. Failing to make progress in performance of the contract and/or giving Region 10 ESC reason to believe that contractor will not or cannot perform the requirements of the contract; and/or
vi. Performing work or providing services under the contract prior to receiving a purchase order for such work.

Upon receipt of a written deficiency notice, contractor shall have ten (10) days to provide a satisfactory response to Region 10 ESC. Failure to adequately address all issues of concern may result in contract cancellation. Failure to deliver goods or services within the time specified or within a reasonable time period as interpreted by the purchasing agent, or failure to make replacements or corrections of rejected articles/services when so requested shall constitute grounds for the contract to be terminated.

5.3 **Force Majeure**: If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or the State of Texas or any civil or military authority; insurrections; riots; epidemics; landslides; lighting; earthquake; fires; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty

5.4 **Cancellation for convenience**: Either party may cancel this contract in whole or in part by providing written notice. The cancellation will take effect 90 business days after the other party receives the notice of cancellation. After the 90th business day all work will cease following completion of final purchase order. Region 10 ESC reserves the right to request additional items not already on contract at any time.

6. ARTICLE 6 – LICENSES

6.1 **Duty to keep current license:** Vendor shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by vendor. Vendor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the contract. Region 10 ESC reserves the right to stop work and/or cancel the contract of any vendor whose license(s) expire, lapse, are suspended or terminated.

6.2 **Suspension or Debarment**: Vendor shall provide a letter in the proposal notifying Region 10 ESC of any debarment, suspension or other lawful action taken against them by any federal, state, or local government within the last five (5) years that precludes Vendor or its employees from participating in any public procurement activity. The letter shall state the duration of the suspension or action taken, the relevant circumstances and the name of the agency imposing the suspension. Failure to supply or disclose this information may be grounds for cancellation of contract.

6.3 **Survival Clause:** All applicable software license agreements, warranties or service agreements that were entered into between Vendor and Customer/participating Member under the terms and conditions of the Contract shall survive the expiration or termination of the Contract. All Purchase Orders issued and accepted by Order Fulfiller shall survive expiration or termination of the Contract.

7. ARTICLE 7 – DELIVERY PROVISIONS

7.1 **Delivery**: Vendor shall deliver physical materials purchased on this contract to the participating Member issuing a Purchase Order. Conforming product shall be shipped within the timeframe agreed upon by the participating Member. If delivery is not or cannot be made within the time

specified by the Purchase Order the vendor must receive authorization from the participating Member for the delayed delivery, at which time the participating Member may cancel the order if estimated shipping time is not acceptable.

7.2 **Inspection & Acceptance:** If defective or incorrect material is delivered, participating Member may make the determination to return the material to the vendor at no cost to the participating Member. The vendor agrees to pay all shipping costs for the return shipment. Vendor shall be responsible for arranging the return of the defective or incorrect material.

7.3 **Responsibility for supplies tendered:** Vendor shall be responsible for the materials or supplies covered by this contract until they are delivered to the designated delivery point.

7.4 **Shipping Instructions:** Each case, crate, barrel, package, etc, delivered under this contract must be plainly labeled, securely tagged, and delivered in the place and time designated by the participating Member in their Purchase Order or by other mutual agreement.

7.5 **Additional charges:** Unless bought on F.O.B. "shipping point" and Vendor prepays transportation, no delivery charges shall be added to invoices except when express delivery is authorized and substituted on orders for the method specified in the contract. In such cases, the difference between freight or mail and express charges may be added to the invoice.

7.6 **Buyer's delays:** Region 10 ESC will not be responsible for any late fees due the prime contractor by the participating Member. The prime contractor will negotiate with the participating Member for the recovery of damages related to expenses incurred by the vendor for a delay for which the Member is responsible, which is unreasonable, and which was not within the contemplation of the parties to the contract between the two parties.

8. ARTICLE 8 – BILLING AND REPORTING

8.1 **Payments**: The participating entity using the contract will make payments directly to the awarded vendor. Payment shall be made after satisfactory performance, in accordance with all provisions thereof, and upon receipt of a properly completed invoice.

8.2 **Tax Exempt Status**: Since this is a national contract, knowing the tax laws in each state is the sole responsibility of the Vendor.

9. ARTICLE 9 – PRICING

9.1 **Market competitive guarantee**: Vendor agrees to provide market competitive pricing, based on the value offered upon award, to Region 10 ESC and its participating public agencies throughout the duration of the contract.

9.2 **Price increase**: Should it become necessary or proper during the term of this contract to make any change in design or any alterations that will increase expense, Region 10 ESC must be notified immediately. Price increases must be approved by Region 10 ESC and no payment for additional materials or services, beyond the amount stipulated in the contract, shall be paid without prior approval. All price increases must be supported by manufacture documentation, or a formal cost justification letter.

Vendor must honor previous prices for thirty (30) days after approval and written notification from Region 10 ESC if requested.

It is Vendor's responsibility to keep all pricing up to date and on file with Region 10 ESC. All price changes must be provided to Region 10 ESC, using the same format as was accepted in the original contract.

9.3 **Additional Charges**: All deliveries shall be freight prepaid, F.O.B. destination and shall be included in all pricing offered unless otherwise clearly stated in writing.

9.4 **Price reduction and adjustment:** Price reduction may be offered at any time during contract. Special, time-limited reductions are permissible under the following conditions: 1) reduction is available to all Members equally; 2) reduction is for a specific time period, normally not less than thirty (30) days; and 3) original price is not exceeded after the time-limit. Vendor shall offer Region 10 ESC any published price reduction during the contract period.

9.5 **Prevailing Wage**: It shall be the responsibility of the Vendor to comply, when applicable, with the prevailing wage legislation in effect in the jurisdiction of the purchaser (Region 10 ESC or its Participating Members). It shall further be the responsibility of the Vendor to monitor the prevailing wage rates as established by the appropriate Department of Labor for any increase in rates during the term of this contract and adjust wage rates accordingly.

9.6 **Administrative Fees:** The Vendor agrees to pay administrative fees to Equalis Group based on the terms set in the Equalis Group Administration Agreement. All pricing submitted to Region 10 shall include the administrative fee to be remitted to Equalis Group by the awarded vendor.

9.7 **Price Calculation:** Cost plus a percentage as a primary mechanism to calculate pricing is not allowed. Pricing may either be in the form of line item pricing, defined as a specific individual price on a product or service, or a percentage discount from a verifiable catalog or price list. Other discounts or incentives may be offered.

10. ARTICLE 10 – PRICING AUDIT

10.1 **Audit rights:** Vendor shall, at Vendor's sole expense, maintain appropriate due diligence of all purchases made by Region 10 ESC and any participating entity that accesses this Agreement. Equalis Group and Region 10 ESC each reserve the right to audit the accounting for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. In the State of New Jersey, this audit right shall survive termination of this Agreement for a period of five (5) years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request. Region 10 ESC shall have the authority to conduct random audits of Vendor's pricing that is offered to eligible entities at Region 10 ESC's sole cost and expense. Notwithstanding the foregoing, in the event that Region 10 ESC is made aware of any pricing being offered to eligible agencies that is materially inconsistent with the pricing under this agreement, Region 10 ESC shall have the ability to conduct an extensive audit of Vendor's pricing at Vendor's sole cost and expense. Region 10 ESC may conduct the audit internally or may engage a third-party auditing firm. In the event of an audit, the requested materials shall be provided in the format and at the location designated by Region 10 ESC or Equalis Group.

11. ARTICLE 11 – PROPOSER PRODUCT LINE REQUIREMENTS

11.1 **Current products**: Proposals shall be for products and services in current production and marketed to the general public and education/government agencies at the time the proposal is submitted.

11.2 **Discontinued products**: If a product or model is discontinued, Vendor may substitute a new product or model if the replacement product meets or exceeds the specifications and performance of the discontinued model and if the discount is the same or greater than the discontinued model.

11.3 **New products/Services**: New products and/or services that meet the scope of work may be added to the contract. Pricing shall be equivalent to the percentage discount for other products. Vendor may replace or add product lines to an existing contract if the line is replacing or supplementing products on contract, is equal or superior to the original products offered, is discounted in a similar or to a greater degree, and if the products meet the requirements of the solicitation. No products

and/or services may be added to avoid competitive procurement requirements. Region 10 ESC may require additions to be submitted with documentation from Participating Members demonstrating an interest in, or a potential requirement for, the new product or service. Region 10 ESC may reject any additions without cause.

11.4 **Options**: Optional equipment for products under contract may be added to the contract at the time they become available under the following conditions: 1) the option is priced at a discount similar to other options; 2) the option is an enhancement to the unit that improves performance or reliability.

11.5 **Product line**: Vendors with a published catalog may submit the entire catalog. Region 10 ESC reserves the right to select products within the catalog for award without having to award all contents. Region 10 ESC may reject any addition of equipment options without cause.

11.6 **Warranty conditions:** All supplies, equipment and services shall include manufacturer's minimum standard warranty and one (1) year labor warranty unless otherwise agreed to in writing.

11.7 **Buy American requirement:** Vendors may only use unmanufactured construction material mined or produced in the United States, as required by the Buy American Act. Where trade agreements apply, to the extent permitted by applicable law, then unmanufactured construction material mined or produced in a designated country may also be used. Vendors are required to check state specific requirements to ensure compliance with this requirement.

11.8 **Domestic preference:** Region 10 ESC prefers the purchase, acquisition, or use of goods, products, or materials produced in the United States.

12. ARTICLE 12 – SITE REQUIREMENTS

12.1 **Cleanup**: Vendor shall clean up and remove all debris and rubbish resulting from their work as required or directed by Member. Upon completion of the work, the premises shall be left in good repair and an orderly, neat, clean and unobstructed condition conducive to the Member's business purpose.

12.2 **Site Preparation**: Vendor shall not begin a project for which Participating Member has not prepared the site, unless Vendor does the preparation work at no cost, or until Participating Member includes the cost of site preparation in a purchase order to the contractor. Site preparation includes, but is not limited to moving furniture, moving equipment or obstructions to the work area, installation of wiring for networks or any other necessary pre-installation requirements.

12.3 **Registered sex offender restrictions**: For work to be performed at schools, Vendor agrees that no employee or employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are or are reasonably expected to be present. Vendor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at the Participating Member's discretion. Vendor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge. Vendor is also responsible for ensuring that their employees or contractors who have direct contact with students are properly fingerprinted and background checked in accordance with local state law, if applicable.

12.4 **Safety measures**: Vendor shall take all reasonable precautions for the safety of employees on the worksite and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Vendor shall post warning signs against all hazards created by its operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.

12.5 **Smoking/Tobacco**: Persons working under the contract shall adhere to local tobacco and smoking (including e-cigarettes/vaping) policies. Smoking will only be permitted in posted areas or off premises.

12.6 **Stored materials**: Upon prior written agreement between the vendor and Member, payment may be made for materials not incorporated in the work but delivered and suitably stored at the site or some other location, for installation at a later date. An inventory of the stored materials must be provided to Participating Member with the application for payment seeking compensation for stored materials. Such materials must be stored and protected in a secure location and be insured for their full value by the vendor against loss and damage. Vendor agrees to provide proof of coverage and/or addition of Participating Member as an additional insured upon Participating Member's request. Additionally, if stored offsite, the materials must also be clearly identified as property of buying Participating Member and be separated from other materials. Participating Member must be allowed reasonable opportunity to inspect and take inventory of stored materials, on or offsite, as necessary.

Until final acceptance by the Participating Member, it shall be the Vendor's responsibility to protect all materials and equipment. Vendor warrants and guarantees that title for all work, materials and equipment shall pass to the Member upon final acceptance.

12.7 **Maintenance Facilities and Support**: It is preferred that each contractor should have maintenance facilities and a support system available for servicing and repair of product and/or equipment. If a third party is to be used to provide maintenance and support to the participating Member, Vendor must notify Region 10 ESC of that third party information. All technicians, applicators, installers shall be fully certified, trained and licensed to perform said duties.

13. ARTICLE 13 – MISCELLANEOUS

13.1 **Funding Out Clause**: Any/all contracts exceeding one (1) year shall include a standard "funding out" clause. A contract for the acquisition, including lease, of real or personal property is a commitment of the entity's current revenue only, provided the contract contains either or both of the following provisions:

"Retains to the entity the continuing right to terminate the contract at the expiration of each budget period during the term of the contract and is conditioned on a best efforts attempt by the entity to obtain appropriate funds for payment of the contract in the subsequent fiscal year."

13.2 **Disclosures**: Vendor affirms that he/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this contract.

13.2.1 Vendor has a continuing duty to disclose a complete description of any and all relationships that might be considered a conflict of interest in doing business with Members in Equalis Group.

13.2.2 Vendor affirms that, to the best of his/her knowledge, the offer was arrived at independently, and was submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this contract.

13.3 **Indemnity**: Vendor shall protect, indemnify, and hold harmless both Region 10 ESC and Equalis Group and its Members, administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of Vendor, Vendor employees or Vendor subcontractors in the preparation of the solicitation and the later execution of the contract, including any supplemental agreements with Members.

13.4 **Franchise Tax**: Vendor hereby certifies that he/she is not currently delinquent in the payment of any required franchise taxes, and shall remain current on any such franchise taxes throughout the term of this contract.

13.5 **Marketing**: Vendor agrees to allow Region 10 ESC and Equalis Group to use their name and logo within website, marketing materials and advertisement. Any use of the Region 10 ESC or Equalis Group name and logo or any form of publicity, inclusive of press releases, regarding this contract by Vendor must have prior approval from Region 10 ESC.

13.6 **Insurance**: Unless otherwise modified elsewhere in this document, prior to commencing services under this contract for a participating Member, contractor shall procure, provide and maintain during the life of this agreement comprehensive public liability insurance to include course of construction insurance and automobile liability, providing limits of not less than $1,000,000.00 per occurrence. The insurance form will be an "all risk" type of policy with standard exclusions. Coverage will include temporary structures, scaffolding, temporary office trailers, materials, and equipment. Contractor shall pay for the deductibles required by the insurance provided under this agreement.

13.6.1 Certificates of insurance shall be delivered to the Member prior to commencement of work. The insurance company shall be licensed to do business and write the appropriate lines of insurance in the applicable state in which work is being conducted. Vendor shall give the participating entity a minimum of ten (10) days' notice prior to any modifications or cancellation of policies. Vendor shall require all subcontractors performing any work to maintain coverage as specified.

13.6.2 Prior to commencing any work under this contract, any subcontractor shall also procure, provide, and maintain, at its own expense until final acceptance of the work performed, insurance coverage in a form acceptable to the prime contractor. All subcontractors shall provide worker's compensation insurance which waives all subrogation rights against the prime contractor and Member.

13.7 **Subcontracts/Sub Contractors**: If Vendor serves as prime contractor, it shall not enter into any subcontract subject to this solicitation without prior approval from participating Member. Any/all subcontractors shall abide by the terms and conditions of this contract and the solicitation.

13.7.1 No subcontract relationships shall be entered into with a party not licensed to do business in the jurisdiction in which the work will be performed. Contractor must use subcontractors openly, include such arrangements in the proposal, and certify upon request that such use complies with the rules associated with the procurement codes and statutes in the state in which the contractor is conducting business.

13.7.2 Contractor agrees to pay subcontractors in a timely manner. Failure to pay subcontractors for work faithfully performed and properly invoiced may result in suspension or termination of this contract. Prior to participating Member's release of final retained amounts, Contractor shall produce verified statements from all subcontractors and material suppliers that those entities have been paid in full amounts due and owing to them.

13.8 **Legal Obligations**: It is the Vendor's responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services identified in this RFP and any awarded contract and shall comply with all while fulfilling the RFP. Applicable laws and regulations must be followed even if not specifically identified herein.

13.9 **Jurisdiction**: Any litigation involving either Region 10 ESC or Equalis Group, its administrators and employees and agents shall be in a court of competent jurisdiction in Dallas County, Texas. Texas law shall apply to any such suit, without giving effect to its choice of laws provisions. Any litigation involving Equalis Group participating Members shall be in the jurisdiction of the participating Member.

[Signatures follow on Signature Form]

PROPOSAL FORM 20: GENERAL TERMS AND CONDITIONS ACCEPTANCE FORM

Signature on the Vendor Contract Signature form certifies complete acceptance of the General Terms and Conditions in this solicitation, except as noted below (additional pages may be attached, if necessary).

Check one of the following responses to the General Terms and Conditions:

☐ We take no exceptions/deviations to the general terms and conditions

(*Note: If none are listed below, it is understood that no exceptions/deviations are taken.)*

☒ We take the following exceptions/deviations to the general terms and conditions. All exceptions/deviations must be clearly explained. Reference the corresponding general terms and conditions that you are taking exceptions/deviations to. Clearly state if you are adding additions terms and conditions to the general terms and conditions. Provide details on your exceptions/deviations below:

(*Note: Unacceptable exceptions shall remove your proposal from consideration for award. Region 10 ESC shall be the sole judge on the acceptance of exceptions/deviations and the decision shall be final.*)

Please see the following pages with mark-up.

November 12, 2025

Johnson Controls, Inc.
Tom Staves, National Sales Manager, Cooperative Contracts
5757 N. Green Bay Ave.
Milwaukee, WI 53209

Re: Clarification Regarding Amendment to Vendor Contract and General Terms and Conditions for Contract R10-1177D

Dear Mr. Staves:

For the avoidance of doubt, the attached amendment to vendor contract and general terms and conditions is understood by Region 10 to apply to contract R10-1177D in addition to contract R10-1168A which is referenced in the amendment. This amendment is further understood to constitute the entire agreed-upon exceptions to the terms and conditions of contract R10-1177D and will remain in place unless and until altered by mutual agreement between Region 10 ESC and Johnson Controls, Inc.

Regards,

Clint Pechacek

Clint Pechacek

Purchasing Consultant

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AMENDMENT TO VENDOR CONTRACT AND GENERAL TERMS AND CONDITIONS

This Amendment to the Vendor Contract and General Terms and Conditions ("Amendment") is entered into on this November 12, 2025, 2025 ("Effective Date") by and between Region 10 Education Service Center ("Region 10 ESC") and Johnson Controls, Inc. ("Vendor"). The provisions of this Amendment supersede and replace any other agreement(s) between Johnson Controls and Region 10 ESC with respect to these subject matters and is the entire agreement of Johnson Controls and the Customer on these subject matters.

WHEREAS, Region 10 ESC and Johnson Controls entered into that certain Vendor Contract and General Terms and Conditions ("Agreement") dated July 1, 2024, for the provision of certain services as described in the Agreement;

WHEREAS, the parties now desire to amend certain terms of the Agreement.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the receipt and sufficiency of which are hereby acknowledged, Region 10 ESC and Vendor agree as follows:

1. Section 4.7 of the Agreement is hereby deleted in its entirety and replaced with the following:

> 4.7 **Supplemental Agreements**: The entity participating in the Region 10 ESC Contract and awarded vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this contract, i.e. invoice requirements, ordering requirements, specialized delivery, etc. In addition, some of Vendor's offerings require special terms and conditions specific to those offering, including gunshot detection, weapons detection, and fire or security monitoring. Members will be required to agree to Vendor's standard terms for these offerings and including any sales initiated by Region 10 ESC purchasing directly on the Member's behalf and those Members will be bound by the terms of Vendors standard terms for these offerings. Riders containing special terms and conditions for certain product offerings are set forth in Schedule A to this Agreement and are subject to change from time to time. Any supplemental agreement, including but not limited to those in Schedule A, developed as a result of this contract shall be negotiated exclusively between the participating entity and awarded vendor. Neither Region 10 ESC, Equalis Group, its agents, Members (other than those Members who are parties to such supplemental agreements) and employees shall be made a party to any claim for breach of such agreement.

2. Section 13.3 of the Agreement and the Indemnification provision included in the Agreement under the heading "Proposed Provisions To Add To The Agreement" are hereby deleted and replaced in their entirety with the following:

> 13.3 **Indemnification**: Vendor agrees to indemnify Region 10 ESC and Equalis Group and its administrators, employees and agents, and, only with respect to

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offerings that do not require special terms and conditions, Members ("Indemnified Parties") for damages losses and expenses with respect to any third party claims for personal injury, including death, or tangible property damage, but only to the extent such damages, losses and expenses are caused by the negligent acts or willful misconduct of Vendor in fulfilling its obligations under this Agreement. If Vendor is obligated to indemnify the Indemnified Parties as set forth above, Vendor has the right, but not the obligation, to defend the Indemnified Parties or any of them against third party claims, and if it elects to do so, then Vendor shall have exclusive control over the defense.

3. Counterparts and Delivery. This Amendment may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. All signatures need not be on the same counterpart. Delivery of a signed counterpart of this Amendment by facsimile or electronic means constitutes a good and valid execution and delivery of this Seventh Amendment.

4. Ratification; Binding Effect. Except as expressly modified hereby, all of the terms and provisions of the Agreement shall remain in full force and effect, and Region 10 ESC and Vendor hereby ratify and confirm their respective obligations under the Agreement, as modified pursuant to this Amendment. This Amendment shall be binding upon Region 10 ESC and Vendor and their respective successors and assigns. If any inconsistency exists or arises between the terms of the Agreement and the terms of this Amendment, the terms of this Amendment shall prevail.

IN WITNESS WHEREOF, the parties have executed this Amendment on the date set forth above.

Region 10 ESC:	Vendor:
Region 10 Education Service Center	**Johnson Controls, Inc.,**
BY: _____	BY: Albert Young
NAME: Rickey Williams	NAME: Albert Young
TITLE: Deputy Executive Director	TITLE: VP Global and Strategic Accounts

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PROPOSAL FORM 23: VENDOR CONTRACT AND SIGNATURE FORM

The undersigned hereby proposes and agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices proposed within response unless noted in writing. The undersigned further certifies that he/she is an officer of the company and has authority to negotiate and bind the company named below and has not prepared this proposal in collusion with any other Respondent and that the contents of this proposal as to prices, terms or conditions of said proposal have not been communicated by the undersigned nor by any employee or agent to any person engaged in this type of business prior to the official opening of this proposal.

VENDORS MUST SUBMIT THIS FORM COMPLETED AND SIGNED TO BE CONSIDERED

Prices are guaranteed: **120 days**

Company name	Johnson Controls, Inc.
Address	5757 N. Green Bay Avenue
City/State/Zip	Milwaukee, WI 53209
Telephone No.	414-524-1200
Email address	Albert.C.Young@jci.com
Printed name	Albert C. Young III
Position with company	VP, Global and NA Strategic Accounts
Authorized signature	Albert Young

Term of contract November 1, 2025 **to** October 31, 2027

Unless otherwise stated, all contracts are for a period of two (2) years with an option to renew annually for an additional three (3) years if agreed to by Region 10 ESC. Vendor shall honor all administrative fees for any sales made based on the contract whether renewed or not.

Region 10 ESC Authorized Agent — Date: Nov 30, 2025

Dr. Rickey Williams
Print Name

Equalis Group Contract Number R10-1177D

REQUEST FOR PROPOSAL #R10-1177 FOR: HVAC & FACILITY SYSTEMS, AUTOMATION, INSTALLATION, SERVICE AND RELATED PRODUCTS & SERVICES

August 1, 2025

Section Two:

Proposal Submission, Questionnaire and Required Forms

Proposal Form Checklist

The following documents must be submitted with the Proposal

The below documents can be found in Section 2; Proposal Submission and Required Bid Forms and must be submitted with the proposal. Please note Proposal Form 1 is a separate attachment (attachment B).

PROPOSAL PRICING: Attachment B is provided separately in a Microsoft Excel file and is required to complete your price proposal.

☒ **PROPOSAL FORM 1: ATTACHMENT B - PRICING**

QUESTIONNAIRE & EVALUATION CRITERIA:

☒ **PROPOSAL FORM 2: QUESTIONNAIRE & EVALUATION CRITERIA**

OTHER REQUIRED PROPOSAL FORMS:

☒ **PROPOSAL FORM 3: CERTIFICATIONS AND LICENSES**

☒ **PROPOSAL FORM 4: CLEAN AIR AND WATER ACT**

☒ **PROPOSAL FORM 5: DEBARMENT NOTICE**

☒ **PROPOSAL FORM 6: LOBBYING CERTIFICATION**

☒ **PROPOSAL FORM 7: CONTRACTOR CERTIFICATION REQUIREMENTS**

☒ **PROPOSAL FORM 8: ANTITRUST CERTIFICATION STATEMENTS**

☒ **PROPOSAL FROM 9: IMPLEMENTATION OF HOUSE BILL 1295**

☒ **PROPOSAL FROM 10: BOYCOTT CERTIFICATION AND TERRORIST STATE CERTIFICATION**

☒ **PROPOSAL FORM 11: RESIDENT CERTIFICATION**

☒ **PROPOSAL FORM 12: FEDERAL FUNDS CERIFICATION FORM**

☒ **PROPOSAL FORM 13: ADDITIONAL ARIZONA CONTRACTOR REQUIREMENTS**

☒ **PROPOSAL FORM 14: OWNERSHIP DISCLOSURE FORM (N.J.S. 52:25-24.2)**

☒ **PROPOSAL FORM 15: NON-COLLUSION AFFIDAVIT**

☒ **PROPOSAL FORM 16: AFFIRMATIVE ACTION AFFIDAVIT (P.L. 1975, C.127)**

☒ **PROPOSAL FORM 17: C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM**

☒ **PROPOSAL FORM 18: STOCKHOLDER DISCLOSURE CERTIFICATION**

☒ **PROPOSAL FORM 19: GENERAL TERMS AND CONDITIONS ACCEPTANCE FORM**

☒ **PROPOSAL FORM 20: EQUALIS GROUP ADMINISTRATION AGREEMENT**

☒ **PROPOSAL FORM 21: OPEN RECORDS POLICY ACKNOWLEDGEMENT AND ACCEPTANCE**

☒ **PROPOSAL FORM 22: VENDOR CONTRACT AND SIGNATURE FORM**

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PROPOSAL FORM 2: QUESTIONNAIRE & EVALUATION CRITERIA

Instructions:
Respondents should incorporate their questionnaire responses directly into the green cells below. Failure to provide responses in this format may result in the proposal being deemed as non-responsive at the sole discretion of Region 10.

Respondents may incorporate additional documents as part of their response which may be utilized by Region 10 as part of the evaluation. Additional documents must be consolidated as part of this Section 2 at the end of your response. **Vendor responses are limited to 120 total pages (not including Attachment B – Pricing Excel pricesheet).**

Region 10 has associated the evaluation criteria with the question that most closely aligns with that respective evaluation criteria. Region 10 reserves the right at its sole discretion to base its evaluation and specific evaluation criteria on any part of the respondent's proposal.

Evaluation Criteria	Question	Answer
Basic Information		
Required information for notification of RFP results	*What is your company's official registered name?*	Johnson Controls, Inc.
	What is the mailing address of your company's headquarters?	5757 N. Green Bay Ave. Milwaukee, WI 53209
	Who is the main contact for any questions and notifications concerning this RFP response, including notification of award? Provide name, title, email address, and phone number.	Tom Staves National Sales Manager, Cooperative Contracts Thomas.Staves@JCI.com 443.676.8813
Products/Pricing (30 Points)		
Coverage of products and services	No answer is required. Region 10 will utilize your overall response and the products/services provided in Attachment B to make this determination	
Ability of offered products and services to meet the needs	No answer is required. Region 10 will utilize your overall response and the products/services provided in Attachment B to make this determination	

requested in the scope		
Competitive pricing for all available products and services, including warranties if applicable	*Does pricing submitted include the recommended 2.25% administrative fee as outlined in Section Three: Attachment A – Equalis Group Administrative Agreement?*	No. Our submitted pricing structure includes the current administrative fee of 1□.
	Do you offer any other promotions or incentives for customers? If yes, please describe.	Promotions and incentives may be available for in-stock or readily available products through manufacturer's rebates or other pricing programs at the time of purchase. Depending upon individual projects, further discounts may be offered on a project-by-project basis.
Ability of Customers to verify that they received contract pricing	*Were all products/lines/services and pricing being made available under this contract provided in the Attachment B and/or Appendix B, pricing sections, including shipping, installation, and other peripheral costs/fees?*	Yes
	Were all applicable shipping, installation and other peripheral costs/fees included on "Other Pricing and Discounts" tab of Attachment B?	No. Beyond the direct cost of a product, several other costs may be passed on to Equalis Goup/Region 10 ESC members, depending on the nature of the product, service, and contractual agreements. Common costs include: **Installation Costs** • Labor and materials required to install or integrate the product into the customer's environment. **Travel and Mileage Fees:** • Travel costs for technicians or project managers, and mileage fees for service vehicles. **Truck and Service Vehicle Fees:** • Fees for specialized vehicles or equipment required for delivery or installation. **Tariffs and Import Fees:** • Costs associated with international trade, including tariffs, import/export duties, and customs fees. **Risk Premiums:** • Costs related to project risk, such as insurance or contingencies. **Site Preparation Costs:** • Fees for preparing customer sites for installation, including permits, inspections, or adjustments. **Shipping and Handling Fees** • Transportation costs for delivering the product to the customer, including packaging and logistics.

		Maintenance and Service Fees • Costs for routine maintenance, repairs, or service agreements tied to the product. **Warranty or Extended Coverage Plans** • Charges for extended warranties beyond the standard coverage. **Customization Charges** • Costs for modifying or tailoring the product to meet specific customer requirements. **Software Licensing or Subscription Fees** • Recurring costs for software or digital services associated with the product. **Training and Support Costs** • Fees for customer training, onboarding, or ongoing technical support. **Energy or Operational Costs** • If the product requires significant power, infrastructure upgrades, or operational expenses, these may be factored into the total cost. **Taxes and Regulatory Compliance Fees** • Sales taxes, duties, or fees related to regulatory requirements, depending on the region. **Financing or Leasing Costs** • Additional charges associated with payment plans, leasing, or financing agreements. **Environmental Fees:** • Disposal fees for waste or hazardous materials. • Recycling fees for old equipment. **Administrative or Documentation Fees:** • Costs for project management, documentation, or certifications. These costs can vary widely based on the agreement terms and the product or service being offered.
Payment methods	*Define your invoicing process and methods of payments you will accept. Please include the overall process for agencies to make payments including any financing opportunities.*	**Invoicing Process** Johnson Controls general invoicing process typically follows these steps: **Order Fulfillment** • Goods or services are delivered based on the terms outlined in the purchase order (PO), contract, or agreement. • Delivery is confirmed, and supporting documentation (like proof of delivery or service completion) is gathered. **Invoice Creation** • The invoice is generated using Johnson Controls' enterprise resource planning (ERP) system (e.g., SAP or Oracle). • The invoice includes key details such as: o Customer information o PO number (if applicable) o Description of goods/services provided o Pricing, tax, and payment terms o Invoice number and date **Invoice Submission** • The invoice is sent to the customer through the agreed method (e.g., electronic submission via EDI, email, customer portal, or postal mail). • Electronic invoicing is preferred for faster processing and tracking. **Customer Review and Approval** • The customer reviews the invoice for accuracy, comparing it to supporting documents like the PO or the delivery confirmation.

- If discrepancies are identified, the customer may request adjustments or issue a dispute.

Payment Processing

- Once approved, the customer processes the payment according to the agreed payment terms (e.g., Net 30, Net 60).
- Payments are typically received via bank transfer, check, or other electronic methods.

Reconciliation

- Payments are reconciled in Johnson Controls' accounting system.
- Outstanding invoices are tracked, and follow-up actions are initiated for overdue payments or disputes.

Issue Resolution

- If discrepancies or payment delays occur, our accounts receivable (AR) team works with the customer to resolve the issue.
- Credit notes or revised invoices may be issued if necessary.

Compliance and Reporting

- Invoices and payment records are maintained for auditing, tax compliance, and reporting purposes.
- Johnson Controls adheres to local regulations regarding invoicing and financial documentation.

Payment Methods

We accept wire transfer, check, money order, credit card, and P-card payments. For credit card and P-card payments, we do not pass any fees to the customer.

Financing Options

We often tailor our financing approach to various project factors such as size, type, location, and other specific circumstances. Here are some ways these factors can influence our financing strategy:

- **Project Size:** For larger projects, we may engage in more complex financing arrangements, such as public-private partnerships (PPPs) or large-scale loans. Smaller projects might be financed through simpler methods, such as direct purchase agreements or standard leasing options.
- **Project Type:** Different types of projects might have specific financing options available. For example, Infrastructure as a Service (IaaS) or energy-saving projects may qualify for performance contracting, where financing is tied to the savings generated by the project and/or customer-driven key performance indicators.
- **Location:** The location of a project can significantly affect financing options. In regions with specific incentives for energy projects (like tax credits or rebates), Johnson Controls might leverage these to reduce project costs and make financing more attractive. Local regulations and market conditions can also influence the financing structure.
- **Customer Profile:** The nature of the customer's market can dictate financing terms. Government contracts may have different financing structures due to regulatory requirements or budget cycles compared to private sector projects.
- **Economic Conditions:** Broader economic factors can influence financing availability and costs. In a low-interest-rate environment, for example, Johnson Controls might explore more debt financing options, while in a high-interest environment, they may focus on equity or other less costly financing methods.
- **Risk Assessment:** Johnson Controls likely assesses the risk associated with each project, including technology risks, operational risks, and market risks. Projects deemed lower risk might qualify for more favorable financing terms.
- **Partnerships and Collaborations:** We may also collaborate with financial institutions, energy service companies, or investment funds to create tailored financing solutions that meet the specific needs of a project.

In summary, Johnson Controls employs a flexible financing approach that adapts to the size, type, and location of projects, along with other situational factors. This strategy aims to optimize funding solutions while meeting the needs of our clients and project objectives.

Other factors relevant to this section as submitted by the Respondent	No answer is required. Region 10 will utilize your overall response and the products/services provided in Attachment B to make this determination	
Performance Capability (25 Points)		
Product and service features and capabilities	*Please provide a detailed overview of the products and services being offered and how they address the scope being requested herein.*	Equalis Group/Region 10 ESC members can ensure their HVAC project produces significant energy savings and the highest return on investment by selecting a company with extensive experience providing energy solutions and a nationwide branch network that ensures expert local service in every market in North America. We are a globally diversified leader that serves customers in more than 150 countries. Operating from 160 branch offices in North America, we provide Equalis Group/Region 10 ESC member agencies with are a leading provider of HVAC, equipment, controls, HVAC and refrigeration systems, and performance contracting. HVAC SYSTEMS Johnson Controls designs, manufactures, installs, and services HVAC mechanical systems. While we manufacture award-winning York HVAC equipment, we are a vendor neutral ESCO with negotiated agreements with all major suppliers. Our ability to function as a vendor neutral ESCO enables our team to provide the solution that makes the most sense from a financial and efficiency viewpoint. We seek to leverage your existing investments in energy efficiency wherever possible. Our negotiated agreements allow us to deliver lower cost products for your project. ▪ Air Handling Units ▪ Packaged Rooftop Units ▪ Indoor Air Quality Products and Devices ▪ Active polarization, Non-ionizing, Electronic air cleaning systems intended to replace passive filtration ▪ Other Mechanical Systems, Equipment, and Services: Variable frequency drives / variable speed drives, Heat recovery systems, Air-source heat pumps, Water -source heat pumps, Ground-source heat pumps, Variable air volume systems, Variable refrigerant flow systems, Air-cooled variable refrigerant flow systems, Low leakage air dampers, Inlet vanes for centrifugal fan, Demand control ventilation, Exhaust fans, Fan coil units, Motor replacement, Unit heaters/ventilators, Four-pipe system to two-pipe system, System recommissioning, Duct Free Mini Split Systems, Invertors, Pumps, Packaged Terminal Air-Conditioners, Air Terminal Devices and Heating Products, HVAC System redesign ▪ Heat Pumps: Ground-Source heat pumps (geothermal), Air-source heat pumps, Water-source heat pumps COOLING SYSTEMS **Chillers:** Our chillers are designed to perform optimally in conditions in which they will operate while maximizing the benefits of environmentally responsible refrigerants. The chillers we install are engineered and designed for efficiency versatility, and sustainability (low direct and indirect emissions). ▪ Air-Cooled Chillers, Water-Cooled Chillers, York, CYK Heat Pump Chiller, Screw Chillers, Rotary chillers, Reciprocating chillers, Absorption Chillers, Chiller replacements, Gas fired centrifugal chillers, Low load chillers, Condensing Units **Other Cooling Systems:** ▪ Smart Connected Chillers, CFC containment conversions, Tower free cooling, Commercial refrigeration, Cooling tower upgrade, Two speed fan motors, Variable pitch blade cooling tower fan, Reclaim A.C. heat rejection, Chilled water temperature reset, Humidity control, Condenser auto-cleaning, Conversion to primary secondary, including VSD on pumps, Cooling towers, De-centralization/centralization, Free cooling, Distributed Pumping

HEATING SYSTEMS

Our teams provide a full range of heating systems and heating system improvements as part of our HVAC projects.

- Electric Boilers, Heating system redesign and optimization, Gas fired boiler, High-efficiency modular boilers, Low load boiler, Burner replacement, Dual fuel burners, Oil atomizing burners, Boiler stack heat reclaim, Perimeter radiation, High-efficiency domestic water heaters, Gas line turbulators, Temperature reset control, Electric heating to gas, Piping insulation, Boiler stack reclaim, Boiler system de-centralization, Aerator replacement with O2 scavenger, Automated water treatment, Condensate recovery, Heat recovery system used in cogeneration or combined heat and power systems

EQUIPMENT RENTALS

- Heating equipment, Cooling equipment, Fans, Stand-by air conditioners, Blowers, Heat exchangers, Cooling towers, Chillers, Pumps, Transformers, Generators, Cooling Towers, Package Units, Various HVAC equipment

BUILDING AUTOMATION SYSTEMS AND CONTROLS

A modern BAS offers the intelligence, ease of use, and mobility that facility operators need today to optimize your facilities' efficiency, and drive energy and operational savings. A BAS is an integrated network that monitors and controls disparate systems, equipment, and components within a building, such as HVAC, lighting, security, fire safety, and more. Our goal is to help Equalis Group/Region 10 ESC member's facility operators solve problems faster.

Under this contract we will offer Equalis Group/Region 10 ESC members the following products and services, in addition to any new BAS products and services that are added or changed during the term of the contract.

- Direct digital controls, Pneumatic control conversion, Manual valves to automatic valves, Control optimization, Control sequence review, Temperature monitoring and control, Economizer controls for free cooling, Set point adjustment, Carbon dioxide sensors, Air compressors, Lab flume hood control, Multi-system integration, Load shedding, Demand management, Staging / lead-lag, Optimum start / stop, In-room control systems, Occupancy controls, Sensors, Lighting controls, IAQ sensors

DIGITAL TECHNOLOGIES

Johnson Controls has developed OpenBlue, which is a complete suite of connected solutions that deliver impactful sustainability, new occupant experiences, and respectful safety and security to building operators. OpenBlue aims to enhance customer experiences, impact sustainability and provide safety. It also features a suite of tailored, AI-powered service solutions such as remote diagnostics, predictive maintenance, compliance monitoring, advanced risk assessments, and more.

Under this contract we will offer Equalis Group/Region 10 ESC members the following products and services, in addition to any new digital products and services that are added or changed during the term of the contract.

- OpenBlue Enterprise Manager - OpenBlue Enterprise Manager (OBEM) is a comprehensive suite of application modules to monitor and improve energy efficiency, tenant satisfaction, asset performance, maintenance operations, space performance, and the comfort and well-being of occupants.
- Energy Manager - automatically collects, analyses, and displays information for the selected configured physical meters and virtual meters located in a facility's operation.
- Utility Bill Manager - can include utility spend and usage data. With utility spend and usage data, users can access the invoice details by clicking on the account.
- Asset Manager - provides the connectivity to monitor, troubleshoot, and maintain configured equipment points to ensure that high CAPex assets are safe, dependable, and efficient over their operating life.

		▪ Service Manager - The OBEM Maintenance Management function provides dashboards to display information on work orders, service reports and maintenance KPIs. ▪ Net Zero Advisor and Net Zero Advisor Plus - Net Zero Advisor simplifies tracking and reporting for Overall Compliance, Greenhouse Gas Emissions, and Energy Monitoring. ▪ Equipment Performance Advisor and Advisor Plus - helps you resolve these issues and drive operational efficiency. You can identify, diagnose and prioritize equipment and system faults, allowing you to plan timely actions to fix issues. ▪ Report Builder - OBEM is capable of creating multiple types of reports. ▪ OpenBlue Enterprise Manager Central Utility Plant Optimization: monitors thousands of variables. CUPO automatically generates and implements optimization decisions. ▪ OpenBlue Plant Simulator - simulates hourly utility use and costs over a year. ▪ OpenBlue Healthy Buildings - Johnson Controls can help you streamline costs, improve safety, raise productivity and achieve sustainability goals, all while building healthy environments that serve people for years to come. ▪ Indoor Air Quality (IAQ) Solutions - include IAQ audits, disinfection, OpenBlue Indoor Air Quality as a Service (IAQaaS). ▪ OpenBlue Enterprise Manager Workplace Advisor – Space - Measure and understand building utilization to drive long-term real estate savings and improved building operations. ▪ OpenBlue Enterprise Manager Workplace Advisor – Indoor Air Quality - Measure, monitor and report indoor air quality to boost health and increase productivity. ▪ OpenBlue Enterprise Manager Critical Environments Advisor - Monitor temperature, pressure and humidity for operating theatres, labs, pharma freezers and other critical spaces automatically. ▪ Workplace Experience – Companion Connect teams, spaces and experiences to drive seamless building productivity. ▪ Workplace Experience Plus – Companion - Create a modern workplace of the future that enables the most engaging and productive environment for all occupants. ▪ OpenBlue Digital Twin - OpenBlue Digital Twin is a managed service for the enablement and mapping of smart, healthy buildings by creating a digital replica of assets, processes, people, places, systems, and devices. ▪ OpenBlue Location Based Services - provides critical dashboards for companies looking to understand how well social distancing is being practiced ▪ OpenBlue Tailored Services Suite - Highly tailored services for HVAC, fire protection, and security use data-driven insights to support better planning and decision-making, enhanced productivity, and optimized performance. ▪ OpenBlue Services - OpenBlue Services help you meet your operational, financial, and sustainability goals. ▪ OpenBlue Security Lifecycle Management - helps ensure your security devices are performing at their best. ▪ Chiller Performance Optimization - Data gathered from each chiller is analyzed to detect anomalies, allowing issues to be identified and addressed proactively, avoiding unplanned downtime, and minimizing impact to your operations. ▪ Optimizing BAS and Controls Performance - Use our OpenBlue platform and advanced analytics to optimize the efficiency of your system, and create healthier, more comfortable spaces. ▪ Fire and Life Safety: Improve fire- and life-safety system performance, reliability, management, and code compliance with advanced connected life-safety services ▪ Building Consultation via OpenBlue Enterprise Manager - provides insights to identify issues, faults, and opportunities for improved performance and operational savings. Powerful analytics root out energy-related problems 24x7. ▪ Central Chiller Plant Optimization - is an integrated approach that allows plants to reach and sustain optimal efficiency. ▪ Workplace Management - FM:Systems make workspaces smarter, like space-scenario planning, asset management and facilities maintenance, supported by security protocols, floor plan scenario modeling advanced workplace analytics capabilities.

LIGHTING SYSTEMS

Johnson Controls specializes in providing intelligent lighting solutions that meet and exceed expectations.

Under this contract we will offer Equalis Group/Region 10 ESC members the following products and services, in addition to any new lighting related products and services that are added or changed during the term of the contract.

- LED Lighting Retrofits, Interior Lighting:
- For linear fluorescent upgrades: New LED fixtures, LED retrofit kits, LED tubes.
- For CFL/INC/HID Upgrades: New LED fixtures, LED retrofit kits, LED re-lamps.
- For High Bay fixtures: New LED fixtures
- Exterior Lighting: For building mounted lighting: Wall packs, floods, canopy. For pole mounted lighting: area lights, streetlights, post top decorative, high mast
- Arena and stadium lighting, Intelligent lighting, connected lighting, intelligent street lighting, decorative lighting, safety lighting, disinfectant lighting, commercial lighting, scoreboards
- Lighting Controls
- Human-Centric Lighting (HCL)

MUNICIPAL SOLUTIONS

Johnson Controls helped expand outcome-based performance contracting to water utilities nearly 20 years ago and has implemented more than 150 water metering upgrade projects and 37 water and wastewater treatment plant upgrade projects. Our Water, Wastewater & Bioenergy team is a national center of excellence whose experts bring an average of 20 years of water utility experience and have backgrounds in engineering consulting, water meter studies, construction and program implementation, energy efficiency, and renewables. Our team delivers projects with a full suite of services: Design, Build, Finance, Operate, and/or Maintain.

Under this contract we will offer Equalis Group/Region 10 ESC members the following products and services, in addition to any new municipal solutions that are added or changed during the term of the contract.

Water Loss Reduction Programs:

- Comprehensive Water Meter Replacement Programs (Meter accuracy improvements, Meter typing & sizing upgrades), Meter reading system overhauls (Advanced Metering Infrastructure (AMI) technology – Full scale implementation, Automatic Meter Reading (AMR), Utility billing analysis, Customer web portals), Automatic leak detection systems, Data management for Water Meter Projects

Othe Utility Meter Solutions:

- Electric Meters, Utility billing analysis, Utility rate improvements, Meter consolidation, Electric power factor correction, Meter accuracy improvements, Meter typing & sizing upgrades, SCADA upgrades, controls and automation

Wastewater Treatment Plant Solutions:

- Aeration system improvements (diffusers, controls, blowers), Pump efficiency improvements, Digester and biogas utilization improvements, Solids handling improvements, Thermal energy solutions, Heat capture and recovery, SCADA integration and upgrades, Electrical efficiency improvement projects, including replacement of motors, VFDs, MCCs, and smart voltage monitoring, Wastewater lift pumps, Aeration system improvements (diffusers, controls, blowers), Digester gas to energy projects, Digester improvements, Digester process upgrades, Treatment plant process improvements, Combined Heat and Power, Renewable Natural Gas (RNG), Biogas conversion to Compressed Natural Gas for vehicle fueling, Landfill GCCS optimization studies, FOG receiving to boost biogas at WWTPs

Water Treatment/Distribution Energy Efficiency Solutions:

- Raw water pumping, High service pumps efficiency improvements and zone-based pressure control, Filter replacement

Other solutions:

- Rainwater Harvesting, Flood Control, Flood control systems, Flood monitoring systems, Integrated traffic control and monitoring systems, Landscaping/Soil Measures, Data Management for Water Meter Projects

Smart City Programs:

- Traffic analysis, Security Cameras, Proximity Sensors, Pedestrian Counters, Digital signage and speakers, Gunshot detection

BUILDING ENVELOPE SYSTEMS

Under this contract we will offer Equalis Group/Region 10 ESC members the following products and services, in addition to any new building envelope products and services that are added or changed during the term of the contract.

- Window and door multi-glazing, weather stripping, and caulking, Installation of storm windows and doors, Tinted window film, security window film, Energy efficient windows, Revolving doors, Air curtains Automatic door closers, Heat-absorbing and/or heat-reflective glazed and coated windows and doors, Roofing, Insulate building structure and systems, walls, floors, soffits, Caulk pipe penetrations, Seal ceiling to roof gap, Solar radiation reduction, Reflective coating to roof, Weatherproofing, Low Emissivity Ceilings

RENEWABLE TECHNOLOGIES AND SUSTAINABLE INFRASTRUCTURE

Johnson Controls is able to help Equalis Group/Region 10 ESC members develop solar, wind power, energy storage, geothermal, or biomass solutions. To date, we have been involved in more than 500 renewable energy projects. Our solutions have reduced carbon dioxide emissions by 17.4 million metric tons and generated savings of $7.5 billion since 2000. From small school districts to large cities – even our own corporate offices – Johnson Controls has vast experience with renewables.

Under this contract we will offer Equalis Group/Region 10 ESC members the following products and services, in addition to any new renewable technology products and services that are added or changed during the term of the contract.

Solar Photovoltaic Solutions:

- Ground-Mounted Solar PV arrays, Roof-Mounted Solar PV arrays, Parking structure Solar PV arrays, Canopy solar arrays, Floating Solar PV arrays, Solar Walls, Tracking and fixed systems, Solar daylighting, Solar thermal pool heating, Solar thermal domestic, water heating, Solar transpired walls

Fuel Cell Systems:

A fuel cell energy server is a distributed generation platform that provides always on power. The energy server can be personalized to deliver a combination of reliability and resiliency, sustainability, and cost predictability. It enables power needs to be met using a sustainable and clean power generation source. These systems can include natural gas, biogas, and hydrogen systems, Electrolyzes, Hydrides, Regulators and fittings, Sensors, Interconnect equipment, Transformers, Compressors, Absorber vessels, Controllers, Thermal Oxidizers, Condenser units, RNG conditioning.

Waste Heat Recovery:

Many of our projects make use of waste heat recovery technology. Waste heat in the form of hot exhaust gases, cooling water, and heat lost from hot equipment surfaces and heated products is produced mostly by fossil fuel combustion.

Biogas:

Johnson Controls offers biogas applications including, but not limited to:

- Landfill Gas

- Waste Water
- Urban Biogas
- Agricultural Biogas (biogas reclaimed from agricultural processes)
- Renewable Natural Gas

Energy Storage:
When paired with Solar PV systems, energy storage will reduce the kW demand, especially during on-peak time periods when the peak demand for the month typically occurs. It will also optimize your solar PV arrays by mitigating spikes in instantaneous demand (kW) caused by brief decreases in solar output (from passing clouds, etc.).

- Battery Power Stationary Storage
- Energy Storage System - In-Building
- Modular Container Distributed Energy Storage System
- Thermal Energy Storage Systems
- Ice Storage

Renewable Energy Supply Services:
Johnson Controls provides the capabilities and expertise in energy supply markets to help Equalis Group/Region 10 ESC members meet their energy and decarbonization need through Renewable Energy Supply Services. We will help you find the right choices that result in reliable, economic energy procurement. Our team of energy experts will work with you to evaluate your total energy requirements and implement a procurement plan that is tailored to the members' operation. Services include:

- Renewable Energy Advisory, Power Purchase Agreements (PPA), Virtual Power Purchase Agreements (vPPA), Renewable Energy Certificates, Renewable Natural Gas, Carbon Offsets, Renewable Finance, Development and Trading, Energy Supply (Budget) & Billing Management, Renewable Energy Certificates (REC) & Carbon Offsets, Retail Renewable Sleeve, Power Purchase Agreements & Virtual PPAs, Community Solar & Utility Green Tariffs, Electricity Procurement, Natural Gas Procurement

Other renewable technologies and sustainable infrastructure:

- Electric Vehicle Charging Stations, Microgrids, wind turbines, Sewer Heat Recovery, Sustainability and Decarbonization Advisory Services: Our advisory services include but are not limited to:
- Brand, Mission, Vision, Stakeholder engagement, Policy and Regulations Advisory
- Supply Chain consulting, Diversity, Equity, and Inclusion Policies and Best Practices, Corporate Social Responsibility, Carbon offsets strategy advising, Climate Risk Analysis – physical, transitional, financial, portfolio, Governance and Risk Management, Circular Economy

SUSTAINABILITY AND DECARBONIZATION ADVISORY SERVICES

ESG Advising and Planning Cultural and organization wide alignment, GHG Inventory (Scope 1,2,3) baseline., Decarbonization roadmap and strategy, ASHRAE Level 1, 2, 3 and IGA Audits, Financial assessment and solutions, Peer and market benchmarking and reporting, Master planning., Cost of carbon abatement (MACC), Clean energy strategy advising, Technology and data strategy to support reporting, SEC Reporting Advisor, ESG framework and standards consulting (CDP, GRI, TCFD) and reporting assistance, Goal Setting.

DISTRIBUTION SYSTEMS AND CENTRAL PLANTS

Johnson Controls is the largest, non-utility-owned provider of central plant projects in North America. We have implemented well over 1,000 energy and central plant projects – most of which included guaranteed savings and a financial solution.

- Central Utility Plants, Cogeneration/CHP Systems, Central heating and cooling plants, Central plant controls and optimizing operations, Chiller plant optimization, Chiller plant redesign, Chiller, boiler, cogeneration installation, Complete analysis of the loads and evaluating multiple design alternatives for best lifecycle cost, Distribution piping and connections, Heating system redesign and optimization, Reduce steam pressure, Steam pressure control, Steam to hot water system conversion, plate and frame heat exchangers, Steam trap retrofits
- Cogeneration/Combined Heat and Power Systems, Biomass and Biogas heating and cogeneration plant, Cogeneration/CHP systems
- Thermal energy storage systems, Variable volume pumping, Water side economizers (free cooling), onsite generation, backup power and demand response systems

ELECTRIC SYSTEM IMPROVEMENTS

Johnson Controls' electrical system solutions focus on energy conservation through the electrification, energy development and management, and storage of energy loads.

Under this contract we will offer Equalis Group/Region 10 ESC members the following products and services, in addition to any new electric system improvements that are added or changed during the term of the contract.

- Electrification to Support Green Energy Goals
- Energy efficient transformers, Heat recovery living units and rebalancing, Electric hot water boilers, Electric Steam Boiler, LED lighting retrofits, Medium voltage distribution units, Medium voltage standby generator systems, Electrical and Utility system upgrades required for renewable and electrical system interconnection, Electrical system upgrades required for electrification of heat, switchgear, code compliance upgrades, and any other electrical upgrade required to support the equipment installed.

WATER CONSERVATION

Under this contract we will offer Equalis Group/Region 10 ESC members the following products and services, in addition to any new water conservation products and services that are added or changed during the term of the contract.

- Retrofit flush valves, showerheads, faucets, toilets, automated water systems, Cooling tower retrofits, Ice machine upgrades, High efficiency domestic water heaters, Waste heat recovery, Leak detection, Utility bill analysis

FACILITY CONSTRUCTION:

Under this contract we will offer Equalis Group/Region 10 ESC members the following products and services, in addition to any new items that are added or changed during the term of the contract.

- Metal frame, Wood frame, Concrete, Concrete slab, Concrete block, Poured concrete, pre-cast concrete, Pile foundations, Brick, Stucco, Siding (Metal, fiber cement, vinyl, wood), Cladding, Roofing, electrical, plumbing, low-voltage, and other interior and exterior components of a functional building to make a complete and usable facility.

CONNECTED TECHNOLOGIES

Johnson Controls provides integrated control systems, security systems, fire-detection systems, equipment, and other Connected Technology integration services. These include:

- Audio-Visual, Data Cabling, LAN/WAN/Voice, Distributed Antenna Systems, Nurse Call Systems, Security Systems, HL7 Integrations

Under this contract we will offer Equalis Group/Region 10 ESC members these products and services, in addition to any new Connected Technologies products and services that are added or changed during the term of the contract.

SECURITY SYSTEMS

Under this contract we will offer Equalis Group/Region 10 ESC members the following products and services, in addition to any new security products and services that are added or changed during the term of the contract.

- 24/7 remote monitoring, Access control, Advanced video surveillance, Gunshot & Weapons detection solutions and integrations, Intrusion detection, Operational Intelligence & Loss Prevention, Cybersecurity Offerings, drone detection

FIRE, LIFE-SAFETY & HAZARD PROTECTION

Under this contract we will offer Equalis Group/Region 10 ESC members the following products and services, in addition to any new Fire, Life Safety, and Hazard protection products and services that are added or changed during the term of the contract.

- Fire alarm systems, Fire sprinkler systems, Fire suppression systems, Mass notification systems, Special hazard solutions, Extinguishers, Mass Notification, Fire Alarm 24/7 remote monitoring

SPECIALTY SYSTEMS

Under this contract we will offer Equalis Group/Region 10 ESC members the following products and services, in addition to any new specialty systems that are added or changed during the term of the contract.

- Laundry systems, Vending systems, Vending economizer systems, Kitchen ventilation, Kitchen hoods, Kitchen equipment and fuel conversion, High efficiency water heating and ice-making, Instantaneous hot water heating and removal of storage tanks, Waste heat recovery for dryers and chillers, Conversion of electric equipment to gas, Water savings measures for recreation, kitchen, and laundry, Ozonated laundry upgrades

Pool Systems and Recreational Spaces:

- Pool and recreational area water conservation, Pool and recreational space indoor air quality measures, Pool chlorine and chemical management, Pool covers, Pool dehumidification, Pool heating, Pool heat recovery, Pool area optimization, other pool systems, Pool ventilation, Ice plant systems, Ice plant heat recovery, Gymnasium ventilation, heating, and cooling

Additional Systems

- Back-up power, Laboratory fume hoods, Loading dock air curtains, Ceiling systems, Electrical power systems, Emergency generators, Turbine generators, Switch gear, Elevator modernization, Waste management, Waste compactors, Air and water balance, Power factor correction, Fleet management, Start-up and commissioning, High efficiency water heating, Instantaneous hot water heating and removal of large storage tanks, Waste heat recovery for dryers and kitchens, Conversion of electric kitchen equipment to gas, Water savings measures for kitchen and laundry, Ozonated laundry upgrades, Kitchen equipment, Dishwasher replacement, Walk-in coolers optimization, Exhaust system optimization, Kitchen design, Laundry systems

BUILDING SERVICES AND PARTS

Startup and Commissioning Services:

- Performance Testing Procedures, Equipment Operating Parameters, General Commissioning Schedule
- Warranty Walk-Through and Other Requirements
- Project Requirements and Design Intent

- Testing Certification Requirements
- Roles and Responsibilities

Recommissioning:
An RCx program ensures that the existing equipment in the building is operating at optimal efficiency. Over time, the occupancy of a building changes due to many factors, such as reconfigured spaces, new equipment, and changes in personnel levels. When these changes occur, the building's preconfigured systems and settings become out of date and ineffective.

Service and Maintenance:
Under this contract we will offer Equalis Group/Region 10 ESC members the following products and services, in addition to any new service and maintenance agreements that are added or changed during the term of the contract.

- All types of service and maintenance agreements, Preventive and predictive maintenance agreements (all coverage options from basic to premium) for all equipment and solutions that we provide, Repair services , 24/7 emergency service, Predictive and diagnostic services such as (but not limited to) Vibration Analysis, Oil Analysis, Refrigerant Analysis, Replacement parts, Design and construction services, Refrigerant compliance reporting, Connected services, Remote Operations Center (ROC) agreements, Remote monitoring of alarms, Special 24/7 emergency service

Parts:

There are a few options for parts programs that can be discussed:

- Standard Program – All parts are provided locally through our 250 + YORK distributors and branches.
- National Account Factory Direct Parts – Parts can be provided direct from our factory.
- Online Self-Service Parts Ordering Tool

Johnson Controls will work directly with Equalis Group/Region 10 ESC members to establish definitions between critical and non-critical spare parts in order to ensure we have the critical parts ready for immediate shipment and installation at a specific location should they not be on hand at a local branch. These discussions will help to establish costs associated with the provision of spare parts. For instance, if the part is seen as a staple to ensure ongoing operation of our equipment and is included within the Planned Service Agreement, that part will then be included in the PSA contract cost.

SITE SURVEYS AND ENERGY AUDITS

Johnson Controls provides site surveys and energy audits for any type of facility or campus.

- All types of building and site surveys and audits, Comprehensive building surveys, Energy audits, Building audits, Utility audits, Investment Grade Audits (various ASHRAE levels), Equipment condition reports, Security infrastructure surveys, Technology infrastructure surveys, Building to business systems integration assessments, Facility optimization

A comprehensive building survey encompasses the following activities:

- General Survey, Lighting Survey, HVAC Systems Survey, Equipment Metering/Performance Survey, Controls Survey, Automation System Survey, Chilled Water System Survey, Heating Plant Survey, Water/Sewer Usage Survey, Renewable Energy Survey, Security System Survey, Financial Survey, Review Master Plans for Additions/Renovation

ALTERNATIVE FUNDING TEAM

We have an in-house Grant Services team positioned to help (writing and submitting and reporting) with grant funders to gain additional funding and successfully apply for the appropriate funds. Our team will identify and help apply for applicable grants, rebates, and incentives so you can make more improvements to your facilities and infrastructure, reduce total cash outlay, and

realize more significant savings. We will support the application process with applicable grant funders and help with writing up and securing funding from available sources.

AWARENESS PROGRAMS

Johnson Controls has experience developing and delivering Awareness programs to promote the benefits of the measures and technologies installed. Awareness campaigns can instill personnel, partners, and the larger community with acceptance and excitement for the project and help encourage energy efficiency practices in general.

Awareness can include the generation of media coverage, in-person presence and engagement, the development of project websites, project videos, informational electronic kiosks, and digital and information campaigns.

ESPC SOLUTIONS

Johnson Controls can provide end-to-end management solutions and services for every phase and aspect of the ESPC solution. We are also aware that there are situations where a customer may require equipment or product-only solutions in cases where they may have in-house capabilities to install the required ECMs and operate aspects of the program on their own. In these somewhat rare case, Johnson Controls is prepared to provide these Equalis Group/Region 10 ESC members with the products and services they may need as they are needed via an a la carte solution offering.

JOB ORDER CONTRACTING

Johnson Controls delivers a robust and efficient solution for facility upgrades through its Job Order Contracting (JOC) services. This procurement method is designed to simplify and accelerate construction, renovation, repair, and maintenance projects by operating under a pre-established contract framework. It eliminates the need for repetitive bidding, allowing organizations to initiate and complete projects more swiftly and with greater confidence.

At the heart of Johnson Controls' JOC offerings is a commitment to comprehensive facility services. These include the renovation and repair of critical building systems such as HVAC, electrical, plumbing, and mechanical infrastructure. The company also specializes in energy-efficiency enhancements, including LED lighting retrofits and the integration of advanced building automation systems—ensuring that facilities not only perform optimally but also operate sustainably.

The procurement process itself is streamlined through pre-negotiated contracts, which significantly reduce administrative overhead and enable faster project mobilization. This is particularly beneficial for organizations facing urgent or recurring facility needs. Johnson Controls supports these efforts with turnkey construction management, overseeing every phase from design through execution. Our network of vetted subcontractors and suppliers ensures quality and reliability throughout the project lifecycle.

Financial transparency and control are central to the JOC model. Johnson Controls employs standardized pricing and cost estimation tools, providing clients with predictable budgets and timelines. This clarity fosters trust and facilitates better planning and resource allocation.

Sustainability is another cornerstone of our JOC approach. By integrating energy-efficient technologies, Johnson Controls can helps members reduce operational costs and minimize their carbon footprint. These efforts also support broader green building initiatives and certifications, aligning with environmental goals and regulatory standards.

Importantly, the JOC framework is highly scalable. Whether addressing minor repairs or undertaking large-scale renovations, Johnson Controls tailors its contracts to meet the specific needs of each customer. This flexibility makes JOC an ideal solution for a wide range of organizations, including government agencies, healthcare facilities, educational institutions, and commercial or industrial buildings.

		In essence, Johnson Controls' JOC services empower clients to save time, enhance operational efficiency, and elevate facility performance—all while maintaining the highest standards of quality and sustainability. Each of our ESPC solutions are purpose-built based on the unique needs of each Equalis Group/Region 10 ESC member as we understand that a one size fits all approach is never the best past to success. As it pertains to our overall approach to ESPC projects, Johnson Controls' Sustainable Infrastructure team focuses on each phase of the project with equal attention to detail as we believe that end-to-end project management is the solution that brings the greatest level of success, return on investment, and greatest value.
	Outline how your products and services compare to those of your competitors.	Our capacity to integrate a wide range of services into a cohesive, tailored value proposition for our customers truly differentiates us from our competitors. We have invested millions of dollars to create a robust operational, financial, and technical infrastructure critical when managing large, widely distributed, and divergent sets of properties that constitute customer portfolios. Johnson Controls offers the largest portfolio of HVAC equipment and controls in the world. We create more comfortable, healthy, and sustainable building environments by providing our customers with proactive solutions that integrate today's innovation and technology for heating and air conditioning systems. Our industry-leading systems deliver indoor comfort and operational savings as well as sustainable solutions that benefit Equalis Group/Region 10 ESC members and their facilities. Our broad set of innovative HVAC and smart building products and services focuses on what your members need to ensure peak facility operability, reduce utility usage, increase facility efficiency, drive cost savings, and provide a safe, comfortable, and safe environment for all those who enter member facilities. Our HVAC solutions include: • **Total Climate Control:** From heating to cooling, air handling to controls, our HVAC solutions can provide measurably clean air. We provide end-to-end indoor climate control systems that create comfortable and manageable environments for a building's occupants and stored goods. • **Predictive and Diagnostic Services:** We can begin managing seismic-related problems before they even happen. Rather than reacting to damage caused by issues such as excessive noise and machine vibration, we have solutions that can detect structure-related issues before the damage occurs. By implanting the right equipment and controls for your buildings, you will increase the productivity, safety, quality, and comfort of your entire operation. • **Planned and Preventative Maintenance:** We offer a variety of customized planned maintenance programs to support HVAC systems. Our tailored solutions deliver smooth, uninterrupted operations that reduce overhead costs, prevent unexpected downtime, and increase efficiency. Our factory-trained and specialized technicians offer scheduled maintenance services to create safer, more productive environments for your building's occupants. • **Building System and HVAC Repairs:** When an issue occurs, our experienced, safety-minded technicians will arrive promptly to get your facilities back online and running optimally. • **Remote Building Management:** The Johnson Controls Remote Operations Center provides a dedicated team of certified building management professionals who monitor building operations, including HVAC systems. With 24/7 surveillance, any facility issues that may arise can be managed before they impact any occupants or operations. Our highly skilled operators assure correct prioritization and alarm response, manage insurance compliance, and keep records of activity. • **Sustainability and Decarbonization Solutions:** The race to decarbonization is under way, and Johnson Controls is in the lead. By investing in our HVAC systems and solutions, your company can join the race and help create a more sustainable operation while also reducing your carbon footprint. Cleaner air means healthier people. Healthier people mean more productivity. It's a win-win for everyone involved. **Smart Connected Chillers**

A chiller is one of the most critical pieces of equipment in your facility. It is responsible for your building occupants' comfort and can affect their productivity if it's not working well. Plus, your chiller can account for as much as half the energy used in your building. What if you could predict when your chiller will go down, or when it's running at less-than-optimal performance, resulting in unexpected costs? How much time and money could you save by correcting issues with your chillers in hours instead of days? Our Smart Connected Chiller offering is a great way to drive efficiency in new and existing chillers, using connected technologies to generate additional operational savings from already efficient equipment. We can connect replacement chillers as well as any current chiller to help you mitigate typical challenges such as emergency repairs and failing systems, that cost facilities owners precious dollars of capital expense.

Equalis Group/Region 10 ESC members can realize significant cost savings and reduced downtime through our innovative Connected Chiller program. Through a secure connection, we continuously send all of the chiller's data to a high-security, cloud-based dashboard. Historical data is examined and analyzed to diagnose and troubleshoot machine problems, observe long term trends, and to investigate events leading up to a failure. Using a controller and either an internet or cellular connection, your chillers are connected to our Remote Operations Center (ROC) where we monitor it 24/7/365 for alarms, faults and its overall health. Gone are the days when we wait for your call after you realize there is a problem. If the Smart Connected Chiller detects something of concern, the ROC alerts our local technicians, who can then quickly check the chiller's operating data through an iPhone app and arrive at your location fully prepared to address the issue, saving you both time and money. Remote diagnostics and analysis can account for a **66% reduction** in unplanned/emergency repairs.

Additionally, Equalis Group/Region 10 ESC members can pull chiller health, trend and onboard diagnostics reports for whenever the chiller has been online. The system collects status-related data such as warnings, cycling and safety fault codes. Advanced algorithms use operational data to detect problems such as condenser or evaporator tube fouling, low refrigerant charge, drops in lube oil pressure and much more. This more strategic approach to maintenance can help your facilities personnel make decisions about future asset purchases, repairs, efficiency upgrades and renewals.

Number of employees and amount of business conducted in the last 5 years
Johnson Controls employs approximately 105,000 professionals worldwide, with over 42,000 employees (all full-time equivalents) within North America. Our total revenue over the past five years is $111.7 billion. In Fiscal Year 2024, more than 70% of our Global Products sales were devoted to HVAC-related equipment.

Local Resources
Although we are a global company with a large North American footprint, we understand the importance of having a local presence in the communities we serve. That is why we have more than 160 branch offices in communities throughout North America. This local presence allows us to provide local decision-making authority and respond to the needs of customers in a timely manner.

Our 8,300 front-line service providers support more than 18,000 current maintenance contracts in North America. Additionally, we have performed Planned Service Agreements, operations and maintenance, and labor and materials work for over 26,500 customers at greater than 52,000 sites in North America. Extensive resources enable our branches to provide fast response times and 24/7 coverage through local and toll-free service contact numbers.

Our extensive branch network is 100% company owned and operated. Full ownership of our branches benefits our customers by providing:

- *Consistent* processes and procedures
- *Consistent* service standards
- *Consistent* on-time delivery
- *Consistent* pricing and training
- *Consistent* long-term support and resources

Our branch network provides you with a local source of highly skilled and trained technicians, project managers, and engineers to develop flexible service solutions that reduce operational costs and improve the environmental conditions of your facilities.

Because our service team offers a greater level of building knowledge, facility equipment expertise, and resources, we are able to develop a customized, scalable, service approach for any facility. We embrace innovative approaches to technology and continually invest in new innovative strategies that leverage technology to lower the cost of service and increase value. These investments by Johnson Controls result in increased value and savings.

We deliver unparalleled original equipment manufacturer (OEM) service support for our industry-leading YORK chillers and Metasys building management system, as well as the expertise to service **any competitive brand** of equipment, including chillers, boilers, HVAC mechanical equipment, and controls systems. Our service branches are certified to service a wide range of facility infrastructures including:

- Building automation control systems
- Boilers and associated heating systems
- Air handling equipment & large fans
- Packaged rooftop units and unitary heat/cooling equipment
- Digital control equipment
- Hydronic equipment including pumps and cooling towers
- Pneumatic air systems (control and process)
- Low and high voltage electrical systems
- Chiller and refrigeration equipment
- Automated meter reading systems and equipment

Efficient and Agnostic Procurement
As a global energy service provider, we have projects currently taking place all over the world. Our centralized procurement team provides us with national contracts whereby we can get the best delivery dates, priority warranty support and volume pricing. This all translates to the best pricing and reduction in risk for the members. While Johnson Controls may have rival products to those already installed throughout the facilities, our goal is to ensure our projects deliver maximum value to the customer – not Johnson Controls.

Issue Resolution
As noted earlier within this proposal, we believe that good communication means good business. The project manager for each project serves as the primary client liaison throughout the entire construction project planning and implementation process. In this capacity, the project executive coordinates weekly construction team meetings with designated Equalis Group/Region 10 ESC member team members to ensure open lines of communication and expedient problem resolution. Every project comes with its challenges – and Johnson Controls has the tools, knowledge, and skills necessary to resolve any such issues to ensure timely completion.

Fit for the Project
We are the best fit to meet the needs of each Equalis Group/Region 10 ESC member. Our entire organization is structured and equipped to deliver recommendations and solutions targeted to address member goals and objectives.

Johnson Controls' fit for the Equalis Group/Region 10 member ESC HVAC projects relates directly to the opportunities and challenges of each member project. There is no underestimating the complexity and sensitivity of these projects. With the primary objective of this project being efficient upgrades to mission critical infrastructure, Johnson Controls offers the most

		comprehensive set of capabilities to each member. Looking at the complex requirements viewed against what Johnson Controls offers, we believe Equalis Group/Region 10 ESC will see the advantages of selecting our company. But above all else we leave you with this foundational promise: *"Johnson Controls' mission is to provide a full range of systems and digital solutions, to make your buildings smarter. A smarter building is safer, more comfortable, more efficient, and, ultimately, more sustainable. Most important, smarter buildings let you focus more intensely on your unique mission. Better for your people. Better for your bottom line. Better for the planet*." **Flexibility and Consistency** Equalis Group/Region 10 ESC members benefit from our established and uniform development and implementation approaches that provide a consistent level of service and expedited delivery. We will apply the same management approach at a small-town school district as we will for a world-renowned University or large state customer with highly dispersed facilities. This ensures that each project meets our standards of quality, safety, and maximum return on investment for our customers. With the large number of resources available to our teams, we are able to provide projects with additional staff to meet aggressive deadlines. Additionally, our ability to streamline the development, procurement, and implementation processes ensures faster upgrades of facilities so our customers will realize savings sooner. **Lowest Price vs. Best Value** Having the lowest price is not always the best value. Johnson Controls has witnessed competitors install inferior equipment, poor lifecycle equipment, and equipment with higher operational cost in other customer buildings only to have that customer pay higher long-term costs. Johnson Controls can provide examples of how we have saved our customers money in developing a lifecycle cost analysis and through developing innovative solutions, leveraging our decades of expertise and global presence.
	Highlight any experience with renewable energy integration and energy storage systems.	As noted earlier within our response, our renewable energy team has the capability to evaluate, design, and develop a diverse array of renewable energy technologies, such as solar, wind, biomass, landfill gas, and geothermal. We have made a significant investment in expert resources to develop this critical technology in our energy projects. Renewable technologies are a popular way to add resiliency and sustainability to facilities and campuses. In addition to being a great method for decarbonizing facilities, it also helps protect facilities during long-term power outages and provides savings in an environment where electricity costs can fluctuate. Johnson Controls has extensive experience in renewable energy integration and energy storage systems, leveraging its expertise in building efficiency, automation, and sustainable solutions. **Renewable Energy Integration** • **Building Management Systems (BMS):** Johnson Controls integrates renewable energy sources like solar and wind into building operations using advanced BMS platforms such as **Metasys** and **OpenBlue**. These systems optimize energy use, enabling seamless integration with on-site renewable energy generation. • **Smart Energy Optimization:** Through advanced analytics and automation, Johnson Controls enhances the efficiency of renewable energy systems by balancing energy supply and demand in real time. • **Microgrid Solutions:** We support the development of microgrids, enabling decentralized energy systems that incorporate renewable energy sources for greater resilience and reliability. **Energy Storage Systems** • **Battery Energy Storage:** Johnson Controls develops solutions for integrating battery energy storage systems (BESS) with building infrastructure. These systems store excess renewable energy for later use, improving energy reliability and reducing dependence on fossil fuels.

		• **Thermal Energy Storage:** We specialize in technologies like ice thermal storage, which store cooling energy during off-peak hours for use during peak demand, enhancing energy efficiency in HVAC systems. • **Energy Storage Control Systems:** We provide intelligent control systems that optimize the performance and lifecycle of energy storage units, ensuring maximum return on investment. **Key Projects and Initiatives** • **OpenBlue Clean Energy Solutions:** Our OpenBlue platform is designed to enhance energy efficiency, integrate renewable energy, and provide insights into cleaner and more sustainable operations. • **Sustainable Infrastructure Projects:** Johnson Controls has partnered with various organizations globally to deploy renewable energy and storage solutions in commercial buildings, campuses, and industrial facilities, helping clients achieve their sustainability goals. **Commitment to Sustainability** • We are committed to reducing carbon emissions across its operations and customer facilities, aligning with global sustainability goals like the **Paris Agreement**. • As part of its leadership in sustainability, Johnson Controls actively promotes energy storage as a critical enabler for achieving net-zero emissions and supporting renewable energy adoption. Johnson Controls continues to innovate in renewable energy and energy storage systems, ensuring its solutions remain at the forefront of sustainable building technologies.
	Outline capabilities for integrating legacy systems with updated technologies.	Johnson Controls provides the widest spectrum of innovative products, expert installation and services, and systems integration to help improve operational and energy outcomes for clients worldwide. We create more comfortable, healthy, and sustainable building environments by providing our customers with proactive solutions that integrate today's innovation and technology for heating and air conditioning systems. We have extensive experience servicing and integrating with equipment and systems from other companies. This experience helps us evaluate each Equalis Group/Region 10 ESC member's system and provide them with research on different types of manufacturers and equipment to allow them to make the best decision for their buildings. Our ability to function as a vendor neutral provider enables our team to provide the solution that makes the most sense from a financial and efficiency viewpoint. Our negotiated agreements allow us to deliver lower cost products for your project and leverage your existing investments in energy efficiency wherever possible. Johnson Controls has extensive experience and capabilities for integrating legacy systems with updated technologies, enabling seamless transitions while optimizing existing infrastructure. These capabilities are rooted in expertise across building automation, controls, and digital transformation. Key aspects of our approach to integration focus on: **Open Architecture and Interoperability** • Our solutions are designed with open protocols (such as BACnet, Modbus, and LonWorks), enabling integration with legacy systems regardless of manufacturer. • The use of open standards ensures compatibility between older and newer technologies, reducing the need for complete system replacement. **Cloud-Based Platforms** • Platforms like **OpenBlue** provide a centralized, cloud-based environment for managing legacy systems alongside modern IoT-enabled devices. • OpenBlue bridges the gap between existing infrastructure and cutting-edge technologies, offering real-time data analysis, remote monitoring, and predictive maintenance.

Retrofit Solutions

- Johnson Controls offers retrofit options to upgrade legacy systems, such as replacing outdated controllers, sensors, or actuators while retaining core infrastructure.
- This approach minimizes disruption and capital expenditure while enhancing system performance and energy efficiency.

Edge and IoT Integration

- Johnson Controls leverages IoT and edge computing to connect legacy systems to modern platforms, enabling advanced functionalities like analytics, AI-driven insights, and automation.
- Legacy assets can be integrated into IoT ecosystems to improve operational visibility and efficiency.

Custom Engineering and Consulting Services

- We provide tailored solutions based on specific customer needs, including system audits, roadmap development, and integration strategies.
- Engineering teams work closely with clients to ensure smooth integration with minimal downtime.

Cybersecurity Enhancements

- Legacy systems often lack robust cybersecurity features. Johnson Controls integrates updated security protocols into connected systems, ensuring compliance and protection against modern threats.

Energy Optimization

- Our energy management solutions can retrofit legacy systems to operate more efficiently by integrating them with advanced energy monitoring and optimization tools.

Scalable Solutions

- Johnson Controls designs scalable systems that allow customers to modernize incrementally, avoiding full system replacements and enabling gradual upgrades.

Examples of Integration Capabilities:

- Upgrading legacy HVAC systems with smart controls.
- Integrating older building management systems (BMS) into OpenBlue for advanced analytics and automation.
- Connecting legacy fire and security systems with modern monitoring solutions.

By combining domain expertise, advanced technologies, and a customer-centric approach, Johnson Controls ensures that legacy systems can be effectively integrated with updated technologies, providing cost-effective modernization while maximizing system longevity.

Johnson Controls' Ability to Integrate with Existing Legacy Systems

Metasys Building Automation System

With over 30 years of proven performance, Metasys helps control lighting, security, access control, energy management, HVAC, and other monitored systems such as intra-building transportation. We have installed Metasys systems in major buildings throughout the world as documented in numerous case studies on our web site. We embrace open systems fully and have solutions across all major protocols. This ensures that our system integrates with controls and equipment from other vendors.

		Johnson Controls designed Metasys to integrate seamlessly with various building systems and devices, enabling interoperability and flexibility. Here are some key points regarding third-party compatibility: **Industry Standards** • Metasys supports open protocols such as **BACnet**, **LonWorks**, **Modbus**, and **N2**, which are commonly used by third-party systems. • This ensures that Metasys can communicate with a wide range of devices and systems, including HVAC, lighting, security, and fire safety systems. **Third-Party Integration Options** • Metasys can interface with third-party controllers, sensors, and equipment that use open or proprietary protocols. • Integration may require additional hardware or software modules, such as protocol converters or integration drivers. **Custom Integration** • For systems that don't natively support open protocols, custom integrations can be developed to enable compatibility. • Johnson Controls provides tools like the **Metasys System Integration Services** to help with complex integrations. **Certification and Compliance** • Many third-party devices are certified to work with Metasys, especially those adhering to BACnet standards. **Examples of Compatible Products** • Third-party HVAC equipment (e.g., chillers, boilers, air handlers). • Lighting control systems. • Access control and security systems. • Energy meters and sensors. For more than a quarter century, the Metasys building automation system has delivered consistent results to meet even the most complex building management needs. Metasys delivers more unified building management, providing facility personnel with smarter building automation, faster responses to critical alarms, and integrations with fire detection, security, and lighting systems — all with visibility from a single common interface. Metasys can support up to 800 IP devices directly integrated with the ADS and ADX servers across a wide range of IP protocols, including but not limited to BACnet/IP, BACnet/SC and ModBus TCP. This can extend system scale without the need for an additional engine. The flattened architecture increases the efficiency of communication between devices and provides architectural flexibility for both existing site retrofits, along with new installations. This level of flexibility makes it possible to deploy the most suitable physical system architecture at each site, which can also simplify network management, accelerate data transmission and minimize costs. We have provided and installed Metasys controls systems in the world's largest facilities. More than 10,000 Metasys systems operate in buildings large and small throughout the world. These include the Empire State Building in Manhattan, where we integrated the Johnson Controls Metasys BAS to monitor and optimize HVAC, lighting, and other building systems. At the Willis Tower in Chicago, we installed a BAS system for the new podium addition, replaced, and upgraded many parts to their current BAS system, and enhanced the comfort and safety standards for the building's tenants, employees, and visitors. At the Hudson Yards Tower C in Manhattan, we created a truly intelligent, converged enterprise campus. That vision started with the BAS (Metasys) becoming the hub of the entire enterprise.

OpenBlue

Johnson Controls provides integrated control systems, security systems, fire-detection systems, equipment, and other Connected Technology integration services. We are a leader in connected technologies, routinely installing and servicing connected equipment for clients worldwide. We are taking “Smart Buildings” to the next level with our OpenBlue Technology that is a complete suite of connected solutions that deliver impactful sustainability, healthy living experiences, and increased safety and security with our cutting-edge technology. It features an AI-powered solution that includes remote diagnostics, predictive maintenance, compliance monitoring, advanced risk assessments, and more, all focused on enhancing interior environments. These include:

- Audio-Visual
- Data Cabling
- LAN/WAN/Voice
- Distributed Antenna Systems
- Nurse Call Systems
- Security Systems
- HL7 Integrations

Like Metasys, OpenBlue is designed to be compatible with third-party products. It is built on open architecture principles to ensure seamless integration with a wide range of systems, devices, and solutions from other manufacturers. This interoperability allows OpenBlue to work alongside existing infrastructure and enhances its ability to deliver connected, intelligent building solutions.

Key Features Supporting Compatibility:

- **Open APIs**: OpenBlue provides application programming interfaces (APIs) that facilitate integration with third-party systems.
- **IoT Connectivity**: It supports IoT devices and platforms, enabling data exchange across a diverse ecosystem.
- **Industry Standards**: OpenBlue adheres to widely accepted industry protocols and standards, such as BACnet, Modbus, and MQTT, to ensure compatibility.
- **Scalability**: OpenBlue can adapt to different environments, whether integrating with legacy systems or modern smart technologies.

OpenBlue Enterprise Manager

OpenBlue Enterprise Manager (OBEM) is a comprehensive suite of application modules to monitor and improve energy efficiency, tenant satisfaction, asset performance, maintenance operations, space performance, and the comfort and well-being of occupants. OBEM integrates with the existing BAS and other facility management systems to proactively analyze energy, assets, space, and occupant data. It provides a “single pane of glass” enterprise-wide management platform, identifying issues and faults, and highlighting opportunities for improved performance, operational savings, and better building experiences. This smart facility management solution can identify, diagnose, and prioritize equipment problems allowing you to plan timely actions to fix any issues. It will continually measure and monitor the performance and utilization of those assets and identify risks and opportunities for greater efficiency. OBEM and its various modules measures, monitors, and reports on the performance of buildings.

Workplace Management

Workplace management technology is a key enabler in terms of improving operational efficiency, creating safer, healthier and smarter buildings, and supporting sustainability goals. This innovative software product offers a range of solutions to make workspaces smarter, like space-scenario planning, asset management and facilities maintenance, supported by security protocols, floor plan scenario modeling, bi-direction integration with AutoCAD and Revit models, and advanced workplace analytics capabilities. Improving the experience of everyone inside the building from visitors to occupants to building managers, its powerful sensors and analytics can

help portfolio managers optimize space, realize greater cost savings, and help manage and report on indoor air and other environmental data in facilities as diverse as commercial real estate, hospitals, universities, and government buildings.

Workplace Experience Plus - Companion
Create a modern workplace of the future that enables the most engaging and productive environment for all occupants. Easy and frictionless integration with real estate and amenities to maximize occupant satisfaction. Workplace Experience Plus – Companion is a scalable solution, available in international languages and custom branding, which assists companies in driving smart campus and occupant experiences. Available on mobile devices, desktop and kiosk platforms, it aims to deliver powerful insights into space use and energy consumption, while improving occupant productivity and satisfaction. It also integrates seamlessly with building systems and technologies, allowing for better control, monitoring and management of lighting, security and HVAC.

Central Chiller Plant Optimization
Central Chiller Plant Optimization (CCPO) is an integrated approach that allows plants to reach and sustain optimal efficiency. It optimizes a plant's performance, so it works as a single, integrated system that can achieve your efficiency goals. CCPO minimizes lifecycle costs and greenhouse-gas emissions, achieves 15- to 30-percent savings on central plant energy and water costs, and uses a model predictive control technique that can be applied to any automation system with low start-up cost.

Johnson Controls' Vendor Neutral Approach Creates the Ability to Integrate with Third Party Systems
While we manufacture award-winning York HVAC equipment, we are a **vendor neutral** ESCO with negotiated agreements with all major suppliers. We have extensive experience servicing and integrating with equipment and systems from other companies. This experience helps us evaluate your HVAC systems and provide you with research on different types of manufacturers and equipment to allow you to make the best decision for your buildings.

Another critical part of the design and integration step is utilizing the Johnson Controls Integration Testing Lab (iHub). We maintain a vendor neutral approach that allows us to provide best in class solutions without limitation. Given the quick rate at which technology changes, we test new integrations before implementing them onsite. This capability is key to our approach and mitigates performance and delay risk.

We require our technology partners (as necessary) to participate and provide equipment and services for a **designated test lab at the customer site**. The purpose is to test the integrations between technology partners as well as with existing customer systems and technologies. Typical lab room setup includes adequate power, HVAC, lighting, and network connectivity (wired and wireless).

Security and Fire Protection System Integration
We offer a broad spectrum of security and fire protection technologies and services designed to provide safe, comfortable, and efficient facilities. Our ability to install and integrate the systems that are essential to you results in lower first costs, as well as operational efficiencies. Our security and fire detection solutions encompass protection of people, assets, physical property, and intellectual property.

Johnson Controls has made the necessary investments in resources and people to be able to successfully integrate multiple security systems and building technologies, which allow customers to build upon their existing infrastructure and technology – and prepare for future needs. Design, planning, and maintaining buildings are all accomplished with Johnson Controls serving as the single point of responsibility for the design, installation, commissioning, optimization, and even long-term operation of all fire and security systems.

- 24/7 remote monitoring
- Access control systems

- CCTV
- Advanced video surveillance
- Gunshot & Weapons detection solutions and integrations
- Intrusion detection
- Drone detection

Like Metasys and OpenBlue, Johnson Controls' security and fire protection solutions are designed to integrate with older SimplexGrinnell as well as third-party products. Many of these systems are built with open protocols and modular architectures that allow interoperability with previously released Simplex Grinnell as well as other manufacturers' devices and systems. This flexibility ensures that customers can create tailored solutions that meet their specific needs while leveraging existing infrastructure.

Security Systems Integration:

- **Access Control**: Johnson Controls' access control systems (e.g., **C•CURE 9000**) can integrate with all SimplexGrinnell and other third-party hardware like card readers, biometric scanners, and video surveillance systems.
- **Video Management**: Systems such as exacqVision support integration with third-party IP cameras and analytics software.
- **Open Protocols**: Many security systems utilize industry-standard protocols (e.g., ONVIF for video devices) to ensure compatibility with all SimplexGrinnell and virtually any non-Johnson Controls products.

Fire Systems Integration:

- **Addressable Fire Panels**: Johnson Controls' fire alarm systems (e.g., Autocall and Simplex panels) can interface with other building management systems (BMS) using open protocols like BACnet or Modbus.
- **Notification Devices**: Fire alarm panels can integrate with all SimplexGrinnell as well as virtually all third-party notification appliances (e.g., strobes and horns) as long as they meet compatibility standards.
- **Monitoring Systems**: Fire systems can be connected with SimplexGrinnell or third-party monitoring or reporting platforms to enhance building safety.

Benefits of Integration:

- **Unified Management**: Johnson Controls' systems can be integrated into platforms like **OpenBlue** for centralized monitoring and control.
- **Cost Efficiency**: Customers can use existing devices, reducing the need for complete system replacement.
- **Enhanced Functionality**: Integration enables advanced capabilities, such as combining fire detection with security monitoring for a more comprehensive solution.

Lighting Controls

By implementing networked controls, Equalis Group/Region 10 ESC members will be able to implement lighting asset management and analytics features. In addition to making spaces easier to reconfigure, networked lighting also enables greater savings, automatic color tuning, and personal environment management. If controls are added while switching from fluorescent to LED, the project can realize additional energy savings.

- **Building Automation System Integration**: When your networked controls are integrated into your Building Automation System, you enable centralized scheduling, greater control of your lighting which provides greater savings, and the ability to let the lighting interact with other building systems.

		▪ **Business Optimization**: Implementing advanced digital sensors enables you to use asset and people tracking technology with Bluetooth tags on equipment, enable intelligent space utilization, heat mapping, and support your personnel with greater safety and security features. ▪ Room based controls: occupancy sensors, Photocell sensors ▪ Stand-alone Networked controls ▪ Integrated Networked controls with BAS ▪ Smart City controls **Smart City Programs** Johnson Controls has developed a smarter way to implement smart city programs using a proven, repeatable technology implementation process based on our expertise from more than a decade of integrating building, business/IT, and specialty systems. It often begins with a connected streetlight system for better visual acuity while significantly reducing energy and operational costs. A Johnson Controls lighting system offers an intelligent, adaptable, and future ready solution that can then be connected to other systems highlighted below that provide a wealth of new municipal services needed for a world class capital city. Solutions include: ▪ Traffic analysis ▪ Security Cameras ▪ Proximity Sensors ▪ Pedestrian Counters ▪ Digital signage and speakers ▪ Gunshot detection
	Outline energy efficiency/savings opportunities and solutions that result from the offered products and services.	Johnson Controls stands at the forefront of energy-efficient innovation, offering a comprehensive suite of HVAC products, services, and solutions that empower customers to reduce energy consumption while driving measurable cost savings. At the heart of this capability is a commitment to high-performance systems that adapt intelligently to real-world demands. Our HVAC equipment—ranging from chillers and air handlers to heat pumps and rooftop units—is engineered for efficiency. These systems incorporate variable-speed compressors, motors, and drives that dynamically adjust output based on actual demand, ensuring energy is never wasted. Beyond hardware, Johnson Controls integrates smart building technologies like Metasys and OpenBlue. These platforms unify HVAC, lighting, and other systems into a cohesive network that leverages advanced analytics and machine learning. Through real-time monitoring and predictive maintenance, buildings operate only when needed, eliminating unnecessary energy use and uncovering hidden inefficiencies. Johnson Controls also addresses peak energy challenges with innovative demand management solutions. Our technologies enable buildings to respond to grid stress by modulating energy use during high-demand periods. Energy storage systems further enhance this capability, storing surplus energy for strategic deployment when utility costs spike. For facilities with aging infrastructure, Johnson Controls offers retrofit and upgrade options that breathe new life into existing systems. By enhancing controls or integrating energy-efficient components like variable frequency drives, Equalis Group/Region 10 ESC members can achieve significant energy reductions without the expense of full system replacement. Their energy optimization services begin with thorough audits and performance assessments, revealing opportunities to right-size systems and fine-tune airflow. These insights translate into actionable strategies that lower energy consumption and operational costs.

		Sustainability is also central to Johnson Controls' approach. By integrating renewable energy sources such as solar power into HVAC operations, Equalis Group/Region 10 ESC members reduce reliance on non-renewables and align with green building standards like LEED. Many of their products are designed to meet these certifications, helping organizations meet their environmental goals. Importantly, Johnson Controls designs systems with lifecycle cost reduction in mind. Predictive maintenance tools minimize downtime and repair expenses, while long-term energy efficiency ensures that savings continue to accrue over time. Recognizing that each industry has unique needs, Johnson Controls delivers tailored HVAC solutions for sectors such as healthcare, data centers, and commercial buildings. These customized systems optimize energy use based on specific operational requirements, ensuring both performance and efficiency. The real-world impact of Johnson Controls' offerings is clear. Customers consistently experience lower energy bills, improved compliance with sustainability regulations, and enhanced comfort for building occupants—all while maintaining a strong focus on energy efficiency. As noted earlier within our response, Equalis Group/Region 10 ESC members can ensure their HVAC project produces significant energy savings and the highest return on investment by selecting a company with extensive experience providing energy solutions and a nationwide branch network that ensures expert local service in every market in North America. We are a globally diversified leader that serves customers in more than 150 countries. Operating from 160 branch offices in North America, we provide Equalis Group/Region 10 ESC member agencies with are a leading provider of HVAC, equipment, controls, HVAC and refrigeration systems, and performance contracting. Within our detailed overview of the products and services we are prepared to provide to Equalis Group/Region 10 ESC members, we have highlighted an extensive listing of products and services. We are prepared to provide these same solutions to Equalis Group/Region 10 ESC members based on their specific needs. By leveraging our experience with regards to the energy auditing process, we are able to identify those energy conservation measures (ECMs) that will provide the largest return on investment while producing the most significant level of cost savings. Additionally, Johnson Controls has an unparalleled record in delivering successful guaranteed energy savings programs to all types of facilities. Throughout our 42-year history in performance contracting, we have guaranteed more than $18 billion in energy and operational savings for our clients. Currently, Johnson Controls has 344 active performance contracting projects in North America and has recorded that are guaranteed to save more than $6.8 billion in energy and operational savings over their project terms. In addition, Johnson Controls has generated $1.5 billion in total ESPC sales over the past three years. We also help customers achieve energy savings through the implementation of Energy Performance Contracting. Through these projects we deploy equipment upgrades and management services to deliver guaranteed energy savings and achieve GHG reductions. Since January 2000 these projects have resulted in a reduction of more than 39 million metric tons CO_2e.
	Describe your process for conducting energy audits including any tools and methodologies utilized to calculate potential savings.	During the audit phase, we launch a collaborative process where we meet with key members of the Equalis Group/Region 10 ESC member's team, perform the Technical Energy Audit and develop a Project Proposal. This initial phase provides a comprehensive analysis of the opportunity with a resulting study that clearly lays out the options available to the Equalis Group/Region 10 ESC member. This phase uses client interviews, site surveys, and a preliminary proposal to identify project objectives, rank priorities, target systems for improvement, and determine the potential overall benefit of implementing the project. The Technical Energy Audit includes detailed site surveys, baseline validation, and design development. Our team will collect information on facility operations and operational requirements to develop a detailed scope for each ECM. This process typically requires:

- **Gathering Site and Project Information:** The site surveys and discussions with site personnel are performed to gain as complete an understanding of the building operation as possible to ensure the accuracy of improvement and savings projections. We conduct investigations, site surveys, and reviews of available information to eliminate or reduce the risk of unforeseen conditions.
- **Detailed Site Surveys and Data Collection:** We perform additional detailed site surveys, building data collection, and interviews, where necessary, to validate the information collected. We will engage with all necessary regulatory officials to verify requirements for any needed permits and perform advanced information gathering to ensure the specified materials and equipment are available within the required schedule.
- **Business Case and ECM Workshop**: Working collaboratively with the Equalis Group/Region 10 ESC member, we will identify potential ECMs and develop a projection of savings. This preliminary step is critical, enabling the Equalis Group/Region 10 ESC member to select ECMs for further development. This first step reduces development costs by ensuring that the teams focus on the optimal project scope.
- **Design Development**: Scope of work documentation and/or drawings and specifications will be generated for each proposed ECM. Drawings may not be provided for each ECM. The ones created are generally between 30% and 60% complete at this stage. The scope of work documentation and drawings will contain sufficient information for subcontractor tendering.
- **Baseline validation:** In determining project scope and pricing, we collaborate with the Equalis Group/Region 10 ESC member to gather all information needed to calculate an energy baseline and to determine the M&V approach for each of the ECMs to be implemented. During this step, our M&V team will collaborate with the Equalis Group/Region 10 ESC member to identify the baseline measurements that may be required and submetering equipment that may be installed. This analysis process allows us to create detailed energy consumption profiles to finalize energy baselines.

We complete a Utility Survey, which enables us to assess the current utility budget and study the utility bill history to help us estimate utility and greenhouse gas emission (GHG) savings. By performing the utility survey, we gain insight into which systems are consuming the most energy, how the utilities are charging for each unit of energy, and what strategies might maximize energy savings and dollars.

Next, we perform a building survey where we assess the systems, existing conditions, operational details, improvement possibilities, costs, and integration strategies. The building survey is a critical task to our overall engineering process. The survey includes a review of as-built construction drawings, identification of equipment operation, examination of the general configuration, and related systems conditions. This step is critical in understanding the scope of work for the project.

The team then uses the utility and building survey data to conduct an in-depth assessment of the facilities and begin creating the Investment Grade Audit (IGA) report to select which improvements to incorporate into the final project scope. We collaborate with the Equalis Group/Region 10 ESC member on the selection of the final technical scope for the project including determining project baselines, M&V methods, operational and maintenance services, construction issues, and the funding for the project. In the IGA, each ECM is developed by performing a safety and lifecycle cost analysis and reviewing those results with the Equalis Group/Region 10 ESC member.

Benefits: Clear open communications and partnership with the Equalis Group/Region 10 ESC member from day one. We jointly identify project objectives, target systems for improvement, and determine the potential overall benefit of implementing the project. The value of our process to the Equalis Group/Region 10 ESC member is: 1) promotes effective communication that results in project success, 2) facilitates getting the comprehensive project that they want, 3) improves time management, 4) keeps key participants collaborating, informed, and engaged in the process, 5) reduces potential problems, 6) ensures flexibility to focus on what's important to the Equalis Group/Region 10 ESC member, and 7) provides agreement on specific project issues as the project is developed.

To conduct the Investment Grade Audit (IGA), our engineering team validates the technical and financial feasibility of the ECMs identified in the Technical Energy Audit. Our team collects information on facility operations and operational requirements to develop a detailed scope for each Measure. This process typically requires:

- **Building Data Completion:** We prepare and compile a list of additional information required to complete the investigation and submit this to the Equalis Group/Region 10 ESC member. The list may include items such as mechanical/electrical drawings, structural drawings, a print screen from the BAS, occupation schedule per zone, etc.
- **Detailed Site Surveys**: Additional detailed site surveys, where necessary, to validate the information collected during the preliminary analysis are presented as well as interviews and / or workshops sessions with Equalis Group/Region 10 ESC member stakeholders and facility operations personnel to further validate facility needs and operational requirements. This includes the Utility Survey and the Building Survey.
- **Design Development:** Scope of work documentation and/or drawings and specifications will be generated for each proposed ECM. Drawings may not be provided for each ECM. The ones created are generally between 30% and 60% complete at this stage. The scope of work documentation and drawings will contain sufficient information for subcontractor tendering.

Our technical staff will conduct walk-throughs of your building and use a variety of industry standard calculations and software tools to subject your potential projects to further scrutiny. Software tools we use for calculating potential savings and selecting projects include:

- **eQUEST** – used widely by utility companies to perform load studies, understand the impact of different rate structures, and prepare incentive packages.
- **DOE.2 Modeling Program** – a widely used and accepted freeware building energy analysis program that can predict the energy use and cost for all types of buildings.
- **MetrixTM** – a utility accounting program used to establish a utility bill baseline and subsequent comparative analysis.
- **Empeq:** A new audit digitization solution that makes it easy to collect detailed accurate data on building equipment and features.

We develop a baseline for each building using the data collected. This procedure establishes the “as-built” energy performance of the buildings. Modifications are implemented, one ECM at a time, with a resultant new energy profile. The model calculates the difference in usage should that particular ECM be implemented. In addition, the cost to install that ECM is determined using industry-standard estimating methods. At this level, each ECM will be considered independently, as if only that ECM were implemented. This provides a fair evaluation of the economic impact of each ECM.

Cost savings will be calculated using the unit costs provided by the Equalis Group/Region 10 ESC member. However, evaluating each ECM independently does not reveal the bottom-line energy savings potential if more than one ECM is implemented. Accounting for the interaction between ECMs must occur before an accurate profile can be presented. Our analysis will allow for the “cascading” of ECMs — that is, recalculating the savings from the previous ECM results.

In determining project scope and pricing, we collaborate with the Equalis Group/Region 10 ESC member to gather all information needed to calculate an energy baseline and to determine the Measurement and Verification (M&V) approach for each of the Measures to be implemented.

- **Baseline validation:** During this step, our M&V team will collaborate with the Equalis Goup/Region 10 EC member to identify the baseline measurements that may be required. Submetering equipment may be installed during the IGA phase for baseline validation.

- **Development of detailed baselines:** This analysis process will allow us to create detailed energy consumption profiles to establish energy baselines. During this step, we will conduct M&V workshops with the Equalis Group/Region 10 ESC member to review energy rates, IPMVP options, and baselines.

We will develop a detailed implementation/construction plan that fits your schedule and will establish project coordination protocols. We will also determine requirements for operations, maintenance, and service. We hold a series of workshops throughout the Detailed Design phase to refine and finalize the project. These workshops include:

- **Design workshop(s):** In a workshop setting, we present detailed designs and project schedules for review and approval to collaboratively determine final selection of Measures for the project. We will also work with the member to identify equipment training needs and any skills-based training required for the staff to maintain the measures. We will publish the designs and any subsequent updates to the requirements for use in preparing the scope of work for internal resources and local subcontractors. Any issues affecting the implementation will be resolved at this time. We will then complete the detailed schedule, including allocation of resources.
- **M&V workshop:** In a workshop setting, we review the M&V methodology for the proposed ECMs.

The final step in the Project Development Phase is the preparation of a comprehensive Project Proposal to show the results of the IGA.

Once the Equalis Group/Region 10 ESC member decides on the most desirable options, we will execute the detailed financing/funding model and engineering phase of our process. This phase will include determining final scope, pricing/funding scope, and finalizing the detailed energy study and report. The result will be a defined scope of work and a budget that will serve as the foundation of the project. The documents that we deliver ensure we have a clear map for success, that the subcontractors have the information they need to bid effectively, and that the member is protected from surprises that will impact their budget or savings. Having complete clarity of rebate and grant funding available will also be an essential element of this phase.

Final designs and detailed project schedules will be presented to that Equalis Group/Region 10 ESC member for review and approval. Any issues affecting the implementation will be resolved at this time. Once detailed procedures for the final project acceptance are established, these will be verified again against the established project goals and requirements as well as the performance specifications of each ECM. No ECM is listed in the final project scope unless the member agree to its inclusion, which includes equipment type as well.

Benefits: Professionally engineered solutions tailored for the Equalis Group/Region 10 ESC member delivering: 1) a local engineering team unmatched in design experience, and 2) resident resources to design, install, and service your selected ECMs. The best ECM would be of no use to the member if it cannot be implemented or serviced after installation. Understanding the uniqueness of local impacts such as climate enables a program designed to be successful in varying conditions. We are uniquely positioned to bring this holistic approach to the member, allowing for a true single source of accountability for every aspect of the project.

Provide the geographic coverage for the offered products/services. List the number and location of offices or service centers for all states being proposed in solicitation.

Johnson Controls is prepared to serve Equalis Group/Region 10 ESC members across all 50 states of the United States.

Johnson Controls has 160 branch locations across North America with sales and service teams, 8,300 front-line service providers, and 92 distribution and warehouse facilities throughout North America. The following list are locations we have within the United States. Please note that some cities have more than one branch office or facility.

Location	Location	Location	Location
Albany GA Branch	Des Moines IA Branch	Long Island NY Branch	Rochester NY Branch
Albany NY Branch	Duluth MN Branch	Los Angeles CA Branch	Rockford IL Systems Branch

	Additionally, if your company does not offer all products and services in all 50 states, please describe any geographical limitations on any product or service offered.	Albuquerque NM Branch	East Peoria IL Branch	Louisville Br/SIS Louisville KY	Rocky Hill CT
		Allentown PA Branch	East Peoria IL IT Branch	Lubbock TX Branch	Saginaw MI Branch
		Anchorage AK Branch	Edison NJ Branch & UPG	Lynnfield MA Branch	Salt Lake City UT Branch
		Ann Arbor MI Branch	El Paso TX Branch	Macon GA Branch Office	San Antonio TX Branch
		Appleton WI Branch	Erie PA Branch	Madison WI Branch	San Diego CA Branch
		Arlington Heights IL Branch	Evansville IN Branch	Manchester NH Branch	San Francisco CA Branch
		Asheville NC Branch	Evansville WY Branch	Medley FL Latin Amer Ops	Santa Rosa CA Branch
		Atlanta GA Branch	Fairbanks AK Branch	Memphis TN Branch	Savannah GA Branch
		Auburn Hills MI Branch	Fargo ND Branch	Meriden CT Branch	Seattle WA Branch
		Augusta GA Branch	Fayetteville NC Branch	Miami FL Branch	Secaucus NJ Office
		Austin TX Branch	Florence SC Branch Office	Mobile AL Branch	Shreveport Branch Office
		Baton Rouge LA Branch	Folsom CA Branch	Moline IL Branch	Sioux Falls SD Branch
		BE Guam Branch	Fort Worth TX Branch	Nashville TN Branch	South Bend IN Branch
		BE Milwaukee Branch	Glen Allen VA Branch Sys	Neenah WI Branch	Sparks MD
		Beaumont TX Branch	Goose Creek SC Branch	New Cumberland PA Branch	Spokane WA Branch
		Billings MT Branch	Grand Rapids MI Branch	New Haven CT Branch	Springfield IL Branch
		Blackwood NJ Branch	Great Falls MT Branch	New Orleans/Metairie LA	Springfield MA Branch
		Boise ID Branch	Greensboro NC Branch	Norfolk VA Branch	Springfield MO Sales Office
		Bossier City LA Sys Branch	Greenville SC Branch	Oberlin Branch	St Cloud MN Branch
		Buffalo NY Branch	Hartford CT Branch	Oklahoma City OK Branch	St Louis MO Branch
		Capitol Heights MD Branch	Hayward CA	Omaha NE Branch	Sulphur LA Branch
		Cedar Rapids IA Branch	Hillside IL Branch	Orlando FL Branch	Syracuse NY Branch
		Charleston WV Branch	Honolulu HI Branch	Pentagon Sys Branch Wash DC	Tampa FL Branch
		Charlotte NC Branch	Hoover AL Branch	Phoenix AZ Branch	Toledo OH Branch
		Charlottesville VA JBAS	Houston TX Branch	Pittsburgh PA Branch	Tri-Cities Br Johnson City TN
		Chattanooga TN Branch	Indianapolis IN Branch	Plymouth Meeting PA Branch	Tucson AZ Branch
		Cheyenne/Ft Collins WY	Indianapolis IN Rental & Adaptiv	Plymouth MN Branch	Tukwila WA Branch
		Chicago IL South Branch	Industrial & Marine Seattle WA	Portage MI Branch	Tulsa OK Branch
		Cincinnati OH	Jacksonville FL Branch	Portland ME Branch	UPMC/CHOP Pitt PA Branch
		Cincinnati OH Branch	JCFS Charleston SC	Portland ME Branch	Waco Temple TX Branch
		Cleveland OH Branch	Junction City KS Branch	Portland OR Branch	Waco TX Branch
		Colorado Springs CO	Kansas City KS Branch	Providence RI Branch	Waite Park MN Branch

		Columbia SC Branch Columbus GA Branch Corpus Christi TX Branch Dallas TX Branch Dayton Branch Denver CO Branch Kearney NE Branch Knoxville TN Branch La Crosse WI Branch Las Vegas NV Service Branch Lincoln NE Service Branch Little Rock AR Branch Raleigh NC Branch Rapid City Sub Branch Richmond VA Branch Ridgeland MS Branch Roanoke VA Branch Roanoke VA IT Branch Westchester Br Hawthorne NY Westerville OH Branch Wichita KS Branch Wilkes Barre PA Branch Wilmington NC Branch Youngstown OH Branch
	Outline any value-added capabilities not already addressed.	Johnson Controls provides a wide range of installation services tailored to meet customer needs across various industries. Below is a summary of key installation services that we can provide, including associated agreements and offerings: **Water Meters and Utility Systems** • **Description**: Installation of advanced water metering systems that help customers monitor and optimize water usage. This includes smart meters, data integration, and connectivity to building management systems. • **Agreements**: These typically fall under performance contracts or energy service agreements, ensuring efficiency and regulatory compliance. **Lighting Systems** • **Description**: Installation of energy-efficient lighting solutions, including LED retrofits, smart lighting controls, and integration with building automation systems for optimized energy use. • **Agreements**: Lighting upgrades may be included in energy performance contracts, where Johnson Controls guarantees energy savings or provides turn-key installation agreements. **Painting Services** • **Description**: Painting services are typically part of broader building upgrade or renovation projects. Johnson Controls ensures adherence to customer specifications and industry standards for aesthetic and functional improvements. • **Agreements**: Painting services are often incorporated into general contracting agreements or facility upgrade projects. **Project Management** • **Description**: We offer end-to-end project management services, including planning, coordination, execution, and oversight of complex installations or upgrade projects. This ensures timely delivery, budget adherence, and quality control. • **Agreements**: Project management services are typically outlined in a Master Services Agreement (MSA) or specific installation contracts. **Serving as Prime Contractor** • **Description**: Johnson Controls can act as a prime contractor, taking full responsibility for managing subcontractors, procurement, scheduling, and compliance on large-scale projects. • **Agreements**: Prime contracting services are detailed in construction or project delivery agreements, which define our role as the central point of accountability. **Building Envelope Improvements** • **Description**: Installation of solutions to improve the thermal performance of building envelopes, such as insulation, air sealing, and window upgrades, aimed at reducing energy consumption and enhancing occupant comfort. • **Agreements**: Included in energy efficiency retrofits or performance contracts. **Elevator and Escalator Modernization** • **Description**: Installation and modernization of elevator and escalator systems for improved reliability, energy efficiency, and compliance with safety standards. • **Agreements**: Typically part of capital improvement or building modernization agreements. **Plumbing Systems**

		• **Description**: Installation and upgrades of plumbing systems, including water distribution, drainage systems, and fixtures to improve water efficiency and comply with local regulations. • **Agreements**: Often incorporated into facility retrofits or construction agreements. **Electrical Systems** • **Description**: Installation of electrical infrastructure, including wiring, panels, transformers, and power distribution systems. Johnson Controls also specializes in integrating electrical systems with smart building technologies. • **Agreements**: Covered under construction or modernization agreements, or as part of energy efficiency projects. **Data Center Infrastructure** • **Description**: Installation of critical data center systems, such as cooling solutions, power management systems, and fire suppression technologies, ensuring uptime and operational reliability. • **Agreements**: Structured under specialized IT infrastructure or mission-critical facilities contracts. **Renewable Energy Systems** • **Description**: Installation of renewable energy solutions like wind turbines, geothermal systems, and advanced photovoltaic (solar) systems for sustainable energy generation. • **Agreements**: Typically part of energy performance contracts or sustainability initiatives. **Backup Power Systems** • **Description**: Installation of generators, uninterruptible power supplies (UPS), and battery storage systems to ensure reliable backup power in critical environments. • **Agreements**: Included in business continuity or critical infrastructure agreements. **Industrial Systems** • **Description**: Installation of specialized systems for industrial environments, including process cooling, compressed air systems, and industrial automation solutions. • **Agreements**: Structured under industrial modernization or facility upgrade contracts. **Healthcare-Specific Systems** • **Description**: Installation of healthcare-focused systems such as advanced HVAC for infection control, medical gas distribution, and specialized security systems for healthcare facilities. • **Agreements**: Included in healthcare facility improvement or modernization agreements. **Smart Building Technologies** • **Description**: Installation of IoT-enabled devices, sensors, and building automation systems that enable real-time monitoring and control of critical building functions, such as energy use, occupancy, and security. • **Agreements**: Covered under smart building or digital transformation agreements. **Parking and Transportation Systems** • **Description**: Installation of parking management systems, including automated gates, ticketing systems, and lighting solutions for parking structures. • **Agreements**: Typically part of facility improvement or transportation infrastructure agreements. **Emergency and Disaster Preparedness Systems** • **Description**: Installation of emergency communication systems, disaster recovery infrastructure, and resilient building technologies to support preparedness efforts. • **Agreements**: Included in safety and security or critical infrastructure contracts. **Refrigeration Systems** • **Description**: Installation of industrial and commercial refrigeration systems for cold storage, food processing, and other applications requiring temperature control. • **Agreements**: Covered under specialized refrigeration or industrial systems agreements. **Advanced Energy Storage Solutions**

		• **Description**: Installation of energy storage technologies like lithium-ion batteries and thermal energy storage systems to complement renewable energy systems and optimize energy use. • **Agreements**: Included in energy optimization or sustainability contracts. **Telecommunications Infrastructure** • **Description**: Installation of telecommunications systems, including structured cabling, wireless networks, and VoIP solutions to enhance connectivity in buildings. • **Agreements**: Incorporated into IT infrastructure or smart building agreements. **Specialty Systems for Government and Military** • **Description**: Installation of systems designed for secure government facilities, such as advanced access control, perimeter security, and specialized HVAC for mission-critical sites. • **Agreements**: Structured under government contracts or defense infrastructure agreements. **Custom Integrated Solutions** • **Description**: Johnson Controls designs and installs tailored solutions that integrate multiple systems (e.g., HVAC, security, lighting, and building automation) into a seamless operational platform. • **Agreements**: Included in comprehensive facility management or integration agreements. **Additional Installation Services:** • **HVAC Systems**: Installation of heating, ventilation, and air conditioning systems, including chillers, boilers, and air handling units, integrated with our building automation systems. • **Fire and Security Systems**: Installation of fire alarm systems, sprinklers, access control, and surveillance systems to enhance building safety and security. • **Energy Storage and Renewable Solutions**: Installation of battery energy storage systems, solar panels, and renewable energy technologies for sustainable energy solutions. • **Building Automation Systems**: Installation of Johnson Controls' Metasys and other building management systems for centralized control of building operations. • **Retrofits and Modernization**: Upgrading outdated systems, including electrical, mechanical, and structural components, to improve efficiency and extend the lifespan of facilities. **Agreements Overview:** Installation services can be performed under various types of agreements, depending on the scope and complexity of the project: • **Performance Contracts**: Johnson Controls guarantees specific energy savings or performance improvements. • **Turn-Key Installation Agreements**: Covers full design, installation, and commissioning of systems. • **Service Level Agreements (SLAs)**: Defines ongoing support and maintenance following installation. • **Construction Contracts**: Outlines our role as prime contractor or subcontractor for specific construction-related tasks. • **Master Services Agreements (MSAs)**: Provides a framework for long-term collaboration across multiple projects.
Customer implementation and project management	*Outline project management methodologies from initial assessment to final installation.*	**Project Management** Johnson Controls is eager to build a lasting working relationship by implementing improvements that will address each Equalis Group/Region 10 ESC members' current and future needs and reduce their energy costs. Through our team approach, we will provide all of the benefits of a end-to-end/turnkey project partnership to each member including: • Delivering results and meeting each member's goals with our cohesive and responsive team. • Reducing costs by streamlining processes and maintaining a cohesive team. • Enhancing the quality of programs and services. • Promoting local economic development opportunities, both directly and ancillary.

Our project management approach is based on more than a century of project management expertise. Our dedicated full-time project managers bring expertise in state and local codes and regulations because they are based in the area and undergo regular training to bring the member the latest industry practices. And because they are all in-house employees, we provide each member with single source accountability and greater assurance that the project will be delivered successfully. Our approach to effectively managing each project is straightforward and consists of:

- Understanding the specific needs of each Equalis Group/Region 10 ESC member and assembling an experienced team to meet these needs.
- Conducting a thorough and accurate audit.
- Designing equipment and system upgrades based on the audit.
- Managing the project in accordance with our proven processes.
- Coordinating and scheduling the installation to minimize interruption to the member's operations.
- Ensuring the project meets all performance requirements and complies with all state and local regulations.
- Commissioning the project.
- Administering custom owner training and providing for a smooth transition into planned service for each system.

Key Commitments
Committed to Proactive Communications

We recognize that the most successful projects are those where the client is actively engaged. Joint planning, development and open communication are key to a successful partnership. We incorporate specific measures in our project management plan to maximize interaction between our team and the member's engineering and operating staffs. They include:

- Conducting regular workshops or review meetings with the member's staff to gain input on their preferences and ultimately buy-in on decisions as foundational as selecting the best equipment, other input such as provisions for equipment access and removal for maintenance, as well as the "smaller" but very important design details such as selection of construction materials.
- Providing equipment installation references for the member's staff to contact and in some cases site visits to arrive at decisions about equipment type and manufacturers to be approved for the project.
- Participation in quality reviews of the project planning documents and the construction plans and specifications.

We will first develop a list of primary project participants with their contact information to expedite communication. We will also include a distribution list with all reports and documents, and a list of attendees with all meeting schedules. Deliverables to the Equalis Group/Region 10 ESC member will be accompanied by a correspondence letter that outlines the information contained in the attachment, as well as any requested actions. Johnson Controls will also actively issue both written and electronic correspondence to the subcontractors to ensure the proper execution of their coordination items.

We will hold regular meetings with the project team and the member's personnel to review the schedule, provide an update of the status of all tasks, and develop work plans to mitigate any schedule changes. The duration of these meeting will depend upon the complexity of the scope and/or installation. We will then issue any updates to the schedule to the proper personnel. One of the critical aspects of these meetings is reviewing any external interface points to ensure good coordination between subcontractors.

On a monthly basis, we will then conduct a detailed review of schedule performance. This review will be based on the work breakdown structure and variance analysis. We will implement corrective action for elements that exceed established current period or cumulative thresholds. In addition, we will prepare a summary of accomplishments and project issues. These meetings will be critical to ensure good coordination between all parties. Upon completion of the project, member personnel will have been vital members and participants on the project team, assuring their buy-in.

Committed to the Safest Work Environments

Maintaining and improving safety is a cornerstone of the way Johnson Controls operates, and our commitment to the safety and health of our clients, contractors and employees ranks equally with performing quality service. Johnson Controls promotes and maintains continual safety awareness through all phases of work from planning to execution, with emphasis on hazard recognition and safe work practices. As such, each employee has the authority and obligation to stop unsafe activities and take corrective action when needed. This focus on safety is instilled through our safety training orientation, which includes:

- Facility safety rules and compliance requirements.
- Personal protective equipment required for the job.
- Procedures for reporting unsafe acts or conditions.
- Major hazards likely encountered on the job.
- Emergency evacuation and take shelter procedures.
- Procedures for reporting injuries and obtaining first aid.

To ensure all work for the Equalis Group/Region 10 ESC member is performed safely, we will customize our Safety Training Program for the unique situations of the member's project. Our program focuses on identifying hazards specific to the work being performed by Johnson Controls and the safe work practices necessary to eliminate or control the hazardous conditions identified.

To provide a consistent safety program across our company we use a "toolbox" approach to provide the ongoing, job-specific safety messages to employees and contractors in an informal setting such as a small group or one-on-one basis. The toolbox program includes a library of more than 150 topics developed internally to address the hazards specific to our employees' work activities. Each topic is outlined in a conversational format that solicits participants to share their experiences. At the conclusion of each topic, questions are listed to promote further discussion among the participants, obtain feedback and test the effectiveness of the training.

Committed to the Highest Quality

As part of our corporate mission to continually exceed our clients' expectations, Johnson Controls is committed to instituting a superior quality program through all phases. We are ISO 9001:2008 registered, and as such we receive independent audits of our management system to ensure that we remain compliant. Our Quality Assurance department maintains and improves our formal quality strategy, which supports our ongoing commitment to continuous improvement in all endeavors. This group also works with our manufacturing plants to drive improvements in warranty and outgoing quality levels for our products.

To maintain a high standard of work quality on our projects, we follow a formal quality assurance process. The procedures, incorporated into a published quality review manual, were developed from guidelines published by the Professional Engineers in Private Practice section of the National Society of Professional Engineers. Final reports, specifications or drawings cannot be reproduced until the proper reviews have been conducted and the quality of the report, drawing or specification meets acceptable standards. Quality control tasks are separately identified and monitored within the project accounting system.

Specific to each member's project, we will perform inspections and tests of all items of work, including that of subcontractors, to ensure the quality of materials, workmanship and the functional performance of each project. We will establish periodic reviews with the Equalis Group/Region 10 ESC member either weekly, bi-weekly or monthly. Our local subcontractors demonstrate this same commitment to quality by performing work in a "partnering" environment. The majority of our subcontractors have worked with us before and are fully aware of the requirements and are actively involved with this process.

Standard, Proven Processes Lead to Successful Projects

These key commitments and our entire project management process are detailed in our Construction Management Handbook, which is distributed to all project managers through a company-wide SharePoint site. This provides a timely means of sharing collective knowledge to project managers with the best practices developed by their colleagues throughout North America,

ensuring consistently superior project performance. We developed, perfected and standardized these processes because construction management involves hundreds of tasks performed throughout the project lifecycle. While some tasks and deliverables are one-time events, most occur as a project “continuum” as the project progresses. Our Construction Management Handbook is a key part of how we drive excellence throughout the organization to ensure each of these tasks is completed successfully. The Handbook serves as a roadmap for our project managers so they can effectively manage projects of all sizes. It breaks down a project’s lifecycle into specific phases, and then outlines the tasks the project manager needs to complete. The compilation of standard processes, checklists and tools sets standards for professional delivery of projects using a consistent format. The Checklist for Success, for example, lists the most important tasks and deliverables required to successfully manage a Johnson Controls project. The Checklist is used as a planning, tracking and documentation tool for the project manager and Johnson Controls’ management to assure the project’s compliance to our quality standards.

Seamless Transitions Between Project Phases

We make a point to implement into our process smooth transitions from one phase to the next. We involve our personnel and outside team members early to promote continuity, communication and coordination so nothing is missed. The project manager, for instance, will be involved early in the development process to help with the initial design and pricing, and to become acquainted with the Equalis Group/Region 10 ESC member’s needs and facilities. This will ensure the project development work is completed with a seamless transition between the development team and the project management team.

Key Responsibilities of Our Project Manager

A project manager aligned to each of the Equalis Group/Region 10 ESC member’s project will be responsible for managing the entire project team. They will assign responsibilities, define expectations, measure performance, report on progress, and support the entire team’s ability to achieve the goals in the construction plan. They will also serve as the primary client liaison throughout the entire implementation process. In this capacity, they coordinates weekly construction team meetings with the member to ensure open lines of communication and expedient problem resolution. They will also conduct daily project status meetings with project foremen to discuss issues and maintain updated progress reports. Finally, they will ensure that all work is performed safely and in accordance with the design and contract documents.

Our project management plan is customized to each effort’s size, complexity and unique challenges. The project manager will coordinate the implementation phase from the local office supporting each project. This office will serve as a center for the management, communications, planning, design review, field engineering, and technical support, as well as the center of coordination for the installation of the member’s improvement measures. The key aspects of our project management plan are highlighted as follows.

Developing a Detailed Plan and Schedule

The Project manager will create a specific, detailed plan for the implementation of the project. We plan and schedule each task according to the critical path methodology, and execute each phase in line with the designated critical path schedule. Individual aspects are labeled with several key points, including the retrofit category, critical preceding tasks and linking tasks, construction milestones and necessary deadlines, management skills and tools required, follow-up responsibilities, special instructions, and changes from the original specifications.

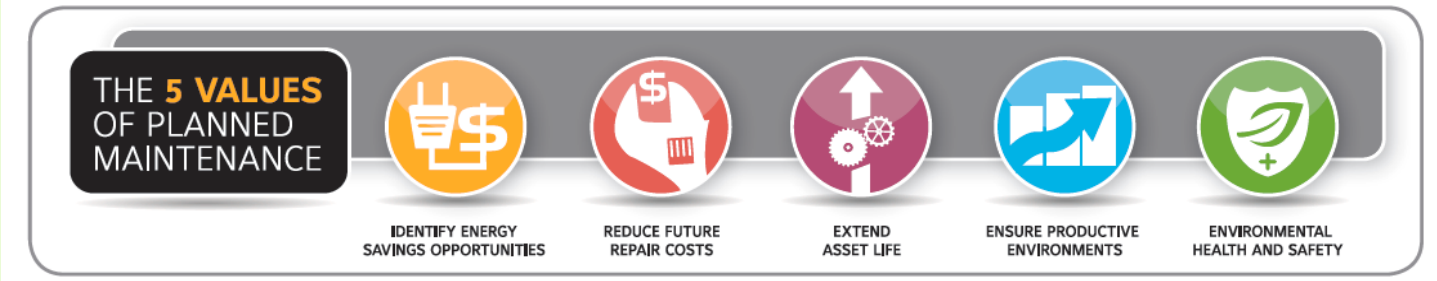
Our ability to forecast various cost, labor and material aspects accurately will also benefit the Equalis Group/Region 10 ESC member by eliminating wasted labor hours, minimizing material and labor costs, and streamlining implementation. An essential aspect of this is determining, correctly and precisely, the amount of specific labor type, man-hours and skill sets required to complete a task within a period of time. Because so many tasks are dependent upon the completion of a previous task, we use a detailed and accurate manpower loading system to ensure a timely installation. We have tremendous experience in forecasting projects of all sizes and scopes and have developed large databases that will assist the project manager in all facets of construction forecasting and planning.

		Coordinating Effectively with the Member's Daily Operations We understand that minimizing disruptions is a priority. The project manager and our development engineers will coordinate the schedules with the member's staff to limit any disruptions, scheduling deliveries and installation times after hours or other low occupancy times. The member may also have other capital or renovation projects taking place during the construction phase, possibly affecting the scope of this effort. It is common for these projects to be integrated with the performance contract scope. The project manager can work with the member to outline a strategy to further coordinate schedules and streamline project management. **Delivering Equipment On Time** Ensuring equipment is delivered on time is critical to meet the member's schedule and ensure the guaranteed savings begin on time. Because we hold the risk for the guarantee, Johnson Controls has developed a process for purchasing, delivering and managing equipment. This process includes establishing responsibilities to assure adequate review, approval, timely delivery and proper storage of submittal materials. We are a world-renowned innovator in new methods of inventory and materials management, and offer unique benefits. With billions of dollars of product manufactured annually, Johnson Controls is viewed as one of the highest quality suppliers of products and on-time delivery services. And as the largest ESCO, we have the strongest buying power in the industry, providing the member with very competitive prices. In all instances, a log of all submittals and a complete set of files for the submittals will be maintained in the project files. **Seamlessly Integrating Subcontractors** Effectively working with subcontractors and suppliers will be critical to meet the schedule and make sure equipment is delivered and installed on time, and we bring a proven process that seamlessly integrates local contractors into our team so the Equalis Group/Region 10 ESC member has a single point of contact throughout the entire project. We are directly responsible for all work our subcontractors perform. As such, selecting the right firm is key. We will work with the member to partner with the member's preferred contractors who bring experience in their buildings, other local firms to help grow the local economy and diverse firms to help meet specific participation goals. **Proactively Identifying and Resolving Problems** The project manager is also an expert in delivering quality construction projects. In implementing thousands of similar projects, we have developed and perfected the tools and processes necessary to identify and resolve issues or concerns before they escalate into major problems that threaten the schedule. To control work scope, costs and schedules, our Cost and Schedule Management System creates a feedback and control mechanism. We place an emphasis on developing a detailed scope, schedule, budget and technical performance plan. Where performance and plan deviate, we highlight and analyze variances for appropriate management action. We also have subject matter experts in a variety of fields who can be brought on as needed. These time-tested procedures and methodologies, codified in our Construction Management Handbook, will make the entire project seamless to the Equalis Group/Region 10 ESC member. **Commissioning Equipment to Ensure Successful Completion** Commissioning provides a defined process for lowering energy costs, reducing O&M costs, ensuring functionality and reducing life cycle costs, resulting in higher reliability. Our commissioning approach extends through all phases of the project, from concepts developed during the initial proposal to post-construction operation, with checks at each stage to ensure that proper procedures have been followed. This allows us to effectively verify and document the performance of all building systems. Commissioning also ties into the training of building operators and facility maintenance personnel so they can continue to operate the building systems as they are intended.
	Describe your company's implementation and training plan for new	Training our BSNA Account Executives on this HVAC and Facility Systems, Automation, Installation, Service and related Products and Services agreement within **the first 60 days** is a top priority!

	customers, including a general timeline for implementation services.	We will launch a series of webinars and training sessions with the support of Equalis Group/Region 10 ESC. All training will be recorded and posted on our Equalis Group Cooperative intranet site. We will work with both our BSNA Vertical Market Directors as well as our Area Sales Managers and General Managers to ensure we train all BSNA Account Executives. The training will focus on: • How the Cooperative contract works • Whom can be a member • How to get the customer to join the Equalis Group Cooperative • How Region 10 ESC and Equalis Group work together • What the benefits of using this contract are to JCI and the Equalis Group member • How and when to present this contract to the JCI customer • How to gain the approval of the members procurement and legal departments Partnering with Equalis Group/Region 10 ESC will ensure that our teams become comfortable working together and will help the JCI Account Executive team present and incorporate this Equalis Group/Region 10 ESC agreement into their sales cycle with their public sector members. We will also leverage the Equalis Group/Region 10 ESC team to assist us with targeting the states and vertical markets where this contract can be utilized successfully. Within the first 120 days, during our JCI lunch and learn we will train the entire BSNA Operations and Engineering team both on the contract specifics and the pricing requirements. Mary Beth Alexander on the JCI Cooperative Contracts team will be responsible for training the Johnson Controls BSNA team on this contract and will ensure the Account Executives can competently and consistently present the contract to public agency customers and answer any questions they might have concerning it. Additionally, we will request that all branch sales team members and HVAC equipment agents attend Equalis Group/Region 10 ESC-led training sessions so they may learn directly for Equalis Group/Region 10 ESC experts as it pertains to properly and effectively position the strength of the Equalis Group/Region 10 ESC contract and the extensive benefits that come from being a member. Furthermore, these efforts will involve the creation of printed collaterals, websites, Email campaigns, and a presence in local and regional trade shows in conjunction with Equalis Group/Region 10 ESC. Furthermore, Johnson Controls has had tremendous success with our previous and current Equalis Group/Region 10 ESC awarded contracts. We continue to have many repeat customers using the current Equalis Group/region 10 ESC agreements and have worked to expand the program by training our internal teams on how the Equalis Group/Region 10 ESC contract meets the Equalis Group/Region 10 ESC member's RFP requirements. We would like to continue building upon our past successes working with the Equalis Group/Region 10 ESC team, while also making improvements based on our learned experiences. We understand our sales staff will be responsible for most of the marketing responsibilities for this contract, and we are well-positioned to continue working together with Equalis Group/Region 10 ESC to support your members and their projects.
	Outline scalability measures including management processes for large-scale or multi-site implementations.	Johnson Controls employs several scalability measures and management processes to ensure effective large-scale or multi-site implementations of its solutions. These measures are designed to address operational complexity, maintain consistency, and support customer success across diverse locations or high-demand environments. Below is an outline of Johnson Controls' key scalability measures and management processes: **Centralized Project Management** • Global Program Management Office (PMO): JCI utilizes a centralized PMO to oversee large-scale implementations, ensuring alignment with customer goals and timelines.

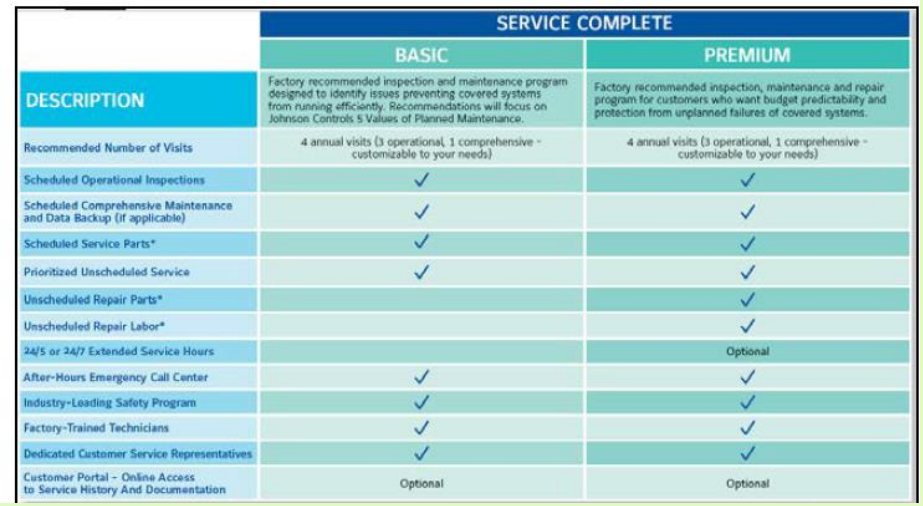
		• Standardized Processes: Project management follows established frameworks (e.g., PMI methodology) to ensure consistency and efficiency across all sites. **Modular and Scalable Solutions** • Flexible System Design: JCI solutions, such as building automation systems (e.g., Metasys), are modular, allowing easy scalability to meet the needs of multi-site operations or expanding facilities. • Integration Capabilities: Solutions are designed to integrate seamlessly with existing systems (e.g., HVAC, security, energy management), enabling scalability without disrupting operations. **Regional and Global Support Networks** • Local Expertise: Johnson Controls has a robust network of regional offices and certified partners, providing localized expertise for implementation and ongoing support. • Global Coordination: Regional teams work in conjunction with Johnson Controls' global resources to ensure alignment across locations, particularly for multi-site deployments. **Standardized Deployment Framework** • Repeatable Deployment Processes: Johnson Controls employs standardized workflows and templates, ensuring consistent installation and commissioning across multiple sites. • Pre-configured Solutions: Many systems are pre-configured for quick deployment, reducing downtime and simplifying scalability. **Data-Driven Scalability** • IoT and Analytics: Johnson Controls leverages IoT-enabled devices and advanced analytics platforms (e.g., OpenBlue) to monitor, predict, and optimize system performance across large networks. • Cloud-Based Solutions: Cloud-based platforms enable centralized monitoring and control of multi-site implementations, ensuring scalability and operational efficiency. **Comprehensive Training and Change Management** • Customer Training Programs: Johnson Controls provides tailored training sessions to ensure staff at all locations understand and can operate the systems effectively. • Change Management Support: Experienced teams guide organizations through transitions, minimizing disruptions during large-scale implementations. **Service and Maintenance Scalability** • Custom Maintenance Plans: Johnson Controls offers scalable service agreements tailored to multi-site or large-scale environments, ensuring consistent system performance. • Remote Monitoring and Diagnostics: Advanced remote capabilities allow Johnson Controls to proactively address issues across multiple sites without the need for on-site visits. **Compliance and Risk Management** • Regulatory Adherence: Johnson Controls ensures all systems meet local, regional, and global compliance standards, reducing legal and operational risks. • Cybersecurity Measures: Scalable cybersecurity protocols are embedded in Johnson Controls systems to protect multi-site implementations from evolving threats. **Sustainability and Energy Optimization** • Energy Management Solutions: Johnson Controls' scalable energy management systems help reduce consumption and optimize efficiency across large portfolios of buildings. • Sustainability Goals Alignment: Solutions are designed to support customers' ESG objectives, regardless of the scale of implementation. **Continuous Improvement and Feedback Loops** • Performance Reviews: Regular evaluations ensure systems are optimized for large-scale operations.

		• Customer Feedback Integration: Johnson Controls incorporates customer feedback to refine processes and systems for future scalability. These measures ensure that Johnson Controls can reliably deliver scalable solutions and manage complex multi-site implementations while maintaining quality, efficiency, and alignment with customer needs.
	Outline what ongoing training and consulting support is available to customers.	By partnering with Johnson Controls, Equalis Group/Region 10 ESC members will have the ability to customize training to meet their needs. Our programs can be comprehensive to increase the self-sufficiency of staff or more focused to develop competencies where needed. We design our training programs in conjunction with our service offerings to protect customer investments while maximizing the efficiency of their operations. Through continuous support and professional development, we align our services with their mission. To create a truly focused learning experience, we carefully customize our training programs to align with the Equalis Group/Region 10 ESC member's goals and objectives. To help determine what training will be required for the member's staff, we will work with each member through a series of brief interviews and simple tests with representatives from maintenance supervisors, maintenance staff, facilities engineering, and quality control. The program steps include the following: • Define current maintenance and operating procedures • Define required maintenance and operating procedures required for new equipment • Review training options with plant engineering and maintenance • Determine and organize training programs, based on need and skill level, for functional groups within the facility (supervisors, maintenance staff, custodial, etc.) • Perform training with each group using a mix of theory, hands-on practice, and maintenance manual application • Record each session for future use by staff • On a regular basis, repeat and redesign new needs and re-establish competency on old ones **Johnson Controls Institute** Professional instructors with industry experience, state-of-the-art equipment, and hands-on lab activities are hallmarks of the Johnson Controls Training Institute experience. The Institute has been widely regarded as one of the best education sources in the building environments industry since its establishment in 1947. Each year, more than 4,000 clients and employees attend courses at our institute. Training is available on-site or at one of our many training centers across the U.S. On-site training features hands-on training specifically on the Equalis Group/Region 10 ESC member's equipment. For a listing of courses, please visit our web site at https://www.johnsoncontrols.com/services-and-support/training-services/training-institute-locations. **Packaged Training Programs** We realize that off-site classroom instruction is not always practical. For that reason, the institute produces several packaged training programs to assist our clients. Convenient and effective in-house training is possible through a variety of instructional videotapes, sound/slide, and computer-based training programs produced by the Institute. The computer-based training programs use the power and flexibility of the computer to deliver an interactive learning experience. Interacting one-on-one with the computer, the student can gain a better working knowledge of HVAC systems, energy management concepts, and facilities management system operation. The student can review each modular lesson after the initial learning experience to refresh skills as needed. **Branch and On-Site Instruction** Because branch training can provide a more convenient and cost-effective alternative to our standard Institute locations, we have converted many of our more popular courses to branch training programs. We can also conduct select courses using remote seminars that allow group training of the client's facilities, systems, and equipment. On-staff Johnson Controls Institute instructors teach the remote seminars at client sites, our offices, or another convenient location depending on the needs of the client group. We use portable equipment simulators that enable employees to practice without jeopardizing building operations.

		Another option for on-site instruction is on-the-job training, which allows our engineers, technicians, and mechanics to provide instruction at the Equalis Group/Region 10 ESC member's facilities. This training is excellent for practical and productive learning. Materials include course handbooks, on-site laboratory sessions, and examinations. Typical topics include energy management, HVAC systems maintenance, and facility management system operation. Finally, phone support and technical assistance are always available over the phone or during our normal client service visits.
Maintenance services and staff qualifications	*Outline your preventative maintenance program for the offered products and services.*	Johnson Controls owns and operates over 160 service centers across the United States staffed by skilled service technicians, project development specialists, sales engineers, application engineers, installation teams, project/construction managers, and local branch leadership who are empowered to make decisions to quickly resolve any issues and ensure customer satisfaction. **Types:** • Preventive maintenance agreements (basic and premium coverage options) for HVAC equipment, controls, security & fire equipment • Repair services for HVAC, security, fire, technology and building automation systems • 24/7 emergency service • Predictive and diagnostic such as Vibration Analysis, Oil Analysis, Refrigerant Analysis • Replacement parts • Design and construction services • Refrigerant compliance reporting • Connected services such as our Chiller MD • Remote Operations Center (ROC) Johnson Controls services for equipment and controls are aligned to the 5 values of planned maintenance. No two facilities have the same service needs. A customized service plan, with a combination of reactive, planned, and predictive maintenance strategies, maximizes our customers' return on their asset investments and minimizes their risks. Our local service centers develop customized service scopes of work built around the exact building performance requirements and business needs of our customers. The objective is to provide the level of assistance/support required to keep their HVAC equipment and controls efficiently performing at peak levels.  Johnson Controls offers two standard types of preventive maintenance agreements for our customers: basic and premium coverage. The primary difference is that premium coverage includes parts and labor for unscheduled repairs. Typically, our preventive maintenance plans consist of a combination of the following services: • Routine, time-based maintenance tasks specific to each type of equipment, average runtime,

criticality, OEM's recommended maintenance procedures and required performance.

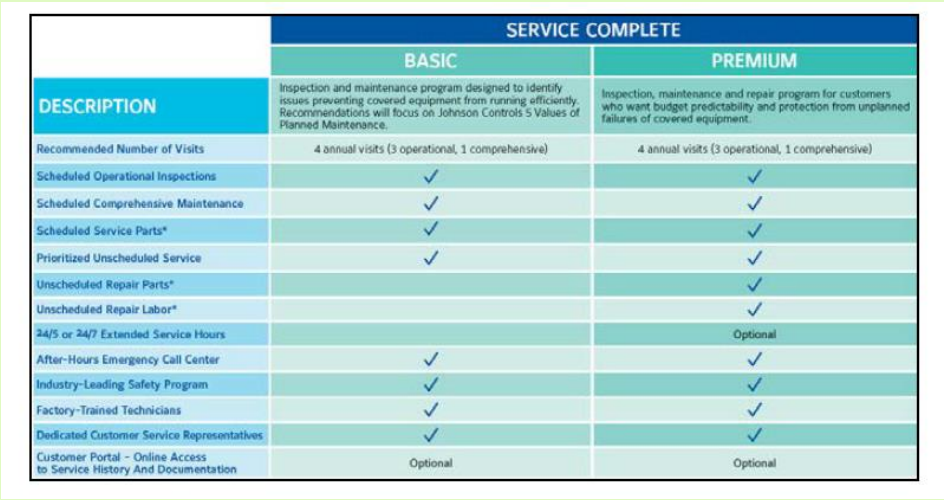
- Predictive and routine diagnostic tasks to identify potential issues operating issues/conditions that may disrupt the performance of the equipment causing unnecessary downtime and negatively impacting the customer's business operations.
- Remote monitoring of alarms
- Special 24/7 emergency service



	SERVICE COMPLETE	
	BASIC	PREMIUM
DESCRIPTION	Factory recommended inspection and maintenance program designed to identify issues preventing covered systems from running efficiently. Recommendations will focus on Johnson Controls 5 Values of Planned Maintenance.	Factory recommended inspection, maintenance and repair program for customers who want budget predictability and protection from unplanned failures of covered systems.
Recommended Number of Visits	4 annual visits (3 operational, 1 comprehensive - customizable to your needs)	4 annual visits (3 operational, 1 comprehensive - customizable to your needs)
Scheduled Operational Inspections	✓	✓
Scheduled Comprehensive Maintenance and Data Backup (if applicable)	✓	✓
Scheduled Service Parts*	✓	✓
Prioritized Unscheduled Service	✓	✓
Unscheduled Repair Parts*		✓
Unscheduled Repair Labor*		✓
24/5 or 24/7 Extended Service Hours		Optional
After-Hours Emergency Call Center	✓	✓
Industry-Leading Safety Program	✓	✓
Factory-Trained Technicians	✓	✓
Dedicated Customer Service Representatives	✓	✓
Customer Portal – Online Access to Service History And Documentation	Optional	Optional

The graphic above offers an example of some of the options available for a controls service agreement. We typically customize plans to the individual needs of each customer. For example, our technicians can spend 4 hours a week with a customer's staff to train operators and review the controls' system performance and alarms.

An example of some options available for mechanical equipment preventive maintenance has been provided below. Again, this is just a starting point and easily customizable to the needs of the individual customers.

		 We have similar scopes of work for all the HVAC equipment, fire, security, and controls equipment that we service. These standard scopes of work are embedded into our Computerized Service Software System.
	Identify certifications and qualifications required by technical and maintenance staff.	When selecting a company to provide HVAC products and services for your members, you want to choose a proven industry leader who is responsible, experienced, and has employees with the expertise and knowledge to work efficiently and help you make the best choices for your facilities. Our team of North American resources have obtained and maintain all appropriate licenses and certifications within all jurisdictions necessary to effectively carry out all responsibilities associated with an HVAC and Facility Systems, Automation, Installation, Service and Related Products and Services project. Similarly, Johnson Controls is legally qualified and holds the appropriate contractor licenses and registrations to do business in all 50 states within the United States. Furthermore, we maintain an extensive network of appropriately licensed and registered subcontractors that continue to partner with us on a consistent basis to ensure timely project deployment at the highest quality level. With Johnson Controls, each Equalis Group/Region 10 ESC member will get the commitment of a local team of experts plus the regional and national experience and resources of a seasoned team of HVAC-focused professionals. All projects and equipment will be designed and installed according to all relevant codes, standards and industry best practices including adopted international codes, national, state, and other local codes. Furthermore, we will also use such recognized authorities as ICC (International Code Council) and ASHRAE (American Society of Heating, Refrigerating, and Air Conditioning Engineers) These standards include ASHRAE 55-2004 (Thermal Environmental Conditions for Human Occupancy) with addendum 55a-2004, ASHRAE 62-2001 (Ventilation for Acceptable Indoor Air Quality). Our dedicated full-time project managers bring expertise in local codes and regulations because they are based in the area and undergo regular training to bring you the latest industry practices. And because they are all in-house employees, we provide you with single source accountability and greater assurance that the project will be delivered successfully. Additionally, our team members hold licenses, certifications, and accreditations by various professional organizations. Professional certification or accreditation indicates a certain proven amount of knowledge and experience in a particular subject area. To earn many of these credentials (e.g., LEED Accredited Professional), applicants are required to have experience in the field as well as pass a comprehensive examination administered by a third party. By regularly maintaining their certifications, our employees ensure they continue their education and keep pace with industry trends and standards.

The list below identifies just a few of the professional certifications held by Johnson Controls team members, relevant to HVAC, energy efficiency, infrastructure as a service (IaaS), buildings as a service (BaaS) and public private partnership (P3) projects led by our Sustainable Infrastructure team. Beyond the dedicated resources for a project, our team can seek additional support from a variety of certified professionals at the regional and national level, as represented here.

LEED Accredited Professional (LEED AP):	716
LEED-Green Associate (LEED GA):	76
Licensed Professional Engineer (PE):	87
Certified Lighting Controls Professional (CLCP):	8
Lighting Certified (LC):	8
Project Management Professional (PMP):	20
WELL AP:	1
Certified Building Commissioning Professional (CBCP);	7
Certified Building Commissioning Professional International (CBCPI):	3
Certified Building Energy Simulation Analyst (BESA):	1
Certified Business Energy Professional (BEP):	7
Certified Demand-Side Management Professional (CDSM):	12
Certified Energy Auditor (CEA):	13
Certified Energy Auditor International (CEAI):	10
Certified Energy Auditor In Training International (CEAITI):	1
Certified Energy Manager (CEM):	114
Certified Energy Manager International (CEMI):	65
Certified Energy Procurement Professional (CEP):	1
Certified Grant Manager:	1
Certified Green Building Engineer (GBE):	4
Certified Indoor Air Quality Professional (CIAQP):	1
Certified Lighting Efficiency Professional (CLEP):	4
Certified Measurement and Verification Professional (CMVP):	41
Certified Measurement and Verification Professional International (CMVPI):	30
Certified Measurement and Verification Professional In Training International (CMVPITI):	4
Certified Sustainable Development Professional (CSDP):	2
Certified Water Efficiency Professional (CWEPI):	2
Distributed Generation Certified Professional (DGCP):	3
Energy Manager in Training (EMIT):	3
Energy Manager in Training International (EMITI):	12
Existing Building Commissioning Professional (EBCP):	2
Renewable Energy Professional (REP):	2

		Johnson Controls also employs subcontractors for design and installation services. Each of our subcontractors is thoroughly vetted and holds the appropriate licenses for their respective jurisdictions. **Industry Leader as an ESCO** The National Association of Energy Service Companies (NAESCO) has continuously recognized Johnson Controls as an accredited ESCO since 1997. Additionally, NAESCO designated us as an Accredited Energy Service Provider (ESP) in 2003 (the first year ESP accreditation was available). We are one of only 14 companies in North America to receive this designation. We also received NAESCO's First Industry Award proving that our solutions can translate to real impact in the communities we serve. As a company, we have ambitious Environmental, Social and Governance goals. Johnson Controls was recently ranked as a Leader and 2nd among 11 ESCOs highlighted in the Guidehouse Insights Leaderboard report. Guidehouse Insights is a premier market intelligence and advisory firm covering global energy transformation with a focus on emerging resilient infrastructure systems. With our Leader raking in the report, Guidehouse highlights distinctions compared with other ESCOs, noting Johnson Controls' demonstrated innovation in technology and financing options both within and outside of ESPC structures, expanding the scope of energy efficiency solutions by addressing growing customer interest in areas such as comprehensive energy management, infrastructure upgrades, sustainability, decarbonization, and energy resilience. A link to our ranking can be found using the following link: https://guidehouseinsights.com/reports/Guidehouse-Insights-Leaderboard-Energy-Service-Companies Quoting from the report, Guidehouse described our ESPC position as follows: "Over the past five years, Johnson Controls has made significant strides, which has helped it secure the number two spot in the 2023 Guidehouse Insights Leaderboard. It has exceled in its go-to-market strategy for decarbonization and sustainability projects."
Integration with other platforms	*Outline any integration capabilities the proposed solutions have with other building systems.*	Johnson Controls HVAC and building automation systems are designed with robust integration capabilities to ensure seamless operation and interoperability with other building systems. These integrations enable comprehensive building management, improved energy efficiency, and enhanced occupant comfort. Below are the key integration capabilities: **Open Protocol Support** Johnson Controls systems support widely used open protocols, which allow easy integration with third-party systems: • BACnet: Facilitates communication between building automation systems and HVAC equipment from different manufacturers. • LonWorks: Enables integration with other automation devices and systems. • Modbus: Commonly used for connecting HVAC systems to power monitoring and industrial equipment. • KNX: Supports integration with lighting, shading, and other building control systems. **Unified Building Management Platforms** Johnson Controls offers platforms such as Metasys and OpenBlue, which provide centralized control and monitoring of multiple building systems: • Metasys: Integrates HVAC, lighting, security, fire safety, and energy management systems into one unified interface. • OpenBlue: A suite of connected solutions that leverages IoT, AI, and cloud-based technologies for integration across HVAC, energy, health monitoring, and more. **IoT and Cloud-Based Integration** • Johnson Controls systems can integrate with IoT devices and cloud platforms, enabling advanced analytics and remote management. • OpenBlue solutions offer real-time data sharing and interoperability with smart building systems, including occupancy tracking, air quality monitoring, and energy optimization tools.

		Energy Management and Utilities • Integration with energy monitoring systems to optimize energy use and reduce costs. • Support for renewable energy systems, demand response programs, and utility interfaces. **Security & Fire Systems Integration** Johnson Controls systems can integrate with: • Access control and security systems for unified building management. • Fire detection and suppression systems to ensure coordinated responses in emergencies. **Lighting and Shading Systems** • Integration with lighting controls to optimize energy usage and improve occupant comfort. • Connection with shading systems for automated responses to daylight and heat gain. **Third-Party System Compatibility** • Johnson Controls systems are designed to work with a wide range of third-party solutions, ensuring flexibility in system design and upgrades. • APIs and middleware tools are provided to facilitate custom integrations. **Smart Building Ecosystems** • OpenBlue solutions enable integration with smart building ecosystems, including smart sensors, predictive maintenance platforms, and advanced analytics tools. **Integration via APIs and SDKs** • Johnson Controls provides APIs and software development kits (SDKs) for developers to integrate their systems with custom applications or platforms. **Industry-Specific Solutions** • Specialized integrations for healthcare, data centers, hospitality, and other industries to meet unique operational requirements. These integration capabilities ensure that Johnson Controls systems can work seamlessly with other building systems, delivering a connected, efficient, and intelligent building environment.
	Describe how you ensure interoperability between different system manufacturers.	Johnson Controls ensures interoperability between different system manufacturers through several strategies and practices that prioritize open communication, standardization, and integration capabilities. Here are the key approaches: **Open Protocols and Standards** • Johnson Controls designs its products and solutions to support widely-used open communication protocols such as BACnet, LonWorks, Modbus, and KNX. • These protocols enable seamless integration with third-party systems from other manufacturers, ensuring compatibility and interoperability. **Metasys Building Automation System** • The Metasys platform, one of Johnson Controls' flagship solutions, is built to integrate systems from multiple vendors. Metasys consolidates data from HVAC, lighting, security, and other building systems, providing centralized control and monitoring. • Through open protocols and APIs, Metasys enables interoperability across diverse systems. **Unified Control Through OpenBlue Platform** • OpenBlue is Johnson Controls' connected platform for smart, sustainable buildings. It supports integration with systems from other manufacturers through IoT connectivity, APIs, and cloud-based services.

		• OpenBlue enhances interoperability by enabling data exchange across different devices and systems, regardless of the manufacturer. **Compliance with Industry Standards** • Johnson Controls adheres to industry standards for building systems integration, ensuring compatibility with third-party products. This includes compliance with standards set by organizations like ASHRAE and ISO. • Products and systems are designed to meet interoperability requirements in diverse markets. **Collaborative Partnerships** • Johnson Controls actively collaborates with other manufacturers and technology vendors to ensure smooth integration between systems. • Strategic partnerships with software providers and device manufacturers promote cross-compatibility. **Custom Integration Solutions** • Johnson Controls offers tailored solutions for specific customer needs, integrating legacy systems or third-party products through custom programming, adapters, or middleware. • This approach ensures interoperability even in complex environments. **Extensive Testing and Certification** • Johnson Controls rigorously tests its products for compatibility with third-party systems and certifies them for interoperability. • This guarantees reliable operation when integrated with other systems. By leveraging open protocols, cutting-edge platforms like OpenBlue, and strong adherence to industry standards, Johnson Controls ensures smooth interoperability across diverse systems and manufacturers, allowing customers to maximize efficiency and flexibility in building management.
Quality control and compliance	*Identify relative quality control processes in place to ensure successful project completion.*	Quality control is an important aspect of all projects we implement. Improperly installed equipment can lead to occupant comfort issues, underachieved savings, and undue wear on equipment, costing more time and money to go back and fix the issue. It is also important that the Equalis Group/Region 10 ESC member knows the work is installed properly and that they are getting what they are paying for. We tailor our standard quality plan for every project. The plan's procedures are based on guidelines published by the Professional Engineers in Private Practice section of the National Society of Professional Engineers. Our plan ensures we implement the scope of work identified in the contract in accordance with contract requirements. Only by monitoring the quality of the design, procurement, installation, and final commissioning of each system can we assure the quality of the project. We perform inspections and tests of all items of work, including that of subcontractors, to ensure the quality of materials, workmanship, and the functional performance of each project. **Responsibilities & Authority** Each project's implementation leader holds ultimate responsibility for the proper administration of the quality plan. They, along with the group implementation leads (as detailed in the organizational chart) will have the following responsibilities with respect to quality control: • Implement quality-related policies and procedures. • Review and approve project submittals for compliance to contract requirements. • Implement and manage the Phased Inspection Process (described later in this section) including in-process inspections, testing and corrective actions, and project completion. • Maintain the project record system that includes records for submittals, purchasing, dated quality reports, logs, inspection reports, testing documentation, noncompliance reports, corrective action data, punch lists, customer acceptance of work, final as-builts, and certifications.

- Inspect equipment to be installed and reject equipment if found to be noncompliant with specifications or damaged during transportation.
- Mentor subcontractors in the use and adherence to the quality plan.
- Ensure that all installation teams are working within our agreed upon installation procedures and within the access guidelines.
- Verify that each installer has passed a drug screen and a background check.
- Confirm that all work is following OSHA safety standards, contract requirements, code requirements, construction industry standards and Johnson Controls' standards.
- Manage and coordinate quality control activities, submittals, tests, samples and results.
- Ensure that project briefings are held to discuss quality.
- Ensure that drawings are kept up to date with the proper revision and provided to the contractor.
- Inspect any installation issues and determine if corrective actions or additional training is needed.
- Conduct and administer the inspection, testing, and corrective action process.
- Coordinate inspections by local government agencies and other authorities having jurisdiction.
- Ensure that personnel performing inspections are qualified and/or possess the required certifications.
- Investigate and resolve warranty problems and indicate the action taken on warranty reports.

The group implementation leads have full authority to stop work on any or all items of work being performed that are not in compliance with the contract documents or that are considered poor workmanship.

Quality Plan Overview

The activities listed in our quality plan entail extensive procedures and documentation; for the sake of brevity, the following section is intended to provide a synopsis of our process.

Procurement

The quality plan includes the submittal process: receiving, reviewing, approving, and forwarding submittals for the Equalis Group/Region 10 ESC member's approval and acknowledgment. It also includes records management and retention of all quality submittals as required by the contract documents.

Your members may request submittals in addition to those specified in the contract when deemed necessary to adequately describe the work. Each submittal will be complete and in sufficient detail to easily establish compliance with contract requirements. Any proposals for alternates to the contract requirements will be clearly identified. Prior to submittal, documents will be approved by implementation leader or the group implementation leads.

The quality plan requires that our team adhere to the process for purchasing materials, equipment, subcontracting, and processing of shop drawings. It includes the assignment of responsibilities to assure adequate review, approval, timely delivery and proper storage of submittal materials. A log of all submittals will be maintained and a complete set of files shall be maintained for all project submittals in the project files. At a minimum, submittal records will contain:

- A copy of the submittal as received from the subcontractor/supplier/action group.
- A copy of the submittal as sent to the Equalis Group/Region 10 ESC member.
- A copy of the submittal as received from the member
- A copy of the submittal returned to the subcontractor or applicable action group.

Installation

Preparatory Phase

The Preparatory Phase occurs after plans, documents, and materials have been approved, but before any work is started for each definable feature of construction. We will hold meetings that include:

- A review of submittal requirements and all other contract requirements with the supervisors directly responsible for the performance of the work.

		• Confirmation that inspection points have been identified and arrangements have been made to execute required field quality control and testing, as required. • Examination of the site to confirm that all preliminary work has been completed. • Constructability review of the design for the applicable feature of work. • Physical examination of materials and equipment to assure they conform to contract documentation and requirements, and are consistent with shop drawings and approved submittal data. • Confirmation that the proper outage coordination has been performed and notices sent to appropriate individuals and departments. We will document any deficiencies found in this phase and work will not commence until all deficiencies have been resolved and re-inspected. <u>Initial Phase</u> This phase entails inspecting areas in which a crew has been assigned but work has not yet started (or any time we decide work quality does not meet our standards). The results of these inspections are documented as well. The goal is to ensure those who will perform the work understand: • The task at hand. • Whether approved materials and equipment are on-site. • Contract requirements, including building code requirements and required inspections. • Specific hold points. (Hold points are required inspections that must be performed prior to the continuance of work. Hold points may be identified during this phase.) <u>Follow-Up Phase</u> When a task reaches a hold point, it moves into the Follow-Up Phase. This phase involves specific in-process inspections, testing, daily reports and associated documentation. Our group implementation leads inspect the work to ensure it complies with contract requirements. Work may continue on a system pending inspection provided that the work to be performed does not cover up or alter the work to be inspected. Work that is noncompliant with the designs, specifications, codes, or regulations shall be noted as unsatisfactory on the inspection report and marked for rework. Upon completion of the rework, it will be re-inspected and documented. Work may continue only after proper approval. <u>Completion Phase</u> At this point, we require final inspections to ensure the definable feature of work is complete and meets contract requirements pertaining to form, fit, and function. Noncompliant work regarding designs, specifications, codes, or regulations shall be noted as unsatisfactory and marked for rework. Upon completion of the rework, it will re-inspected and documented until it meets with approval. <u>Nonconformance Reporting</u> Nonconforming conditions are defined as features of work that have been installed and inspected and do not conform to the drawings, specifications, or other contract documents. While the group implementation leads have ultimate responsibility, we expect every Johnson Controls employee or subcontractor to report nonconforming materials, installations, or work processes. When a condition is found to be nonconforming, the following process will occur: • The group implementation lead will be notified and will investigate. • If deemed noncompliant, it will be documented. • The group implementation lead will assign a date for the deficiency to be resolved. • The party responsible for resolution will promptly investigate the deficiency, identify the required corrective action, and receive action approval from the group implementation lead. • The party responsible will complete and document the corrective action.

		• The group implementation lead conducts follow up inspections, verification, and documentation. **Testing and Commissioning** For the testing, commissioning and start-up of each system — in line with Johnson Controls' Project Commissioning Plan — we will provide the services of competent and qualified technicians who will validate and certify the systems in accordance with contract requirements. The technicians will perform thorough component and operational testing of all new and reconfigured systems, to include: • Required data input and system startup. • Monitoring functionality through the entire sequence and verification of proper operation, including hardware and software. • Calibration of equipment, adjustments, and verification of data communications before the system is placed online. • Check of each control point within the network. • Verification of operation of all systems in specified failure modes upon network failure or loss of power, and verification that all systems return to control automatically upon resumption of network operation or return of power. **System Turnover and Final Acceptance** Upon completion of the installation, testing and commissioning of the applicable system, a system acceptance inspection will be performed. The Equalis Group/Region 10 ESC member will receive written notification of the inspection five days prior to the planned date. Johnson Controls will inspect the installed system(s) as required in the presence of a member representative. We will document the results and Equalis Group/Region 10 ESC member acceptance with the representative's signature. This signature indicates that the customer has accepted custody of the system and that all warranties for the system shall commence on the date of acceptance.
	Identify measures taken to stay current with local building codes/regulations as well as energy codes.	Johnson Controls uses a variety of mechanisms to remain informed about ongoing regulatory changes in the industries and regions in which we compete. These include internal regulatory affairs experts, legislative reporting services, external consultants, and engagement with industry associations and coalitions. We engage at all levels of government to remain informed about legislation, buildings codes, and industry standards. Johnson Controls maintains leadership roles with key industry and trade associations influencing regulations. This is a mechanism for us to stay apprised of key issues and developments impacting our products and ultimately our customers. We proactively manage it by having internal experts and outside consultants and mechanisms in place to advocate for our positions and drive regulatory change. We develop product and technology roadmaps to ensure that our offerings meet the changing regulatory environment and our customers' needs. All projects and equipment will be designed and installed according to all relevant codes, standards and industry best practices including adopted international codes, national, state, and other local codes. Furthermore, we will also use such recognized authorities as ICC (International Code Council) and ASHRAE (American Society of Heating, Refrigerating, and Air Conditioning Engineers) These standards include ASHRAE 55-2004 (Thermal Environmental Conditions for Human Occupancy) with addendum 55a-2004, ASHRAE 62-2001 (Ventilation for Acceptable Indoor Air Quality). Our dedicated full-time project managers bring expertise in local codes and regulations because they are based in the area, and undergo regular training to bring you the latest industry practices. And because they are all in-house employees, we provide you with single source accountability and greater assurance that the project will be delivered successfully.

	Outline all applicable product certifications currently held.	Johnson Controls holds a wide range of product certifications across its portfolio to ensure compliance with industry standards, regulations, and customer requirements. While the specific certifications can vary depending on the product category, the following list outlines key certifications applicable to Johnson Controls products: **Global Product Certifications** **ISO Certifications** ○ ISO 9001: Quality Management Systems. ○ ISO 14001: Environmental Management Systems. ○ ISO 45001: Occupational Health and Safety Management Systems. **UL (Underwriters Laboratories) Certification** ○ UL standards for fire safety, electrical components, HVAC systems, and building automation products. **CE Marking** ○ Compliance with European Union safety, health, and environmental requirements for various products. **ASHRAE Standards** ○ Certifications for HVAC systems adhering to energy efficiency and building standards. **AHRI Certification** ○ Certification from the Air-Conditioning, Heating, and Refrigeration Institute for HVAC performance. **CSA Certification** ○ Compliance with Canadian Standards Association (CSA) standards for safety and performance. **FCC Compliance** ○ Certification for products with radio frequency or wireless communication functionality. **RoHS (Restriction of Hazardous Substances) Compliance** ○ Ensures products meet EU standards for reducing hazardous materials. **REACH (Registration, Evaluation, Authorization, and Restriction of Chemicals) Compliance** ○ Certification for chemical safety in products sold in the EU. **Building Automation & Controls Certifications** **BACnet Testing and Certification** ○ BACnet International certification for building automation and controls. **BTL (BACnet Testing Laboratories) Certification** ○ Ensures compliance with BACnet interoperability standards for building automation systems. **LonMark Certification** ○ Certification for products using the LonWorks communication protocol. **Fire and Security Certifications** **NFPA (National Fire Protection Association) Compliance** ○ Adherence to fire safety standards for suppression systems, alarms, and detectors. **EN54 Certification** ○ European standard for fire detection and alarm systems. **FM (Factory Mutual) Approval** ○ Certification for fire protection and risk prevention systems. **Energy Efficiency & Sustainability Certifications** **ENERGY STAR Certification** ○ Energy-efficient products certified by the U.S. Environmental Protection Agency. **LEED Contributions** ○ Johnson Controls products contribute to LEED (Leadership in Energy and Environmental Design) certification for buildings.

		Green Building Certifications ○ Products supporting certifications for sustainable building standards. **Refrigerants and Environmental Standards** **Eurovent Certification** ○ Certification for energy efficiency and performance in HVAC systems. **Low GWP (Global Warming Potential) Refrigerant Compliance** ○ Products using environmentally responsible refrigerants. **Regional & Industry-Specific Certifications** **IEC Standards** ○ Compliance with International Electrotechnical Commission standards. **ETL Certification** ○ Electrical Testing Laboratories certification for products. **SII Certification** ○ Standards Institution of Israel certifications for specific products. **Meets DOE Standards** ○ Compliance with U.S. Department of Energy efficiency standards. **Additional Certifications (Dependent on Product Lines)** **Cybersecurity Certifications** ○ Products certified for cybersecurity standards such as IEC 62443. **Health and Safety Certifications** ○ Certifications in compliance with OSHA and other regional safety standards. **Manufacturer-Specific Certifications** ○ Industry-specific certifications for products such as chillers, boilers, and fire suppression systems.
	Describe initiatives in place to assist clients with achieving sustainability commitments or other green building standards through the offered products and services.	**Johnson Controls Provision of Green Solutions for Customers** We are a sustainability company. Our commitment extends beyond the walls of our company, to the knowledge and expertise we can bring to our clients. To date, we have been involved in more than 500 renewable energy projects including biomass, solar, and geothermal technologies. Our solutions have reduced carbon dioxide emissions by 17.4 million metric tons and generated savings of $7.5 billion since 2000. Our renewable technologies customers include K-12 school districts, higher education customers, local governments, state government departments, and federal government agencies. For example, in 2015, we helped Stanford University cut its water use by 15 percent and save $420 million in operational costs thanks to a new central energy facility (CEF) developed with help from Johnson Controls. The new plant helps Stanford make substantial progress to meet California's statewide goal to reduce water use by 25 percent. Over the past decade, Johnson Controls product innovations and solutions have reduced refrigerant charge in HVAC equipment by nearly 30 percent, while improving efficiency by more than 40 percent. These improvements have a major impact on reducing the greenhouse gas emissions over the lifecycle of our products. Our recently released YORK® YZ magnetic-bearing centrifugal chiller is the most efficient chiller in the world and uses a next generation low-GWP (global warming potential) refrigerant, delivering not only environmental responsibility, but superior performance and lower cost of ownership. We have completed over 52 million square feet of certified green building space for our customers around the world. In China alone, we have helped our customers achieve LEED for 51 locations covering 25 million square feet and China's Star Green building certification for eight locations covering 5 million square feet. Our YORK® High-Efficiency heating and cooling systems dynamically adjust capacity and airflow, instead of simply turning on or off, air circulates more precisely and quietly, reducing energy costs as much as 50 percent. YORK® Affinity™ Variable Capacity Residential Systems are Wi-Fi enabled, empowering users to monitor their home comfort system via the internet. Charge Assurance™ monitoring streamlines installation and simplifies service.

		We also help customers achieve energy savings through the implementation of Energy Performance Contracting. Through these projects we deploy equipment upgrades and management services to deliver guaranteed energy savings and achieve GHG reductions. Since January 2000 these projects have resulted in a reduction of more than 26.2 million metric tons CO2e. Our Distributed Energy Storage (DES) systems are a core business for Johnson Controls. We have 100+ years of experience delivering batteries that meet our customers' evolving needs. The Stationary Energy Storage team helps customers realize savings through energy storage and peak shaving. They engineer, develop, manufacture, and sell stationary energy storage solutions that use smart technology to reduce energy costs by decreasing electric demand charges. Johnson Controls provides the most efficient and reliable energy storage system for enabling grid optimization and renewable energy integration. The strength of our offering comes from the combination of our world-class battery technology, in-depth buildings expertise and intelligent controls to deliver holistic energy storage solutions. Most recently Johnson Controls was named to Fortune Magazine's "Change the World" list alongside Microsoft. We were recognized for collaborating with the University of Hawai'i (UH) Maui College on its project moving toward generating 100 percent renewable energy on site. **Green Initiatives** **Sustainable Energy for All:** We are a co-convener of the Sustainable Energy for All initiative participating in the Building Efficiency, District Energy, Industry Efficiency Accelerators, and Cooling for All initiatives. These initiatives leverage global expertise to accelerate local government implementation of building efficiency policies and programs, addressing challenges of access to cooling and technology development, and further energy efficiency in the industrial sector. We are proud of our sustainability leadership. As an early reporter in sustainability, we continue our commitment to measurement and transparency to improve our sustainability efforts. We have reported sustainability data since 2002 and follow the Comprehensive Global Reporting Initiative Standards. We helped start the Global Battery Alliance with the World Economic Forum to address the challenges of pollution, recycling, and sustainable development in the global battery market. Our current key innovations and initiatives demonstrate acceleration in delivering energy efficiency and decarbonization in buildings. This includes our expertise in the solutions that form the smart building trifecta of energy-efficient equipment, clean electrification and digitalization. Through our work in upgrading building equipment to make it energy efficient, and replacing the use of gas and oil in buildings with electrification and aggregating data, we are creating an entirely new class of green buildings. It's a decarbonized built environment that amplifies energy, emissions and cost savings, and even enables buildings to produce more energy than they use, thereby transforming buildings from cost centers and carbon problems to cash centers and carbon solutions.
	Outline any remote monitoring or diagnostic testing capabilities.	**BUILDING OPTIMIZATION SYSTEMS** **OpenBlue** In our new world we must transform in every way. Johnson Controls is transforming how spaces and places are perceived and enjoyed. Applying data from both inside buildings and beyond, our customers can now manage operations systemically. Introducing the blueprint of the future: **OpenBlue** is a dynamic new space from Johnson Controls. This is how buildings come alive. We are a leader in connected technologies, routinely installing and servicing connected equipment for clients worldwide. We are taking "Smart Buildings" to the next level with our OpenBlue Technology that is a complete suite of connected solutions that deliver impactful sustainability, healthy living experiences, and increased safety and security with our cutting-edge technology. It features an AI-powered solution that includes remote diagnostics, predictive maintenance, compliance monitoring, advanced risk assessments, and more, all focused on enhancing interior environments. OpenBlue is a complete suite of connected solutions that delivers impactful sustainability, new occupant experiences, and respectful safety and security that combines our 135 years of building expertise with cutting-edge technology. It also features a suite of tailored, AI-powered service solutions such as remote diagnostics, predictive maintenance, compliance monitoring, advanced risk assessments, and more.

Building Systems:

- Building Management System
- Access Control System
- Lighting
- HVAC
- Floor plans

Integrated Workplace Management Systems:

- Meeting rooms (size, location, amenities)
- Desk (reservable, status)
- Assets (type and location)
- Other spaces
- Frictionless Access Control
- Facial Recognition
- Skin temperature scanning solution
- Facemask detection
- Thermal imaging, UV sanitizing gates, contact tracing, touchless visitor management

Enterprise IT Systems:

- HR & IT System
- Active Directory
- Microsoft Exchange
- CMMS

Third Party Offerings:

- Sensors
- Space Scheduler
- Mobile Access
- Parking management
- Travel options (bus, train, car)
- Weather, traffic, stock prices

OpenBlue serves many different industries: workplaces, hospitals, schools, campuses, stadiums, enterprises, and more. OpenBlue creates value for our customers, from helping patients heal faster to ensuring students re-enter schools with better peace of mind, and from fans experiencing stadiums in a new personalized way to laboratories making major scientific breakthroughs.

Johnson Controls OpenBlue technology powers an innovative suite of new digital solutions with more than 20 uniquely tailored services across HVAC, Fire Protection and Security. The new service offering suite will address unique customer needs including touchless environments, adaptable buildings, contact tracing, and sophisticated ventilation and sanitization systems.

OpenBlue Tailored Services Suite
Highly tailored services for HVAC, fire protection, and security use data-driven insights to support better planning and decision-making, enhanced productivity, and optimized performance. OpenBlue technology powers service the way you want it, with options including predictive maintenance, remote diagnostics, and advanced monitoring.

		Remote Operations Center Johnson Controls has the capability to monitor and operate from our Remote Operations Center (ROC), located in Milwaukee, WI. Johnson Controls has used this strategy successfully numerous clients over 25 years. Value to Equalis Group/Region 10 ESC members: ▪ The ROC can supplement the full-time on-site staff and our local technicians. The ROC can supervise your facility's performance and provide immediate response to emergencies. The UL and Factory Mutual certified ISO 14001 compliant central station monitors and manages more than 3,000 sites in North America. ▪ The ROC monitors equipment status, alarm points, critical temperatures, etc. 24 hours-a-day, 7 days-a-week. Using predicative maintenance techniques and algorithms, the ROC receives, records, and responds to emerging equipment conditions – and notifies our local resources accordingly, including dispatching the appropriate personnel to resolve an issue before it becomes a problem. The ROC itself is completely self-sustaining with back-up power systems and redundant monitoring technology. Certifications: ▪ The ROC's dedicated team of CSAA 5 Diamond-Certified building management and monitoring professionals monitor your building's systems 24 hours a day, seven days a week, 365 days a year. It can monitor and/or operate any equipment and critical systems connected to your building automation system, including: ▪ HVAC equipment and Building Automation Controls ▪ Security and fire systems ▪ Lighting, refrigeration and electrical systems (building operations)
	Describe how you address cybersecurity concerns in connected systems.	Cybersecurity is increasingly important to the markets and customers we serve, so we've made significant investments to incorporate cybersecurity elements into our products and will consistently deliver solutions and systems that have appropriate safeguards against cyberattacks intended to cripple critical infrastructure. We also ensure that we follow secure practices across the product lifecycle to address cybersecurity concerns beyond installation. We have a cadre of more than 100 Security Champions (SCs) — engineers dedicated to driving continuous improvement in product security with a particular focus on secure software and firmware development. Through internal and external training, and attendance at national security conferences like AppSec, RSA and Black Hat, our SCs build their knowledge of key product security concepts, accepted industry security best practices, product security standards, and security industry trends. Our SCs review and guide our product security requirements and features. For more than five decades, our master systems integrators have helped customers integrate security technology into complex facilities. Our security maintenance and monitoring services can help protect your people and assets, and lower operating costs. • Experienced: We serve 30% of Fortune 1,000 companies and are responsible for advanced security solutions in over one billion square feet of commercially leased property. • Flexible and Scalable: Our robust security management platform is built on an open, standards-based protocol, enabling countless integrations for future expandability. • Dependable: We're both global and local, so there are hundreds of local offices available to provide the level of customer service you require. • Innovative: Our membership with the Industry Consortium for Advancement of Security on the Internet (ICASI) connects us with other global leaders in the cybersecurity realm. This collaboration allows us to remain on the leading edge of innovating secure networks, designing protections for software, and developing secure cloud infrastructures that keep data safe. • Knowledgeable: Our network of industry cybersecurity advocacy groups, such as our membership with Open Web Application Security Project (OWASP) and Forum of Incident Response and Security Teams (FIRST), enables us to stay ahead of the latest in security threats and be a trusted advisor in our industry.

		Trust Johnson Controls with these security maintenance and monitoring services: • Maintenance for access control, video surveillance, intrusion, and intercom/emergency call systems. • Test and inspection for access control, video surveillance, intrusion, and intercom/emergency call systems. • Security consulting, risk assessment and security surveys. • Remote security monitoring. • Network analysis to determine vulnerability to cyberattacks.
Customer service/problem resolution	*Describe your company's Customer Service Department (hours of operation, how you resolve issues, number of service centers, etc.).*	Our offices are open daily from 8:00 am to 5:00 pm, and we offer 24/7 service to our customers. Our service phones are covered after hours and technicians are available for dispatch 24/7 to address our customers' building issues. Each of our company-owned service branches has a 24/7 local service contact number and a toll-free number. We have both contact methods in place to satisfy all of our customers. The local service organization includes dedicated office personnel who receive and process service requests, manage our planned maintenance plan commitments, secure service parts for service work, and invoice. All of our service personnel are company employees and our service branches are company owned. Johnson Controls takes a proactive response to issue management. There are five key areas that keep our project team focused on resolving issues and meeting our commitments: • A well-conceived master schedule inclusive of all critical milestones. • Establishing the protocols and requirements for ongoing communication and collaboration/reporting throughout the life of the project. • A list of action items (tied back to the master schedule) maintained by the Project Manager throughout the life of the project. • A thorough project analysis that reviews any factors that may influence the project installation planning process or cost. • When an unforeseen issue does occur, the Project Manager addresses the issue immediately. As it pertains to emergency service calls, we have over **7,000 front-line service providers** nationwide in over **160 branch locations** which allows us to provide local decision-making authority and respond to the emergency needs of customers in a timely manner. Local employees will be dedicated to your project to ensure its successful development and implementation. Our extensive branch network is **100% company owned** and operated. Full ownership of our branch network benefits our customers because we are able to provide: • Consistent processes and procedures • Consistent service standards • Consistent on-time delivery • Consistent pricing and training • Consistent long-term support **Remote Operations Center (ROC)** Today's complex facilities need experienced operators watching over the building, identifying issues, and correcting problems, before they impact occupants or operations. The Johnson Controls owns and operates a Remote Operations Center that provides a dedicated team of certified building management professionals to monitor our customers' building systems: security, fire, HVAC, building automation, lighting, refrigeration, electrical and more. The following remote services are available twenty-four hours a day, seven days a week, and 365 days a year. • Fire & Security Monitoring • Intrusion/burglar alarm monitoring • Critical point monitoring

		• Elevator phone monitoring • Supervised opening/closing • UL Factory Mutual ensures operational standard are maintained by our Remote Operations Center Our depth of knowledge assures correct prioritization and response to alarms when they occur. When an alarm is received, our system automatically assigns the customer's own unique and customizable alarm handling actions for the alarm, resulting in timely response to minimize loss and/or maximize potential for defeat of the threat, compliance with legal requirements for fire systems and insurance carrier requirements, and accurate records of alarm activity for audit needs. Johnson Controls can monitor all types of equipment and systems in your building for critical alarms or other conditions and respond with customer-specific protocols. We can enhance this service with remote troubleshooting and diagnostics to get to the root cause of your problems faster and solve them more quickly. Examples of our systems monitoring capabilities are: • Building automation and controls • HVAC equipment • Lighting • Electrical systems • Refrigeration systems
	Describe how you address emergency service requests outside normal business hours.	We provide 24/7 emergency maintenance and repair services through our branch network. Our offices are open daily from 8:00 am to 5:00 pm, and we offer 24/7 service to our customers. Our service phones are covered after hours and technicians are available for dispatch 24/7 to address our customers' building issues.
Financial condition of vendor	*Demonstrate your financial strength and stability with meaningful data. This could include, but is not limited to, such items as financial statements, SEC filings, credit & bond ratings, letters of credit, and detailed refence letters*	Johnson Controls International plc has a strong balance sheet with significant financial liquidity. As of September 30, 2024, our parent company has more than $42.7 billion in total reported assets. In addition, we continue to generate strong revenue and profitability. For the fiscal year 2024, our company reported net revenue of $22.95 billion and net income of $1.7 billion. Our parent company has a long-term credit rating of BBB+/Stable/A-2 from Standard & Poor's Rating Service. This financial strength empowers us to fund our project development activities. Johnson Controls' financial health provides Equalis Group/Region 10 ESC members assurance of our ability to serve our customers. Our capacity to integrate a wide range of services into a cohesive, tailored value proposition for our customers truly differentiates us from our competitors. We have invested millions of dollars to create a robust operational, financial, and technical infrastructure, critical when managing large, widely distributed, and divergent sets of properties that constitute customer portfolios. We continue to focus on profitable growth in all our businesses, as it allows us more opportunities to leverage our volume, leading to improved quality and efficiencies. This enables us to invest in innovation and improve our services, bringing more success to our customers. Our growth goals are supported by initiatives focusing on new technology, optimizing our resources and continuous improvement of quality, reliability, and delivery. Our latest financial report can be found within our Form 10K which is made available using the following link: https://investors.johnsoncontrols.com/financial-information/financial-reports?doc=*
	What was your annual sales volume over last three (3) years?	Johnson Controls combined annual revenue over the past three years was $65.8 billion. We have provided a breakdown of annual revenue for each of the past three years below. 2024: $22.9B 2023: $22.3B 2022: $20.6B

History of meeting products and services deadlines	*Outline the process timeline for product pickup, delivery and any other applicable capabilities not already addressed.*	We distribute our products and services through our over 160 branch locations in North America and 473 locations worldwide located across 150 countries. The Master Agreement covers all US territories and outlying areas. Our company does business internationally and has the capability to distribute products to even very remote parts of the globe. We distribute directly as a manufacturer through more than 160 branch offices (shown below). In addition, we have 92 distribution and warehouse facilities in North America.  Various other companies may be involved in shipping products to our customers. The company involved depends on the equipment being purchased, the location of delivery, the location of manufacture, and the time frame involved. We deliver products to all corners of North America, from downtown Manhattan to the islands of Hawaii to remote, northern Alaska. Delivery times vary greatly based on the type of equipment and the customer's location. We strive to achieve just-in-time delivery to avoid storage costs and costs associated with damage that can occur when equipment and parts are stored on site or in a facility for any length of time. Additionally, we do not enforce your warranty until we reach substantial completion. This helps save our customers a little money by not starting the warranty period too early when the system is not yet in use. Our standardized scheduling processes will assist in preventing schedule setbacks. Each phase must be executed in sequence with the designated critical path schedule as developed by the Operations Manager. Individual conservation measures are labeled with one or more of the following pieces of information: • Key retrofit category • Critical preceding tasks and linking tasks • Construction milestones and necessary deadlines • Management skills required • Follow-up responsibility • Tools • Special instructions • Changes, additions, or deletions from original designs or engineering specifications Our scheduling process allows us to successfully manage multiple measures at multiple sites with minimal deviation. We will schedule installation around all site activities. As part of our HVAC and Facility Systems, Automation Installation, Service and Related Products and Services solution, there are no minimum quantities related to orders before a delivery can be made. All equipment is shipped to the appropriate location

		in order to ensure timely installation and commissioning with regard to the scope of the agreed upon program and to ensure conservation and utility savings can be generated as quickly as possible.
Other factors relevant to this section as submitted by the Respondent	*Describe the capacity of your company to provide management reports, i.e. consolidated billing by location, time and attendance reports, etc. for each eligible agency*	Johnson Controls can provide these reports. Billing reports are flexible dependent upon the customer's needs. For Time and Attendance reports, we only provide these reports on projects that require Certified Payroll. On standard calls, Technicians log their arrival and departures via smart phones.
	Provide your safety record, safety rating, EMR and worker's compensation rate where available.	Johnson Controls uses several tools to measure safety performance over time to evaluate the frequency, severity, and cost of injuries in the workplace. Our company is proud of its unmatched safety record, and it is our goal to have an injury-free workplace. We utilize a mixture of leading and lagging indicators to assess the health and safety performance of our operations. Leading indicators include reporting and disclosure of all Near Miss events and field risk assessments before work takes place. Reported Total Workforce numbers include employees and supervised contractors. Lagging indicators include the OSHA Total Recordable Incident Rate (TRIR) and the Lost Time (or Lost Workday) Incident Rate (LTIR) based upon the number of incidents per 100 employees working 40 hours per week, 50 weeks per year (or per 200,000 work hours). Compared to the industry average TRIR of 3.3 and LTIR of 1.9, Johnson Controls is leading the way in safety with a current TRIR of 0.59 and LTRI of 0.10, as shown in the charts below. Another tool used by the insurance industry to evaluate an employer is the Experience Modification Rating (EMR). Safety is a high priority for all Johnson Controls jobs and is reflected in our current EMR of 0.34. The industry average EMR is a 1.0 rating, which means that Johnsons Controls EMR rating is 66% better than the industry average. Compared to industry averages for Total Recordable Incident Rate and Lost Time Incident Rate, Johnson Controls is leading the way in safety. In fact, ***our current safety record surpasses the published future safety goals of most industry leaders.***

Johnson Controls, Building Solutions North America, HVAC Domain
Safety Summary

Pre-bid support team: FieldSafetyTeam@jci.com

CALENDAR YEAR	EXPOSURE HOURS	AVERAGE # OF EMPLOYEES	FATALITIES	CASES WITH DAYS AWAY FROM WORK	LOST TIME INCIDENT RATE (LTIR)	# LOST DAYS	LOST DAY SEVERITY RATE	CASES WITH JOB TRANSFER OR RESTRICTION	CASES WITH DAYS AWAY RESTRICTION OR TRANSFER RATE (DART)	OTHER RECORDABLE (MEDICAL ATTENTION ONLY) CASES	RECORDABLE (MEDICAL ATTENTION ONLY) INCIDENT RATE	TOTAL RECORDABLE CASES	TOTAL RECORDABLE INCIDENT RATE (TRIR)
2024	17,322,384	8,661	0	9	0.10	578	6.67	23	0.37	19	0.22	51	0.59
2023	17,285,844	7,957	0	6	0.07	299	3.46	20	0.30	19	0.22	45	0.52
2022	20,307,608	9,496	0	12	0.12	920	9.06	20	0.32	21	0.21	53	0.52
2021	19,675,755	10,366	0	11	0.11	738	7.50	28	0.40	18	0.18	57	0.58
2020	18,284,491	9,142	0	15	0.16	1937	21.19	24	0.43	22	0.24	61	0.67

Effective Date of Experience Modification Factor	Experience Modification Factor - JCI	Production Date Experience Modification Factor - JCI	Applies to the Johnson Controls Policy Term
October 1, 2024	0.34	09/23/2024	10/01/2024
October 1, 2023	0.42	09/17/2024	10/01/2023
October 1, 2022	0.53	09/10/2024	10/01/2022
October 1, 2021	0.51	09/10/2024	10/01/2021
October 1, 2020	0.51	06/24/2024	10/01/2020
October 1, 2019	0.52	06/03/2024	10/01/2019

Qualification and Experience (25 Points)

<table>
<tr><td rowspan="2">Respondent reputation in the marketplace</td><td>Provide a link to your company's website</td><td>https://www.johnsoncontrols.com/</td></tr>
<tr><td>Please provide a brief history of your company, including the year it was established.</td><td>Johnson Controls, a publicly held corporation, was founded in 1885 and trades on the New York Stock Exchange under ticker symbol JCI. Johnson Controls, a 140-year Global Fortune 500 Company, is a global leader in delivering HVAC, integrated building control systems, mechanical equipment, fire alarm and life safety products, physical security systems, and both mechanical and technical services. We also provide solutions designed to improve the comfort, safety, and energy efficiency of non-residential buildings and residential properties.

Johnson Controls operated under two former names: Johnson Electric Service Company July 31,1900 to July 10, 1902, Johnson Service Company July 10, 1902, to November 11, 1974. Our company merged with Tyco International in 2016 as Johnson Controls International, PLC.

Building Technologies & Solutions sells its integrated control systems, security systems, fire-detection systems, equipment, and services primarily through the Company's extensive global network of sales and service offices, with operations in approximately 60 countries. Significant sales are also generated through global third-party channels, such as distributors of air-conditioning, security, fire-detection, and commercial HVAC systems. In fiscal 2017, approximately 27% of our sales originated from its service offerings.

Trusted Buildings brands, such as YORK®, Hitachi Air Conditioning, Metasys ®, Ansul, Ruskin®, Titus®, Frick®, PENN®, Sabroe®, Tyco®, Simplex® and Grinnell® give the Company the most diverse portfolio in the building technology industry.</td></tr>
<tr><td>Past relationship with Region 10 ESC and/or Region 10 ESC members</td><td>Have you worked with Region 10 in the past? If so, provide the timeframe and main contact for that work?</td><td>Yes. Johnson Controls Inc. was awarded an HVAC & Facility Systems, Automation, Installation, Service and Related Products & Services Contract #R10-1102A by Region 10 ESC through the Equalis Group Cooperative on November 1, 2020 and is renewable through 2027. Johnson Controls was awarded an Energy and Conservation Performance Contracting Services contract #R10-1143 by Equalis Group/Region 10 in January 2023 and is renewable through 2027. Johnson Controls was awarded an Alternative and Renewable Energy Solutions contract by Equalis Group/Cooperative Council of Governments in May 2023 and is renewable through 2027. JCI has captured large projects utilizing the Region 10 ESC Contract #R10-1102A with Texas State University and Los Angeles World Airports. We have completed a considerable number of projects and service work for Region 10 ESC members.</td></tr>
<tr><td>Experience and qualification of key employees</td><td>Please provide contact information including email and resumes for the person(s) who will be responsible for the following areas. Region 10 requests contacts to cover the following:
* Executive Support
* Account Manager
* Contract Manager
* Marketing
* Billing, reporting & Accounts Payable</td><td>We have provided resumes for the following individuals:
Tom Staves, Sales Manager
Mary Beth Alexander, Sr Business Development Manager, Cooperative Contracts (responsible for contract management and coordinating billing, reporting, and accounts payable teams)
Paul Poblocki, Director of Marketing and Strategy
Al Young, Vice President Global and North America Strategic Accounts
Tom Staves
Sales Manager
AREAS OF EXPERTISE
Serve as the state government cooperative sales "expert" for the field.
Be the key communication conduit and contact / liaison point for all State Government vertical / horizontal marketing matters – providing direct support for both regional and district sales and marketing entities, lead and drive the sales effort.
Identify and prioritize key new opportunities; collaboratively secure commitments from the General Sales Managers on key target customers to pursue; and lead the sales effort
Continuously train the sales force via monthly webinars to assist in the education gap of how to sell in the state government space.
RESPONSIBILITIES</td></tr>
</table>

Tom is responsible for direct sales, business development and sales activities in the national state government cooperative vertical for the entire Johnson Controls, Inc. products/service portfolio; and drive and/or assist execution of all market related marketing in order that Johnson Controls, Inc.'s customer perception, brand & market exposure, revenues. and profitability to the company can be fully maximized.

EDUCATION / CERTIFICATIONS/ MEMBERSHIPS

Onondaga COMMUNITY COLLEGE SYRACUSE, N A.A.S. in Fire Protection Technology 1995

EMPLOYMENT HISTORY

- Johnson Controls: Johnson Controls. National Sale Manager, State Government, 2012 to Present
- Simplex Grinnell: National Manager Government Business Development, 2006 to 2012
- Simplex Grinnell: National Accounts Sales Manager, 2001 to 2005
- Simplex Time Recorder, Co.: Service Sales Representative, 1995 to 2000

Mary Beth Alexander
Sr Business Development Manager, Cooperative Contracts

AREAS OF EXPERTISE

Mary Beth has more than thirty years' experience Selling Solutions and Services to customers of all sizes in all vertical markets. For the past ten years, she has been supporting and training JCI Sales teams to expand our national/state cooperative contracts usage to eligible members across North America. Mary Beth has both the knowledge of the various solutions JCI provides and experience working with all JCI sales teams especially the Sustainable Infrastructure/Performance Contracting Team across North America spanning virtually all vertical markets. She enjoys engaging with the JCI Customers/Cooperative Members to help facilitate purchases using JCI Cooperative Contracts. Mary Beth helped to sell the first cooperative sale within the JCI Cooperative program and since the program has achieved significant year over year growth totaling over $400M in fiscal year 2022.

In 2021, Mary Beth received the Johnson Controls Chairman's Award for her dedication to serving clients within the cooperative purchasing environment and their customers. The Chairman's Award recognizes employees who go above and beyond to accelerate our growth strategy, better serve our customers, communities, and colleagues, and improve performance as we power our customers' missions and protect the environment.

RESPONSIBILITIES

Mary Beth will be responsible for business development of this Equalis Group /Region 10 contract #R10-1143. Activities will include but are not limited to:

- Be the subject matter expert to the JCI Sustainable Infrastructure Sales Team on Cooperative Contracts
- All JCI BSNA (Building Solutions North America) team members will receive Cooperative Training including How to incorporate this contract into the SI team sales cycle
- Introducing the Equalis Group team to the JCI sales teams in all markets to form a partnership to increase sales
- Liaison between JCI/Equalis Group to help the member feel comfortable that this is the correct cooperative contract to utilize for their procurement and sign up to become a member if required
- Provide the JCI BSNA team with all that is required to make sales under this contract
- Provide Equalis Group sales leads to the JCI BSNA teams
- Help to build out the Equalis Group/JCI internet site for this contract, our internal Equalis Group Sharepoint site, marketing materials, and PowerPoint material for Sales to use in customer presentations.

EDUCATION / CERTIFICATIONS/ MEMBERSHIPS

- BBA, Human Resources, University of Wisconsin – Oshkosh, WI
- National Institute for Certification in Engineering Technologies (NICET)
- Fire Protection Engineering Technology / Fire Alarm Systems / Level II Certification #83829

- Member of WHEA, WASBO and IFMA

EMPLOYMENT HISTORY

- Johnson Controls: Sr Business Development Manager, State Cooperative Contracts June 2013-Present
- Siemens Industry, Inc - Building Technologies: Senior Service Sales Executive, 2008-2013
- Siemens Industry, Inc - Building Technologies: National Account Executive, 2007-2008
- SimplexGrinnell LP - Tyco International Fire & Security Division: National Account Sales Manager, 2002-2007
- SimplexGrinnell LP - Tyco International Fire & Security Division: Senior Sales Representative, 1995-2002
- SimplexGrinnell LP - Tyco International Fire & Security Division: Service Sales Representative, 1992-1995

Paul Poblocki
Director of Marketing and Strategy

AREAS OF EXPERTISE

- Business analytics, strategic planning, data modeling, and digital marketing
- Infrastructure renewal, energy efficiency, water efficiency, energy storage, microgrid, and renewable energy

RESPONSIBILITIES

Paul leads a team to develop and support strategy and integrated marketing efforts for the Performance Infrastructure business at Johnson Controls. He gathers, monitors, and evaluates market intelligence to implement data-driven decision making and long-term strategic planning. He and his team are responsible for driving offerings, such as infrastructure renewal, energy efficiency, water efficiency, energy storage, microgrid, and renewable energy into the sales organization through competitive insight, market analysis and visualization, marketing communications, and inside sales efforts.

EDUCATION / CERTIFICATIONS/ MEMBERSHIPS

- MBA, Marketing/Information Systems, University of Colorado
- BS, College of Business Administration, Marquette University

EMPLOYMENT HISTORY

- Johnson Controls, Inc., 2010-Present, Director of Strategy & Marketing
- Marquette University, 2018-Present, Adjunct Professor, Business Analytics
- Poblocki Sign Company, 2001-2010, Vice President and General Manager
- Mortgagebot, 2000-2001, Assistant Vice President and Director of Marketing
- Metavante, 1998-1999, Marketing Manager, Electronic Banking Services
- University of Colorado, 1995, Teaching Assistant
- P&S Sign Systems, 1992-1994, Product Development Manager

Al Young

Vice President Global and North America Strategic Accounts

AREAS OF EXPERTISE

- Strategic Account and Connected Technologies Operations - Pre-Bid Governance, Project Assessments, Establish Standards and Delivery with Field for Strategic Accounts and Major Projects.
- BSNA Operating System - Developed, Deployed Eco-System of KPI's/SOPs to drive standard work and best business practices, cadence, performance.

RESPONSIBILITIES

As the vice president of Operations and Customer Success for North America, Johnson Controls Building Technologies & Solutions, Al is focused on developing high performing teams and ensuring we're providing impeccable service to our customers. Al has been

		driving profitable growth for the past 30 years with the main goal of achieving commercial and operational excellence through account management and sales management disciplines, driving an operating system across a large scale and geographically diverse business, and a strategic growth mindset. **EDUCATION / CERTIFICATIONS/ MEMBERSHIPS** • BS, Mechanical Engineering, Drexel University **EMPLOYMENT HISTORY** • Johnson Controls, Inc., 2021-Present, VP Global and NA Strategic Accounts • Johnson Controls, Inc., 2018-2021, VP of Field Service and Installation Operations for North America • Johnson Controls, Inc., 2016-2018, VP and GM, HVAC • Johnson Controls, Inc., 2014-2016, VP Business Operations, Systems and Service North America • Johnson Controls, Inc., 2013-2014, VP Branch Sales North America • Johnson Controls, Inc., 2011-2013, VP HVAC Sales and Systems North America • Johnson Controls, Inc., 2007-2011, VP &GM Systems, Mid-Atlantic Region • Johnson Controls, Inc., 1992-2007, General Manager Philadelphia Branch
Past experience working with the public sector	*What are your overall public sector sales, excluding Federal Government, for last three (3) years?*	2024: $2,776,533,559 2023: $2,699,289,012 2022: $2,289,151,041
	What is your strategy to increase market share in the public sector?	Our primary strategy has always been focused on looking at the products and services that our customers within the public sector have been asking for. While they may have an idea of what they may need today, they do not always have a long-term vision for what they may need long term. By regularly engaging our customers across all vertical markets having conversations about the changes in their specific building environments, we are able to help pinpoint which products or services will best serve them today, but well into the future. JCI has an internal team that is focused on assisting our customers with new equipment and upgrades that will make their facilities more efficient and lower their carbon footprint. This team guides field sales with data for potential opportunities where public sector customers have federal stimulus funds available to them. Johnson Controls is a future-focused corporation, working every day to deliver on the promise of smart cities, smart buildings, and smart communities. Johnson Controls pursues innovation across the enterprise, constantly asking what is next to stay ahead of change and create the solutions that help our customers meet their energy goals.
Past litigation, bankruptcy, reorganization, state investigations of entity or current officers and directors	*Provide information regarding whether your firm, either presently or in the past, has been involved in any litigation, bankruptcy, or reorganization.*	**Litigation** Johnson Controls, Inc. is involved in litigation or disputes concerning various aspects of the operation of Johnson Controls, Inc. Johnson Controls, Inc. has been, may currently be and may in the future become subject to legal proceedings and commercial disputes. These are typically claims that arise in the normal course of business including, without limitation, commercial or contractual disputes with our suppliers, intellectual property matters, third-party liability, and employment claims. Given the size and breadth of Johnson Controls, Inc.'s operations, it would be difficult (if not impossible) to provide a definitive and comprehensive list of litigation relating to Johnson Controls, Inc. However, the Form 10-K annual report of its parent company, Johnson Controls International plc, identifies all litigation that may be material to the financial condition of the Company. The Form 10-K annual report can be obtained through the Company's website: https://investors.johnsoncontrols.com/financial-information/financial-reports?doc=* **Bankruptcy** Johnson Controls has never sought bankruptcy protection.

		Reorganization As a company with a 135-year history, we have undergone numerous changes. Most recently, our parent company, Johnson Controls International plc (NYSE: JCI), was formed in 2016 through a merger between Tyco International Ltd. and one of Johnson Controls' subsidiaries. Johnson Controls, Inc. became a subsidiary and the North American operating company of Johnson Controls International plc through a merger that closed on September 2, 2016.
Minimum of 5 public sector customer references relating to the products and services within this RFP	*Provide a minimum of five (5) customer references for product and/or services of similar scope dating within the past 3 years. References for K12, Higher Education, City/County and State entities are strongly preferred. References from private businesses will be disregarded. Provide the entity; contact name & title; city & state; phone number; years serviced; description of services; and annual volume*	▪ Los Angeles World Airport – Robert Casarez, Asst. Director of Maintenance, Los Angeles, CA, 855.463.5252, HVAC, Controls, Equipment, and Services 2023, $1.7M ▪ Texas State University- Jacque Allbright, Director of Purchasing, San Marcos, TX,, 512.245.2521, HVAC, Controls, Equipment, and Services, 2024 $890K ▪ Calcasieu Parish School Board- Martin Bilbo, Maintenance Supervisor, Lake Charles, LA, 337.491.1160, HVAC Service 2024, $6.3M ▪ City of Ansonia (Asonia Energy) – Kurt Miller, Budget Director, 203.736.5900, Ansonia, CT, PC, HVAC, Services, 2024 $34.5M ▪ Brown University- Paul Armas, Asst. VP of Facilities, Providence, RI, 401.863.7865, HVAC Equipment, Controls, Fire Alarm, Services 2024, $524K
Company profile and capabilities	*Do you plan to sell to customers directly, use resellers or subcontractors, or a combination of both? If you intend to use resellers and/or subcontractors, describe your process for ensuring that resellers and subcontractors comply with the pricing and terms of the contract.*	Johnson Controls and/or approved affiliates will sell directly to customers.
Exhibited understanding of cooperative purchasing	No answer is required. Region 10 will utilize your overall response to this questionnaire to make this determination. Previous experience with cooperatives is not necessary to score well for this criterion.	

Other factors relevant to this section as submitted by the Respondent	*If your company is a privately held organization, please indicate if the company is owned or operated by anyone who has been convicted of a felony. If yes, a detailed explanation of the names and conviction is required.*	Johnson Controls, Inc. is a publicly held organization.
	Provide a copy of all current licenses, registrations and certifications issued by federal, state and local agencies, and any other licenses, registrations or certifications from any other governmental entity with jurisdiction, allowing Respondent to perform the covered services. These will be provided in the space provided in Form 3. No answer is required here.	
Work Plan Management (10 Points)		
Subcontractor plan and/or self-performance capabilities	*Describe your company's overall capacity for self-performing work outlined in the scope. Please include a breakdown of projects you typically execute with your own work force versus leveraging subcontractors.*	Johnson Controls has extensive capabilities for self-performing HVAC, Building Automation, and Facility Systems installation and services related work leveraging its skilled workforce, advanced technologies, and deep industry expertise. That said, the balance between self-performance and subcontracting typically depends on the scope, complexity, region, and customer requirements of the project. We have provided an overview **Self-Performing HVAC Work** Johnson Controls has a highly trained workforce that can directly execute a wide range of HVAC-related projects, including: • **Design and Engineering:** In-house teams provide system design, engineering, and optimization to meet client-specific needs. • **Installation:** Johnson Controls technicians install HVAC and building automation systems including chillers, boilers, air-handling units, ductwork, and controls. • **Service and Maintenance:** Routine maintenance, repairs, and upgrades are often self-performed, especially for systems under service contracts. • **Retrofits and Energy Optimization:** Johnson Controls performs energy efficiency retrofits, system upgrades, and performance optimization using its own workforce. • **Building Automation Integration:** Self-performing work on integrating HVAC systems with Johnson Controls' proprietary building automation systems, like Metasys. These areas allow Johnson Controls to maintain quality control, ensure adherence to standards, and use proprietary tools and processes for peak efficiency. **Subcontracted HVAC Work** While Johnson Controls prioritizes self-performing work where possible, subcontracting is often used strategically for specific aspects of larger projects or in specialized circumstances:

		• **Large-Scale Construction Projects:** For major mechanical installations (e.g., large ductwork, piping, or heavy equipment lifts), subcontractors may be employed to augment capacity or meet tight timelines. • **Regional Labor Needs:** In areas where Johnson Controls does not have sufficient local labor or expertise, subcontractors are engaged to support project execution. • **Specialized Trades:** Certain specialized tasks, such as sheet metal fabrication, insulation installation, or certain types of commissioning, may be subcontracted. • **Union vs. Non-Union Labor:** Depending on project requirements and location, unionized labor may necessitate subcontracting specific components of the work. **Typical Project Breakdown** • **Primarily Self-Performed Work:** Smaller-scale HVAC projects, service contracts, retrofits, energy optimization projects, and building automation integration are frequently done directly by Johnson Controls personnel. • **Mixed Self-Performance/Subcontractor Work:** Mid-to-large-scale projects often involve a mix of Johnson Controls' workforce and subcontractors, with Johnson Controls managing key portions (e.g., engineering, controls, commissioning) while subcontractors handle general construction or specialized tasks. • **Primarily Subcontracted Work:** Large-scale construction projects or highly specialized tasks may involve more extensive subcontracting, with Johnson Controls focusing on project management, oversight, and system integration. **Key Advantage** Even when subcontractors are leveraged, Johnson Controls maintains strict oversight to ensure quality, safety, and adherence to customer expectations. This approach allows for scalability and flexibility while leveraging our expertise and ensuring strong project outcomes.
	Outline your process for qualifying, selecting, and managing subcontractors. Specifically address how your firm ensures subcontractors comply with local, state, and federal requirements as well as industry standards and customer-specific requirements.	**End-to-End Subcontractor Management** Selecting subcontractor partners for your project is conducted on a client-specific basis to ensure we choose the best match for the project. • We will work collaboratively with your outreach team. • We will work with preferred contractors. • We ensure people pass a thorough quality assessment and background check. This approach gives us the flexibility to reach agreements that provide the greatest benefit to each specific client and site. And, recognizing that each client has a specific culture, we seek to find firms that will complement and align well with the client to ensure a strong working relationship. **Selection Process** Effective subcontractor management begins with screening through a competitive bid process, maximizing the use of local firms. We evaluate our partners for financial capability, technical excellence, past performance, personnel qualifications, ability to meet specifications, comply with all local, state, federal requirements, as well as all applicable industry standards while

having the capability to meet all member requirements, and of course, the realism of their cost. Our process, outlined below, also includes reference checks, a financial status review and a site visit to a comparable project where appropriate.



We then work with you to select the partner that can provide the best value for Equalis Group/Region 10 ESC members in terms of quality, cost, community impacts, and responsiveness. We negotiate a contract with the terms and conditions that provide the best mechanism for managing services or materials while being fair to all parties. Our performance-based contracts with partners assure us of obtaining quality service. Our vendor management plans enable us to track and control costs and performance as closely as if we were doing the work ourselves. Most importantly, we retain full responsibility for all work our subcontractors perform.

Our Commitment to Local Subcontractors
Our local presence in cities around the world has allowed us to develop strong relationships with contractors who have a proven track record of delivering and meeting our expectations, and those of our clients. Our approach balances best value with local contractor considerations. We always seek to maximize the use of local firms, as well as participation from minority and women-owned businesses.

Execution/Accountability: Our operations manager will make every effort to use our local employees, local contractors, and local suppliers, to ensure the project is good for the community, as well as for Equalis Group/Region 10 ESC members.

Johnson Controls will also make every effort to partner and subcontract with those firms that have served you well in the past and have earned the right to be associated with the project. Most importantly, Johnson Controls retains full responsibility for all work our subcontractors perform.

Management Process
We manage subcontractors using the same tools we use to manage our own costs: defined scope of work, performance reviews, and budget review and analysis.

Defined Scope of Work/Costs
We negotiate fixed-price or time and material contracts with our subcontractors; depending on the structure of the prime contract, we may include performance-based incentives that are directly connected to contract fees. Our subcontracts include a definitive scope of work and specific contract deliverables as appropriate. These subcontracts also include “flow down” provisions from the prime contract. We incorporate our contract clauses for personnel conduct, security, dress codes, etc. into each of our subcontracts. We include a requirement within all of our subcontracts to establish an internal quality control program and agreement that allows us to conduct periodic inspections of subcontractor designated work areas.

		Performance Reviews We establish a technical point of control for all vendors/service providers. Typically, a manager or a supervisor is charged with reviewing vendor performance to ensure that he or she has delivered timely service at the defined level of quality. The technical monitor also reviews the vendor invoices to ensure realism and accuracy. Whenever the technical monitor finds an anomaly, he or she ascertains whether the charges are justified. This control mechanism helps ensure Equalis Group/Region 10 ESC members are charged only for work done and that costs are fair and reasonable. **Budget Review** We build yearly budgets that cover all projected costs, including service provider costs. As part of our monthly budget review, our management team identifies any trends or instances of excessive cost and ensures subcontractor compliance to contract terms and conditions. The responsible manager is then tasked to review all costs in this budget area and develop justification or prepare a corrective action process. This control mechanism helps prevent cost creep that might go unnoticed at the individual item level. **Bill Analysis** The process for administering contracts is described above. Bill paying is done in accordance with our accounts payable process. After the technical manager for the subcontract signs off on the invoice to verify that it is accurate, the invoice is sent to accounts payable. Our system's processes are designed to identify and correct possible duplicate invoice payments. Commitments and costs are captured within Oracle, down to the lowest level of service activity. Checks are generated as invoices are verified. Johnson Controls issues checks to vendors on a predictable and pre-determined frequency.
	Please attach any certifications you have as part of your response to Form 3.	
Commitment to Service Equalis Group Members (10 Points)		
Marketing plan, capability, and commitment	*Detail how your organization plans to market and promote this contract upon award, including how this contract will fit into your organization's current go-to-market strategy in the public sector.*	Within **the first 30 days**, Mary Beth Alexander, our Sr Business Development Manager Cooperative Contract Manager, will launch this contract to the entire Building Solutions North America (BSNA) Team and explain why this Cooperative Contract is the one to utilize moving forward. A new process has been instituted within the JCI BSNA team that requires all public sector performance contracting opportunities that would normally utilize an RFP to consider the usage of a cooperative vehicle prior to going to market in any other way. This RFP has captured the interest of the most senior leaders within the JCI BSNA team. We have significant growth goals and this contract will provide a strategic lever to obtain these goals with a shortened sales cycle. We have a corporate intranet site that will serve as a single location for all information regarding the contract, execution, marketing, and sales tools. The site is visible and accessible to every employee on the BSNA team. In coordination with Paul Poblocki, our Director of Marketing and Strategy for the BSNA team we will develop an internal campaign driven through our Vertical Market Directors. These BSNA Vertical Market Directors are part of our current go-to-market strategy in the public sector. This campaign will require our JCI team to work closely with the Equalis Group team to maximize the exposure of this contract. The availability of the contract will also be promoted internally and integrated into daily sales resources (CRM system, educational web-based trainings, sales communications, and a dedicated internal intranet site). On a quarterly basis we will review the progress of the deployment and usage of this vehicle with the Senior BSNA Management team. Johnson Controls communicates monthly to our Energy Solutions existing and potential customers through our Silver Bullet Marketing campaign. We intend to include a reference to the Equalis Group agreement in monthly communications that align to the products and services covered under this contract.

		In addition to our marketing plans outlined above, we will leverage our partnerships with the public sector professional organizations we support both nationally and regionally. Below are several of the organizations where Johnson Controls maintains a relationship. Many of our competitors simply have a booth at annual trade shows. Johnson Controls believes that a strong relationship with the members of each organization is dependent upon our attendance at local meetings and providing training and informative seminars as the organization's subject matter expert. 
	Detail how your organization will train your sales force and customer service representatives on this contract to ensure that they can competently and consistently present the contract to public agency customers and answer any questions they might have concerning it.	Training our BSNA Account Executives on this HVAC and Facility Systems, Automation, Installation, Service and related Products and Services agreement within **the first 60 days** is a top priority! We will launch a series of webinars and training sessions with the support of Equalis Group/Region 10 ESC. All training will be recorded and posted on our Equalis Group Cooperative intranet site. We will work with both our BSNA Vertical Market Directors as well as our Area Sales Managers and General Managers to ensure we train all BSNA Account Executives. The training will focus on: • How the Cooperative contract works • Whom can be a member • How to get the customer to join the Equalis Group Cooperative • How Region 10 ESC and Equalis Group work together • What the benefits of using this contract are to JCI and the Equalis Group member • How and when to present this contract to the JCI customer • How to gain the approval of the members procurement and legal departments Partnering with Equalis Group will ensure that our teams become comfortable working together and will help the JCI Account Executive team present and incorporate this Equalis Group/Region 10 ESC agreement into their sales cycle with their public sector members. We will also leverage the Equalis team to assist us with targeting the states and vertical markets where this contract can be utilized successfully. Within the first 120 days, during our JCI lunch and learn we will train the entire BSNA Operations and Engineering team both on the contract specifics and the pricing requirements.

		Mary Beth Alexander on the JCI Cooperative Contracts team will be responsible for training the Johnson Controls BSNA team on this contract and will ensure the Account Executives can competently and consistently present the contract to public agency customers and answer any questions they might have concerning it.
	Acknowledge that your organization agrees to provide its company logo(s) to Region 10 ESC and Equalis Group and agrees to provide permission for reproduction of such logo in marketing communications and promotions	Johnson Controls agrees to provide our company logo to Region 10 and Equalis Group and agrees to provide permission for reproduced use in communications and promotions upon award of contract.
Ability to manage a cooperative contract	*Describe the capacity of your company to report monthly sales through this agreement to Equalis Group.*	We have a dedicated finance team that prepares the reports and completes the check requests to accounts payable for processing. As the BSNA works to obtain a Project Development Agreement and ultimately a contract with a member, the Account Executive logs the opportunity in salesforce and identifies the procurement method as an Equalis Group/Region 10 ESC. When the contract is booked in the system, the Salesforce opportunity is automatically marked as "Closed Won". When finance runs and prepares the quarterly sales report for Equalis Group, all invoiced sales will be included in the data lake.
	*Define the specific, step-by-step process for your sales and/or quote generation team to tie a quote, proposal, invoice, and/or purchase order to the Equalis cooperative contract in you Customer Relationship Management ("**CRM**"), sales system, or Enterprise Resource Planning ("**ERP**") system. Include any individuals and/or teams involved in this process.*	In order to streamline transactions under this Equalis Group/Region 10 ESC contract, we follow a clear, collaborative process across our internal teams. Our approach ensures compliance, efficiency, and clarity across all involved teams, from initial contract verification to final delivery and system updates. **Confirm Contract Eligibility** Johnson Controls' Sales and team begins by verifying the member's eligibility to purchase through the Equalis Group/Region 10 ESC contract. They review the contract terms to ensure the products, services, and pricing are applicable, and collect any required documentation to confirm membership. **Set Up CRM Record** The CRM team updates the customer record to reflect the Equalis Group/Region 10 ESC contract as the governing agreement. This includes tagging the account, adding the contract ID or reference number, and linking contract details to the customer profile. **Generate Quote** The Sales team then prepares a quote that aligns with Equalis Group/Region 10 ESC pricing and discount structures. The quote explicitly references contract details, ensuring transparency and compliance. **Draft Proposal** If required, the Sales team drafts a proposal that includes Equalis Group/Region 10 ESC contract details, itemized pricing and services, and any necessary Equalis Group/Region 10 ESC -specific language. **Receive Purchase Order** Upon acceptance of the proposal, the Customer or Procurement Team submits a purchase order (PO) that references this contract. The PO must match the terms and pricing outlined in the quote and proposal.

		Issue Invoice The Finance and Billing Team generates an invoice in the ERP system, ensuring it is tied to the contract. The invoice includes the contract ID and reflects the agreed-upon pricing. **Link Documentation** Our CRM and ERP resources ensure all related documents—quote, proposal, PO, and invoice—are linked using the Equalis Group/Region 10 ESC contract ID. Supporting materials such as eligibility proof and contract terms are attached for compliance. **Final Review & Approval** Our Contract Management team conducts a final review to confirm compliance with Equalis Group/Region 10 ESC terms, pricing, and eligibility. The Sales Manager then approves the quote and proposal for customer submission. **Delivery & System Updates** The Project or Service Delivery Team initiates delivery according to the agreed scope. Meanwhile, the Sales Operations Team updates the CRM and ERP systems to reflect delivery status and payment progress. **Key Teams Involved** • Sales/Quote Generation – Responsible for creating quotes and proposals • Contract Management – Ensures compliance with cooperative contract terms • CRM/ERP Administrators – Maintain system configurations and document linkage • Finance/Billing – Handles invoicing and payment tracking • Project/Delivery – Oversees implementation and delivery of services/products **Johnson Controls-Specific Resources** For Johnson Controls-specific procedures, please refer to the following internal resources: • Sales Operations Handbook • Equalis Group/Region 10 ESC Contract Guidelines • CRM/ERP User Manual • Contract Management Policies
	Identify any contracts with other cooperative or government group purchasing organizations of which your company is currently a part of:	We have the following Cooperative Agreements: Equalis Group/Region 10 ESC, Sourcewell, NASPO, OMNIA Partners, TIPS, Region 19, and NCPA. For each of these agreements Johnson Controls Inc., Johnson Controls Fire Protection, and Johnson Controls Security Solutions can utilize as Prime or as an approved reseller.
Commitment to supporting agencies to utilize the contract	*If awarded a contract, how would you approach agencies in regards to this contract? Please indicate how this would work for both new customers to your organization, as well as existing.*	Johnson Controls has robust customer relationship management tools, data analytics platforms, and internal sales systems. These systems provide an abundance of information to assist with the proactive identification of opportunities. This information also provides analytics to the cooperative program to assist with training and lead programs as well as help to identify existing Equalis Group/Region 10 ESC members that we are doing business with to ensure they are aware of our new agreement. This will be a one-of a kind agreement within our organization that specifically focuses on HVAC and Facility Systems, Automation, Installation, Service and related Products and Services. Existing JCI customers using a contract for these products and services can work directly with their Account Executive on additional phases to their projects utilizing this contract without having to go to RFP or supplier selection. New HVAC and Facility Systems, Automation, Installation, Service and related Products and Services JCI customers can utilize this agreement when they prefer JCI Solutions. After a need has been identified this agreement will allow the customer can go directly to the Project Development Agreement in lieu of the lengthy RFP process.

		We will partner with Equalis Group/Region 10 ESC members to ensure Participating Agencies and our customers are aware of the awarded contract through multiple marketing and communication campaigns. Johnson Controls communicates monthly to our existing and potential customers through our Silver Bullet Marketing campaign. We intend to include a reference to the Equalis Group agreement in monthly communications that align to the products and services covered under this contract. Our Cooperatives team is dedicated to drive sales through our cooperative agreements. This team anticipates working with Equalis Group to promote the contract vehicle and ensure this contract is available to our Sustainability Infrastructure opportunities across the North America. While we expect to utilize our marketing and sales departments extensively, we hope Equalis Group can assist with launching our internal training program and occasionally answer questions and assist our Account Executive team as they are trained. We also hope Equalis Group will be able to support us with new opportunities, such as new member sign-up and answering compliance questions. Our Equalis Group marketing plan includes a coordinated effort between Johnson Controls and Equalis Group. We will continue to market the Equalis Group program both internally and externally via training, corporate SharePoint site, customer meetings, brochures, and tradeshows. Brochures will be dispensed in both hard copy and electronic format. Our team's Sr Business Development Manager, Mary Beth Alexander, will continue to oversee the program throughout the term of the Master Agreement and will be responsible for driving growth.
Other factors relevant to this section as submitted by the Respondent	*Provide the number of sales representatives which will work on this contract and where the sales representatives are located.*	The BSNA Team is located throughout North America and consists of more than 250 sales representatives known as Account Executives within Johnson Controls. The BSNA Account Executive team is backed by the entire Johnson Controls organization which includes more than 4,900 additional branch sales representatives, technicians, engineers, and operations support. The Johnson Controls dedicated North America Cooperative team works with the BSNA team and Equalis Group/ Region 10 ESC members to position and validate the ability to utilize this award.

Other Required Proposal Forms

FORM 3: CERTIFICATIONS AND LICENSES

Provide a copy of all current licenses, registrations and certifications issued by federal, state and local agencies, and any other licenses, registrations or certifications from any other governmental entity with jurisdiction, allowing Respondent to perform the covered services including, but not limited to licenses, registrations or certifications. M/WBE, HUB, DVBE, small and disadvantaged business certifications and other diverse business certifications, as well as manufacturer certifications for sales and service must be included if applicable.

Johnson Controls, Inc. is incorporated in Wisconsin and is legally qualified to do business in all states in the United States and numerous foreign countries. Johnson Controls, Inc. holds all necessary licenses and registrations to conduct its business.

With over 160 branch locations throughout North America, we cannot provide a comprehensive list of all relevant licensed personnel. We are licensed to do all covered services in all 50 states, U.S. territories, and in Canada. The following list shows some of the licenses and certifications held by our employees.

Professional Category	Number of Representatives within Johnson Controls
LEED Accredited Professional (LEED AP):	716
LEED-Green Associate (LEED GA):	76
Licensed Professional Engineer (PE):	87
Certified Lighting Controls Professional (CLCP):	8
Lighting Certified (LC):	8
Project Management Professional (PMP):	20
WELL AP:	1
Certified Building Commissioning Professional (CBCP);	7
Certified Building Commissioning Professional International (CBCPI):	3
Certified Building Energy Simulation Analyst (BESA):	1
Certified Business Energy Professional (BEP):	7
Certified Demand-Side Management Professional (CDSM):	12
Certified Energy Auditor (CEA):	13
Certified Energy Auditor International (CEAI):	10
Certified Energy Auditor In Training International (CEAITI):	1
Certified Energy Manager (CEM):	114
Certified Energy Manager International (CEMI):	65
Certified Energy Procurement Professional (CEP):	1
Certified Grant Manager:	1
Certified Green Building Engineer (GBE):	4
Certified Indoor Air Quality Professional (CIAQP):	1
Certified Lighting Efficiency Professional (CLEP):	4
Certified Measurement and Verification Professional (CMVP):	41
Certified Measurement and Verification Professional International (CMVPI):	30
Certified Measurement and Verification Professional In Training International (CMVPITI):	4
Certified Sustainable Development Professional (CSDP):	2
Certified Water Efficiency Professional (CWEPI):	2
Distributed Generation Certified Professional (DGCP):	3
Energy Manager in Training (EMIT):	3
Energy Manager in Training International (EMITI):	12

Existing Building Commissioning Professional (EBCP):	2
Renewable Energy Professional (REP):	2

Furthermore, Johnson Controls holds a Mechanical license in every US city we have an office, and these can be provided as necessary. We have a very active HUB and M/WBE program.

NAESCO Accreditation

The National Association of Energy Service Companies (NAESCO) has continuously recognized Johnson Controls as an accredited ESCO since 1997. NAESCO designated us as an Accredited Energy Service Provider (ESP) in 2003 (the first year ESP accreditation was available). We are one of only 13 companies in North America to receive this designation. Our current Certificate of Accreditation is valid through November 2023.

Our Vice President of Sales, Charles McGinnis, is named as NAESCO's Board Chairman, showing our commitment to the industry.

This third-party accreditation demonstrates that we have the technical and managerial competence to do the following:

- Develop comprehensive energy efficiency projects, including lighting measures, efficient motors and drives, and measures involving HVAC systems.
- Provide a full range of energy services, including conducting energy audits, providing, or arranging project financing, completing design engineering, selecting energy efficient equipment, providing operations and maintenance services, and verifying energy savings according to accepted industry practice.
- Implement performance-based projects.
- Supply energy through the development and implementation of build/own/operate distributed generation, cogeneration or combined heat and power projects or the firm contracting energy supply.


NAESCO ACCREDITED
Energy Service Provider

Certificate of Accreditation

This is to certify that

Johnson Controls Inc.

has participated in the Accreditation Program and Review and has been recognized by the National Association of Energy Service Companies to be an Accredited Energy Service Provider.

Wes Walker
Chairman

Timothy D. Unruh
Executive Director

November 2023
Certification of Accreditation covers a period of 36 months from date of issuance.
Accredited since 1997.

Equalis Group/Region 10 members will benefit from our extensive involvement in NAESCO as well as a wide range of accreditations, certifications, and memberships in other professional/trade organizations. We have our finger on the pulse of the industry, and we help drive industry standards and procedures. That knowledge will be instrumental in choosing the most cost-effective Energy Conservation Measures, incorporating the latest technology, and providing some of the highest-trained professionals as part of the solution team.

Our active memberships and affiliations with many of these organizations show Johnson Controls' dedication to improving our clients' operations. Additionally, our participation with facility-based organizations, such as International Facility Management Association (IFMA) and Building Owners and Managers Association (BOMA), enables us to fully understand industry standards and also evaluate Equalis Group/Region 10 members' facilities for solutions that are being implemented successfully in similar facilities.

Additionally, Johnson Controls was recently ranked as a Leader and 2nd among 11 ESCOs highlighted in the Guidehouse Insights Leaderboard report. Guidehouse Insights is a premier market intelligence and advisory firm covering global energy transformation with a focus on emerging resilient infrastructure systems. With our Leader raking in the report, Guidehouse highlights distinctions compared with other

ESCOs, noting Johnson Controls' demonstrated innovation in technology and financing options both within and outside of energy performance contracting structures, expanding the scope of energy efficiency solutions by addressing growing customer interest in areas such as comprehensive energy management, infrastructure upgrades, sustainability, decarbonization, and energy resilience. A link to our ranking can be found using the following link: https://guidehouseinsights.com/reports/Guidehouse-Insights-Leaderboard-Energy-Service-Companies
Quoting from the report, Guidehouse described our position as follows: "Over the past five years, Johnson Controls has made significant strides, which has helped it secure the number two spot in the 2023 Guidehouse Insights Leaderboard. It has exceled in its go-to-market strategy for decarbonization and sustainability projects."

ISO Certification

Our business is committed to providing quality products and services that meet or exceed the expectations of our customers, following the highest safety standards and taking the necessary steps to minimize our operations' effect on the environment. As such, we adhere to the highest industry standards and follow established best practices and guidelines, using third-party audits to affirm our compliance with these established practices.

We have a company-wide environmental, health and safety policy that is supported by our local, regional and site-specific employee health and safety policies and programs. Our health and safety policies are developed in line with our Zero Harm vision and are designed to protect employees and the environment and include local and regional regulatory requirements and industry standards (e.g., European Union, US-OSHA, National Fire Protection Association, country-specific) where necessary. The policy is reviewed annually.

For our health and safety management systems, we follow the principles of the internationally leading ISO 45001 standard or operate in compliance with the standard. However, we do not require external certifications for all operations. As part of the ISO 45001 standard and other applicable health and safety standards, we require teams at our locations to perform regular safety audits to ensure proper safety policies, program procedures, analysis and training are in place. Audit data is used to create improvement and corrective action plans.

In addition, various locations maintain other key certifications including ISO 9001, ISO 14001 and ISO 50001. We engage an independent third-party conformity assessment and certification vendor to audit selected operations for adherence to our global health and safety standards. In addition to management systems certifications for ISO 9001, ISO 14001 and ISO 45001, the third-party auditor also performs specialized audits for location-specific health and safety issues (e.g., ergonomics, industrial hygiene, machine guarding, OSHA record keeping, NFPA 70e live electrical, confined space). The on-time completion of any findings identified during these audits is also an enterprise leading indicator. 56% of our manufacturing facilities are ISO 14001 certified and another 15% are compliant.

Associations and Memberships

We minimize risk for our clients by remaining active in a wide range of associations. Our ability to successfully implement a wide variety of energy efficiency improvements in all facility settings will provide you with the assurance that your project will be successful.

- ASHRAE
- Association of Energy Engineers (AEE)
- Building Office Management Association (BOMA)
- International Facilities Management Association (IFMA)

- National Association of Minority Contractors
- National Minority Supplier Development Council
- Energy Services Coalition (ESC)
- U.S. Green Building Council
  - A national coalition representing all sectors of the building industry (architects, environmental groups, engineers, utilities, product manufacturers, universities, building owners, and Federal, State, Local Government)
  - Promote the design, construction and operation of environmentally responsible, profitable, healthy places to live and work
  - Launched LEED in 2000, the most complete rating system for green buildings
  - Piloting LEED for Existing Buildings 2002
- American Correctional Association (ACA)
- Association of Physical Plant Administrators (APPA):
  - Johnson Controls is a long-standing active APPA member and education partner. The company's major APPA activities include: national, regional and local conventions in 40 locations; program and event sponsorships; and providing speakers and/or facilitators for business-education forums and workshops. Johnson Controls, Inc. also sponsors engineering co-op and internship programs, and joint product research projects.
- Construction and Maintenance Institute (CMI)
- Energy Efficiency Global Forum
  - Business executives, government leaders and advocates from across sectors and continents convene for actionable dialogues on advancing energy efficiency
  - Johnson Controls is a Silver Sponsor
- National Association of Colleges and University Business Officers (NACUBO)
- National Association of Energy Service Companies (NAESCO)
- National Association of State Energy Officials (NASEO)
- National Association of State Facilities Administrators (NASFA)
- World Sustainable Hospitality Alliance

Docusign Envelope ID: 26D0A1CD-D8C9-472F-90A0-5FE800BE8906

PROPOSAL FORM 4: CLEAN AIR WATER ACT

I, the Vendor, am in compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act of 1970, as Amended (42 U.S.C. 1857 (h)/42 U.S.C. 7401-7671q), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368/33 U.S.C. 1251-1387), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15 as required under OMB Circular A-102, Attachment O, Paragraph 14 (1) regarding reporting violations to the grantor agency and to the United States Environment Protection Agency Assistant Administrator for the Enforcement.

Potential Vendor: Johnson Controls, Inc.

Title of Authorized Representative: Albert C. Young III - VP, Global and NA Strategic Accounts

Mailing Address: 5757 N. Green Bay Avenue, Milwaukee, WI 53209

Signature: Albert Young

Docusign Envelope ID: 26D0A1CD-D8C9-472F-90A0-5FE800BE8906

PROPOSAL FORM 5: DEBARMENT NOTICE

I, the Vendor, certify that my company has not been debarred, suspended or otherwise ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension", as described in the Federal Register and Rules and Regulations, and I am not listed as a party for governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180.

Potential Vendor: Johnson Controls, Inc.

Title of Authorized Representative: Albert C. Young III- VP, Global and NA Strategic Accounts

Mailing Address: 5757 N. Green Bay Avenue, Milwaukee, WI 53209

Signature: Albert Young

Docusign Envelope ID: 26D0A1CD-D8C9-472F-90A0-5FE800BE8906

PROPOSAL FORM 6: LOBBYING CERTIFICATION

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by Section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The undersigned certifies, to the best of his/her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding $100,000 in Federal funds at all appropriate tiers and that all sub-recipients shall certify and disclose accordingly.

Albert Young
_____
Signature of Respondent

August 18, 2025
Date

Docusign Envelope ID: 26D0A1CD-D8C9-472F-90A0-5FE800BE8906

PROPOSAL FORM 7: CONTRACTOR CERTIFICATION REQUIREMENTS

Contractor's Employment Eligibility

By entering the contract, Contractor warrants compliance with the Federal Immigration and Nationality Act (FINA), and all other federal and state immigration laws and regulations. The Contractor further warrants that it is in compliance with the various state statutes of the states it will operate this contract in.

Participating Government Entities including School Districts may request verification of compliance from any Contractor or subcontractor performing work under this Contract. These Entities reserve the right to confirm compliance in accordance with applicable laws.

Should the Participating Entities suspect or find that the Contractor or any of its subcontractors are not in compliance, they may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

The Respondent complies and maintains compliance with the appropriate statutes which requires compliance with federal immigration laws by State employers, State contractors and State subcontractors in accordance with the E-Verify Employee Eligibility Verification Program.

Contractor shall comply with governing board policy of the Region 10 ESC Participating entities in which work is being performed.

Fingerprint & Criminal Background Checks

If required to provide services on school district property at least five (5) times during a month, contractor shall submit a full set of fingerprints to the school district if requested of each person or employee who may provide such service. Alternately, the school district may fingerprint those persons or employees. An exception to this requirement may be made as authorized in Governing Board policy. The district shall conduct a fingerprint check in accordance with the appropriate state and federal laws of all contractors, subcontractors or vendors and their employees for which fingerprints are submitted to the district. Contractor, subcontractors, vendors and their employees shall not provide services on school district properties until authorized by the District.

The Respondent shall comply with fingerprinting requirements in accordance with appropriate statutes in the state in which the work is being performed unless otherwise exempted.

Contractor shall comply with governing board policy in the school district or Participating Entity in which work is being performed.

Albert Young
_____ August 18, 2025

Signature of Respondent Date

Docusign Envelope ID: 26D0A1CD-D8C9-472F-90A0-5FE800BE8906

PROPOSAL FORM 8: ANTITRUST CERTIFICATION STATEMENTS
(Tex. Government Code § 2155.005)

I affirm under penalty of perjury of the laws of the State of Texas that:

(1) I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;

(2) In connection with this proposal, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;

(3) In connection with this proposal, neither I nor any representative of the Company has violated any federal antitrust law; and

(4) Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this proposal to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

VENDOR Johnson Controls, Inc.

ADDRESS 5757 N. Green Bay Avenue

Milwaukee, WI 53209

PHONE 443.□7□.8813

FAX NA

RESPONDANT

Thomas Staves
Signature

Thomas Staves
Printed Name

National Sales Manager, Cooperative Contracts
Position with Company

AUTHORIZING OFFICIAL

Albert Young
Signature

Albert C. Young, III
Printed Name

VP, Global & NA Strategic Accounts
Position with Company

PROPOSAL FORM 9: IMPLEMENTATION OF HOUSE BILL 1295

Certificate of Interested Parties (Form 1295):
In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least $1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties form, and post a copy of the form on the commission's website. The commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The commission also adopted new rules (Chapter 46) on November 30, 2015, to implement the law. The commission does not have any additional authority to enforce or interpret House Bill 1295.

Filing Process:
Staring on January 1, 2016, the commission will make available on its website a new filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form and have the form notarized. The completed Form 1295 with the certification of filing must be filed with the governmental body or state agency with which the business entity is entering into the contract.

The governmental entity or state agency must notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the contract binds all parties to the contract. The commission will post the completed Form 1295 to its website within seven business days after receiving notice from the governmental entity or state agency.

Information regarding how to use the filing application will be available on this site starting on January 1, 2016.
https://www.ethics.state.tx.us/filinginfo/1295/

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2025-1349957

Date Filed:
08/14/2025

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Johnson Controls, Inc.
Milwaukee, WI United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Equalis Group/Region 10 ESC

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

R10-1177
HVAC & FACILITY SYSTEMS, AUTOMATION, INSTALLATION, SERVICE AND RELATED PRODUCTS & SERVICES

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Region 10 ESC	Richardson, TX United States		X

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____County, State of _____, on the _____day of _____, 20_____.
(month) (year)

_____
Signature of authorized agent of contracting business entity
(Declarant)

PROPOSAL FORM 10: BOYCOTT CERTIFICATION AND TERRORIST STATE CERTIFICATION

BOYCOTT CERTIFICATION

Unless exempted by Texas Government Code Chapter 2271, Respondent must certify that during the term of any Agreement, it does not boycott Israel and will not boycott Israel. "Boycott" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

Does vendor agree? AY
(Initials of Authorized Representative)

Unless exempted by Texas Government Code Chapter 2274, Respondent must certify that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and will not discriminate during the term of the contract against a firearm entity or firearm trade association. Unless exempted by Texas Government Code Chapter 2276, Respondent must also certify that it does not boycott energy companies; and will not boycott energy companies during the term of the contract.

Does vendor agree? AY
(Initials of Authorized Representative)

TERRORIST STATE CERTIFICATION

In accordance with Texas Government Code, Chapter 2252, Subchapter F, Region 10 ESC is prohibited from entering into a contract with a company that is identified on a list prepared and maintained by the Texas Comptroller or the State Pension Review Board under Texas Government Code Sections 806.051, 807.051, or 2252.153. By execution of any agreement, the respondent certifies to Region 10 ESC that it is not a listed company under any of those Texas Government Code provisions. Responders must voluntarily and knowingly acknowledge and agree that any agreement shall be null and void should facts arise leading the Region 10 ESC to believe that the respondent was a listed company at the time of this procurement.

Does vendor agree? AY
(Initials of Authorized Representative)

PROPOSAL FORM 11: RESIDENT CERTIFICATION

This Certification Section must be completed and submitted before a proposal can be awarded to your company. In order for a proposal to be considered, the following information must be provided. Failure to complete may result in rejection of the proposal:

As defined by Texas House Bill 602, a "nonresident Bidder" means a Bidder whose principal place of business is not in Texas, but excludes a contractor whose ultimate parent company or majority owner has its principal place of business in Texas.
Texas or Non-Texas Resident

- ☐ I certify that my company is a **"resident Bidder"**
- ☒ I certify that my company qualifies as a **"nonresident Bidder"**

If you qualify as a "nonresident Bidder," you must furnish the following information:

What is your resident state? (The state your principal place of business is located.)

Johnson Controls, Inc	5757 N. Green Bay Avenue	Company Name
	Address	
Milwaukee, WI 53209		City
State	Zip	

PROPOSAL FORM 12: FEDERAL FUNDS CERTIFICATION FORM

When a participating agency seeks to procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, but is not limited to, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 CFR 200 (sometimes referred to as the "Uniform Guidance" or "EDGAR" requirements). All Vendors submitting proposals must complete this Federal Funds Certification Form regarding Vendor's willingness and ability to comply with certain requirements which may be applicable to specific participating agency purchases using federal grant funds. This completed form will be made available to participating agencies for their use while considering their purchasing options when using federal grant funds. Participating agencies may also require Vendors to enter into ancillary agreements, in addition to the contract's general terms and conditions, to address the member's specific contractual needs, including contract requirements for a procurement using federal grants or contracts.

For each of the items below, Vendor should certify Vendor's agreement and ability to comply, where applicable, by having Vendor's authorized representative complete and initial the applicable lines after each section and sign the acknowledgment at the end of this form. If a vendor fails to complete any item in this form, Region 10 ESC will consider the Vendor's response to be that they are unable or unwilling to comply. A negative response to any of the items may, if applicable, impact the ability of a participating agency to purchase from the Vendor using federal funds.

1. Vendor Violation or Breach of Contract Terms:

Contracts for more than the simplified acquisition threshold currently set at $150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 USC 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Any Contract award will be subject to Region 10 ESC General Terms and Conditions, as well as any additional terms and conditions in any Purchase Order, participating agency ancillary contract, or Member Construction Contract agreed upon by Vendor and the participating agency which must be consistent with and protect the participating agency at least to the same extent as the Region 10 ESC Terms and Conditions.

The remedies under the Contract are in addition to any other remedies that may be available under law or in equity. By submitting a Proposal, you agree to these Vendor violation and breach of contract terms.

Does vendor agree? AY

(Initials of Authorized Representative)

2. Termination for Cause or Convenience:

When a participating agency expends federal funds, the participating agency reserves the right to immediately terminate any agreement in excess of $10,000 resulting from this procurement process in the event of a breach or default of the agreement by Offeror in the event Offeror fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation. participating agency also reserves the right to terminate the contract immediately, with written notice to offeror, for convenience, if participating agency believes, in its sole discretion that it is in the best

interest of participating agency to do so. Offeror will be compensated for work performed and accepted and goods accepted by participating agency as of the termination date if the contract is terminated for convenience of participating agency. Any award under this procurement process is not exclusive and participating agency reserves the right to purchase goods and services from other offerors when it is in participating agency's best interest.

Does vendor agree? AY

(Initials of Authorized Representative)

3. Equal Employment Opportunity:

Except as otherwise provided under 41 CFR Part 60, all participating agency purchases or contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 shall be deemed to include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 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 CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

The equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference. Vendor agrees that such provision applies to any participating agency purchase or contract that meets the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 and Vendor agrees that it shall comply with such provision.

Does vendor agree? AY

(Initials of Authorized Representative)

4. Davis-Bacon Act:

When required by Federal program legislation, Vendor agrees that, for all participating agency prime construction contracts/purchases in excess of $2,000, Vendor shall comply with the Davis-Bacon Act (40 USC 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, Vendor is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determinate made by the Secretary of Labor. In addition, Vendor shall pay wages not less than once a week.

Current prevailing wage determinations issued by the Department of Labor are available at www.wdol.gov. Vendor agrees that, for any purchase to which this requirement applies, the award of the purchase to the Vendor is conditioned upon Vendor's acceptance of the wage determination.

Vendor further agrees that it shall also comply with the Copeland "Anti-Kickback" Act (40 USC 3145), as supplemented by Department of Labor regulations (29 CFR Part 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.

Does vendor agree? AY

(Initials of Authorized Representative)

5. Contract Work Hours and Safety Standards Act:

Where applicable, for all participating agency contracts or purchases in excess of $100,000 that involve the employment of mechanics or laborers, Vendor agrees to comply with 40 USC 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 USC 3702 of the Act, Vendor is 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 USC 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.

Does vendor agree? AY

(Initials of Authorized Representative)

6. Right to Inventions Made Under a Contract or Agreement:

If the participating agency's Federal award meets the definition of "funding agreement" under 37 CFR 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 or experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 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.

Vendor agrees to comply with the above requirements when applicable.

Does vendor agree? AY

(Initials of Authorized Representative)

7. Clean Air Act and Federal Water Pollution Control Act:

Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act (33 USC 1251-1387), as amended –Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act, as amended (33 USC 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

When required, Vendor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act.

Does vendor agree? AY

(Initials of Authorized Representative)

8. Debarment and Suspension:

Debarment and Suspension (Executive Orders 12549 and 12689) – A contract award (see 2 CFR 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 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1966 Comp. p. 189) and 12689 (3CFR Part 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.

Vendor certifies that Vendor is not currently listed on the government-wide exclusions in SAM, is not debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor further agrees to immediately notify the Cooperative and all participating agencies with pending purchases or seeking to purchase from Vendor if Vendor is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Does vendor agree? _____AY_____

(Initials of Authorized Representative)

9. Byrd Anti-Lobbying Amendment:

Byrd Anti-Lobbying Amendment (31 USC 1352) -- Vendors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not 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 USC 1352. Each tier must also 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. As applicable, Vendor agrees to file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 USC 1352).

Does vendor agree? _____AY_____

(Initials of Authorized Representative)

10. Procurement of Recovered Materials:

For participating agency purchases utilizing Federal funds, Vendor agrees to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act where applicable and provide such information and certifications as a participating agency may require to confirm estimates and otherwise comply. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 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.

Does vendor agree? AY

(Initials of Authorized Representative)

11. Profit as a Separate Element of Price:

For purchases using federal funds in excess of $150,000, a participating agency may be required to negotiate profit as a separate element of the price. See, 2 CFR 200.323(b). When required by a participating agency, Vendor agrees to provide information and negotiate with the participating agency regarding profit as a separate element of the price for a particular purchase. However, Vendor agrees that the total price, including profit, charged by Vendor to the participating agency shall not exceed the awarded pricing, including any applicable discount, under Vendor's Cooperative Contract.

Does vendor agree? AY

(Initials of Authorized Representative)

12. Domestic Preference

Vendor must be prepared to provide a comprehensive list of the number of goods, products, and/or materials (including but not limited to iron, aluminum, steel, cement, and other manufactured products) being used for specific purchase orders under the contract award which were produced in the United States upon request to Region 10 ESC or any Equalis member who intends to use this contract with federal funds.

Does vendor agree? AY

(Initials of Authorized Representative)

13. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

Vendor agrees that recipients and subrecipients are prohibited from obligating or expending loan or grant funds to procure or obtain, extend or renew a contract to procure or obtain, or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system from companies described in Public Law 115-232, section 889. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country are also prohibited.

Does vendor agree? AY

(Initials of Authorized Representative)

14. General Compliance and Cooperation with Participating Agencies:

In addition to the foregoing specific requirements, Vendor agrees, in accepting any Purchase Order from a participating agency, it shall make a good faith effort to work with participating agencies to provide such information and to satisfy such requirements as may apply to a particular participating agency purchase or purchases including, but not limited to, applicable recordkeeping and record retention requirements.

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Does vendor agree? AY

(Initials of Authorized Representative)

15. Applicability to Subcontractors

Offeror agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

Does vendor agree? AY

(Initials of Authorized Representative)

By signature below, I certify that the information in this form is true, complete, and accurate and that I am authorized by my company to make this certification and all consents and agreements contained herein.

Johnson Controls, Inc.

Company Name

Albert Young

Signature of Authorized Company Official

Albert C. Young III

Printed Name

VP, Global and NA Strategic Accounts

Title

August 18, 2025

Date

PROPOSAL FORM 13: FEMA REQUIREMENTS

When a participating agency seeks to procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, but is not limited to, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 CFR 200 (sometimes referred to as the "Uniform Guidance" or "EDGAR" requirements). Additionally, Appendix II to Part 200 authorizes FEMA to require or recommend additional provisions for contracts.

All respondents submitting proposals must complete this FEMA Recommended Contract Provisions Form regarding respondent's willingness and ability to comply with certain requirements which may be applicable to specific participating agency purchases using FEMA funds. This completed form will be made available to Members for their use while considering their purchasing options when using FEMA grant funds. Members may also require Supplier Partners to enter into ancillary agreements, in addition to the contract's general terms and conditions, to address the member's specific contractual needs, including contract requirements for a procurement using federal grants or contracts.

For each of the items below, Respondent should certify Respondent's agreement and ability to comply, where applicable, by having respondents authorized representative complete and initial the applicable lines after each section and sign the acknowledgment at the end of this form. If a Respondent fails to complete any item in this form, Region 10 ESC will consider the respondent's response to be that they are unable or unwilling to comply. A negative response to any of the items may, if applicable, impact the ability of a participating agency to purchase from the Supplier Partner using federal funds.

1. *Access to Records*

For All Procurements

The Winning Supplier agrees to provide the participating agency, the pass-through entity (if applicable), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

The Winning Supplier agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

The Winning Supplier agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

Does Respondent agree? _AY
(Initials of Authorized Representative)

For Contracts Entered into After August 1, 2017 Under a Major Disaster or Emergency Declaration

In compliance with section 1225 of the Disaster Recovery Reform Act of 2018, the participating agency, and the Winning Supplier acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States."

Does Respondent agree? _AY
(Initials of Authorized Representative)

2. *Changes*

FEMA recommends that all contracts include a changes clause that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may depend on the nature of the contract and the procured item(s) or service(s). The participating agency should also consult their servicing legal counsel to determine whether and how contract changes are permissible under applicable state, local, or tribal laws or regulations.

Does Respondent agree? AY
(Initials of Authorized Representative)

3. *Use of DHS Seal, Logo, and Flags*

The Winning Supplier shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. The contractor shall include this provision in any subcontracts.

Does Respondent agree? AY
(Initials of Authorized Representative)

4. *Compliance with Federal Law, Regulations, And Executive Orders and Acknowledgement of Federal Funding*

This is an acknowledgement that when FEMA financial assistance is used to fund all or a portion of the participating agency's contract with the Winning Supplier, the Winning Supplier will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

Does Respondent agree? AY
(Initials of Authorized Representative)

5. *No Obligation by Federal Government*

The federal government is not a party to this or any contract resulting from this or future procurements with the participating agencies and is not subject to any obligations or liabilities to the non-federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

Does Respondent agree? AY
(Initials of Authorized Representative)

6. *Program Fraud and False or Fraudulent Statements or Related Acts*

The Winning Supplier acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

Does Respondent agree? AY
(Initials of Authorized Representative)

7. *Affirmative Socioeconomic Steps*

If subcontracts are to be let, the Winning Supplier is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

Does Respondent agree? AY
(Initials of Authorized Representative)

8. *License and Delivery of Works Subject to Copyright and Data Rights*

The Winning Supplier grants to the participating agency, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Winning Supplier will identify such data and grant to the participating agency or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the Winning Supplier will deliver to the participating agency data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the (insert name of the non-federal entity).

Does Respondent agree? AY
(Initials of Authorized Representative)

PROPOSAL FORM 14: ADDITIONAL ARIZONA CONTRACTOR REQUIREMENTS

AZ Compliance with Federal and state requirements: Contractor agrees when working on any federally assisted projects with more than $2,000.00 in labor costs, to comply with all federal and state requirements, as well as Equal Opportunity Employment requirements and all other federal and state laws, statutes, etc. Contractor agrees to post wage rates at the work site and submit a copy of their payroll to the member for their files. Contractor must retain records for three years to allow the federal grantor agency access to these records, upon demand. Contractor also agrees to comply with the Arizona Executive Order 75-5, as amended by Executive Order 99-4.
When working on contracts funded with Federal Grant monies, contractor additionally agrees to comply with the administrative requirements for grants, and cooperative agreements to state, local and federally recognized Indian Tribal Governments.

AZ Compliance with workforce requirements: Pursuant to ARS 41-4401, Contractor and subcontractor(s) warrant their compliance with all federal and state immigration laws and regulations that relate to their employees, and compliance with ARS 23-214 subsection A, which states, …"every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program"
Region 10 ESC reserves the right to cancel or suspend the use of any contract for violations of immigration laws and regulations. Region 10 ESC and its members reserve the right to inspect the papers of any contractor or subcontract employee who works under this contract to ensure compliance with the warranty above.

AZ Contractor Employee Work Eligibility: By entering into this contract, contractor agrees and warrants compliance with A.R.S. 41-4401, A.R.S. 23-214, the Federal Immigration and Nationality Act (FINA), and all other Federal immigration laws and regulations. Region 10 ESC and/or Region 10 ESC members may request verification of compliance from any contractor or sub contractor performing work under this contract. Region 10 ESC and Region 10 ESC members reserve the right to confirm compliance. In the event that Region 10 ESC or Region 10 ESC members suspect or find that any contractor or subcontractor is not in compliance, Region 10 ESC may pursue any and all remedies allowed by law, including but not limited to suspension of work, termination of contract, suspension and/or debarment of the contractor. All cost associated with any legal action will be the responsibility of the contractor.

AZ Non-Compliance: All federally assisted contracts to members that exceed $10,000.00 may be terminated by the federal grantee for noncompliance by contractor. In projects that are not federally funded, Respondent must agree to meet any federal, state or local requirements as necessary. In addition, if compliance with the federal regulations increases the contract costs beyond the agreed on costs in this solicitation, the additional costs may only apply to the portion of the work paid by the federal grantee.

Registered Sex Offender Restrictions (Arizona): For work to be performed at an Arizona school, contractor agrees that no employee or employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are present, or reasonably expected to be present. Contractor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at the Region 10 ESC member's discretion. Contractor must identify any additional costs associated with compliance to this term. If no costs are specified, compliance with this term will be provided at no additional charge.

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Offshore Performance of Work Prohibited: Due to security and identity protection concerns, direct services under this contract shall be performed within the borders of the United States.

Terrorism Country Divestments: In accordance with A.R.S. 35-392, Region 10 ESC and Region 10 ESC members are prohibited from purchasing from a company that is in violation of the Export Administration Act. By entering into the contract, contractor warrants compliance with the Export Administration Act.

The undersigned hereby accepts and agrees to comply with all statutory compliance and notice requirements listed in this document.

Albert Young — August 18, 2025

Signature of Respondent — Date

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PROPOSAL FORM 15: OWNERSHIP DISCLOSURE FORM (N.J.S. 52:25-24.2)

Pursuant to the requirements of P.L. 1999, Chapter 440 effective April 17, 2000 (Local Public Contracts Law), the Respondent shall complete the form attached to these specifications listing the persons owning 10 percent (10%) or more of the firm presenting the proposal.

Company Name: Johnson Controls, Inc.

Street: 5757 N. Green Bay Avenue

City, State, Zip Code: Milwaukee, WI 53209

Complete as appropriate:

I _____ , certify that I am the sole owner of _____ , that there are no partners and the business is not incorporated, and the provisions of N.J.S. 52:25-24.2 do not apply.

OR:

I _____ , a partner in _____ , do hereby certify that the following is a list of all individual partners who own a 10% or greater interest therein. I further certify that if one (1) or more of the partners is itself a corporation or partnership, there is also set forth the names and addresses of the stockholders holding 10% or more of that corporation's stock or the individual partners owning 10% or greater interest in that partnership.

OR:

I Albert C. Young III *, an authorized representative of* Johnson Controls, Inc. *, a corporation, do hereby certify that the following is a list of the names and addresses of all stockholders in the corporation who own 10% or more of its stock of any class. I further certify that if one (1) or more of such stockholders is itself a corporation or partnership, that there is also set forth the names and addresses of the stockholders holding 10% or more of the corporation's stock or the individual partners owning a 10% or greater interest in that partnership.*

(Note: If there are no partners or stockholders owning 10% or more interest, indicate none.)

Name	Address	Interest
Dodge & Cox	555 California St., 40th Fl., San Francisco, CA 94104	10.23□
Vanguard Group, Inc.	455 Devon Park Dr., Valley Forge, PA 19482	10.□0□

I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.

Albert Young — VP, Global and NA Strategic Accounts — August 18, 2025

Authorized Signature and Title ***Date***

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PROPOSAL FORM 16: NON-COLLUSION AFFIDAVIT
Company Name:
Street:
City, State, Zip Code:

State of New Jersey

County of Milwaukee

I, Albert C. Young III *of the* Milwaukee
Name *City*

in the County of Milwaukee, *State of* Wisconsin *of full age, being duly sworn according to law on my oath depose and say that:*

I am the VP, Global & NA Strategic Accts. *of the firm of* Johnson Controls, Inc.
Title *Company Name*

the Respondent making the Proposal for the goods, services or public work specified under the Harrison Township Board of Education attached proposal, and that I executed the said proposal with full authority to do so; that said Respondent has not directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above proposal, and that all statements contained in said bid proposal and in this affidavit are true and correct, and made with full knowledge that the Harrison Township Board of Education relies upon the truth of the statements contained in said bid proposal and in the statements contained in this affidavit in awarding the contract for the said goods, services or public work.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by

Johnson Controls, Inc.
Company Name

Albert Young VP, Global and NA Strategic Accounts
Authorized Signature & Title

Subscribed and sworn before me

this 22nd day of August, 2025

Erin S Anderson

Notary Public of Wisconsin
My commission expires 12/8, 2026

SEAL

ERIN S ANDERSON
Notary Public
State of Wisconsin

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PROPOSAL FORM 17: AFFIRMATIVE ACTION AFFIDAVIT (P.L. 1975, C.127)

Company Name: Johnson Controls, Inc.
Street: 5757 N. Green Bay Avenue
City, State, Zip Code: Milwaukee, WI 53209

Bid Proposal Certification:

Indicate below your compliance with New Jersey Affirmative Action regulations. Your proposal will be accepted even if you are not in compliance at this time. No contract and/or purchase order may be issued, however, until all Affirmative Action requirements are met.

Required Affirmative Action Evidence:

Procurement, Professional & Service Contracts (Exhibit A)
Vendors must submit with proposal:

1. *A photo copy of their Federal Letter of Affirmative Action Plan Approval* _____

OR

2. *A photo copy of their Certificate of Employee Information Report* X

OR please see following page

3. *A complete Affirmative Action Employee Information Report (AA302)* _____

Public Work – Over $50,000 Total Project Cost:

A. No approved Federal or New Jersey Affirmative Action Plan. We will complete Report Form AA201-A upon receipt from the Harrison Township Board of Education X

B. Approved Federal or New Jersey Plan – certificate enclosed _____

I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.

Albert Young VP, Global and NA Strategic Accounts August 18, 2025

Authorized Signature and Title ***Date***

P.L. 1995, c. 127 (N.J.A.C. 17:27)
MANDATORY AFFIRMATIVE ACTION LANGUAGE

PROCUREMENT, PROFESSIONAL AND SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color,

Certification **244**

CERTIFICATE OF EMPLOYEE INFORMATION REPORT **RENEWAL**

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of **15-Jun-2023** to **15-Jun-2026**

JOHNSON CONTROLS, INC.
264 FERNWOOD AVE.
EDISON **NJ** **08837**

ELIZABETH MAHER MUOIO
State Treasurer

national origin, ancestry, marital status, sex, affectional or sexual orientation. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisement for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation.

The contractor or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers trade consistent with the applicable county employment goal prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time.

The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of it testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the state of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

The contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and lay-off to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).

_____

Signature of Procurement Agent

PROPOSAL FORM 18: C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Public Agency Instructions

This page provides guidance to public agencies entering into contracts with business entities that are required to file Political Contribution Disclosure forms with the agency. **It is not intended to be provided to contractors.** What follows are instructions on the use of form local units can provide to contractors that are required to disclose political contributions pursuant to N.J.S.A. 19:44A-20.26 (P.L. 2005, c. 271, s.2). Additional information is available in Local Finance Notice 2006-1 (https://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html).

1. The disclosure is required for all contracts in excess of $17,500 that are **not awarded** pursuant to a "fair and open" process (N.J.S.A. 19:44A-20.7).
2. Due to the potential length of some contractor submissions, the public agency should consider allowing data to be submitted in electronic form (i.e., spreadsheet, pdf file, etc.). Submissions must be kept with the contract documents or in an appropriate computer file and be available for public access. **The form is worded to accept this alternate submission.** The text should be amended if electronic submission will not be allowed.
3. The submission must be **received from the contractor and** on file at least 10 days prior to award of the contract. Resolutions of award should reflect that the disclosure has been received and is on file.
4. The contractor must disclose contributions made to candidate and party committees covering a wide range of public agencies, including all public agencies that have elected officials in the county of the public agency, state legislative positions, and various state entities. The Division of Local Government Services recommends that contractors be provided a list of the affected agencies. This will assist contractors in determining the campaign and political committees of the officials and candidates affected by the disclosure.
    a) The Division has prepared model disclosure forms for each county. They can be downloaded from the "County PCD Forms" link on the Pay-to-Play web site at https://www.state.nj.us/dca/divisions/dlgs/programs/pay_2_play.html They will be updated from time-to-time as necessary.
    b) A public agency using these forms **should edit them to properly reflect the correct legislative district**(s). As the forms are county-based, **they list all legislative districts** in each county. **Districts that do not represent the public agency should be removed from the lists.**
    c) Some contractors may find it easier to provide a single list that covers all contributions, regardless of the county. These submissions are appropriate and should be accepted.
    d) The form may be used "as-is", subject to edits as described herein.
    e) The "Contractor Instructions" sheet is intended to be provided with the form. It is recommended that the Instructions and the form be printed on the same piece of paper. The form notes that the Instructions are printed on the back of the form; where that is not the case, the text should be edited accordingly.
    f) The form is a Word document and can be edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.
5. It is recommended that the contractor also complete a "Stockholder Disclosure Certification." This will assist the local unit in its obligation to ensure that contractor did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the 12 months prior to the contract. (See Local Finance Notice 2006-7 for additional information on this obligation) A sample Certification form is part of this package and the instruction to complete it is included in the Contractor Instructions. **NOTE: This section is not applicable to Boards of Education.**

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM
Contractor Instructions

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a "fair and open" process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of P.L. 2005, c. 271, s.2 (N.J.S.A. 19:44A-20.26). This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

1. any State, county, or municipal committee of a political party
2. any legislative leadership committee*
3. any continuing political committee (a.k.a., political action committee)
4. any candidate committee of a candidate for, or holder of, an elective office:

1. of the public entity awarding the contract
2. of that county in which that public entity is located
3. of another public entity within that county
4. or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county. The disclosure must list reportable contributions to any of the committees that exceed $300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

5. individuals with an "interest" ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
6. all principals, partners, officers, or directors of the business entity or their spouses
7. any subsidiaries directly or indirectly controlled by the business entity
8. IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs). When the business entity is a natural person, "a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity." [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure. Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report. The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor's responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement. The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor's submission and is disclosable to the public under the Open Public Records Act. The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law.

NOTE: This section does not apply to Board of Education contracts.

* N.J.S.A. 19:44A-3(s): "The term "legislative leadership committee" means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker

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of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L.1993, c.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures."

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant To N.J.S.A. 19:44A-20.26

This form or its permitted facsimile must be submitted to the local unit no later than 10 days prior to the award of the contract.

Part I – Vendor Information

Vendor Name:	Johnson Controls, Inc.		
Address:	5757 N. Green Bay Avenue		
City:	Milwaukee	State: WI	Zip: 53209

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.

Albert Young	Albert C. Young III	VP, Global and NA Strategic Accounts
Signature	Printed Name	Title

Part II – Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than $300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

☐ Check here if disclosure is provided in electronic form.

Contributor Name	Recipient Name	Date	Dollar Amount
Not Applicable	Not Applicable	Not Appliacble	$ Not Applicable

☐ Check here if the information is continued on subsequent page(s)

Continuation Page

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant To N.J.S.A. 19:44A-20.26

Page ___ of _____

Vendor Name:

Contributor Name	Recipient Name	Date	Dollar Amount
Not Applicable	Not Applicable	Not Applicable	$ Not Applicable

☐ Check here if the information is continued on subsequent page(s)

List of Agencies with Elected Officials Required for Political Contribution Disclosure
N.J.S.A. 19:44A-20.26
County Name:
State: Governor, and Legislative Leadership Committees
Legislative District #s:
State Senator and two members of the General Assembly per district.

County:

Freeholders	County Clerk	Sheriff
{County Executive}	Surrogate	

Municipalities (Mayor and members of governing body, regardless of title):

USERS SHOULD CREATE THEIR OWN FORM, OR DOWNLOAD FROM WWW.NJ.GOV/DCA/LGS/P2P A COUNTY-BASED, CUSTOMIZABLE FORM.

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PROPOSAL FORM 19: STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business:

☒ I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

OR

☐ I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business organization:

☐ Partnership	☐ Sole Proprietorship	☐ Limited Liability Partnership
	☐ Limited Partnership	
☒ Corporation	☐ Limited Liability Corporation	☐ Subchapter S Corporation

Sign and notarize the form below, and, if necessary, complete the stockholder list below.

Stockholders:

Name: Dodge & Cox Home Address: 555 California St., 40th Floor Fl., San Francisco, CA 94104	Name: Vangaurd Group, Inc. Home Address: 455 Devon Park Drive Valley Forge, PA 19482
Name: Home Address:	Name: Home Address:
Name: Home Address:	Name: Home Address:
Subscribed and sworn before me this 22nd day of August, 2025 (Notary Public) Erin S Anderson My Commission expires: December 8, 2026	Albert Young (Affiant) Albert C. Young III- VP Global and NA Strategic Accounts (Print name & title of affiant) (Corporate Seal)

ERIN S ANDERSON
Notary Public
State of Wisconsin

JOHNSON CONTROLS, INC. CORPORATE SEAL WISCONSIN

PROPOSAL FORM 21: EQUALIS GROUP ADMINISTRATION AGREEMENT

Requirements for Master Agreement To be administered by Equalis Group

Attachment A, Equalis Group Administrative Agreement is used in administering Master Agreements with Region 10 and is preferred by Equalis Group. Redlined copies of this agreement should not be submitted with the response. Should a respondent be recommended for award, this agreement will be negotiated and executed between Equalis Group and the respondent. **Respondents must select one of the following options for submitting their response**.

☐ Respondent agrees to all terms and conditions outlined in each of the Administration Agreement.

☒ Respondent wishes to negotiate directly with Equalis Group on terms and conditions outlined in the Administration Agreement. Negotiations will commence after sealed Proposals are opened and Region 10 has determined the respondent met all requirements in their response and may be eligible for award.

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PROPOSAL FORM 22: OPEN RECORDS POLICY ACKNOWLEDGEMENT AND ACCEPTANCE

OPEN RECORDS POLICY ACKNOWLEDGMENT AND ACCEPTANCE

Be advised that all information and documents submitted will be subject to the Public Information Act requirements governed by Chapter 552 of the Texas Government Code.

Because contracts are awarded by a Texas governmental entity, all responses submitted are subject to release as public information after contracts are executed. If a Respondent believes that its response, or parts of its response, may be exempted from disclosure to the public, the Respondent must specify page-by-page and line-by-line the parts of the response, which it believes, are exempted from disclosure. In addition, the Respondent must specify which exception(s) are applicable and provide detailed reasons to substantiate the exception(s). Respondent must provide this information on the "Acknowledgement and Acceptance to Region 10 ESC's Public Information Act Policy" form found on the next page of this solicitation. Any information that is unmarked will be considered public information and released, if requested under the Public Information Act.

The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 10 ESC must provide the OAG with the information requested in order for the OAG to render an opinion. In such circumstances, Respondent will be notified in writing that the material has been requested and delivered to the OAG. Respondent will have an opportunity to make arguments to the OAG in writing regarding the exception(s) to the TPIA that permit the information to be withheld from public disclosure. Respondents are advised that such arguments to the OAG must be specific and well-reasoned--vague and general claims to confidentiality by the Respondent are generally not acceptable to the OAG. Once the OAG opinion is received by Region 10 ESC, Region 10 ESC must comply with the opinions of the OAG. Region 10 ESC assumes no responsibility for asserting legal arguments on behalf of any Respondent. Respondents are advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information.

After completion of award, these documents will be available for public inspection.

Signature below certifies complete acceptance of Region 10 ESC's Open Records Policy, except as noted below (additional pages may be attached, if necessary). Check one of the following responses to the Acknowledgment and Acceptance of Region 10 ESC's Open Records Policy below:

☒ We acknowledge Region 10 ESC's Public Information Act policy and declare that no information submitted with this proposal, or any part of our proposal, is exempt from disclosure under the Public Information Act.

(*Note: All information believed to be a trade secret or proprietary must be listed below. It is further understood that failure to identify such information, in strict accordance with the instructions below, will result in that information being considered public information and released, if requested under the Public Information Act.)*

☐ We declare the following information to be a trade secret or proprietary and exempt from disclosure under the Public Information Act.

(Note: Respondent must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, Respondent must specify which exception(s) are applicable and provide detailed reasons to substantiate the exception(s).

August 18, 2025 — *Date*

Albert Young VP, Global and NA Strategic Accounts — *Authorized Signature & Title*

Region 10 ESC
Experience the Power of 1©

October 17, 2025

Johnson Controls, Inc.
Tom Staves, National Sales Manager, Cooperative Contracts
5757 N. Green Bay Ave.
Milwaukee, WI 53209

Re: RFP # R10-1177 HVAC & Facility Systems, Automation, Installation, Service and Related Products & Services

Dear Mr. Staves:

Congratulations! The Education Service Center Region 10 Board of Directors met on Wednesday, October 15, 2025 and awarded RFP # R10-1177 HVAC & Facility Systems, Automation, Installation, Service and Related Products & Services to G&R Controls Inc.

Your contract number will be R10-1177D. This contract will become effective on November 1, 2025 and will have an initial term of two (2) years with three (3) optional one year renewals.

Please note that if your company offered architecture and engineering services or ESCO projects in your response, those services may **not** be offered through this contract in the state of Texas and are not included in this award.

Thank you for submitting your response. We look forward to working with you.

Regards,

Clint Pechacek

Clint Pechacek

Purchasing Consultant

PROPOSAL

TO: Interested Bidders

DATE: May 14th, 2026

PROJECT: Village of Western Springs BAS Renovation

This Proposal is in accordance with the Johnson Controls Equalis Group contract #R10-1177D

JCI BUILDING AUTOMATION SYSTEM (BAS) PROPOSAL

Scope of Work

Johnson Controls (JCI) is pleased to provide the following scope of work and pricing for the Village of Western Springs BAS Renovation based on the site walks dated March 5th and March 17th.

1. **Metasys Supervisory Network Engine**
   - Provide new Johnson Controls supervisory engine, with the following capabilities:
     - Trending
     - Scheduling
     - Reporting
     - User Interface with basic graphics

2. **(1) Air Handling Unit**
   - Demo existing AHU controller and panel, wiring to be reused
     - Working end devices
   - Furnish and install new programmable controller with panel
   - Furnish and install new outdoor air temperature sensor
   - Checkout existing end devices and acknowledge non-working sensors

3. **(3) VAV Boxes with Hot Water Reheat**
   - Demolish existing VAV box controls
   - Furnish and install programmable new VAV controller with built-in actuator
   - Furnish and install discharge air temperature sensor
   - Furnish and install zone temperature sensor with adjustable setpoint
   - Furnish hot water heating control valve, installed by mechanical contractor (Not Included)

4. **(19) VAV Boxes**
   - Demolish existing zone temperature sensors
   - Furnish and install new zone temperature sensor with adjustable setpoint
     - Wire back to existing VAV controller

Alternate Add 1: (3) Exhaust Fans
- Furnish and install programmable controller in AHU panel
- Furnish and install command and status relay per exhaust fan

Alternate Add 2: (7) Electric Duct Heaters
- Demo existing line voltage thermostat
- Furnish and install (2) programmable controllers with individual panels
- Furnish and install command relay and status switch per heater
- Furnish and install new zone temperature sensor per heater
  - Wired back to new controllers

Alternate Add 3: (2) Locker Room Heaters

Men's Locker Room
- Furnish and install new heating control valve

- Wire back to VAV controller
    - Heating shall be commanded by existing zone temperature sensor

Women's Locker Room

- Furnish and install new command relay to electric baseboard heater
- Wire back to VAV controller
    - Heating shall be commanded by existing zone temperature sensor

TRAINING / WARRANTY

- Includes warranty for (1) years from date of owner's acceptance of certificate of substantial completion

CLARIFICATIONS:

- Includes Johnson Controls field equipment controllers and network sensors.
- Includes (4) hours of site training.
- Includes project management, engineering, and programming/commissioning.
- This proposal shall be included within any contract terms and conditions.
- No high-voltage 120V wiring included
- Pricing based on normal working hours, Monday-Friday

NOTES:

- Due to raw material pricing volatility, pricing shown may be subject to upcoming price increases.

**** This Proposal is Valid for 30 days from the proposed date. ****

Please request a quote refresh if quote is over 30 days old.

PRICING BREAKDOWN:

Description	Total Price
Base Bid – Building Automation System (BAS) Controls	**$ 83,420.00**
Alternate 1 – 3 Exhaust Fans	**+ $ 7,890.00**
Alternate 2 – 7 Electric Duct Heaters	**+ $ 25,690.00**
Alternate 3 – Locker Room Heaters	**+ $ 6,200.00**

Thank you for your consideration of JCI and other products on this project. Please call (224) 537-5750 if you have any questions.

This proposal incorporates, by reference, the attached terms and conditions. This proposal is hereby accepted and Johnson Controls, Inc. is authorized to proceed with the work; subject however, to credit approval by Johnson Controls, Inc., Milwaukee, Wisconsin.

Pricing for the above listed scope of work, equipment and services, is valid for thirty (30) days from date of receipt and excludes any applicable taxes.

Each party executing this quotation warrants and represents that it has full power and authority to enter into this agreement and bind itself to performance. Each party binds the party on behalf of which he or she signs.

Sincerely,

Rob Franco

Rob Franco
Sales Engineer
Johnson Controls, Building Efficiency Group

This proposal is hereby accepted with the attached terms and conditions and Johnson Controls, Inc. is authorized to proceed with the work; subject, however, to credit approval by Johnson Controls, Inc., Milwaukee, Wisconsin.

Purchaser:

X _____
Signature

Company:_____

Name:_____

Job #:_____

P.O.#:_____

CUSTOMER ACCEPTANCE:

In accepting this Agreement, Customer agrees to the terms and conditions contained herein including those on the following page(s) of this Agreement and any attachments or riders attached hereto that contain additional terms and conditions. It is understood that these terms and conditions shall prevail over any variation in terms and conditions on any purchase order or other document that Customer may issue. Any changes requested by Customer after the execution of this Agreement shall be paid for by the Customer and such changes shall be authorized in writing. **ATTENTION IS DIRECTED TO THE LIMITATION OF LIABILITY, WARRANTY, INDEMNITY AND OTHER CONDITIONS CONTAINED IN THIS AGREEMENT.**

Customer agrees to pay Johnson Controls pursuant to the progress-based billing schedule of values below. If the schedule of values includes an upfront deposit, it will be paid within 30 days of contract signing and Johnson Controls will not commence work until the upfront deposit is received. Customer agrees to pay for materials, goods, and equipment (ordered, delivered, or stored) pursuant to the schedule of values, prior to installation commencement. The remaining portion of the total price will be progress billed through completion of the work. Johnson Controls progress-based billing can also include any services performed on-site or off-site. All invoices will be delivered via email, paid via ACH/EFT bank transfer and are due NET 30 days from the date of the invoice. ACH/EFT bank transfer details will be provided upon contract execution. The proposed total price is contingent on Customer agreeing to these payment and invoicing terms.

Schedule of Values	
Description of Work	%
Deposit	%
Mobilization	10%
Engineering	TBD*
Material	TBD*
Installation	TBD*
Commissioning	TBD*
*To be mutually agreed upon in writing at a later date	

This offer shall be void if not accepted in writing within thirty (30) days from the date first set forth above.

To ensure that JC is compliant with your company's billing requirements, please provide the following information:

PO is required to facilitate billing:

☐**No:** This signed contract satisfies requirement ☐**Yes:** Please reference this PO Number _____

AR Invoices are accepted via e-mail: ☐**YES:** E-mail address to be used: _____
☐**NO:** Please submit invoices via mail
☐**NO:** Please submit via _____

Deposit Invoice accepted (_____%):

☐**No:** ☐**Yes:**

Standard Terms and Conditions – U.S.A. and Canada

"JC" or "Johnson Controls" shall mean Johnson Controls Building Solutions, LLC for work performed in the U.S.A. and Johnson Controls Canada LP for work performed in Canada. These terms and conditions are an integral part of JC's offer and form the basis of any agreement (the "Agreement" resulting from JC's proposal for the goods and/or services described. By accepting this proposal, Purchaser agrees to be bound by the following terms and conditions:

(1) SCOPE OF WORK. This proposal is based upon the use of straight time labor only. JC and its subcontractors shall be provided access to the work site during regular business hours, or such other hours as may be requested by JC, including sufficient areas for staging, mobilization and storage. Plastering, patching and painting are excluded. "In-line" duct and piping devices, including, but not limited to, valves, dampers, humidifiers, wells, taps, flow meters, orifices, etc., if required hereunder to be furnished by JC, shall be distributed and installed by others under JC's supervision but at no additional cost to JC. Purchaser agrees to provide JC with required field utilities (electricity, toilets, drinking water, project hoist, elevator service, etc.) without charge. JC agrees to keep the job site clean of debris arising out of its own operations. JC's obligation is limited to the scope of work set forth in JC's proposal and does not include any modifications to the work site under the Americans with Disabilities Act or any other law or building code(s). In no event shall JC be required to perform any work JC reasonably believes is outside the scope of work without a written change order signed by Purchaser and JC. In the performance of the work, if JC encounters conditions at the work site that are (i) subsurface or otherwise concealed physical conditions that differ materially from those indicated on drawings or (ii) unknown physical or pre-existing conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the type and character of the work, JC shall notify Purchaser of such conditions. If such conditions differ materially and cause an increase in JC's costs of, or time required for, performance of any part of the work, JC shall be entitled to and Purchaser shall consent by change order to, an equitable adjustment of the contract price, contract time or both. Purchaser shall not charge any retention or back charge JC for any costs or expenses without JC's written consent unless specifically noted in the statement of the scope of work or services undertaken by JC under this Agreement, JC's obligations under this Agreement expressly exclude any work or service of any nature associated or connected with the identification, abatement, clean up, control, removal, or disposal of environmental hazards or dangerous substances, to include but not be limited to asbestos or PCSs, discovered in or on the premises. Any language or provision of the Agreement elsewhere contained which may authorize or empower the Purchaser to change, modify, or alter the scope of work or services to be performed by JC shall not operate to compel JC to perform any work relating to such hazards or substances without JC's express written consent.

(2) DEPOSIT, INVOICING & PAYMENTS. Purchaser agrees to pay JC pursuant to the progress billing schedule of values set forth in JC's proposal. If the schedule of values includes an upfront deposit, it will be paid within 30 days of contract signing and JC will not commence work until the upfront deposit is received. Customer agrees to pay for materials, goods, and equipment (ordered, delivered, or stored) pursuant to the schedule of values, prior to installation commencement. JC progress-based billing can also include services performed on-site or off-site. All invoices will be delivered via email, paid via ACH/EFT bank transfer and are due net 30 days from the date of invoice. ACH/EFT bank transfer details will be provided upon contract execution. The proposed total price is contingent on Purchaser agreeing to these payment and invoicing terms. Waivers of lien will be furnished upon request as the work progresses to the extent payments are received. Invoicing disputes must be identified in writing within 21 days of the date of invoice. Payments of any disputed amounts are due and payable upon resolution. All other undisputed amounts remain due within 30 days from the date of invoice. This Agreement is entered into with the understanding that the work or services to be provided by JC are not subject to any local, state, or federal prevailing wage statute. If it is later determined that local, state, or federal prevailing wage rates apply to JC's work or services, JC reserves the right to issue a modification or change order to adjust the wage rates to the required prevailing wage rate. Purchaser agrees to pay for the applicable prevailing wage rates. In the event of Purchaser's default, the balance of any outstanding amounts will be immediately due and payable. Payment is a condition precedent to JC's obligation to perform under the Agreement. Purchaser acknowledges and agrees that timely payments of the full amounts listed on invoices is an essential term of this Agreement and that failure to make payment in full when due is a material breach of this Agreement. Purchaser further acknowledges that if there is any amount outstanding on an invoice, it is material to JC and will give JC, without prejudice to any other right or remedy, the right to, without notice: (i) suspend, discontinue or terminate performing any work and/or withhold further deliveries of equipment and other materials, terminate or suspend any unpaid software licenses, and/or suspend JC's obligations under or terminate this Agreement; and (ii) charge Purchaser interest on the amounts unpaid at a rate equal to the lesser of one and one half (1.5) percent per month or the maximum rate permitted under applicable law, until payment is made in full; and iii) pay all of JC's costs of collection, including (1) actual out of pocket expenses and (2) charge Purchaser a collection fee of twenty-five percent (25%) of the past due amount if collected through a collection agency or attorney and thirty-five percent (35%) if litigation is commenced to collect such past due amount. JC's election to continue providing future services does not, in any way diminish JC's right to terminate or suspend services or exercise any or all rights or remedies under this Agreement. JC shall not be liable for any damages, claims, expenses, or liabilities arising from or relating to suspension of services for non-payment. In the event that there are exigent circumstances requiring work or JC otherwise performs work or services at the premises following suspension, those services shall be governed by the terms of this Agreement unless a separate contract is executed. If Purchaser disputes any late payment notice or JC's efforts to collect payment, Purchaser shall immediately notify JC in writing and explain the basis of the dispute. JC may increase prices upon notice to the Purchaser to reflect increases in material and labor costs. Prices may be adjusted by JC prior to shipment or installation to take into account increases in the cost of raw materials, component parts, third party products or labor rates or taxes; Trade Restrictions (as defined below); government actions; or to cover any unforeseen or other extra cost elements. "Trade Restrictions" means any additional or new tariff/duty, quota, tariff-rate quota, or cost associated with the withdrawal of tariff/duty concessions pursuant to a trade agreement(s). In the event JC is unable, after reasonable commercial efforts, to

acquire and provide steel products, or products made from plastics or other commodities, if required to perform work required by this Agreement, Purchaser hereby agrees that JC may terminate the Agreement, or the relevant portion of the Agreement, at no additional cost and without penalty. JC may terminate the work immediately upon notice to the Purchaser if JC, in its sole discretion, determines that the premises are unsafe to be accessed by JC's employees or subcontractors.

(3) MATERIALS. If the materials or equipment included in this proposal become temporarily or permanently unavailable for reasons beyond the control and without the fault of JC, then in the case of such temporary unavailability, the time for performance of the work shall be extended to the extent thereof, and in the case of permanent unavailability, JC shall (a) be excused from furnishing said materials or equipment, and (b) be reimbursed for the difference between the cost of the materials or equipment permanently unavailable and the cost of a reasonably available substitute therefore. Orders for materials or equipment included may by cancelled or modified by Purchaser only with JC's express written consent. If cancellation or modification is allowed, Purchaser agrees to pay to JC all expenses incurred and damage sustained by JC on account of such cancellation or modification, plus a reasonable profit. At a minimum, Purchaser agrees to pay the following cancellation charges if JC consents to cancellation in writing of equipment manufactured by JC: For stock units, Purchaser will owe a restocking fee of ten percent (10%) of total sale price for such units. For custom units, cancelled by Purchaser after release to fabrication, cancellation charges shall be calculated according to the following formula: Cancellation charge = (X+ 0.1) x custom equipment sell price / Y, where X = number of weeks from date of release for fabrication to the date of Purchaser notice of cancellation and Y = number of weeks for delivery as offered at the time of the contract. JC shall also be entitled to recover for all on site labor performed up to cancellation, plus reasonable demobilization costs.

(4) LIMITED WARRANTY. JC warrants that the equipment manufactured by it shall be free from defects in material and workmanship arising from normal usage for a period of twelve (12) monthly from delivery of said equipment, or if installed by JC, for a period of twelve (12) months from installation, whichever occurs first. No warranty is provided for third-party products and equipment installed or furnished by JC. Such products and equipment are provided with the third-party manufacturer's warranty to the extent available, and JC will transfer the benefits, together with all limitations, of that manufacturer's warranty to Purchaser. For equipment installed by JC, if Purchaser provides written notice to JC of any such defect within thirty (30) days after the appearance or discovery of such defect, JC shall, at its option, repair or replace the defective equipment. All transportation charges incurred in connection with the warranty for equipment not installed by JC shall be borne by Purchaser. These warranties do not extend to any equipment which has been repaired by others, abused, altered or misused, or which has not been properly and reasonably maintained. **THESE WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THOSE OF MERCHANTABILITY AND FITNESS FOR A SPECIFIC PURPOSE.** JC makes no and specifically disclaims all representations or warranties that the services, products, software or third-party product or software will be secure from cyber threats, hacking or other similar malicious activity, or other similar malicious activity, or will detect the presence of, or eliminate, treat, or mitigate the spread transmission, or outbreak of any pathogen, disease, virus or other contagion, including but not limited to COVID 19.

(5) LIABILITY. To the maximum extent permitted by law, in no event shall JC and its affiliates and their respective personnel, suppliers and vendors ("JC Parties") be liable to Purchaser or any third party under any cause of action or theory of liability even if advised of the possibility of such damages, for any: (a) special, incidental, indirect, punitive or consequential damages; (b) loss of business, use, profits, revenues, customer opportunities, anticipated savings or goodwill; (c) business interruption; or (d) data loss or other losses arising from viruses, ransomware, cyber-attacks or failures or interruptions to network systems arising in any manner from the equipment or material furnished or the work performed pursuant to this Agreement. In any case, the entire aggregate liability of the JC Parties under this Agreement for all damages, losses, causes of action, whether in contract, tort (including negligence), or otherwise, shall be limited to the amount actually received by JC for the performance of its obligations hereunder.

(6) TAXES/TARIFFS. Prices do not include taxes, fees, duties, tariffs, false alarm assessments, permits and levies or other charges imposed and/or enacted by a government, however designated or imposed (collectively, "Taxes"). All Taxes are the responsibility of Purchaser, unless Purchaser presents an exemption certificate acceptable to JC and the applicable taxing authorities. If JC is required to pay any such Taxes or other charges, Purchaser shall reimburse JC on demand. If any such exemption certificate is invalid, then Purchaser will immediately pay JC the amount of the Taxes, plus penalties and interest.

(7) SCHEDULE. JC and Purchaser shall mutually agree upon a schedule for completion of the work. In the event Purchaser desires to change or accelerate the schedule or the schedule is otherwise accelerated, delayed, or impacted for reasons beyond the control of JC, JC shall be entitled to a change order equitably adjusting the compensation of JC to account for the increased costs associated with such schedule changes.

(8) DELAYS. JC shall not be liable for any delay in the performance of the work resulting from or attributed to acts or circumstances beyond JC's control, including, but not limited to Force Majeure Events, conditions of the premises, acts or omissions of the Purchaser, Owner or other contractors or delays caused by suppliers or subcontractors of JC.

(9) COMPLIANCE WITH LAWS. JC shall comply with all applicable federal, state and local laws and regulations and shall obtain all temporary licenses and permits required for the prosecution of the work. Licenses and permits of a permanent nature shall be procured and paid for by the Purchaser.

(10) DISPUTES. JC shall have the sole and exclusive right to determine whether any dispute, controversy or claim arising out of or relating to the Agreement, or the breach thereof, shall be submitted to a court of law or arbitrated. For Purchasers located in the United State, the laws of Delaware shall govern the validity, enforceability, and interpretation of this Agreement, without regard to conflicts of law principles thereof, and the exclusive venue for any such litigation or arbitration shall be in Milwaukee, Wisconsin. For Purchasers located in Canada, the laws of Ontario shall govern the validity, enforceability, and interpretation of this Agreement, without regard to conflicts of law principles thereof, and the exclusive venue for any such litigation or arbitration shall be in Ontario, Canada. The parties waive any objection to the exclusive jurisdiction of the specified forums, including any objection based on forum non conveniens. In the event the matter is submitted to a court, JC and Purchaser hereby agree to waive their right to trial by jury. In the event the matter is submitted to arbitration by JC, the costs of arbitration shall be borne equally by the parties, and

the arbitrator's award may be confirmed and reduced to judgment in any court of competent jurisdiction. Purchaser will pay all of JC's reasonable collection costs (including legal fees and expenses) as provided in Section 2. Except as provided below, no claim or cause of action, whether known or unknown, shall be brought by either party against the other more than one year after the claim first arose. Claims not subject to the one-year limitation include claims by JC for unpaid: (1) contract amounts, (2) change order amounts (approved or requested) and (3) delays and/or work inefficiencies.

(11) INSURANCE. Insurance coverage in excess of JC's standard limits will be furnished when requested and required. No credit will be given or premium paid by JC for insurance afforded by others.

(12) INDEMNITY. To the fullest extent permitted by law, JC and Purchaser shall indemnify each other from any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, resulting from death or bodily injury or damage to real or tangible personal property, to the extent caused by the negligence or misconduct of their respective employees or other authorized agents in connection with their activities within the scope of this Agreement. Neither party shall indemnify the other against claims, actions, costs, expenses or liabilities to the extent attributable to the actions or omissions of the other party. If the parties are both at fault, the obligation to indemnify shall be proportional to their relative fault.

(13) PATENTS. JC shall defend or, at its own option settle, any action against Purchaser brought by a third party to the extent that the action is based upon a claim that the equipment provided under the Agreement infringes any U.S. patents or copyrights for Purchasers located in the United States or Canadian patents or copyrights, for Purchasers located in Canada, or misappropriates any trade secrets of a third party ("Claim"), provided that: (i) Purchaser gives JC prompt written notice of any such Claim, (ii) Purchaser gives JC full authority to defend or settle any such Claim, and (iii) Purchaser gives JC proper and full information and assistance, at JC's expense (except for Purchaser's employees' time) to defend or settle any such Claim. JC will pay those costs and damages finally awarded against Purchaser in the action that are specifically attributable to the claim or those costs and damages agreed to in a monetary settlement of the action. THE FOREGOING IS IN LIEU OF ANY WARRANTIES OF NONINFRINGEMENT, WHICH ARE HEREBY DISCLAIMED. The foregoing obligation of JC does not apply with respect to products or equipment or portions or components thereof (a) not supplied by JC, (b) made in whole or in part in accordance with Purchaser or owner specifications, (c) which are modified after shipment or installation by JC, if the alleged infringement related to such modification, (d) combined with other products, processes or materials where the alleged infringement relates to such combination, (e) where Purchaser continues allegedly infringing activity after being notified thereof and/or after being informed of modifications that would have avoided the alleged infringement without significant loss of performance or functionality, or (f) where Purchaser's use of the product or equipment is incident to an infringement not resulting primarily from the product or equipment; Purchaser will indemnify JC and its officers, directors, agents, and employees from all damages, settlements, attorneys' fees and expenses related to a claim of infringement, misappropriation, defamation, violation of rights of publicity or privacy excluded from JC's indemnity obligation herein.

(14) OCCUPATIONAL SAFETY AND HEALTH. The Parties hereto agree to notify each other immediately upon becoming aware of an inspection under, or any alleged violation of, the Occupational Safety and Health Act relating in any way to the project or project site.

(15) PURCHASER RESPONSIBILITIES. Purchaser is solely responsible for the establishment, operation, maintenance, access, security and other aspects of its computer network ("Network") and shall supply JC secure Network access for providing its work or services. Products networked, connected to the internet, or otherwise connected to computers or other devices must be appropriately protected by Purchaser and/or end user against unauthorized access. Purchaser is responsible to take appropriate measures, including performing back-ups, to protect information, including without limit data, software, or files (collectively "Data") prior to receiving the work, services or products.

(16) FORCE MAJEURE. JC shall not be liable, nor in breach or default of its obligations under this Agreement, for delays, interruption, failure to render services, or any other failure by JC to perform an obligation under this Agreement, where such delay, interruption or failure is caused, in whole or in part, directly or indirectly, by a Force Majeure Event. A "Force Majeure Event" is a condition or event that is beyond the reasonable control of JC, whether foreseeable or unforeseeable, including, without limitation, acts of God, severe weather (including but not limited to hurricanes, tornados, severe snowstorms or severe rainstorms), wildfires, floods, earthquakes, seismic disturbances, or other natural disasters, acts or omissions of any governmental authority (including change of any applicable law or regulation), epidemics, pandemics, disease, viruses, quarantines, or other public health risks and/or responses thereto, condemnation, strikes, lock-outs, labor disputes, an increase of 5% or more in tariffs or other excise taxes for materials to be used on the project, fires, explosions or other casualties, thefts, vandalism, civil disturbances, insurrection, mob violence, riots, war or other armed conflict (or the serious threat of same), acts of terrorism, electrical power outages, interruptions or degradations in telecommunications, computer, network, or electronic communications systems, data breach, cyber-attacks, ransomware, unavailability or shortage of parts, materials, supplies, or transportation, or any other cause or casualty beyond the reasonable control of JC. If JC's performance of the work is delayed, impacted, or prevented by a Force Majeure Event or its continued effects, JC shall be excused from performance under the Agreement. Without limiting the generality of the foregoing, if JC is delayed in achieving one or more of the scheduled milestones set forth in the Agreement due to a Force Majeure Event, JC will be entitled to extend the relevant completion date by the amount of time that JC was delayed as a result of the Force Majeure Event, plus such additional time as may be reasonably necessary to overcome the effect of the delay. To the extent that the Force Majeure Event directly or indirectly increases JC's cost to perform the services, Purchaser is obligated to reimburse JC for such increased costs, including, without limitation, costs incurred by JC for additional labor, inventory storage, expedited shipping fees, trailer and equipment rental fees, subcontractor fees or other costs and expenses incurred by JC in connection with the Force Majeure Event.

(17) FAR. In the United States, JC supplies "commercial items" within the meaning of the Federal Acquisition Regulations (FAR), 48 CFR Parts 1-53. As to any customer order for a U.S. Government contract, JC will comply only with those mandatory flow-downs for commercial item and commercial services subcontracts listed either at FAR 52.244-6, or 52.212-5(e)(1), as applicable.

(18) DIGITAL ENABLED SERVICES; DATA. If JC provides Digital Enabled Services under this Agreement, these Digital Enabled Services require the collection, transfer and ingestion of building, equipment, system time series, and other data to JC's cloud-hosted software applications. Customer consents to and grants JC the right to collect, transfer, ingest and use such data to enable JC and its affiliates and agents to provide, maintain, protect, develop and improve the Digital Enabled Services and JC products and services. Customer acknowledges that, while Digital Enabled Services generally improve equipment performance and services, Digital Enabled Services do not prevent all potential malfunction, insure against all loss, or guarantee a certain level of performance. Customer shall be solely responsible for the establishment, operation, maintenance, access, security and other aspects of its computer network ("Network"), shall appropriately protect hardware and products connected to the Network and will supply JC secure Network access for providing its Digital Enabled Services. As used herein, "Digital Enabled Services" mean services provided hereunder that employ JC software and related equipment installed at Customer facilities and JC cloud-hosted software offerings and tools to improve, develop, and enable such services. Digital Enabled Service may include, but are not limited to, (a) remote servicing and inspection, (b) advanced equipment fault detection and diagnostics, and (c) data dashboarding and health reporting. If Customer accesses and uses Software that is used to provide the Digital Enabled Services, the Software Terms (defined below) will govern such access and use. Certain equipment sold hereunder includes by default JC's Connected Equipment Services. Connected Equipment Services is a data-analytics and monitoring Software platform that uses a cellular or network connection to gather equipment performance data to assist JC in advising Purchaser on (and Purchaser in better understanding) such equipment's health, performance or potential malfunction. **If Purchaser's equipment includes Connected Equipment Services, such services will be on by default and the remote connection will continue to connect to Purchaser's Equipment through the full equipment lifecycle, unless Purchaser specifically requests in writing that JC disable the remote connection, or Purchaser discontinues or removes such remote connection.**

(19) JC DIGITAL SOLUTIONS. Use, implementation, and deployment of the software and hosted software products ("Software") offered under these terms shall be subject to, and governed by, JC's standard terms for such Software and Software related professional services in effect from time to time at www.johnsoncontrols.com/techterms (collectively, the "Software Terms"). Specifically, the JC General EULA set forth at www.johnsoncontrols.com/buildings/legal/digital/generaleula governs access to and use of software installed on Customer's premises or systems and the JC Terms of Service set forth at www.johnsoncontrols.com/buildings/legal/digital/generaltos govern access to and use of hosted software products. The applicable Software Terms are incorporated herein by this reference. Other than the right to use the Software as set forth in the Software Terms, JC and its licensors reserve all right, title, and interest (including all intellectual property rights) in and to the Software and improvements to the Software. The Software that is licensed hereunder is licensed subject to the Software Terms and not sold. If there is a conflict between the other terms herein and the Software Terms, the Software Terms shall take precedence and govern with respect to rights and responsibilities relating to the Software, its implementation and deployment and any improvements thereto. Notwithstanding any other provisions of this Agreement, unless otherwise agreed, the following terms apply to Software that is provided to Customer on a subscription basis (i.e., a time limited license or use right), (each a "Software Subscription"): Each Software Subscription provided hereunder will commence on the date the initial credentials for the Software are made available (the "Subscription Start Date") and will continue in effect until the expiration of the subscription term noted in the applicable statement of work, order or other applicable ordering document. At the expiration of the Software Subscription, such Software Subscription will automatically renew for consecutive one (1) year terms (each a "Renewal Subscription Term"), unless either party provides the other party with a notice of non-renewal at least ninety (90) days prior to the expiration of the then-current term. To the extent permitted by applicable law, Software Subscriptions purchases are non-cancelable, and the sums paid nonrefundable. Fees for Software Subscriptions shall be paid annually in advance, invoiced on the Subscription Start Date and each subsequent anniversary thereof. Customer shall pay all invoiced amounts within thirty calendar days after the date of invoice. Payments not made within such time period shall be subject to late charges as set forth in the Software Terms. Unless otherwise agreed by the parties in writing, the subscription fee for each Renewal Subscription Term will be priced at Johnson Controls' then-applicable list price for that Software offering. Any use of Software that exceeds the scope, metrics or volume set forth in this Agreement and applicable SOW will be subject to additional fees based on the date such excess use began.

(20) PRIVACY.

(a) *JC as Processor.* Where JC factually acts as Processor of Personal Data on behalf of Purchaser (as such terms are defined in the DPA) the terms at www.johnsoncontrols.com/dpa shall apply.

(b) *JC as Controller.* JC will collect, process and transfer certain personal data of Purchaser and its personnel related to the business relationship between it and Purchaser (for example names, email addresses, telephone numbers) as controller and in accordance with JC's Privacy Notice at https://www.johnsoncontrols.com/privacy. Purchaser acknowledges JC's Privacy Notice and strictly to the extent consent is mandatorily required under applicable law, Purchaser consents to such collection, processing and transfer. To the extent consent to such collection, processing and transfer by JC is mandatorily required from Purchaser's personnel under applicable law, Purchaser warrants and represents that it has obtained such consent.

(21) ASSIGNMENT. This Agreement is not assignable by the Purchaser except upon written consent of JC first being obtained. JC shall have the right to assign this Agreement, in whole or in part, or to subcontract any of its obligations under this Agreement without notice to Purchaser.

(22) CHANGES. No change or modification of any of the terms and conditions stated herein shall be binding upon Johnson unless accepted by Johnson in writing.

(23) ENTIRE AGREEMENT. This proposal, upon acceptance, shall constitute the entire agreement between the parties and supersedes any prior representations or understandings.

T&C Version: 01/01/2026

AGENDA ITEM SUMMARY

BOARD OF TRUSTEES

Regular Meeting: June 15, 2026

AGENDA ITEM 12.A.

To: Board of Trustees
From:
CC:
RE: 2025 WSPD Annual Report

Recommendation

Summary

Financial Impact

Recommended Motion

Strategic Plan Alignment

File Attachments

None

VILLAGE OF WESTERN SPRINGS
740 Hillgrove Avenue • Western Springs, IL 60558 • 708.246.1800
wsprings.com

June 10, 2026

TO: Village President and Board of Trustees
Ellen Baer, Village Manager

FROM: John Mastandona, Director of Finance

RE: Monthly Financial Report

Attached please find the monthly report and check register for May 2026. The attached includes a recap of all funds, a list of cash and investments, and cash flow schedules.

Investment Activity

The investment activity is presented for May 2026. The Illinois Metropolitan Investment Fund's (IMET convenience fund) average daily yield was 3.71%. The Police Pension Fund posted realized and unrealized gains of 3.57% and maintained a trailing 12 month return of 23.14% at the end of May. The market value of the Police Pension portfolio is approximately $25.500 million with an additional $552,000 in cash was on-hand at the end of May. The Federal Reserve rates remained at its previous range compared to last month's report (Target range of 3.50% to 3.75% as of April 30, 2026).

May Cash and Investment Summary:

Village Operating Funds:	$44,209,281
Village Trust & Agency Funds:	$27,425,379
Village Total	$71,634,660

Investment Allocation for May 2026

Category	Operating Funds	Trust & Agency
Cash (Mesirow/Chicago Trust)	$0	$552,067
Money Market (CBWS & Republic Bank)	17,603,083	383,677
Illinois Funds/CBWS	16,935,177	244,261
CD's	4,131,454	610,733
Cash (CBWS/Heartland Bank)	1,802,138	134,469
Equity Fund (Market Value)	0	25,500,172
IMET Convenience Fund	3,737,429	0
Total	$44,209,281	$27,425,379

Fund Activity

General Fund

Year to Date Activity

Revenue:	$8,609,066
Expenditures:	(6,495,198)
	$2,113,868

The General Fund has a surplus at the end of May. Sales tax collections have been strong since the beginning of 2026, with collections through May totaling 49% of the total annual budget. As previously reported, this exceeds our anticipated growth in the sales tax base. Staff will continue to monitor this as the year progresses as it is a direct correlation to our local economy. The timing of vehicle stickers and business licenses also contributed to the surplus.

The County has distributed approximately 40% of the FY 2025 levy. As stated in previous reports, approximately $1.6 million is included in revenue which is the delayed collections from the previous levy year.

The County reported on June 10th that they anticipate the second installment property tax bills will be delayed by at least two months. Staff will continue to monitor this development and inform the Village Board of updates as they are received.

Expenditures were on target for the month.

Capital Improvement Fund

Year to Date Activity

Revenue:	$544,145
Expenditures:	(370,282)
	$173,863

Expenditures incurred in May include the purchase of computer equipment, car lease payments, fire equipment, and facility repairs.

Water/Sewer Funds

Year to Date Activity

Revenue:	$2,134,774
Expenditures:	(2,368,133)
	($233,359)

Consumption billed in May (period covering February 15, 2026, to April 15, 2026) is about 2% higher than consumption billed in 2025 for the same period while year-to-date consumption is slightly (-2%) lower compared to last year.

Stormwater Utility Fee Fund

Year to Date Activity

Revenue:	$1,038,910
Expenditures:	(151,075)
	$887,835

The funds collected from the stormwater utility fee will be utilized for improvements to the Village's stormwater system.

Police Pension

Year to Date Activity

Revenue:	$4,491,534
Expenditures:	(1,099,381)
	$3,392,153

The Illinois Police Officers' Pension Investment Fund (IPOPIF) consolidates police pension fund investments but reports each pension fund individually. The Fund posted realized and unrealized gains of 3.57% and maintained a trailing 12 month return of 23.14% at the end of May. The Police Pension Fund held cash in the amount of $500 thousand at the end of May, while having a market value of assets of approximately $25.500 million.

Please refer to the attached schedules for more detail.

Village of Western Springs
MONTHLY REPORT - Cash Basis
May 31, 2026

	FY 2026 Revised Budget	Y-T-D FY 2026 Actual	Monthly Activity	Y-T-D Projected Budget	Variance Fav (Unfav)	Y-T-D % of Budget
GENERAL FUND - 100						
Revenues						
Property Taxes	$6,885,669	$4,129,649	$0	$2,754,268	$1,375,381	59.97%
Taxes	5,484,500	2,788,271	655,828	2,285,208	503,063	50.84%
Licenses and Permits	1,730,000	1,011,974	201,931	908,102	103,872	58.50%
Intergovernmental	348,600	89,769	1,569	145,250	(55,481)	25.75%
Charges for Services	722,500	270,171	44,736	301,042	(30,871)	37.39%
Fines	130,000	56,014	12,971	54,167	1,848	43.09%
Interest	253,000	127,654	29,106	105,417	22,237	50.46%
Rental	159,000	91,154	6,125	66,250	24,904	57.33%
Miscellaneous	5,600	44,409	573	2,333	42,076	793.02%
	$15,718,869	$8,609,066	$952,838	$6,622,036	$1,987,030	54.77%
Expenditures						
General Government	(2,367,217)	(1,118,094)	(176,252)	(986,340)	(131,754)	47.23%
Finance	(638,558)	(307,000)	(42,393)	(266,066)	(40,934)	48.08%
Law Enforcement	(6,570,181)	(2,573,019)	(258,583)	(2,764,503)	191,484	39.16%
Municipal Services	(2,368,571)	(1,054,957)	(190,949)	(986,905)	(68,052)	44.54%
Engineering Services	(132,197)	(37,554)	(7,906)	(55,082)	17,528	28.41%
Fire and EMS	(2,470,062)	(1,015,740)	(194,729)	(1,029,193)	13,453	41.12%
Community Development	(1,170,188)	(388,834)	(81,114)	(487,578)	98,744	33.23%
	($15,716,974)	($6,495,198)	($951,926)	($6,575,667)	$80,469	41.33%
Subtotal - Surplus (Deficit)	**$1,895**	**$2,113,868**	**$912**	**$46,369**	**$2,067,499**	
RECREATION FUND - 210						
Revenues						
Property Taxes	$420,371	$290,722	$0	$168,148	122,574	69.16%
Charges for Services	1,284,280	460,092	84,532	535,117	(75,025)	35.82%
Interest	38,550	27,888	6,709	16,063	11,826	72.34%
Miscellaneous	-	1,000	-	1,000	-	100.00%
Rental Income	261,450	117,961	21,064	108,938	9,024	45.12%
	$2,004,651	$897,664	$112,306	$829,265	$68,399	44.78%
Expenditures						
Culture and Recreation	(2,142,960)	(716,304)	(245,424)	(910,120)	193,816	33.43%
Surplus (Deficit)	**($138,309)**	**$181,360**	**($133,118)**	**($80,855)**	**$262,215**	

Village of Western Springs
MONTHLY REPORT - Cash Basis
May 31, 2026

	FY 2026 Revised Budget	Y-T-D FY 2026 Actual	Monthly Activity	Y-T-D Projected Budget	Variance Fav (Unfav)	Y-T-D % of Budget
CAPITAL IMPROVEMENT FUND - 310						
Revenues						
Property Taxes	$226,000	$155,143	$0	$90,400	$64,743	68.65%
Capital Grant	265,000	350,000	3,197	350,000	-	132.08%
Interest	82,000	39,002	7,651	34,167	4,835	47.56%
Sale of Real Property	-	-	-	-	-	0.00%
	$573,000	$544,145	$10,848	$474,567	$69,578	94.96%
Expenditures						
General Government	(220,000)	(126,815)	(8,113)	(126,815)	-	57.64%
Law Enforcement	(213,595)	(71,051)	(19,674)	(71,051)	-	33.26%
Municipal Services	(1,082,703)	(67,276)	(2,877)	(67,276)	-	6.21%
Fire Services	(157,475)	(105,140)	(2,206)	(105,140)	-	66.77%
	($1,673,773)	($370,282)	($32,870)	($370,282)	$0	22.12%
Surplus (Deficit)	**($1,100,773)**	**$173,863**	**($22,022)**	**$104,285**	**$69,578**	
PUBLIC BENEFIT FUND - 320						
Revenue						
Interest	$32,000	$18,434	$3,970	$13,333	$5,100	57.60%
	$32,000	$18,434	$3,970	$13,333	$5,100	57.60%
Expenditures						
Capital Projects	-	-	-	-	-	0.00%
	$0	$0	$0	$0	$0	0.00%
Surplus (Deficit)	**$32,000**	**$18,434**	**$3,970**	**$13,333**	**$5,100**	
Ridgewood Oaks - 350						
Expenditures						
Municipal Services	(1,500)	(487)	(487)	(487)	-	32.47%
	($1,500)	($487)	($487)	($487)	$0	32.47%
Surplus (Deficit)	**($1,500)**	**($487)**	**($487)**	**($487)**	**$0**	

Village of Western Springs
MONTHLY REPORT - Cash Basis
May 31, 2026

	FY 2026 Revised Budget	Y-T-D FY 2026 Actual	Monthly Activity	Y-T-D Projected Budget	Variance Fav (Unfav)	Y-T-D % of Budget
CBD PARKING FUND - 360						
Revenue						
Permits	$15,000	$2,080	$0	$6,250	($4,170)	13.87%
Interest	1,200	450	101	500	(50)	37.50%
	$16,200	$2,530	$101	$6,750	($4,220)	15.62%
Expenditures						
Municipal Services	(33,179)	-	-	-	-	0.00%
	($33,179)	$0	$0	$0	$0	100.00%
Surplus (Deficit)	**($16,979)**	**$2,530**	**$101**	**$6,750**	**($4,220)**	
REFERENDUM FUND - 365						
Revenues						
Interest	$270,000	$239,947	$45,046	$112,500	$127,447	88.87%
	$270,000	$239,947	$45,046	$112,500	$127,447	88.87%
Expenditures						
Capital Projects	(6,836,659)	(985,369)	(20,250)	(985,369)	-	14.41%
	($6,836,659)	($985,369)	($20,250)	($985,369)	$0	14.41%
Surplus (Deficit)	**($6,566,659)**	**($745,422)**	**$24,796**	**($872,869)**	**$127,447**	
MOTOR FUEL TAX FUND - 370						
Revenues						
Motor Fuel Tax	$622,000	$299,324	$50,312	$259,167	$40,158	48.12%
Other Agencies	$82,500	$0	$0	$0	$0	0.00%
Interest	51,000	25,579	5,385	21,250	4,329	50.15%
	$755,500	$324,903	$55,697	$280,417	$44,486	43.01%
Expenditures						
R-O-W Maintenance	(848,655)	(50,000)	-	(50,000)	-	5.89%
	($848,655)	($50,000)	$0	($50,000)	$0	5.89%
Surplus (Deficit)	**($93,155)**	**$274,903**	**$55,697**	**$230,417**	**$44,486**	

Village of Western Springs
MONTHLY REPORT - Cash Basis
May 31, 2026

	FY 2026 Revised Budget	Y-T-D FY 2026 Actual	Monthly Activity	Y-T-D Projected Budget	Variance Fav (Unfav)	Y-T-D % of Budget
ROADWAY CONSTRUCTION - 375						
Revenues						
Property Taxes -IMRF	$6,250	$4,186	$0	$2,500	$1,686	66.97%
Interest	11,000	1,903	457	4,583	(2,680)	17.30%
	$17,250	$6,089	$457	$7,083	($995)	35.30%
Expenditures						
Capital Projects	(190,792)	(41,466)	(7,540)	(41,466)	-	21.73%
	($190,792)	($41,466)	($7,540)	($41,466)	$0	21.73%
Surplus (Deficit)	**($173,542)**	**($35,377)**	**($7,083)**	**($34,383)**	**($995)**	
R-O-W /GRANT - 380						
Revenues						
Transfer From Special Purpose Fund	-	-	-	-	-	0.00%
	$0	$0	$0	$0	$0	0.00%
Expenditures						
Capital Projects	-	-	-	-	-	0.00%
	$0	$0	$0	$0	$0	0.00%
Surplus (Deficit)	**$0**	**$0**	**$0**	**$0**	**$0**	
TIF DISTRICT SOUTH - 390						
Revenues						
Property Taxes	$700,000	$814,166	$0	$280,000	$534,166	116.31%
	$700,000	$814,166	$0	$280,000	$534,166	116.31%
Expenditures						
Capital Projects	(488,170)	(1,782)	(162)	(1,782)	-	0.37%
	($488,170)	($1,782)	($162)	($1,782)	$0	0.37%
Surplus (Deficit)	**$211,830**	**$812,384**	**($162)**	**$278,218**	**$534,166**	

Village of Western Springs
MONTHLY REPORT - Cash Basis
May 31, 2026

	FY 2026 Revised Budget	Y-T-D FY 2026 Actual	Monthly Activity	Y-T-D Projected Budget	Variance Fav (Unfav)	Y-T-D % of Budget
TIF DISTRICT NORTH - 395						
Revenues						
Property Taxes	$245,000	$219,457	$0	$98,000	$121,457	89.57%
Interest	40	-	-	17	(17)	0.00%
	$245,000	$219,457	$0	$98,000	$121,457	89.57%
Expenditures						
Capital Projects	(404,620)	(1,620)	-	(1,620)	-	0.40%
	($404,620)	($1,620)	$0	($1,620)	$0	
Surplus (Deficit)	**($159,620)**	**$217,837**	**$0**	**$96,380**	**$121,457**	
DEBT SERVICE FUND - 410						
Revenues						
Property Taxes	$2,402,920	$1,418,969	$0	$961,168	$457,801	59.05%
Interest	36,000	13,399	4,503	15,000	(1,601)	37.22%
Interfund Transfer	402,070	167,529	33,506	167,529	0	41.67%
	$2,840,990	$1,599,898	$38,009	$1,143,697	$456,200	56.31%
Expenditures						
Principal and Interest Payments	(2,694,566)	(469,357)	(467,882)	(469,357)	-	17.42%
	($2,694,566)	($469,357)	($467,882)	($469,357)	$0	17.42%
Surplus (Deficit)	**$146,424**	**$1,130,541**	**($429,873)**	**$674,340**	**$456,200**	

Village of Western Springs
MONTHLY REPORT - Cash Basis
May 31, 2026

	FY 2026 Revised Budget	Y-T-D FY 2026 Actual	Monthly Activity	Y-T-D Projected Budget	Variance Fav (Unfav)	Y-T-D % of Budget
WATER/SEWER FUND - 510/515						
Revenues						
Charges for Services	$4,689,500	$1,616,239	$331,956	$1,953,958	($337,719)	34.47%
Property Taxes IMRF	114,250	78,162	-	45,700	32,462	68.41%
IEPA Loan Proceeds	-	403,393	-	403,393	-	0.00%
Capital Grant	530,000	-	-	-	-	0.00%
Interfund Transfer	2,200,000	-	-	-	-	0.00%
Interest	90,500	36,979	7,749	37,708	(729)	40.86%
	$7,624,250	$2,134,774	$339,705	$2,440,760	($305,986)	28.00%
Expenditures						
Bond & Interest	(911,441)	(60,376)	(27,561)	(60,376)	-	6.62%
Water Administration	(371,688)	(225,429)	(33,187)	(154,870)	(70,559)	60.65%
Water Production	(3,040,824)	(1,193,923)	(91,836)	(995,869)	(198,054)	39.26%
Water Distribution	(2,532,026)	(396,728)	(128,272)	(548,410)	151,682	15.67%
Water Meter Reading	(260,528)	(76,408)	(32,045)	(92,244)	15,836	29.33%
Sewer Bond and Interest	(26,475)	(737)	-	(737)	-	2.78%
Sewer Administration	(570,782)	(188,717)	(29,850)	(237,826)	49,109	33.06%
Sewer Maintenance/Rehab	(573,371)	(225,815)	(26,487)	(200,036)	(25,779)	39.38%
	($8,287,135)	($2,368,133)	($369,238)	($2,290,368)	($77,765)	28.58%
Suplus (Deficit)	**($662,885)**	**($233,359)**	**($29,533)**	**$150,392**	**($383,751)**	
CAPITAL MAINTENANCE FEE FUND - 520						
Revenues						
Fees	$270,000	$116,108	$25,924	$112,500	$3,608	43.00%
	270,000	116,108	25,924	112,500	3,608	
Expenditures						
Transfer to Other Funds	(1,000,000)	-	-	-	-	0.00%
	($1,000,000)	-	-	-	-	
Suplus (Deficit)	**(730,000)**	**116,108**	**25,924**	**112,500**	**3,608**	

Village of Western Springs
MONTHLY REPORT - Cash Basis
May 31, 2026

	FY 2026 Revised Budget	Y-T-D FY 2026 Actual	Monthly Activity	Y-T-D Projected Budget	Variance Fav (Unfav)	Y-T-D % of Budget
STORMWATER UTILITY FEE FUND - 525						
Revenues						
Charges for Services	$1,130,000	$481,980	$99,063	$470,833	$11,147	42.65%
Interest	105,000	71,150	16,305	43,750	27,400	67.76%
Capital Grant	1,000,000	485,779	-	485,779	-	48.58%
Proceeds from Long Term Debt	2,700,000	-	-	-	-	0.00%
	4,935,000	1,038,910	115,368	1,000,363	38,547	
Expenditures						
Stormwater Maintenance	(4,918,939)	(151,075)	(143,914)	(151,075)	-	3.07%
	($4,918,939)	(151,075)	(143,914)	(151,075)	-	
Suplus (Deficit)	**16,061**	**887,835**	**(28,546)**	**849,288**	**38,547**	
BURLINGTON NORTHERN FUND - 590						
Revenues						
Property Taxes	$8,722	$5,687	$0	$3,489	$2,198	65.20%
Interest	-	-	-	-	-	0.00%
Charges for Services	154,000	34,363	5,486	64,167	(29,804)	22.31%
	$162,722	$40,050	$5,486	$67,655	($27,606)	24.61%
Expenditures						
Accounting and Collection	(29,985)	(12,551)	(1,983)	(12,494)	(57)	41.86%
B/N Municipal Services	(223,273)	(68,400)	(13,905)	(93,030)	24,630	30.64%
	($253,258)	($80,951)	($15,888)	($105,524)	$24,573	31.96%
Surplus (Deficit)	**($90,536)**	**($40,901)**	**($10,402)**	**($37,869)**	**($3,033)**	

Village of Western Springs
MONTHLY REPORT - Cash Basis
May 31, 2026

	FY 2026 Revised Budget	Y-T-D FY 2026 Actual	Monthly Activity	Y-T-D Projected Budget	Variance Fav (Unfav)	Y-T-D % of Budget
SPECIAL PURPOSE RESERVE FUND - 640						
Revenue						
Interest	$17,000	$8,934	$1,096	$7,083	$1,851	52.55%
	$17,000	$8,934	$1,096	$7,083	$1,851	52.55%
Expenditures						
Transfers to Other Funds	(1,200,000)	-	-	-	-	0.00%
	($1,200,000)	$0	$0	$0	$0	0.00%
Surplus (Deficit)	**($1,183,000)**	**$8,934**	**$1,096**	**$7,083**	**$1,851**	
POLICE PENSION FUND - 660						
Revenues						
Employer Contributions (P-Taxes)	$2,380,992	$2,156,816	-	$952,397	$1,204,419	90.58%
Replacement Tax	14,000	7,371	3,031	7,000	371	52.65%
Appreciation/Gains/Interest	1,198,120	2,239,453	852,814	499,217	1,740,236	186.91%
Employee Contributions	215,000	87,895	15,777	89,583	(1,689)	40.88%
Miscellaneous	-	-	-	-	-	0.00%
	$3,808,112	$4,491,534	$871,623	$1,548,197	$2,943,338	117.95%
Expenditures						
Pension Benefits	(2,614,330)	(1,099,381)	(221,937)	(1,089,304)	(10,077)	42.05%
	($2,614,330)	($1,099,381)	($221,937)	($1,089,304)	($10,077)	42.05%
Surplus (Deficit)	**$1,193,782**	**$3,392,153**	**$649,686**	**$458,893**	**$2,933,261**	
FIRE PENSION FUND - 670						
Revenues						
Interest	$6,500	$1,018	$200	$2,708	($1,691)	15.65%
Employer Contributions (P-Taxes)	9,897	9,336	-	3,959	5,377	94.33%
	$16,397	$10,354	$200	$6,667	$3,687	63.14%
Expenditures						
Pension Benefits	(25,703)	(10,702)	(1,763)	(10,710)	8	41.64%
	($25,703)	($10,702)	($1,763)	($10,710)	$8	41.64%
Surplus (Deficit)	**($9,306)**	**($348)**	**($1,563)**	**($4,042)**	**$3,694**	
TOTAL FUNDS						
Revenues	$40,006,941	$21,116,960	$2,578,673	$15,050,874	$6,066,086	52.78%
Expenditures	($49,331,213)	($12,842,107)	($2,479,281)	($13,053,131)	$211,024	26.03%
Excess (Deficit)	**($9,324,272)**	**$8,274,853**	**$99,392**	**$1,997,743**	**$6,277,110**	

Village of Western Springs - Cash and Investment Summary

Period Ended

May 31, 2026

Fund No.	Fund Name	Total Available	Cash: Illinois Funds/ Community Bank Republic Bank	Cash: Heartland/CBWS Bank	Investments: Police Pension	Investments: CD's	Investments: Fixed Income	Investments: IMET/Equity	Interest/Dividends/Gains: M-T-D	Interest/Dividends/Gains: Y-T-D
	General Fund									
100	General	$10,287,687	$6,007,736			$1,073,229		$3,206,723	$29,506	$130,863
	Special Revenue Funds									
210	Recreation	$1,632,188	$1,304,712					$327,476	$6,709	$27,888
370	Motor Fuel Tax	$1,796,049	$887,136			$908,913		$0	$5,385	$25,579
	Capital Project Funds									
375	Roadway Construction	$143,152	$143,152			$0		$0	$457	$1,903
310	Capital Improvement	$2,925,805	$1,377,869			$1,547,935			$7,651	$39,002
320	Public Benefit	$1,386,095	$784,718			$601,377		$0	$3,970	$18,434
360	CDB Parking	$32,377	$32,377						$101	$450
365	Referendum	$14,670,649	$14,670,649						$45,046	$239,947
380	ROW/Grant	$61,779	$61,779						$0	$0
390	TIF District - South	$1,122,371	$225,075	$897,296					$0	$0
395	TIF District - North	$846,535	($58,307)	$904,842					$0	$0
410	**Debt Service Fund**	$1,219,471	$1,219,471						$4,503	$13,399
	Enterprise Funds									
510/515/525	Water/Sewer/Storwater Operating	$6,305,342	$6,102,109					$203,233	$23,742	$106,561
520	Capital Maintenance	$1,244,149	$1,244,149							
535	American Rescue Plan	$0	$0							
590	Parking	$535,633	$535,636					($4)	$0	$0
	Total Operating	$44,209,282	$34,538,260	$1,802,138	$0	$4,131,454	$0	$3,737,429	$127,071	$604,026
	Trust & Agency Funds									
600	Drug Forfeiture	$68,858		$68,858					$0	$0
640	Special Purpose Reserve	$837,090	$346,803			$490,287			$1,096	$8,934
650	Impact Fees	$6,112	$6,112						$0	$0
660	Police Pension (Market Value)	$26,237,199	$184,960		$552,067		$0	$25,500,172	$852,814	$2,239,453
670	Firefighters Pension	$194,374	$8,316	$65,611		$120,446			$200	$1,018
690	Payroll	$81,746	$81,746						$195	$1,220
	Total Trust & Agency	$27,425,379	$627,937	$134,469	$552,067	$610,733	$0	$25,500,172	$854,305	$2,250,625
	Grand Total	**$71,634,660**	**$35,166,197**	**$1,936,607**	**$552,067**	**$4,742,188**	**$0**	**$29,237,601**	**$981,375**	**$2,854,651**

Illinois Funds Average Daily Yield

Month	This Year	Last Year	Month	This Year	Last Year
Jan	3.827%	4.556%	July	4.443%	4.443%
Feb	3.796%	4.504%	Aug	4.436%	4.436%
Mar	3.782%	4.436%	Sept	4.369%	4.369%
Apr	3.774%	4.434%	Oct	4.246%	4.246%
May	3.737%	4.415%	Nov	4.098%	4.098%
June	4.428%	4.428%	Dec	3.945%	3.945%

3 Mo Treas Auction as of 5/31/26
3.690%

Village of Western Springs - Summary of Monthly Expenditure Activity
Period Ended
May 31, 2026

Fund No.	Fund	Disbursements	Payroll	Total Disbursements
	General Fund			
100	General	$385,396.52	$472,577.16	$857,973.68
	Special Revenue Funds			
210	Recreation	$133,957.96	$34,526.41	$168,484.37
370	Motor Fuel Tax	6,811.62	0.00	6,811.62
		$140,769.58	$34,526.41	175,295.99
	Capital Project Funds			
310	Capital Improvement	$65,954.37	$0.00	$65,954.37
320	Public Benefit	812.50	0.00	812.50
350	Ridgewood	487.50	0.00	$487.50
360	CDB Parking	0.00	0.00	0.00
365	REF Fund	174,692.90	0.00	174,692.90
375	Roadway Construction	0.00	5,172.34	5,172.34
380	ROW/Grant Fund	0.00	0.00	$0.00
390	TIF District - South	162.50	0.00	162.50
395	TIF District - North	0.00	0.00	0.00
		$242,109.77	$5,172.34	$247,282.11
	Debt Service Fund			
410	Bond & Interest	$467,882.02	$0.00	$467,882.02
	Enterprise Funds			
	Waterworks & Sewerage			
510	Water Operating	$215,256.42	$67,961.54	$283,217.96
515	Sewer Operating	220,763.52	27,879.23	248,642.75
525	Stormwater Operating	143,913.93	0.00	143,913.93
		$579,933.87	$95,840.77	$675,774.64
	Other Enterprise Funds			
590	Parking	$2,527.96	$6,040.62	$3,051.14
		$2,527.96	$6,040.62	$3,051.14
	Trust & Agency Funds			
640	Special Purpose	$0.00	$0.00	$0.00
650	Impact Fee	0.00	0.00	0.00
660	Police Pension	0.00	212,329.97	212,329.97
670	Firefighters Pension	0.00	1,762.32	1,762.32
690	Payroll	213,328.68	0.00	213,328.68
		$213,328.68	$214,092.29	$427,420.97
	Total Disbursements	$2,031,948.40	$828,249.59	$2,854,680.55

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2026/5 TO 2026/5

ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
100			GENERAL FUND							
100 20215				SITE MANAGEMENT BONDS						
002770	FIRE SAFETY CONSULTA	25-10604AB	0	2026 5	INV	P	140.00	052226V	168799	PLAN REVIEW WO#1016
006712	KLEIN THORPE AND JE	2026-02	0	2026 5	INV	P	704.40	052226V	168806	LEGAL SVC 02/26
014160	VILLAGE OF WESTERN S	3900HARVEY-ADM	0	2026 5	INV	P	20.00	051526V	168777	3900 HARVEY #10221
014160	VILLAGE OF WESTERN S	4023HARVEY-ADM	0	2026 5	INV	P	102.20	051526V	168777	4023 HARVEY #10167
014160	VILLAGE OF WESTERN S	4057HAMPTON-ADM	0	2026 5	INV	P	85.50	051526V	168777	4057 HAMPTON #1631
014160	VILLAGE OF WESTERN S	4300HOWARD-ADM	0	2026 5	INV	P	1,877.96	052926V	168859	4300 HOWARD #10178
014160	VILLAGE OF WESTERN S	4636GILBERT-ADM	0	2026 5	INV	P	294.50	051526V	168777	4636 GILBERT #10117
014160	VILLAGE OF WESTERN S	4636GILBERT-ENG	0	2026 5	INV	P	1,550.00	051526V	168778	4636 GILBERT #10117
							3,930.16			
017168	DVORAK, MELINDA & WI	4300HOWARD	0	2026 5	INV	P	13,122.04	052926V	168840	4300 HOWARD #10178
019604	BROWNSTONE HOMES, LT	4023HARVEY	0	2026 5	INV	P	800.00	051526V	168724	4023 HARVEY #10136
019604	BROWNSTONE HOMES, LT	4023HARVEY-ADDITION	0	2026 5	INV	P	10,055.80	051526V	168724	4023 HARVEY #10167
							10,855.80			
019623	CANDIDO, JIN HE	4057HAMPTON	0	2026 5	INV	P	12,446.55	051526V	168727	4057 HAMPTON #1631
019636	DORNER JEFF/JULIE	3922ELLINGTON	0	2026 5	INV	P	2,000.00	051526V	168736	3922 ELLINGTON #101
019687	SIKORA, JAMES/MARCIA	3900HARVEY	0	2026 5	INV	P	1,980.00	051526V	168768	3900 HARVEY #10221
019848	MARINOV, DESSISLAVA	4636GILBERT	0	2026 5	INV	P	12,830.50	051526V	168751	4636 GILBERT #10117
				ACCOUNT TOTAL			58,009.45			
100 20293				DARTMOOR HOMES						
006712	KLEIN THORPE AND JE	2026-02	0	2026 5	INV	P	5,735.00	052226V	168806	LEGAL SVC 02/26
				ACCOUNT TOTAL			5,735.00			
100 20325				FOXFORD DEVELOPMENT						
006712	KLEIN THORPE AND JE	2026-02	0	2026 5	INV	P	260.00	052226V	168806	LEGAL SVC 02/26
				ACCOUNT TOTAL			260.00			
100 20437				LTHS CAFETERIA-CUP						
006712	KLEIN THORPE AND JE	2026-02	0	2026 5	INV	P	195.00	052226V	168806	LEGAL SVC 02/26
				ACCOUNT TOTAL			195.00			
100 20440				5600 WOLF ROAD						
006712	KLEIN THORPE AND JE	2026-02	0	2026 5	INV	P	2,333.00	052226V	168806	LEGAL SVC 02/26
				ACCOUNT TOTAL			2,333.00			

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2026/5 TO 2026/5

ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
100	20621						WASTE STICKERS			
007021	LAKESHORE RECYCLING	064830-2604	0	2026 5	INV	P	748.80	052926V	168847	180 WASTE STICKERS
							ACCOUNT TOTAL 748.80			
100	32202						MOTOR VEHICLE LICENSES			
000564	ZEILSTRA, DAVID	1092	0	2026 5	INV	P	50.00	050826V	168672	REFUND-VEH STICKER-
032202	VEHICLE REFUNDS	2257-2704-2705	0	2026 5	INV	P	150.00	050826V	168668	REFUND-VEH STICKERS
032202	VEHICLE REFUNDS	2751	0	2026 5	INV	P	5.00	050826V	168669	REFUND-SENIOR RATE
032202	VEHICLE REFUNDS	4580	0	2026 5	INV	P	45.00	052926V	168857	REFUND-MOVED TO CIT
032202	VEHICLE REFUNDS	T137	0	2026 5	INV	P	60.00	050826V	168667	REFUND-VEH STICKER-
							260.00			
							ACCOUNT TOTAL 310.00			
							ORG 100 TOTAL 67,591.25			
1101100				BOARD OF TRUSTEES						
1101100	50110						AUDIT			
012420	SIKICH LLP	202287	260040	2026 5	INV	P	18,710.00	050126V	168605	2025 ANNUAL AUDIT F
							ACCOUNT TOTAL 18,710.00			
1101100	50199						OTHER PROF TECH SERVICES			
001773	WHITFORD, DANIEL A	2604	0	2026 5	INV	P	200.00	050126V	168612	BOT MTG TAPING 4/13
001773	WHITFORD, DANIEL A	2605	0	2026 5	INV	P	200.00	052226V	168822	BOT MTG TAPING 5/11
							400.00			
							ACCOUNT TOTAL 400.00			
1101100	55035						SPECIAL EVENTS			
001673	BURRIS, KAREN	06-03-26	0	2026 5	INV	P	475.00	052926V	168829	ENTERTAINMENT FRENC
005924	IJUMPCHICAGO	000133	0	2026 5	INV	P	375.00	050826V	168644	BALANCE-BOUNCE HOUS
007810	MCCLURE, JESSICA	9259	0	2026 5	INV	P	403.00	050826V	168647	PRINCESS BELLE-FREN
013587	TRAVELING WORLD OF R	05-27-26	0	2026 5	INV	P	375.00	052226V	168817	FRENCH MARKET 05/27
							ACCOUNT TOTAL 1,628.00			
							ORG 1101100 TOTAL 20,738.00			
1201100				ADMINISTRATION-MANAGER'S OFC						
1201100	45500						EMPLOYEE RECOGNITION			
003730	FIFTH THIRD BANK	4136-043026	0	2026 5	DIR	P	36.56	052726W	488	STATEMENT CLOSING D
016046	CHAVEZ, DAISY	04/07-04/09/26	0	2026 5	INV	P	1,125.69	050126V	168574	RMB EXP-LGHN CONF M

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2026/5 TO 2026/5

ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
					ACCOUNT TOTAL		1,162.25			
1201100	50100			PROFESSIONAL SERVICES						
005690	ILCMA	7008	0	2026 5	INV	P	50.00	052926V	168845	JOB POSTING-MAINT J
008055	MGT IMPACT SOLUTIONS	MGT38086	0	2026 5	INV	P	897.15	050826V	168651	S PRZYBYLSKI W/E 04
					ACCOUNT TOTAL		947.15			
1201100	50199			OTHER PROF TECH SERVICES						
006266	ACCURATE BACKGROUND	AUR2421048	0	2026 5	INV	P	359.99	050826V	168616	EMPLOYMENT SCREENIN
					ACCOUNT TOTAL		359.99			
1201100	50400			TRAINING/CONFERENCES						
003730	FIFTH THIRD BANK	4136-043026	0	2026 5	DIR	P	450.00	052726W	488	STATEMENT CLOSING D
006036	PNC BANK	X0666-041326	0	2026 5	INV	P	45.00	050826V	168659	IAMMA CONF REG-J.IZ
006036	PNC BANK	X9531-032526	0	2026 5	INV	P	37.00	050826V	168659	CIVIC LDRSHP ACADEM
006036	PNC BANK	X9531-041526A	0	2026 5	INV	P	480.00	050826V	168659	LEGACY CONFERENCE-1
							562.00			
016178	IZZO, JILL	2026-SPRING MAR-MAY	0	2026 5	INV	P	1,599.96	052926V	168846	TUITION RMB-SPRING
					ACCOUNT TOTAL		2,611.96			
1201100	50500			MEMBERSHIPS/ASSOCIATIONS						
005463	ICMA RENEWAL	326296-2026	0	2026 5	INV	P	1,200.00	051526V	168745	ANL MEMBERSHP RNWL
005463	ICMA RENEWAL	664924-2026	0	2026 5	INV	P	946.29	052926V	168844	ICMA RENEWAL-C BIER
							2,146.29			
006036	PNC BANK	X9531-032026	0	2026 5	INV	P	175.00	050826V	168659	LGHN MEMBERSHIP-D.
008421	MUNICIPAL CLERKS OF	05-07-26	0	2026 5	INV	P	30.00	051526V	168758	DINNER MEETING 5/7/
					ACCOUNT TOTAL		2,351.29			
1201100	50600			ADVERTISING/PUBLICATIONS						
004645	SUN TIMES MEDIA	I15872-040926	0	2026 5	INV	P	100.00	052226V	168815	LEGAL NTC-INFASTRCT
004645	SUN TIMES MEDIA	I16164-042126	0	2026 5	INV	P	483.00	052226V	168815	LEGAL NTC-LSLR PHAS
							583.00			
					ACCOUNT TOTAL		583.00			
1201100	50700			EXP REIMBURSE/MTGS EXPENSE						
006036	PNC BANK	X0666-033126	0	2026 5	INV	P	35.85	050826V	168659	WCCA TRAINING-KIRSC
					ACCOUNT TOTAL		35.85			

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2026/5 TO 2026/5

ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
1201100	51800				PHYSICAL EXAMS					
011129	PREMIER OCCUPATIONAL	181686	0	2026	5	INV	P	170.00	050126V	168603 PREEMPLOYMENT-M. AP
011132	PREMIER OCCU HLTH MW	182305	0	2026	5	INV	P	715.00	051526V	168765 PREEMPLOYMENT-REC S
					ACCOUNT TOTAL			885.00		
1201100	55100				SUPPLIES					
006036	PNC BANK	X9531-033026	0	2026	5	INV	P	15.00	050826V	168659 COMMISSIONER NAME P
					ACCOUNT TOTAL			15.00		
					ORG 1201100 TOTAL			8,951.49		
1202100			LEGAL							
1202100	50210				VILLAGE ATTORNEY					
006712	KLEIN THORPE AND JE	2026-02	0	2026	5	INV	P	12,708.50	052226V	168806 LEGAL SVC 02/26
					ACCOUNT TOTAL			12,708.50		
1202100	50220				VILLAGE PROSECUTOR					
002143	CHOMIAK, MICHAEL P	2026-04	260048	2026	5	INV	P	1,200.00	051526V	168730 VILLAGE PROSECUTOR
					ACCOUNT TOTAL			1,200.00		
1202100	50260				LABOR RELATIONS					
004498	CLARK BAIRD SMITH LL	3858-2026	0	2026	5	INV	P	2,502.50	051526V	168731 LABOR RELATIONS 04.
006712	KLEIN THORPE AND JE	2026-02	0	2026	5	INV	P	65.00	052226V	168806 LEGAL SVC 02/26
					ACCOUNT TOTAL			2,567.50		
					ORG 1202100 TOTAL			16,476.00		
1203100			MANAGEMENT SERVICES							
1203100	50339				MAPPING SERVICES					
002242	CLOUDPOINT GEOGRAPHI	INV-06855	260006	2026	5	INV	P	1,400.00	050126V	168577 GIS SERVICES
					ACCOUNT TOTAL			1,400.00		
1203100	51900				EQUIP MNT AGREEMENTS					
013560	TOTAL TECHNOLOGY SOL	INV117656	0	2026	5	INV	P	1,941.95	050126V	168607 MONTHLY CONTRACT
013560	TOTAL TECHNOLOGY SOL	INV118836	0	2026	5	INV	P	1,941.95	052926V	168855 MONTHLY CONTRACT
								3,883.90		
014385	WELLS FARGO VENDOR F	5038642597	260020	2026	5	INV	P	3,001.36	051526V	168782 COPIERS AND PRINTER
					ACCOUNT TOTAL			6,885.26		
1203100	51921				TELEPHONE SERVICE					
000668	VERIZON WIRELESS	6140966010	0	2026	5	INV	P	176.22	050126V	168610 WIRELESS

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ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
006322	INTERMEDIA.NET, INC	2605076411	0	2026 5	INV	P	2,730.53	050826V	168645	PHONE SVC 04/02-05/
007997	METRO FIBERNET, LLC	1486146-2605	0	2026 5	INV	P	92.95	051526V	168755	INTERNET-SCHRAMM
				ACCOUNT TOTAL			2,999.70			
1203100 55102				DATA PROCESSING SUPPLIES						
006036	PNC BANK	X9531-033126	0	2026 5	INV	P	34.65	050826V	168659	DOOR CARDS-AMAZON
006036	PNC BANK	X9531-040826	0	2026 5	INV	P	475.28	050826V	168659	NETWORK SWITCHES-AM
006036	PNC BANK	X9531-041426	0	2026 5	INV	P	129.99	050826V	168659	IPAD CASE-AMAZON
							639.92			
				ACCOUNT TOTAL			639.92			
1203100 55123				SOFTWARE						
001045	BDO USA LLP	500244296	0	2026 5	INV	P	6,596.22	050826V	168624	MICROSOFT M365 LICE
001045	BDO USA LLP	500257098	0	2026 5	INV	P	380.00	051526V	168720	ARUBA CENTRAL FNDTN
001045	BDO USA LLP	500265990	0	2026 5	INV	P	6,596.22	052926V	168828	MICROSOFT M365 LICE
001045	BDO USA LLP	500268521	0	2026 5	INV	P	9,594.00	052926V	168828	FIREWALL SUPPORT/MA
							23,166.44			
001308	BLUEBEAM INC	2808122	0	2026 5	INV	P	3,680.00	050126V	168570	PLAN REVIEW SUBSCRI
002616	CIVICPLUS	371866	0	2026 5	INV	P	8,047.97	052926V	168832	AGENDA & MTG MGMT S
006036	PNC BANK	X9531-032326B	0	2026 5	INV	P	865.99	050826V	168659	SIGN CUTTER SOFTWAR
012599	ESRI INC	900237881	260117	2026 5	INV	P	12,600.00	050826V	168635	SOFTWARE SUBSCRIPTI
012667	SOUTHRN COMPUTER WRH	INV00868607	0	2026 5	INV	P	1,045.41	051526V	168769	FOXIT LICENSES
				ACCOUNT TOTAL			49,405.81			
				ORG 1203100 TOTAL			61,330.69			
1204100			COMMUNICATIONS							
1204100 51200				PRINTED MATERIALS						
000441	ALPHAGRAPHICS	127273	0	2026 5	INV	P	454.00	050826V	168619	SECURITY ENVELOPES
				ACCOUNT TOTAL			454.00			
1204100 51922				INTERNET SERVICES/HOSTING						
000152	COMCAST	0005794-2604	260001	2026 5	INV	P	15.96	050126V	168578	8771-20-187-0005794
000152	COMCAST	0005794-2605	260001	2026 5	INV	P	15.96	052926V	168833	8771-20-187-0005794
000152	COMCAST	270459238	260001	2026 5	INV	P	1,304.10	051526V	168733	INTERNET SERVICES
							1,336.02			
007450	LYONS TOWNSHIP HIGH	2026-05	260015	2026 5	INV	P	2,000.00	050826V	168646	INTERNET SERVICES

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ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
				ACCOUNT TOTAL			3,336.02			
1204100 55101				OFFICE SUPPLIES						
005136	GARVEY'S OFFICE PROD	WO-934756-1	260013	2026 5	INV	P	58.07	051526V	168743	OFFICE SUPPLIES
005136	GARVEY'S OFFICE PROD	WO-934756-2	260013	2026 5	INV	P	11.12	052926V	168842	OFFICE SUPPLIES
005136	GARVEY'S OFFICE PROD	WO-939762-1	260013	2026 5	INV	P	47.79	052226V	168801	OFFICE SUPPLIES
							116.98			
				ACCOUNT TOTAL			116.98			
1204100 55104				COPY MACHINE SUPPLIES						
005136	GARVEY'S OFFICE PROD	WO-947406-1	260014	2026 5	INV	P	73.12	052926V	168842	COPY PAPER
				ACCOUNT TOTAL			73.12			
1204100 55124				COFFEE SUPPLIES						
003700	FELCO VENDING INC	0332	260010	2026 5	INV	P	245.25	052226V	168798	COFFEE SUPPLIES
				ACCOUNT TOTAL			245.25			
				ORG 1204100 TOTAL			4,225.37			
2101100				ADMINISTRATION-FINANCE						
2101100 50199				OTHER PROF TECH SERVICES						
006507	AMERIFLEX CLAIMS	INV978813	260038	2026 5	INV	P	345.60	051526V	168715	AMERIFLEX FEES
				ACCOUNT TOTAL			345.60			
2101100 50400				TRAINING/CONFERENCES						
006036	PNC BANK	X9531-041526A	0	2026 5	INV	P	240.00	050826V	168659	LEGACY CONFERENCE-1
				ACCOUNT TOTAL			240.00			
2101100 52715				CREDIT CARD FEES						
003730	FIFTH THIRD BANK	4136-043026	0	2026 5	DIR	P	2.30	052726W	488	STATEMENT CLOSING D
				ACCOUNT TOTAL			2.30			
2101100 52750				RECORDS MANAGEMENT						
009665	IRON MOUNTAIN INCORP	LHGT090	0	2026 5	INV	P	243.97	051526V	168747	OFFSITE STORAGE 05.
				ACCOUNT TOTAL			243.97			
2101100 55100				SUPPLIES						
001427	ACCURATE DOCUMENT	16417517T095	0	2026 5	INV	P	188.07	050826V	168617	DOCUMENT PICKUP/DES
				ACCOUNT TOTAL			188.07			
				ORG 2101100 TOTAL			1,019.94			

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ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
3101100			ADMINISTRATION-LAW ENFORCEMENT							
3101100	45450		UNIFORM ALLOWANCE							
003842	CHURCH, KINGSLEY	04-26-26	0	2026 5	INV	P	56.97	050126V	168576	RMB EXP-UNIFORM-POL
009250	O'HERRON, RAY CO INC	2475678	260125	2026 5	INV	P	40.49	052926V	168850	ANDERSEN NEW OFCR U
009250	O'HERRON, RAY CO INC	2475840	260126	2026 5	INV	P	17.69	052926V	168850	ANDERSEN NEW OFCR U
							58.18			
016007	ANDERSEN, MICHAEL	03-07-26	0	2026 5	INV	P	281.14	051526V	168716	RMB EXP-VEST CARRIE
				ACCOUNT TOTAL			396.29			
3101100	50100		PROFESSIONAL SERVICES							
009405	PAVLU, DANA	1073	0	2026 5	INV	P	750.00	050126V	168602	4/9/26 & 4/16/26 OU
009405	PAVLU, DANA	1074	0	2026 5	INV	P	750.00	050826V	168656	4/23/26 & 4/30/26 O
009405	PAVLU, DANA	1075	0	2026 5	INV	P	750.00	052926V	168852	5/7/26 & 5/14/26 OU
							2,250.00			
				ACCOUNT TOTAL			2,250.00			
3101100	50199		OTHER PROF TECH SERVICES							
008441	MUNICIPAL SYSTEMS LL	2026-04-116	260081	2026 5	INV	P	1,500.00	051526V	168759	MOS MOVE
				ACCOUNT TOTAL			1,500.00			
3101100	50400		TRAINING/CONFERENCES							
002320	COLLEGE OF DUPAGE	18270	260113	2026 5	INV	P	5,490.60	051526V	168732	ANDERSEN POLICE ACA
003730	FIFTH THIRD BANK	4136-043026	0	2026 5	DIR	P	855.13	052726W	488	STATEMENT CLOSING D
016120	GISMONDI, VINCENT	4/19-4/24/26	0	2026 5	INV	P	403.73	052926V	168843	RMB EXP-NIPAS LESS
				ACCOUNT TOTAL			6,749.46			
3101100	50500		MEMBERSHIPS/ASSOCIATIONS							
006291	VELAN SOLUTIONS LLC	1197	260124	2026 5	INV	P	528.00	052926V	168858	WE NEVER WALK ALONE
				ACCOUNT TOTAL			528.00			
3101100	50700		EXP REIMBURSE/MTGS EXPENSE							
016108	FREEMAN, MEGAN	05-13-26	0	2026 5	INV	P	60.61	051526V	168741	RMB EXP-DONUTS DEPT
				ACCOUNT TOTAL			60.61			
3101100	52750		RECORDS MANAGEMENT							
009665	IRON MOUNTAIN INCORP	LHGT090	0	2026 5	INV	P	72.87	051526V	168747	OFFSITE STORAGE 05.
				ACCOUNT TOTAL			72.87			

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ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
3101100	55040				PUBLIC EDUCATION					
003730	FIFTH THIRD BANK	4136-043026	0	2026 5	DIR	P	100.00	052726W	488	STATEMENT CLOSING D
				ACCOUNT TOTAL			100.00			
3101100	55100				SUPPLIES					
001427	ACCURATE DOCUMENT	16417517T095	0	2026 5	INV	P	188.07	050826V	168617	DOCUMENT PICKUP/DES
				ACCOUNT TOTAL			188.07			
3101100	55106				SPECIAL FORMS					
000658	ARTISTIC ENGRAVING	27574	260111	2026 5	INV	P	72.00	051526V	168718	MCCLINTOCK PLAQUE
009274	ONE STEP, INC	N243773	260130	2026 5	INV	P	425.65	052926V	168851	PD ANNUAL REPORT
				ACCOUNT TOTAL			497.65			
3101100	55150				NON-CAPITAL EQUIPMENT					
000441	ALPHAGRAPHICS	127342	0	2026 5	INV	P	59.30	051526V	168714	BUSINESS CARDS-COMM
006036	PNC BANK	X9531-032326	0	2026 5	INV	P	59.99	050826V	168659	GARAGE TOOL ORGANIZ
006036	PNC BANK	X9531-032326A	0	2026 5	INV	P	31.98	050826V	168659	PARKING PERMIT PLAC
006036	PNC BANK	X9531-041326A	0	2026 5	INV	P	29.99	050826V	168659	RECORDER-ADJUDICATI
							121.96			
014776	WIDAMAN SIGN CORP	1547	260127	2026 5	INV	P	200.00	052926V	168862	DODGE CHARGER GRAPH
				ACCOUNT TOTAL			381.26			
				ORG 3101100 TOTAL			12,724.21			
3103100			CRIMINAL INVESTIGATION							
3103100	59911				MAJOR CASE EXPENSE					
017834	TRANSUNION RISK &	5891731-202604-1	260128	2026 5	INV	P	145.00	052926V	168856	TRANSUNION APRIL 20
				ACCOUNT TOTAL			145.00			
				ORG 3103100 TOTAL			145.00			
3105100			COMMUNICATION/INFO MGMT							
3105100	51900				EQUIP MNT AGREEMENTS					
000668	VERIZON WIRELESS	6140966010	0	2026 5	INV	P	436.93	050126V	168610	WIRELESS
				ACCOUNT TOTAL			436.93			
				ORG 3105100 TOTAL			436.93			
4101100			MUNICIPAL SERVICES ADMIN							
4101100	45475				UNIFORM RENTAL					
016035	BOSMAN, JUSTIN	2026-BOOTS	0	2026 5	INV	P	150.00	051526V	168722	RMB EXP-2026 BOOTS

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ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
					ACCOUNT TOTAL		150.00			
4101100 50400				TRAINING/CONFERENCES						
003730	FIFTH THIRD BANK	4136-043026	0	2026 5	DIR	P	130.00	052726W	488	STATEMENT CLOSING D
006036	PNC BANK	X9531-041526A	0	2026 5	INV	P	120.00	050826V	168659	LEGACY CONFERENCE-1
016357	PUGA, DIANA	04/06-04/10/26	0	2026 5	INV	P	270.20	050826V	168660	RMB EXP-LGHN CONF M
					ACCOUNT TOTAL		520.20			
4101100 51200				PRINTED MATERIALS						
012390	SIDWELL COMPANY	SIDXT0009438	0	2026 5	INV	P	100.00	052226V	168813	NEW PAGES FOR COOK
					ACCOUNT TOTAL		100.00			
4101100 55010				BOOKS/SUBSCRIP/PUBLICATIONS						
001427	ACCURATE DOCUMENT	16417517T095	0	2026 5	INV	P	188.06	050826V	168617	DOCUMENT PICKUP/DES
					ACCOUNT TOTAL		188.06			
4101100 55100				SUPPLIES						
006700	KIRSCHBAUMS BAKERY	05-16-26	0	2026 5	INV	P	35.76	052226V	168805	TOUCH-A-TRUCK-DONUT
					ACCOUNT TOTAL		35.76			
				ORG 4101100	TOTAL		994.02			
4102100			R-O-W MAINTENANCE							
4102100 50400				TRAINING/CONFERENCES						
003730	FIFTH THIRD BANK	4136-043026	0	2026 5	DIR	P	1,752.52	052726W	488	STATEMENT CLOSING D
016066	DERENGOWSKI, RONALD	04/26-05/01/26	0	2026 5	INV	P	96.87	052926V	168838	RMB EXP-IPSI CONF-M
016382	RODRIGUEZ, UBALDO	04/26-05/01/26	0	2026 5	INV	P	54.32	052926V	168853	RMB EXP-IPSI CONF-M
					ACCOUNT TOTAL		1,903.71			
4102100 53070				TRAFFIC SIGNAL MAINTENANCE						
002560	COOK CO TREAS - ELEC	2026-1	0	2026 5	INV	P	2,423.52	050826V	168633	TRAFFIC SGNL MAINT-
009670	PINNER ELECTRIC INC	20330	0	2026 5	INV	P	225.00	050826V	168657	47TH & CENTRAL MAIN
					ACCOUNT TOTAL		2,648.52			
4102100 53100				DISPOSAL SERVICES						
006219	HEIDELBERG MATERIALS	44766717	260104	2026 5	INV	P	8,832.00	051526V	168744	PW SPOILS
006219	HEIDELBERG MATERIALS	44770500	260104	2026 5	INV	P	294.40	051526V	168744	PW SPOILS
							9,126.40			
006371	J&A CARTAGE INC	82526	0	2026 5	INV	P	1,400.00	050126V	168593	CONCRETE DUMPS

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ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
007021	LAKESHORE RECYCLING	LR6726791	0	2026 5	INV	P	1,000.00	050126V	168595	LEAF DISPOSAL
007021	LAKESHORE RECYCLING	PS704291	260059	2026 5	INV	P	7,468.13	051526V	168748	STREET SWEEPING
							8,468.13			
				ACCOUNT TOTAL			18,994.53			
4102100	53210			ELECTRICITY						
002371	COMMONWEALTH EDISON	0033061222-2604	0	2026 5	INV	P	100.19	050826V	168631	0033061222 3/20-4/2
002371	COMMONWEALTH EDISON	1644374000-2603	0	2026 5	INV	P	257.41	050126V	168579	1644374000 02/24-03
002371	COMMONWEALTH EDISON	1644374000-2604	0	2026 5	INV	P	486.37	050826V	168631	1644374000 03/19-04
002371	COMMONWEALTH EDISON	2756495000-2603	0	2026 5	INV	P	56.73	050126V	168579	2756495000 2/24-3/1
002371	COMMONWEALTH EDISON	2756495000-2604	0	2026 5	INV	P	80.96	050826V	168631	2756495000 3/19-4/2
002371	COMMONWEALTH EDISON	3027473111-2604	0	2026 5	INV	P	82.15	050826V	168631	COMED#3027473111 03
002371	COMMONWEALTH EDISON	3940462222-2604	0	2026 5	INV	P	31.45	050826V	168631	3940462222 3/19-4/2
002371	COMMONWEALTH EDISON	4402932000-2604	0	2026 5	INV	P	3,634.63	050826V	168631	4402932000 03/17-04
002371	COMMONWEALTH EDISON	5415391222-2604	0	2026 5	INV	P	44.56	050826V	168631	5415391222 3/20-4/2
002371	COMMONWEALTH EDISON	6108147000-2604	0	2026 5	INV	P	45.31	050826V	168631	6108147000 3/20-4/2
002371	COMMONWEALTH EDISON	6616939000-2604	0	2026 5	INV	P	83.11	050826V	168631	6616939000 03/19-04
002371	COMMONWEALTH EDISON	6958527000-2604	0	2026 5	INV	P	41.56	050826V	168631	6958527000 3/20-4/2
002371	COMMONWEALTH EDISON	8142624000-2604	0	2026 5	INV	P	12.05	050826V	168631	8142624000 3/19-4/2
							4,956.48			
				ACCOUNT TOTAL			4,956.48			
4102100	55100			SUPPLIES						
004540	GRAINGER	9864181749	0	2026 5	INV	P	60.02	050126V	168586	HINGE/LENS WIPES/ME
007945	MENARDS	80447	0	2026 5	INV	P	35.44	052226V	168809	DRY ERASE BD/STR SE
007945	MENARDS	81111	0	2026 5	INV	P	33.96	052226V	168809	MAGNETIC TRAY/PLIER
							69.40			
014130	VILLAGE TRUE VALUE H	268285	0	2026 5	INV	P	26.97	051526V	168779	BRUSH/DEGREASER
014130	VILLAGE TRUE VALUE H	268434	0	2026 5	INV	P	11.69	051526V	168779	PIC STRIPS
014130	VILLAGE TRUE VALUE H	268445	0	2026 5	INV	P	26.95	051526V	168779	FLAP DISC/SPONGES
014130	VILLAGE TRUE VALUE H	268449	0	2026 5	INV	P	5.39	051526V	168779	SAND
							71.00			
026011	KARA CO.INC	398065	0	2026 5	INV	P	545.16	050126V	168594	GREEN/BLUE MARKING
026011	KARA CO.INC	398066	0	2026 5	INV	P	256.68	050126V	168594	SURVEY MARKING PAIN
							801.84			
				ACCOUNT TOTAL			1,002.26			
4102100	55114			PAINT						
005196	HOME DEPOT	7612972	0	2026 5	INV	P	173.96	050126V	168589	PAINT SPLS

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ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
					ACCOUNT TOTAL		173.96			
4102100	55115			SALT						
008222	MORTON SALT INC	5404161465A	0	2026	5	INV P	399.00	050826V	168652	ROADWAY SALT
					ACCOUNT TOTAL		399.00			
4102100	55151			TOOLS						
005196	HOME DEPOT	2521361	0	2026	5	INV P	125.64	050126V	168589	TRUFUEL
007945	MENARDS	80076	0	2026	5	CRM P	-9.97	050126V	168597	RETURN- DRILLBIT
007945	MENARDS	80077	0	2026	5	CRM P	-18.98	050126V	168597	RETURN-HEX HEAD
007945	MENARDS	80080	0	2026	5	INV P	214.17	050126V	168597	COFFEE/BENCH/SHOP S
007945	MENARDS	80467	0	2026	5	INV P	65.07	050826V	168648	STORAGE BAGS/CAULK/
007945	MENARDS	80732	0	2026	5	INV P	35.70	050826V	168648	TOOLS/FLOOD LIGHTS/
007945	MENARDS	81208	0	2026	5	INV P	26.83	051526V	168753	TOOLS/CROSSBAR/LIGH
							312.82			
014130	VILLAGE TRUE VALUE H	268325	0	2026	5	INV P	26.02	051526V	168779	ROW TOOLS
					ACCOUNT TOTAL		464.48			
4102100	55153			SAFETY EQUIPMENT						
003689	FEDERAL SIGNAL CORP	P10529	0	2026	5	INV P	1,515.21	052226V	168797	DEBRIS HOSE VACTOR
003923	FULLIFE SAFETY LLC	73383	0	2026	5	INV P	351.10	051526V	168742	BIBS/BOOTS/GLOVES
006036	PNC BANK	X9531-032726A	0	2026	5	INV P	352.46	050826V	168659	2WAY RADIOS/RECHRGA
009367	PACIFIC SHORING	046295	0	2026	5	INV P	413.40	050126V	168601	DURO BLACK NEOPRENE
011882	RUSSO POWER EQUIPMEN	SPI21520101	0	2026	5	INV P	187.98	050126V	168604	CHAPS/FULL WITH ZIP
					ACCOUNT TOTAL		2,820.15			
4102100	55155			LIGHT BULBS/PARTS						
006036	PNC BANK	X9531-032726	0	2026	5	INV P	33.23	050826V	168659	RECHARGEABLE LUMENS
					ACCOUNT TOTAL		33.23			
4102100	55156			STREET SIGNS/POSTS						
013566	TRAFFIC CONTROL & PR	20202	260107	2026	5	INV P	3,139.15	051526V	168775	SIGNAGE POSTS BASES
					ACCOUNT TOTAL		3,139.15			
					ORG 4102100 TOTAL		36,535.47			
4103100				VEHICLE/EQUIPMENT MAINTENANCE						
4103100	51940			RADIO SERVICES						
000668	VERIZON WIRELESS	6140966010	0	2026	5	INV P	152.81	050126V	168610	WIRELESS

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ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
				ACCOUNT TOTAL			152.81			
4103100	53410			GASOLINE						
008190	MOHR OIL COMPANY	463112	0	2026 5	INV	P	1,650.59	050126V	168599	DIESEL FUEL
008190	MOHR OIL COMPANY	463114	0	2026 5	INV	P	2,486.83	050126V	168599	ETHANOL
008190	MOHR OIL COMPANY	464236	0	2026 5	INV	P	2,937.39	051526V	168757	DIESEL FUEL
008190	MOHR OIL COMPANY	464237	0	2026 5	INV	P	3,906.71	051526V	168757	ETHANOL
							10,981.52			
				ACCOUNT TOTAL			10,981.52			
4103100	55202			LAW ENFORCEMENT						
004100	FULLER'S CAR WASH	11272	0	2026 5	INV	P	63.00	050126V	168585	03/26 CAR WASHES
004100	FULLER'S CAR WASH	11297	0	2026 5	INV	P	63.00	050826V	168638	04/26 CAR WASHES
							126.00			
004185	FORT DEARBORN ENT	217486	0	2026 5	INV	P	124.32	050126V	168584	CABLES/DRILLS/SCREW
004185	FORT DEARBORN ENT	217486-01	0	2026 5	INV	P	65.40	050826V	168637	CABLES/SCREWS/WASHE
							189.72			
005393	O'REILLY AUTO PARTS	4342-292361	0	2026 5	INV	P	338.01	050826V	168655	BRAKE PADS #334
005393	O'REILLY AUTO PARTS	4342-293231	0	2026 5	INV	P	290.92	052226V	168811	SPARK PLUGS/COILS/G
005393	O'REILLY AUTO PARTS	4342-293666	0	2026 5	INV	P	83.93	052226V	168811	WIPER BLADES #333/S
							712.86			
014794	WILLOWBROOK FORD INC	6464478/2	0	2026 5	INV	P	565.20	052226V	168823	BATTERY REPAIR #339
				ACCOUNT TOTAL			1,593.78			
4103100	55203			FIRE/EMGY MEDICAL SERVICES						
001979	CHANDLER SERVICES, I	31274	260112	2026 5	INV	P	16,648.50	052226V	168794	BODYWORK REPAIRS FO
003730	FIFTH THIRD BANK	4136-043026	0	2026 5	DIR	P	189.95	052726W	488	STATEMENT CLOSING D
004100	FULLER'S CAR WASH	11272	0	2026 5	INV	P	35.00	050126V	168585	03/26 CAR WASHES
004100	FULLER'S CAR WASH	11297	0	2026 5	INV	P	35.00	050826V	168638	04/26 CAR WASHES
							70.00			
004185	FORT DEARBORN ENT	217486	0	2026 5	INV	P	124.32	050126V	168584	CABLES/DRILLS/SCREW
004185	FORT DEARBORN ENT	217486-01	0	2026 5	INV	P	65.40	050826V	168637	CABLES/SCREWS/WASHE
							189.72			
005689	METRO GARAGE INC	58576	0	2026 5	INV	P	40.00	051526V	168756	#1715 SAFETY INSPEC
005689	METRO GARAGE INC	58578	0	2026 5	INV	P	40.00	051526V	168756	#1714 SAFETY INSPEC
							80.00			

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ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
006036	PNC BANK	X9531-032926A	0	2026 5	INV	P	32.14	050826V	168659	FD CAR POWER FILTER
008071	FLEETPRIDE INC	133584759	0	2026 5	INV	P	4.78	050126V	168583	AIR LINE FITTINGS #
				ACCOUNT TOTAL			17,215.09			
4103100 55204				PUBLIC WORKS						
000439	AMERICAN TIRE DISTRI	S215725275	0	2026 5	INV	P	561.36	052226V	168791	TIRES #4
000439	AMERICAN TIRE DISTRI	S215969815	0	2026 5	INV	P	561.36	052226V	168791	TIRES #30
							1,122.72			
000450	ALTA ENTERPRISES, LL	SP4/123181	0	2026 5	INV	P	645.76	050126V	168567	HYDRO MODULE/FILTER
003689	FEDERAL SIGNAL CORP	P10525	0	2026 5	INV	P	522.78	052226V	168797	GASKET/FLANGE/HOSE
004185	FORT DEARBORN ENT	217486	0	2026 5	INV	P	124.32	050126V	168584	CABLES/DRILLS/SCREW
004185	FORT DEARBORN ENT	217486-01	0	2026 5	INV	P	65.40	050826V	168637	CABLES/SCREWS/WASHE
							189.72			
005393	O'REILLY AUTO PARTS	4342-288339	0	2026 5	INV	P	372.98	052226V	168811	OIL DRAIN/SPLASH PA
005393	O'REILLY AUTO PARTS	4342-291465	0	2026 5	INV	P	192.07	052226V	168811	SHOP SLPS
005393	O'REILLY AUTO PARTS	4342-292485	0	2026 5	INV	P	17.99	050826V	168655	SHOP TOWELS
005393	O'REILLY AUTO PARTS	4342-294010	0	2026 5	INV	P	580.00	052226V	168811	INTERCOOLER #33
005393	O'REILLY AUTO PARTS	4342-294314	0	2026 5	INV	P	492.00	052226V	168811	SPARK PLUGS/COILS #
							1,655.04			
005689	METRO GARAGE INC	58541	0	2026 5	INV	P	59.50	051526V	168756	#13 SAFETY INSPECTI
005689	METRO GARAGE INC	58543	0	2026 5	INV	P	59.50	051526V	168756	#18 SAFETY INSPECTI
005689	METRO GARAGE INC	58546	0	2026 5	INV	P	59.50	051526V	168756	#22 SAFETY INSPECTI
005689	METRO GARAGE INC	58547	0	2026 5	INV	P	59.50	051526V	168756	#17 SAFETY INSPECTI
005689	METRO GARAGE INC	58552	0	2026 5	INV	P	59.50	051526V	168756	#20 SAFETY INSPECTI
005689	METRO GARAGE INC	58557	0	2026 5	INV	P	40.00	051526V	168756	#21 SAFETY INSPECTI
005689	METRO GARAGE INC	58559	0	2026 5	INV	P	59.50	051526V	168756	#12 SAFETY INSPECTI
005689	METRO GARAGE INC	58581	0	2026 5	INV	P	40.00	051526V	168756	#33 SAFETY INSPECTI
005689	METRO GARAGE INC	58592	0	2026 5	INV	P	40.00	051526V	168756	#8 SAFETY INSPECTIO
							477.00			
				ACCOUNT TOTAL			4,613.02			
4103100 55205				GENERAL						
006036	PNC BANK	X9531-040226	0	2026 5	INV	P	7.99	050826V	168659	USB CABLE-AMAZON
006036	PNC BANK	X9531-041326	0	2026 5	INV	P	40.00	050826V	168659	IPASS REPLENISHMENT
							47.99			
011230	AIRGAS	5523539404	0	2026 5	INV	P	75.23	050126V	168566	CYLINDERS RENTAL LA
011230	AIRGAS	5524175148	0	2026 5	INV	P	73.65	052226V	168790	CYLINDERS RENTAL LA

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ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
011230	AIRGAS	5524679956	0	2026 5	INV	P	789.95	051526V	168712	LEASE-CYLINDERS LAR
							938.83			
				ACCOUNT TOTAL			986.82			
				ORG 4103100 TOTAL			35,543.04			
4104100			PROPERTIES							
4104100	51900			EQUIP MNT AGREEMENTS						
006026	CENTRAL STATES AUTOM	39884	260089	2026 5	INV	P	170.00	050826V	168629	ANNUAL FIRE SPRINKL
006026	CENTRAL STATES AUTOM	39885	260089	2026 5	INV	P	170.00	050826V	168629	ANNUAL FIRE SPRINKL
006026	CENTRAL STATES AUTOM	39886	260089	2026 5	INV	P	170.00	050826V	168629	ANNUAL FIRE SPRINKL
006026	CENTRAL STATES AUTOM	39888	260089	2026 5	INV	P	170.00	050826V	168629	ANNUAL FIRE SPRINKL
006026	CENTRAL STATES AUTOM	39889	260089	2026 5	INV	P	170.00	050826V	168629	ANNUAL FIRE SPRINKL
006026	CENTRAL STATES AUTOM	39890	260089	2026 5	INV	P	170.00	050826V	168629	ANNUAL FIRE SPRINKL
006026	CENTRAL STATES AUTOM	39891	260089	2026 5	INV	P	170.00	050826V	168629	ANNUAL FIRE SPRINKL
							1,190.00			
				ACCOUNT TOTAL			1,190.00			
4104100	52010			INTERIOR MAINTENANCE						
001909	CASE LOTS INC	30618	0	2026 5	INV	P	241.88	050826V	168627	HAND SOAP/KLEENEX
001909	CASE LOTS INC	7792	0	2026 5	INV	P	587.00	050826V	168627	TOWELS/TOILET TISSU
							828.88			
005140	FOSTER & SON FIRE	63058	0	2026 5	INV	P	294.50	052226V	168800	FIRE INSPCTN VL/PD/
013098	SW CLEANING SERVICE	26-04-184	260119	2026 5	INV	P	4,226.00	050826V	168665	JANITORIAL BUILDING
				ACCOUNT TOTAL			5,349.38			
4104100	52240			DPW GARAGE ARCH MNT						
005140	FOSTER & SON FIRE	63057	0	2026 5	INV	P	303.00	052226V	168800	FIRE INSPCTN PW GAR
				ACCOUNT TOTAL			303.00			
4104100	53200			UTILITIES						
009130	NICOR GAS	18456686007-2604	0	2026 5	INV	P	341.14	051526V	168761	18456686007 03/18-0
				ACCOUNT TOTAL			341.14			
4104100	55121			FLAGS						
004054	CARROT-TOP INDUS	INV147675	260078	2026 5	INV	P	4,369.39	051526V	168728	FLAG POLES AND FLAG
004225	GENCAR INC	35542	0	2026 5	INV	P	59.00	050826V	168639	PW FIRST RESPONDER
004225	GENCAR INC	35543	0	2026 5	INV	P	118.00	050826V	168639	PW FIRST RESPONDER
004225	GENCAR INC	36077	0	2026 5	INV	P	90.00	050826V	168639	US AMERICAN FLAGS
004225	GENCAR INC	36078	0	2026 5	INV	P	705.00	050826V	168639	FLAG POLE HOLDER

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ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
							972.00			
				ACCOUNT TOTAL			5,341.39			
4104100	55301			VILLAGE HALL						
000475	ANDERSON PEST SOLUTI	96491369	0	2026 5	INV	P	121.86	051526V	168717	COMMERCIAL PEST MGM
004540	GRAINGER	9869279274	0	2026 5	INV	P	179.20	050126V	168586	BATTERY/ELECTRICAL
007945	MENARDS	80467	0	2026 5	INV	P	16.56	050826V	168648	STORAGE BAGS/CAULK/
007945	MENARDS	80732	0	2026 5	INV	P	16.57	050826V	168648	TOOLS/FLOOD LIGHTS/
007945	MENARDS	81196	0	2026 5	CRM	P	-9.99	050826V	168648	RETURN-3/4"X6' HLF
007945	MENARDS	81208	0	2026 5	INV	P	188.53	051526V	168753	TOOLS/CROSSBAR/LIGH
							211.67			
013080	SUBURBAN DOOR CHECK	IN591074	0	2026 5	INV	P	11.45	050826V	168664	KEYS FOR PD
013080	SUBURBAN DOOR CHECK	IN591075	0	2026 5	INV	P	150.00	050826V	168664	KEYS FOR PD
							161.45			
				ACCOUNT TOTAL			674.18			
4104100	55302			FIRE BUILDING						
004540	GRAINGER	9864181749	0	2026 5	INV	P	19.10	050126V	168586	HINGE/LENS WIPES/ME
004540	GRAINGER	9869279274	0	2026 5	INV	P	97.41	050126V	168586	BATTERY/ELECTRICAL
							116.51			
005140	FOSTER & SON FIRE	65360	0	2026 5	INV	P	1,122.49	052226V	168800	FIRE INSPCTN FS#1
007945	MENARDS	80467	0	2026 5	INV	P	16.49	050826V	168648	STORAGE BAGS/CAULK/
007945	MENARDS	80732	0	2026 5	INV	P	131.58	050826V	168648	TOOLS/FLOOD LIGHTS/
							148.07			
009385	PALOS PLUMBING	05-05-26	0	2026 5	INV	P	320.00	051526V	168763	REPAIR WOMEN'S REST
				ACCOUNT TOTAL			1,707.07			
4104100	55303			PUBLIC WORKS						
000475	ANDERSON PEST SOLUTI	94817278	0	2026 5	INV	P	85.21	051526V	168717	COMMERCIAL PEST MGM
000475	ANDERSON PEST SOLUTI	96491371	0	2026 5	INV	P	85.21	052226V	168792	COMMERCIAL PEST MGM
							170.42			
				ACCOUNT TOTAL			170.42			
				ORG 4104100 TOTAL			15,076.58			

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ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
4105100		FORESTRY							
4105100 50400						TRAINING/CONFERENCES			
005156 ILLINOIS ARBORIST AS	2943	0	2026	5	INV	P	2,000.00	050126V	168591 SAFETY TRAINING-CHA
011019 PLAZA OPERATING PART	10001	0	2026	5	INV	P	154.98	050826V	168658 FORESTRY LUNCH TRAI
						ACCOUNT TOTAL	2,154.98		
4105100 55151						TOOLS			
014080 VERMEER ILLINOIS IN	PQ0658	0	2026	5	INV	P	188.32	050126V	168611 KNIFE FOR CHIPPER
014130 VILLAGE TRUE VALUE H	268281	0	2026	5	INV	P	53.05	051526V	168779 ANCHOR/BRACE
014130 VILLAGE TRUE VALUE H	268446	0	2026	5	INV	P	105.27	051526V	168779 HAMMER/PRUNER/SHEAR
							158.32		
						ACCOUNT TOTAL	346.64		
4105100 55401						BLACK DIRT/SEED			
000023 WRIGHT MATERIALS LLC	13369	0	2026	5	INV	P	560.00	050126V	168613 BLACK SEMI DIRT LOA
						ACCOUNT TOTAL	560.00		
4105100 55404						OTHER LANDSCAPING/FOR SUPPLY			
004601 GRIZZ PEST MANAGEMEN	79631	0	2026	5	INV	P	150.00	050826V	168641 HORNET NEST RMVL-40
						ACCOUNT TOTAL	150.00		
						ORG 4105100 TOTAL	3,211.62		
4801100		ENGINEERING							
4801100 50100						PROFESSIONAL SERVICES			
003544 EZA ENGINEERING PLLC	26038-02	0	2026	5	INV	P	1,377.50	051526V	168740 INSPECT FEE/UTILITY
						ACCOUNT TOTAL	1,377.50		
4801100 50400						TRAINING/CONFERENCES			
003730 FIFTH THIRD BANK	4136-043026	0	2026	5	DIR	P	255.00	052726W	488 STATEMENT CLOSING D
006036 PNC BANK	X9531-041526A	0	2026	5	INV	P	120.00	050826V	168659 LEGACY CONFERENCE-1
016040 CEBELIS, INGA	04/26-05/01/26	0	2026	5	INV	P	52.71	052926V	168831 RMB EXP-IPSI CONF-M
						ACCOUNT TOTAL	427.71		
4801100 55150						NON-CAPITAL EQUIPMENT			
003730 FIFTH THIRD BANK	4136-043026	0	2026	5	DIR	P	28.03	052726W	488 STATEMENT CLOSING D
						ACCOUNT TOTAL	28.03		
						ORG 4801100 TOTAL	1,833.24		

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ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
5101100			AMIN-FIRE & EMERGENCY MEDICAL							
5101100	45400			UNIFORMS PURCHASED						
000336	SPECIAL T UNLIMITED	53996	0	2026 5	INV	P	150.00	052226V	168814	BALL CAPS
000336	SPECIAL T UNLIMITED	54085	0	2026 5	INV	P	741.00	052226V	168814	T-SHIRTS
							891.00			
009250	O'HERRON, RAY CO INC	2478574	0	2026 5	INV	P	40.27	052226V	168810	UNIFORM-WHITELEY
009250	O'HERRON, RAY CO INC	2478575	0	2026 5	INV	P	68.85	052226V	168810	UNIFORM-WHITELEY
							109.12			
				ACCOUNT TOTAL			1,000.12			
5101100	50100			PROFESSIONAL SERVICES						
000291	AIR ONE EQUIPMENT IN	235881	0	2026 5	INV	P	169.70	052226V	168789	SCBA REPAIR
005767	ILLINOIS MUTUAL	5006699-2605	0	2026 5	INV	P	748.55	050126V	168592	DISABLIITY INSURANC
				ACCOUNT TOTAL			918.25			
5101100	51921			TELEPHONE SERVICE						
000668	VERIZON WIRELESS	6140966010	0	2026 5	INV	P	413.29	050126V	168610	WIRELESS
				ACCOUNT TOTAL			413.29			
5101100	55100			SUPPLIES						
014130	VILLAGE TRUE VALUE H	268757	0	2026 5	INV	P	7.64	052226V	168820	EPOXY FOR SCBA BOTT
				ACCOUNT TOTAL			7.64			
5101100	59904			PHOTOCOPY/PRINTING						
009274	ONE STEP, INC	N243031	0	2026 5	INV	P	375.10	051526V	168762	2025 FD ANNUAL REPO
				ACCOUNT TOTAL			375.10			
				ORG 5101100 TOTAL			2,714.40			
5102100			FIRE SUPPRESSION							
5102100	51900			EQUIP MNT AGREEMENTS						
000291	AIR ONE EQUIPMENT IN	235941	0	2026 5	INV	P	897.00	052226V	168789	AIR COMPRESSOR MAIN
001960	CFS INSPECTIONS	2026JB0042	260122	2026 5	INV	P	2,212.70	052226V	168793	ANNUAL LADDER TESTI
				ACCOUNT TOTAL			3,109.70			
5102100	51960			OTHER EQUIPMENT						
003730	FIFTH THIRD BANK	4136-043026	0	2026 5	DIR	P	169.80	052726W	488	STATEMENT CLOSING D
005307	DUO-SAFETY LADDER	500532-000	0	2026 5	INV	P	123.84	052926V	168839	GROUND LADDER REPAI

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ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
				ACCOUNT TOTAL			293.64			
5102100	55150			NON-CAPITAL EQUIPMENT						
000291	AIR ONE EQUIPMENT IN	235329	0	2026	5	INV P	402.00	051526V	168711	PULL STRAP/HARNESS
				ACCOUNT TOTAL			402.00			
5102100	55151			TOOLS						
013580	TROPHYS ARE US INC	34473	0	2026	5	INV P	243.25	052226V	168818	PASSPORT/DUTY BRD/L
				ACCOUNT TOTAL			243.25			
				ORG 5102100 TOTAL			4,048.59			
5103100			EMERGENCY MEDICAL SERVICES							
5103100	51650			PARAMEDIC COVERAGE						
009395	PARAMEDIC SERVICES O	9657	0	2026	5	INV P	68,334.00	051526V	168764	PARAMEDIC CONTRACT
				ACCOUNT TOTAL			68,334.00			
5103100	52820			RECHARGING 02						
007347	LINDE GAS & EQUIP	56254301	0	2026	5	INV P	98.25	051526V	168750	CYLINDER RENTAL 04.
007347	LINDE GAS & EQUIP	56847394	0	2026	5	INV P	98.25	052926V	168848	CYLINDER RENTAL 05.
							196.50			
				ACCOUNT TOTAL			196.50			
				ORG 5103100 TOTAL			68,530.50			
5104100			TRAINING & PUBLIC EDUCATION							
5104100	50400			TRAINING/CONFERENCES						
010019	PLEASANTVIEW FIRE PR	30003389	0	2026	5	INV P	500.00	052226V	168812	LIVE FIRE TRAINING
014782	WINOGRAD, MICHAEL D	05-16-26	0	2026	5	INV P	150.00	052926V	168863	FIRE ACADEMY INSTRU
				ACCOUNT TOTAL			650.00			
				ORG 5104100 TOTAL			650.00			
5201100			COMMUNITY DEVELOPMENT							
5201100	50100			PROFESSIONAL SERVICES						
001467	CODE ENFORCEMENT REP	2026-04	0	2026	5	INV P	935.00	052226V	168795	CODE ENFORCEMENT 04
003053	MORRIS,DONALD E ARCH	2026-04INS	0	2026	5	INV P	9,200.00	052926V	168849	INSPECTIONS 04.26
003544	EZA ENGINEERING PLLC	26038-02	0	2026	5	INV P	980.00	051526V	168740	INSPECT FEE/UTILITY
004272	TESKA ASSOCIATES INC	16035	0	2026	5	INV P	5,638.15	051526V	168773	WS COMP PLAN UPDATE
004272	TESKA ASSOCIATES INC	16131	0	2026	5	INV P	1,076.25	051526V	168773	WS COMP PLAN UPDATE
							6,714.40			

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2026/5 TO 2026/5

ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
005976	ILLINOIS STATE POLIC	20260303987	0	2026 5	INV	P	57.00	051526V	168746	WS LOCAL LIQUOR COM
				ACCOUNT TOTAL			17,886.40			
5201100 50105				PLAN REVIEW FEES						
002770	FIRE SAFETY CONSULTA	26-12693AB	0	2026 5	INV	P	140.00	052226V	168799	PLAN REVIEW-6100 BU
002770	FIRE SAFETY CONSULTA	26-12857	0	2026 5	INV	P	550.00	052226V	168799	PLAN REVIEW-3836 LA
002770	FIRE SAFETY CONSULTA	26-12868	0	2026 5	INV	P	610.00	052226V	168799	PLAN REVIEW-5309 WO
002770	FIRE SAFETY CONSULTA	F26-12969	0	2026 5	INV	P	610.00	052226V	168799	PLAN REVIEW-6102 BU
							1,910.00			
003053	MORRIS,DONALD E ARCH	2026-04PR	0	2026 5	INV	P	2,345.00	052926V	168849	PLAN REVIEW 04.26
				ACCOUNT TOTAL			4,255.00			
5201100 50400				TRAINING/CONFERENCES						
006036	PNC BANK	X9531-041526A	0	2026 5	INV	P	240.00	050826V	168659	LEGACY CONFERENCE-1
				ACCOUNT TOTAL			240.00			
5201100 51200				PRINTED MATERIALS						
000441	ALPHAGRAPHICS	127310	0	2026 5	INV	P	120.00	051526V	168714	FRENCH MARKET SIGNS
				ACCOUNT TOTAL			120.00			
5201100 51921				TELEPHONE SERVICE						
000668	VERIZON WIRELESS	6140966010	0	2026 5	INV	P	118.78	050126V	168610	WIRELESS
				ACCOUNT TOTAL			118.78			
				ORG 5201100 TOTAL			22,620.18			
FUND 100 GENERAL FUND					TOTAL:		385,396.52			

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2026/5 TO 2026/5

ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
6601210			ADMINISTRATION-RECREATION							
6601210 50100				PROFESSIONAL SERVICES						
008055	MGT IMPACT SOLUTIONS	MGT38046	0	2026 5	INV	P	13,130.25	050826V	168651	N FLORES W/E 04/25/
				ACCOUNT TOTAL			13,130.25			
6601210 50400				TRAINING/CONFERENCES						
003730	FIFTH THIRD BANK	4136-043026	0	2026 5	DIR	P	40.00	052726W	488	STATEMENT CLOSING D
				ACCOUNT TOTAL			40.00			
6601210 50500				MEMBERSHIPS/ASSOCIATIONS						
003730	FIFTH THIRD BANK	4136-043026	0	2026 5	DIR	P	42.00	052726W	488	STATEMENT CLOSING D
				ACCOUNT TOTAL			42.00			
6601210 50700				EXP REIMBURSE/MTGS EXPENSE						
016005	ALBORES, ARIOSTO	2026-04	0	2026 5	INV	P	63.94	051526V	168713	RMB MILEAGE 04.26
				ACCOUNT TOTAL			63.94			
6601210 51920				TELEPHONE EQUIP MAINTENANCE						
000668	VERIZON WIRELESS	6140966010	0	2026 5	INV	P	87.58	050126V	168610	WIRELESS
				ACCOUNT TOTAL			87.58			
6601210 55100				SUPPLIES						
004963	SHIRTPRINTING 4U	8362965	0	2026 5	INV	P	627.00	050826V	168663	REC STAFF SHIRTS/JA
005136	GARVEY'S OFFICE PROD	WO-939248-1	0	2026 5	INV	P	191.70	052926V	168842	OFC SPLS
016005	ALBORES, ARIOSTO	2026-BOOTS	0	2026 5	INV	P	99.95	051526V	168713	RMB EXP-2026 BOOTS
				ACCOUNT TOTAL			918.65			
6601210 55507				SPECIAL EVENTS SUPPLIES						
003511	ESYNDEO TECH INC	463463	0	2026 5	INV	P	7.50	052926V	168841	FRENCH MARKET MURAL
003511	ESYNDEO TECH INC	463562	0	2026 5	INV	P	7.50	052926V	168841	FRENCH MARKET MURAL
003511	ESYNDEO TECH INC	464227	0	2026 5	INV	P	18.00	052926V	168841	TWO FRENCH MARKET M
							33.00			
				ACCOUNT TOTAL			33.00			
				ORG 6601210 TOTAL			14,315.42			
6602210			RECREATION SERVICES							
6602210 53720				SEASPAR						
012170	SEASPAR	26MEC10	0	2026 5	INV	P	85,712.50	052926V	168854	2026 MEMBER CONTRIB
				ACCOUNT TOTAL			85,712.50			

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2026/5 TO 2026/5

ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
6602210	53736			CAMPS						
001036	LIGEIKIS, RITA	05-05-26	0	2026 5	INV	P	3.50	052226V	168807	RMB EXP-BUBBLES FOR
003730	FIFTH THIRD BANK	4136-043026	0	2026 5	DIR	P	105.38	052726W	488	STATEMENT CLOSING D
007640	MARATHON SPORTSWEAR	111114	0	2026 5	INV	P	508.72	052226V	168808	SUMMER CAMP T-SHIRT
007640	MARATHON SPORTSWEAR	112299	0	2026 5	INV	P	757.49	052226V	168808	SAFETY VILLAGE T-SH
							1,266.21			
				ACCOUNT TOTAL			1,375.09			
6602210	53737			SPARTZ BASKETBALL						
012757	SPARTZ, CHRISTOPHER	20427	0	2026 5	INV	P	2,940.00	051526V	168770	LTLZ LEAGUE B-BALL
015663	ROGERS, PETER	01-31-26 5BLZ	0	2026 5	INV	P	225.00	050826V	168661	RMB EXP-5BLZ TOURNA
015663	ROGERS, PETER	08-26-25	0	2026 5	INV	P	11.99	050826V	168661	RMB EXP-5BLZ TEAM S
015663	ROGERS, PETER	12-20-25	0	2026 5	INV	P	79.99	050826V	168661	RMB EXP-4BLZ TEAM S
015663	ROGERS, PETER	16992SAWMILL	0	2026 5	INV	P	180.00	050826V	168661	RMB EXP-SAWMILL SPO
							496.98			
				ACCOUNT TOTAL			3,436.98			
6602210	53740			CONTRACTED PROGRAMS						
003309	EINHORN, KATHERINE	5	0	2026 5	INV	P	35.00	051526V	168737	PRGM FEE-FLORAL ARR
004132	ROSS, MARY KAY	2026-04	0	2026 5	INV	P	502.40	050826V	168662	BODYWORKS PLUS 04.2
005012	KAFKES, STACY	76	0	2026 5	INV	P	145.60	052226V	168804	PILATES CLASS 1/5-2
006703	DURKEE SCOTT LLC	40435036	0	2026 5	INV	P	190.00	052226V	168796	FAIRY GARDEN LANTER
006703	DURKEE SCOTT LLC	40435061	0	2026 5	INV	P	870.00	052226V	168796	PJ'S & PUPPIES 3/31
							1,060.00			
007075	LANGUAGE IN ACTION,	02/25-04/08/26	0	2026 5	INV	P	234.00	051526V	168749	I SPEAK SPANISH 02/
				ACCOUNT TOTAL			1,977.00			
6602210	55503			EARLY CHILDHOOD						
000305	BRISKEY, KIMI	2026-03	0	2026 5	INV	P	73.37	050826V	168626	RMB EXP-EC PRGMS
000305	BRISKEY, KIMI	2026-04	0	2026 5	INV	P	161.48	051526V	168723	RMB EXP-EC PRGMS
							234.85			
001036	LIGEIKIS, RITA	05-01-26	0	2026 5	INV	P	21.98	052226V	168807	RMB EXP-TEACHER APP
001036	LIGEIKIS, RITA	05-06-26	0	2026 5	INV	P	28.94	052226V	168807	RMB EXP-FLOWERS TEA
							50.92			

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2026/5 TO 2026/5

ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
006036	PNC BANK	X9531-032726B	0	2026 5	INV	P	17.63	050826V	168659	STAR WARS ACTION FI
006036	PNC BANK	X9531-032926	0	2026 5	INV	P	61.99	050826V	168659	JOHN DEERE KIDS WOR
							79.62			
016250	McENTEE, MEGHANN	2026-04	0	2026 5	INV	P	49.32	051526V	168752	RMB EXP-EC CLASS SP
				ACCOUNT TOTAL			414.71			
6602210	55506			TOWER TROT						
006036	PNC BANK	X0666-040126	0	2026 5	INV	P	1,210.00	050826V	168659	LED RENTALS-GLOW GE
012743	MYLES, FRANCES	260523WS	0	2026 5	INV	P	850.00	051526V	168760	FACE PAINTER/BLLN A
				ACCOUNT TOTAL			2,060.00			
6602210	55507			SPECIAL EVENTS SUPPLIES						
003511	ESYNDEO TECH INC	464183	0	2026 5	INV	P	10.00	051526V	168739	FRENCH MARKET MURAL
003511	ESYNDEO TECH INC	464204	0	2026 5	INV	P	10.00	051526V	168739	FRENCH MARKET MURAL
							20.00			
003730	FIFTH THIRD BANK	4136-043026	0	2026 5	DIR	P	-6.00	052726W	488	STATEMENT CLOSING D
				ACCOUNT TOTAL			14.00			
				ORG 6602210 TOTAL			94,990.28			
6603210		BUILDING SERVICES								
6603210	52010			INTERIOR MAINTENANCE						
000475	ANDERSON PEST SOLUTI	94817282	0	2026 5	INV	P	74.94	050826V	168621	PEST CONTROL-REC
006026	CENTRAL STATES AUTOM	39883	260089	2026 5	INV	P	170.00	050826V	168629	ANNUAL FIRE SPRINKL
011952	SCHINDLER ELEVATOR C	4623234999	0	2026 5	INV	P	732.90	051526V	168766	CODE REQUIRED SAFET
013098	SW CLEANING SERVICE	26-04-184	260119	2026 5	INV	P	1,280.00	050826V	168665	JANITORIAL BUILDING
				ACCOUNT TOTAL			2,257.84			
6603210	53200			UTILITIES						
002371	COMMONWEALTH EDISON	5403229111-2604	0	2026 5	INV	P	49.30	050826V	168631	5403229111 03/19-04
009130	NICOR GAS	00095400008-2604	0	2026 5	INV	P	460.72	050826V	168654	00095400008 03/18-0
				ACCOUNT TOTAL			510.02			
6603210	55300			BUILDING SUPPLIES						
001512	WAREHOUSE DIRECT	6122612-0	0	2026 5	INV	P	1,619.14	051526V	168780	BLDG SPLS
001512	WAREHOUSE DIRECT	6122751-1	0	2026 5	INV	P	52.69	052226V	168821	MICROFIBER CLOTHS
							1,671.83			

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2026/5 TO 2026/5

ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
004540	GRAINGER	9864181749	0	2026 5	INV	P	107.22	050126V	168586	HINGE/LENS WIPES/ME
004540	GRAINGER	9876884827	0	2026 5	INV	P	111.69	050826V	168640	SPRING HINGE
							218.91			
005196	HOME DEPOT	5613560	0	2026 5	INV	P	196.93	052226V	168803	LIGHT BULBS
007945	MENARDS	80467	0	2026 5	INV	P	29.98	050826V	168648	STORAGE BAGS/CAULK/
007945	MENARDS	81208	0	2026 5	INV	P	39.36	051526V	168753	TOOLS/CROSSBAR/LIGH
							69.34			
014130	VILLAGE TRUE VALUE H	268520	0	2026 5	INV	P	14.39	050826V	168670	DRANO-GA SUNRISE CL
				ACCOUNT TOTAL			2,171.40			
6603210	60015			BLDG & BLDG IMPROVEMENTS						
014979	YMI GROUP, INC	SP1681-01	260120	2026 5	INV	P	16,425.00	052226V	168824	HVAC COIL REPLACEME
				ACCOUNT TOTAL			16,425.00			
				ORG 6603210 TOTAL			21,364.26			
6605210				GRAND AVE COMMUNITY CENTER						
6605210	52010			INTERIOR MAINTENANCE						
000475	ANDERSON PEST SOLUTI	94817280	0	2026 5	INV	P	78.14	050126V	168569	PEST CONTROL-GA
006026	CENTRAL STATES AUTOM	39887	260089	2026 5	INV	P	170.00	050826V	168629	ANNUAL FIRE SPRINKL
011952	SCHINDLER ELEVATOR C	4623235000	0	2026 5	INV	P	732.90	051526V	168766	CODE REQUIRED SAFET
013098	SW CLEANING SERVICE	26-04-184	260119	2026 5	INV	P	1,318.00	050826V	168665	JANITORIAL BUILDING
				ACCOUNT TOTAL			2,299.04			
6605210	53200			UTILITIES						
009130	NICOR GAS	68109700002-2604	0	2026 5	INV	P	988.96	050826V	168654	68109700002 03/18-0
				ACCOUNT TOTAL			988.96			
				ORG 6605210 TOTAL			3,288.00			
FUND 210 RECREATION FUND					TOTAL:		133,957.96			

INVOICE LIST BY GL ACCOUNT

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ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
1201310			EXECUTIVE ADMINISTRATION							
1201310 50199				OTHER PROF TECH SERVICES						
006712	KLEIN THORPE AND JE	2026-02	0	2026 5	INV	P	35.00	052226V	168806	LEGAL SVC 02/26
				ACCOUNT TOTAL			35.00			
				ORG 1201310 TOTAL			35.00			
1203310			MANAGEMENT SERVICES							
1203310 60035				OFC FURNITURE & EQUIPMENT						
001716	BUTTREY RENTAL SERVI	355135	0	2026 5	INV	P	362.87	050126V	168572	LIFT FOR ACCESS CON
001942	CDW GOVERNMENT INC	AI97W8D	0	2026 5	INV	P	822.66	050826V	168628	SQUAD PRINTER
001942	CDW GOVERNMENT INC	AI9P66R	0	2026 5	INV	P	2,193.74	050126V	168573	LAPTOP
001942	CDW GOVERNMENT INC	AJ25L7U	0	2026 5	INV	P	2,193.74	052926V	168830	LAPTOP
							5,210.14			
004656	DELL MARKETING LP	10868349020	0	2026 5	INV	P	944.95	051526V	168735	MONITORS
004656	DELL MARKETING LP	10869263913	0	2026 5	INV	P	519.99	051526V	168735	MONITOR
004656	DELL MARKETING LP	10871649625	0	2026 5	INV	P	1,039.98	052926V	168835	MONITORS
							2,504.92			
				ACCOUNT TOTAL			8,077.93			
				ORG 1203310 TOTAL			8,077.93			
3101310			ADMINISTRATION-LAW ENFORCEMENT							
3101310 60030				VEHICLES						
003475	ENTERPRISE FM TRUST	FBN5633905-331	260026	2026 5	INV	P	556.41	051526V	168738	POLICE DETECTIVE UN
				ACCOUNT TOTAL			556.41			
3101310 60035				OFC FURNITURE & EQUIPMENT						
004656	DELL MARKETING LP	10874630623	0	2026 5	INV	P	3,664.76	052926V	168835	DOCKING STATIONS-SQ
006036	PNC BANK	X9531-041526	0	2026 5	INV	P	799.00	050826V	168659	TREADMILL-FITNESS R
013041	STREICHER'S	I1821098	260118	2026 5	INV	P	1,184.00	051526V	168771	HOLLER NIPAS HELMET
				ACCOUNT TOTAL			5,647.76			
				ORG 3101310 TOTAL			6,204.17			
3102310			PATROL SERVICES							
3102310 60020				MACHINERY & EQUIPMENT						
000668	VERIZON WIRELESS	6140966010	0	2026 5	INV	P	436.93	050126V	168610	WIRELESS
				ACCOUNT TOTAL			436.93			

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2026/5 TO 2026/5

ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
3102310	60030			VEHICLES						
003475	ENTERPRISE FM TRUST	FBN5633905-332	260029	2026 5	INV	P	929.31	051526V	168738	POLICE #332 PATROL
003475	ENTERPRISE FM TRUST	FBN5633905-335	0	2026 5	INV	P	13,564.58	051526V	168738	20026 FORD PD UNIT
003475	ENTERPRISE FM TRUST	FBN5633905-336	260028	2026 5	INV	P	864.98	051526V	168738	POLICE UNIT 336 PAT
003475	ENTERPRISE FM TRUST	FBN5633905-338	260027	2026 5	INV	P	958.84	051526V	168738	PD UNIT #338 PATROL
003475	ENTERPRISE FM TRUST	FBN5633905-339	0	2026 5	INV	P	25.01	051526V	168738	MANAGEMENT FEE-PD U
							16,342.72			
				ACCOUNT TOTAL			16,342.72			
				ORG 3102310 TOTAL			16,779.65			
4103310			VEHICLE/EQUIPMENT MAINTENANCE							
4103310	60030			VEHICLES						
003475	ENTERPRISE FM TRUST	FBN5633905-001	260032	2026 5	INV	P	266.61	051526V	168738	PW UNIT #1 LOU
003475	ENTERPRISE FM TRUST	FBN5633905-004	260031	2026 5	INV	P	177.97	051526V	168738	PW UNIT 4 F-150
003475	ENTERPRISE FM TRUST	FBN5633905-009	260034	2026 5	INV	P	245.35	051526V	168738	ENTERPRISE LEASE PW
003475	ENTERPRISE FM TRUST	FBN5633905-013	260030	2026 5	INV	P	1,516.43	051526V	168738	PW PETERBILT UNIT 1
003475	ENTERPRISE FM TRUST	FBN5633905-016	260033	2026 5	INV	P	267.27	051526V	168738	ENTERPRISE LEASE PW
003475	ENTERPRISE FM TRUST	FBN5633905-030	260035	2026 5	INV	P	179.40	051526V	168738	ENTERPRISE LEASE PW
							2,653.03			
				ACCOUNT TOTAL			2,653.03			
				ORG 4103310 TOTAL			2,653.03			
4104310			PROPERTIES							
4104310	60020			MACHINERY & EQUIPMENT						
006523	METROPOLITAN INDUSTR	INV083665	260044	2026 5	INV	P	12,272.00	050826V	168650	VILLAGE HALL EJECTO
014979	YMI GROUP, INC	SP1687-01	0	2026 5	INV	P	671.00	051526V	168783	SVC CALL-REC CTR UN
				ACCOUNT TOTAL			12,943.00			
				ORG 4104310 TOTAL			12,943.00			
5102310			FIRE SUPPRESSION							
5102310	60020			MACHINERY & EQUIPMENT						
000291	AIR ONE EQUIPMENT IN	235965	260023	2026 5	INV	P	18,640.00	052926V	168827	5 SETS OF STRUCTURA
				ACCOUNT TOTAL			18,640.00			
5102310	60030			VEHICLES						
003475	ENTERPRISE FM TRUST	FBN5633905-1702	260036	2026 5	INV	P	621.59	051526V	168738	FD UNIT #1702 ENTER
				ACCOUNT TOTAL			621.59			
				ORG 5102310 TOTAL			19,261.59			

INVOICE LIST BY GL ACCOUNT

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ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
FUND 310 CAPITAL IMPROVEMENT					TOTAL:	65,954.37		

INVOICE LIST BY GL ACCOUNT

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ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
320		PUBLIC BENEFIT FUND							
320 20314			TT PUBLIC IMPROVEMENTS						
006712 KLEIN THORPE AND JE	2026-02	0	2026	5	INV	P	812.50	052226V	168806 LEGAL SVC 02/26
			ACCOUNT TOTAL				812.50		
			ORG 320 TOTAL				812.50		
FUND 320 PUBLIC BENEFIT FUND			TOTAL:				812.50		

INVOICE LIST BY GL ACCOUNT

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ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
4402350			SEWER MAINTENANCE/REHAB						
4402350 50210			VILLAGE ATTORNEY						
006712 KLEIN THORPE AND JE	2026-02	0	2026 5	INV	P	487.50	052226V	168806	LEGAL SVC 02/26
			ACCOUNT TOTAL			487.50			
			ORG 4402350 TOTAL			487.50			
FUND 350 RIDGEWOOD OAKS PRIV/PUB IMPRVM			TOTAL:			487.50			

INVOICE LIST BY GL ACCOUNT

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ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
4801365			ENGINEERING							
4801365	50331			DESIGN ENGINEERING						
013973	V3 COMPANIES LTD	10126685	260108	2026 5	INV	P	965.52	050126V	168609	WS 2026 PAVEMENT PR
013973	V3 COMPANIES LTD	10426770	260108	2026 5	INV	P	7,523.98	051526V	168776	WS 2026 PAVEMENT PR
							8,489.50			
				ACCOUNT TOTAL			8,489.50			
4801365	50336			ENGINEERING STUDIES						
001030	BAXTER & WOODMAN INC	0282741	260085	2026 5	INV	P	797.50	050826V	168623	SCOPING STUDIES
001030	BAXTER & WOODMAN INC	0282747	260085	2026 5	INV	P	4,503.75	050826V	168623	SCOPING STUDIES
001030	BAXTER & WOODMAN INC	0283455	260085	2026 5	INV	P	2,118.75	050826V	168623	SCOPING STUDIES
001030	BAXTER & WOODMAN INC	0283458	260085	2026 5	INV	P	461.25	050826V	168623	SCOPING STUDIES
							7,881.25			
001652	BURKE, CHRISTOPHER B	207904	260100	2026 5	INV	P	57,142.52	050126V	168571	51ST STREE RECONSTR
001652	BURKE, CHRISTOPHER B	208591	260100	2026 5	INV	P	26,935.22	050126V	168571	51ST STREE RECONSTR
001652	BURKE, CHRISTOPHER B	209260	260100	2026 5	INV	P	41,249.41	050126V	168571	51ST STREE RECONSTR
001652	BURKE, CHRISTOPHER B	210181	260100	2026 5	INV	P	12,745.00	051526V	168725	51ST STREE RECONSTR
							138,072.15			
				ACCOUNT TOTAL			145,953.40			
4801365	60011			CONSTRUCTION						
000473	ANCHOR HEAVY CIVIL	AHC.2026.INV.0063	260110	2026 5	INV	P	20,250.00	050826V	168620	10" INSERTION VALVE
				ACCOUNT TOTAL			20,250.00			
				ORG 4801365 TOTAL			174,692.90			
	FUND 365	REFERENDUM FUND			TOTAL:		174,692.90			

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2026/5 TO 2026/5

ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
4102370		R-O-W MAINTENANCE							
4102370 55115		SALT							
008222 MORTON SALT INC	5404161465	260018	2026 5	INV	P	6,811.62	050826V	168652	ROADWAY SALT
			ACCOUNT TOTAL			6,811.62			
			ORG 4102370 TOTAL			6,811.62			
FUND 370 MOTOR FUEL TAX FUND			TOTAL:			6,811.62			

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2026/5 TO 2026/5

ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
5201390		TIF DISTRICT							
5201390 50210			VILLAGE ATTORNEY						
006712 KLEIN THORPE AND JE	2026-02	0	2026 5	INV	P	162.50	052226V	168806	LEGAL SVC 02/26
			ACCOUNT TOTAL			162.50			
			ORG 5201390 TOTAL			162.50			
FUND 390 TIF DISTRICT - SOUTH			TOTAL:			162.50			

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YEAR/PERIOD: 2026/5 TO 2026/5

ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
2301410				G. O. DEBT SERVICE						
2301410	81238			GO ALT REV SERIES 2015A INT						
002719	U S BANK	0023970NS-2606	0	2026	5	DIR	P	7,060.00 052726W	496	WIRE-GO BOND SERIES
				ACCOUNT TOTAL				7,060.00		
2301410	81239			LTD REFD SERIES 2015B INT						
002719	U S BANK	0023971NS-2606	0	2026	5	DIR	P	6,093.75 052726W	497	WIRE-GO BOND SERIES
				ACCOUNT TOTAL				6,093.75		
2301410	81241			GO BOND SERIES 2017 INT						
002528	AMALGAMATED BANK	1856482001-2606	0	2026	5	DIR	P	40,728.13 052726W	495	WIRE-GO BOND SERIES
				ACCOUNT TOTAL				40,728.13		
2301410	81243			GO BOND SERIES 2019 INT						
002528	AMALGAMATED BANK	1857053008-2606	0	2026	5	DIR	P	33,525.00 052726W	494	WIRE-GO BOND SERIES
				ACCOUNT TOTAL				33,525.00		
2301410	81244			GO BOND SERIES 2021A INT						
002528	AMALGAMATED BANK	1857628004-2606	0	2026	5	DIR	P	34,800.00 052726W	492	WIRE-GO BOND SERIES
				ACCOUNT TOTAL				34,800.00		
2301410	81245			GO BOND SERIES 2021B INT						
002528	AMALGAMATED BANK	1857629003-2606	0	2026	5	DIR	P	14,550.00 052726W	493	Wire-GO BOND SERIES
				ACCOUNT TOTAL				14,550.00		
2301410	81246			GO BOND SERIES 2025A INT						
002528	AMALGAMATED BANK	1858422000-2606	0	2026	5	DIR	P	331,125.14 052726W	490	Wire-GO BONDS SRS 2
				ACCOUNT TOTAL				331,125.14		
				ORG 2301410 TOTAL				467,882.02		
FUND 410 DEBT SERVICE FUND				TOTAL:				467,882.02		

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2026/5 TO 2026/5

ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
2501510			WATER BOND & INTEREST							
2501510	81523			IEPA ELEVATED TANK L17-5567						
005688	IL ENVIRONMENTAL PRO	L17-5567 #08	0	2026	5	DIR	P	22,074.07	052726W	489 Wire-ELEVATED TANK
				ACCOUNT TOTAL				22,074.07		
2501510	81623			IEPA ELEV TANK INT L17-5567						
005688	IL ENVIRONMENTAL PRO	L17-5567 #08	0	2026	5	DIR	P	5,487.02	052726W	489 Wire-ELEVATED TANK
				ACCOUNT TOTAL				5,487.02		
				ORG 2501510 TOTAL				27,561.09		
4301510			ADMINISTRATION-WATER							
4301510	50210			VILLAGE ATTORNEY						
006712	KLEIN THORPE AND JE	2026-02	0	2026	5	INV	P	750.00	052226V	168806 LEGAL SVC 02/26
				ACCOUNT TOTAL				750.00		
4301510	50339			MAPPING SERVICES						
002242	CLOUDPOINT GEOGRAPHI	INV-06855	260006	2026	5	INV	P	1,400.00	050126V	168577 GIS SERVICES
012599	ESRI INC	900237881	260117	2026	5	INV	P	8,000.00	050826V	168635 SOFTWARE SUBSCRIPTI
				ACCOUNT TOTAL				9,400.00		
4301510	50400			TRAINING/CONFERENCES						
003730	FIFTH THIRD BANK	4136-043026	0	2026	5	DIR	P	75.00	052726W	488 STATEMENT CLOSING D
				ACCOUNT TOTAL				75.00		
4301510	50700			EXP REIMBURSE/MTGS EXPENSE						
013555	TONY'S BREAKFAST CAF	19156-042726	0	2026	5	INV	P	106.70	050826V	168666 MAIN BREAK MEALS
				ACCOUNT TOTAL				106.70		
4301510	51940			RADIO SERVICES						
000668	VERIZON WIRELESS	6140966010	0	2026	5	INV	P	202.96	050126V	168610 WIRELESS
				ACCOUNT TOTAL				202.96		
4301510	55123			SOFTWARE						
002440	CONCENTRIC INTEGRATI	0285065	0	2026	5	INV	P	4,084.00	050826V	168632 SEIMANS ORDER/WIN-9
				ACCOUNT TOTAL				4,084.00		
				ORG 4301510 TOTAL				14,618.66		
4302510			WATER PRODUCTION							
4302510	50700			EXP REIMBURSE/MTGS EXPENSE						
003872	MUNCY, JASON	2026-04	0	2026	5	INV	P	34.80	050826V	168653 RMB EXP-MILEAGE 04/

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2026/5 TO 2026/5

ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
004074	BOLE, ANDREJS	2026-04	0	2026 5	INV	P	36.25	050826V	168625	RMB MILEAGE 04.26
005135	MORENO, VICTOR	2026-04	0	2026 5	INV	P	97.88	050126V	168600	RMB MILEAGE 04.26
016066	DERENGOWSKI, RONALD	2026-03/04	0	2026 5	INV	P	54.37	050126V	168582	RMB EXP-MILEAGE 03/
016066	DERENGOWSKI, RONALD	2026-04	0	2026 5	INV	P	15.23	050826V	168634	RMB EXP-MILEAGE 04/
							69.60			
				ACCOUNT TOTAL			238.53			
4302510	51900			EQUIP MNT AGREEMENTS						
002440	CONCENTRIC INTEGRATI	0282739	0	2026 5	INV	P	9,495.50	050826V	168632	SECURITY MODIFICATI
002440	CONCENTRIC INTEGRATI	0285027	260049	2026 5	INV	P	2,895.53	050826V	168632	SCADA INTEGRATION A
002440	CONCENTRIC INTEGRATI	0285065	0	2026 5	INV	P	4,402.73	050826V	168632	SEIMANS ORDER/WIN-9
							16,793.76			
				ACCOUNT TOTAL			16,793.76			
4302510	51960			OTHER EQUIPMENT						
017863	US STANDARD PRODUCTS	838895	0	2026 5	INV	P	570.24	050126V	168608	CAUTION TAPE/TOWELS
				ACCOUNT TOTAL			570.24			
4302510	52010			INTERIOR MAINTENANCE						
005140	FOSTER & SON FIRE	63056	0	2026 5	INV	P	541.00	052226V	168800	FIRE INSPCTN WTR PL
013098	SW CLEANING SERVICE	26-04-184	260119	2026 5	INV	P	280.00	050826V	168665	JANITORIAL BUILDING
				ACCOUNT TOTAL			821.00			
4302510	52600			WATER QUALITY TESTING						
007994	METIRI ANALYTICAL GR	GA6001408	260067	2026 5	INV	P	330.00	050126V	168598	WATER QUALITY TESTI
007994	METIRI ANALYTICAL GR	GA6001645	260067	2026 5	INV	P	330.00	050126V	168598	WATER QUALITY TESTI
007994	METIRI ANALYTICAL GR	GA6002108	260067	2026 5	INV	P	1,290.97	050826V	168649	WATER QUALITY TESTI
007994	METIRI ANALYTICAL GR	GA6002327	260067	2026 5	INV	P	1,998.80	051526V	168754	WATER QUALITY TESTI
							3,949.77			
				ACCOUNT TOTAL			3,949.77			
4302510	53200			UTILITIES						
002371	COMMONWEALTH EDISON	0368149000-2604	0	2026 5	INV	P	47.55	050826V	168631	0368149000 03/19-04
002371	COMMONWEALTH EDISON	0887271222-2604	0	2026 5	INV	P	2,087.61	050826V	168631	0887271222 03/19-04
002371	COMMONWEALTH EDISON	1143071222-2604	0	2026 5	INV	P	143.73	050826V	168631	1143071222 03/19-4/
002371	COMMONWEALTH EDISON	2648839000-2604	0	2026 5	INV	P	45.54	050826V	168631	2648839000 03/19-04
002371	COMMONWEALTH EDISON	3950337000-2604	0	2026 5	INV	P	8,804.61	050826V	168631	3950337000 03/19-04
002371	COMMONWEALTH EDISON	6698503000-2604	0	2026 5	INV	P	7,225.12	050826V	168631	6698503000 03/19-04
002371	COMMONWEALTH EDISON	6854145000-2604	0	2026 5	INV	P	1,341.09	050826V	168631	6854145000 03/19-4/
002371	COMMONWEALTH EDISON	8067462222-2604	0	2026 5	INV	P	11,091.22	050826V	168631	8067462222 03/19-04

INVOICE LIST BY GL ACCOUNT

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ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
002371	COMMONWEALTH EDISON	8972047000-2604	0	2026 5	INV	P	44.44	050826V	168631	8972047000 3/19-4/2
							30,830.91			
009130	NICOR GAS	06409700009-2604	0	2026 5	INV	P	707.74	050826V	168654	06409700009 3/18-4/
				ACCOUNT TOTAL			31,538.65			
4302510 55151				TOOLS						
007945	MENARDS	81284	0	2026 5	INV	P	13.19	052226V	168809	45/90 DGR ELBOW/COU
				ACCOUNT TOTAL			13.19			
4302510 55250				WATER/SEWER REP PARTS/SUPPLIES						
000842	ASCO POWER SERVICE	1867536	0	2026 5	INV	P	1,061.25	050826V	168622	UTILITY EMERGENCY C
003730	FIFTH THIRD BANK	4136-043026	0	2026 5	DIR	P	40.94	052726W	488	STATEMENT CLOSING D
005196	HOME DEPOT	3022681	0	2026 5	INV	P	20.83	052226V	168803	REPAIR PARTS
				ACCOUNT TOTAL			1,123.02			
4302510 55300				BUILDING SUPPLIES						
014130	VILLAGE TRUE VALUE H	268184	0	2026 5	INV	P	1.86	051526V	168779	INSECT TRAP
014130	VILLAGE TRUE VALUE H	268302	0	2026 5	INV	P	32.31	051526V	168779	CLEANING SPLS
							34.17			
				ACCOUNT TOTAL			34.17			
4302510 55600				CHEMICALS						
004934	HAWKINS INC	7396335	260043	2026 5	INV	P	3,717.48	050126V	168587	CHEMICALS
004934	HAWKINS INC	7396392	260043	2026 5	INV	P	3,703.06	050126V	168587	CHEMICALS
004934	HAWKINS INC	7396572	260043	2026 5	INV	P	4,589.16	050826V	168642	CHEMICALS
004934	HAWKINS INC	7396964	260043	2026 5	INV	P	12,406.29	050126V	168587	CHEMICALS
004934	HAWKINS INC	7425387	260043	2026 5	INV	P	4,318.20	052226V	168802	CHEMICALS
004934	HAWKINS INC	7426381	260043	2026 5	INV	P	6,154.77	052226V	168802	CHEMICALS
							34,888.96			
				ACCOUNT TOTAL			34,888.96			
4302510 62015				BLDG & BLDG IMPROVEMENTS						
014979	YMI GROUP, INC	SP1675-01	260095	2026 5	INV	P	2,925.00	050826V	168671	WATER PLANT REVERSE
014979	YMI GROUP, INC	SP1676-01	0	2026 5	INV	P	1,645.00	050126V	168614	DHU-1 VALVE GAS CTR
014979	YMI GROUP, INC	SP1695-01	0	2026 5	INV	P	1,035.00	051526V	168783	SVC CALL-UH#5 BAD B
							5,605.00			
				ACCOUNT TOTAL			5,605.00			
				ORG 4302510 TOTAL			95,576.29			

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YEAR/PERIOD: 2026/5 TO 2026/5

ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
4303510			WATER DISTRIBUTION							
4303510	50332			INSPECTION ENGINEERING						
005417	HR GREEN INC	199301	260088	2026	5	INV	P	3,228.50 050126V	168590	LEAD SERVICE LINE R
				ACCOUNT TOTAL				3,228.50		
4303510	52690			LEAK DETECTION						
000126	ASSOCIATED TECHNICAL	42155	0	2026	5	INV	P	175.00 051526V	168719	LOCATION SURVEYOR R
				ACCOUNT TOTAL				175.00		
4303510	55150			NON-CAPITAL EQUIPMENT						
003949	CONTRACTORS EQUIPMEN	149717	260102	2026	5	INV	P	1,099.00 050126V	168580	PW 14" SAW
				ACCOUNT TOTAL				1,099.00		
4303510	55250			WATER/SEWER REP PARTS/SUPPLIES						
001770	CALUMET CITY PLUMBIN	72509	0	2026	5	INV	P	14,865.00 051526V	168726	49TH ST & LAWN AVE
009997	ZIEBELL WATER SERVIC	272249-000	0	2026	5	INV	P	368.00 050126V	168615	OIL/PLUG
009997	ZIEBELL WATER SERVIC	272297-000	0	2026	5	INV	P	2,346.66 050826V	168673	REPAIR SLEEVES/VALV
009997	ZIEBELL WATER SERVIC	272431-000	0	2026	5	INV	P	1,554.86 052226V	168825	REPAIR SLEEVES
								4,269.52		
				ACCOUNT TOTAL				19,134.52		
4303510	62020			WATER SYSTEM						
000473	ANCHOR HEAVY CIVIL	AHC.2026.INV.0033	0	2026	5	INV	P	23,511.79 050126V	168568	WATER LEAK REPAIR-4
005440	DEAKINS, STACEY	4029JOHNSON	0	2026	5	INV	P	5,000.00 050126V	168581	4029 JOHNSON-LSLR C
				ACCOUNT TOTAL				28,511.79		
4303510	62030			VEHICLES, EQUIP & FURNITURE						
003475	ENTERPRISE FM TRUST	FBN5633905-001	260032	2026	5	INV	P	266.61 051526V	168738	PW UNIT #1 LOU
003475	ENTERPRISE FM TRUST	FBN5633905-004	260031	2026	5	INV	P	177.97 051526V	168738	PW UNIT 4 F-150
003475	ENTERPRISE FM TRUST	FBN5633905-009	260034	2026	5	INV	P	245.35 051526V	168738	ENTERPRISE LEASE PW
003475	ENTERPRISE FM TRUST	FBN5633905-013	260030	2026	5	INV	P	1,516.43 051526V	168738	PW PETERBILT UNIT 1
003475	ENTERPRISE FM TRUST	FBN5633905-016	260033	2026	5	INV	P	267.28 051526V	168738	ENTERPRISE LEASE PW
003475	ENTERPRISE FM TRUST	FBN5633905-030	260035	2026	5	INV	P	179.40 051526V	168738	ENTERPRISE LEASE PW
								2,653.04		
				ACCOUNT TOTAL				2,653.04		
				ORG 4303510 TOTAL				54,801.85		
4304510			WATER METER READING							
4304510	50100			PROFESSIONAL SERVICES						
013381	THIRD MILLENNIUM	34400	0	2026	5	INV	P	663.11 051526V	168774	GREENPAY FEES 04/26

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ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
013381	THIRD MILLENNIUM	34430	0	2026 5	INV	P	1,096.82	052226V	168816	UTILITY BILLING 04/
							1,759.93			
				ACCOUNT TOTAL			1,759.93			
4304510	55100			SUPPLIES						
014271	CORE & MAIN LP	Y951303	0	2026 5	INV	P	353.81	051526V	168734	WATER METER GASKETS
				ACCOUNT TOTAL			353.81			
4304510	62031			METER REPLACEMENT						
003694	FERGUSON US HOLDINGS	0548612	260115	2026 5	INV	P	20,232.10	050826V	168636	WATER METERS AND AC
				ACCOUNT TOTAL			20,232.10			
				ORG 4304510 TOTAL			22,345.84			
510			WATER FUND							
510	11501			WATER SERVICE ACCOUNTS						
051000	WATER REFUNDS	1814462104	0	2026 5	INV	P	77.50	052926V	168860	WATER RFD 4621 GRAN
051000	WATER REFUNDS	2711440004-2026	0	2026 5	INV	P	25.19	052926V	168861	WATER RFD 4400 GILB
051000	WATER REFUNDS	3730493302	0	2026 5	INV	P	250.00	051526V	168781	WATER RFD 4933 CREE
							352.69			
				ACCOUNT TOTAL			352.69			
				ORG 510 TOTAL			352.69			
	FUND 510 WATER FUND				TOTAL:		215,256.42			

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ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
4401515			ADMINISTRATION-SEWER							
4401515	45475		UNIFORM RENTAL							
004963	SHIRTPRINTING 4U	8362954	260103	2026 5	INV	P	4,014.95	050826V	168663	PW UNIFORMS SHIRTS
004963	SHIRTPRINTING 4U	8362981	0	2026 5	INV	P	294.00	050826V	168663	JACKETS-CHRIS/LOU/J
004963	SHIRTPRINTING 4U	8363020	0	2026 5	INV	P	2,336.95	051526V	168767	PW STAFF POLO SHIRT
							6,645.90			
				ACCOUNT TOTAL			6,645.90			
4401515	50700		EXP REIMBURSE/MTGS EXPENSE							
006367	HILLGROVE TAP LLC	113-032626	0	2026 5	INV	P	92.50	050126V	168588	MAIN BREAK MEALS
006367	HILLGROVE TAP LLC	41-041626	0	2026 5	INV	P	103.25	050126V	168588	MAIN BREAK MEALS
							195.75			
009312	CHICKIES, THE ORIGNL	83-041526	0	2026 5	INV	P	58.69	050126V	168575	MAIN BREAK MEALS
009312	CHICKIES, THE ORIGNL	898817-042426	0	2026 5	INV	P	29.04	050826V	168630	MAIN BREAK MEALS
009312	CHICKIES, THE ORIGNL	899690-042826	0	2026 5	INV	P	170.69	050826V	168630	MAIN BREAK MEALS
009312	CHICKIES, THE ORIGNL	900473-050126	0	2026 5	INV	P	74.35	050826V	168630	MAIN BREAK MEALS
009312	CHICKIES, THE ORIGNL	901294-050426	0	2026 5	INV	P	53.64	051526V	168729	MAIN BREAK MEALS
							386.41			
				ACCOUNT TOTAL			582.16			
4401515	51940		RADIO SERVICES							
000668	VERIZON WIRELESS	6140966010	0	2026 5	INV	P	152.80	050126V	168610	WIRELESS
				ACCOUNT TOTAL			152.80			
4401515	62030		VEHICLES, EQUIP & FURNITURE							
003475	ENTERPRISE FM TRUST	FBN5633905-001	260032	2026 5	INV	P	266.61	051526V	168738	PW UNIT #1 LOU
003475	ENTERPRISE FM TRUST	FBN5633905-004	260031	2026 5	INV	P	177.97	051526V	168738	PW UNIT 4 F-150
003475	ENTERPRISE FM TRUST	FBN5633905-009	260034	2026 5	INV	P	245.35	051526V	168738	ENTERPRISE LEASE PW
003475	ENTERPRISE FM TRUST	FBN5633905-013	260030	2026 5	INV	P	1,516.43	051526V	168738	PW PETERBILT UNIT 1
003475	ENTERPRISE FM TRUST	FBN5633905-016	260033	2026 5	INV	P	267.27	051526V	168738	ENTERPRISE LEASE PW
003475	ENTERPRISE FM TRUST	FBN5633905-030	260035	2026 5	INV	P	179.42	051526V	168738	ENTERPRISE LEASE PW
							2,653.05			
				ACCOUNT TOTAL			2,653.05			
				ORG 4401515 TOTAL			10,033.91			
4402515			SEWER MAINTENANCE/REHAB							
4402515	50336		ENGINEERING STUDIES							
007398	LOWER DESPLAINES WAT	1123	260105	2026 5	INV	P	2,304.00	050126V	168596	AGENCY MEMBERSHIP
				ACCOUNT TOTAL			2,304.00			

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2026/5 TO 2026/5

ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
4402515 53100				DISPOSAL SERVICES						
013293	TEKLAB, INC	342459	0	2026 5	INV	P	120.00	050126V	168606	METALS, SOLID
				ACCOUNT TOTAL			120.00			
4402515 53210				ELECTRICITY						
002371	COMMONWEALTH EDISON	4201974000-2604	0	2026 5	INV	P	222.61	050826V	168631	4201974000 03/19-04
				ACCOUNT TOTAL			222.61			
4402515 55151				TOOLS						
006036	PNC BANK	X9531-040426	0	2026 5	INV	P	39.98	050826V	168659	HYDRANT HOSE ADAPTE
				ACCOUNT TOTAL			39.98			
4402515 55354				SAND AND GRAVEL						
006219	HEIDELBERG MATERIALS	44758649	0	2026 5	INV	P	2,146.55	050826V	168643	BACKFILL
				ACCOUNT TOTAL			2,146.55			
4402515 62025				SEWER SYSTEM						
000473	ANCHOR HEAVY CIVIL	AHC.2026.INV.0034	0	2026 5	INV	P	11,131.89	050126V	168568	MANHOLE REPLACEMENT
				ACCOUNT TOTAL			11,131.89			
				ORG 4402515 TOTAL			15,965.03			
515			SEWER FUND							
515 20200				ACCOUNTS PAYABLE						
004673	SUBURBAN GENERAL	26-02	0	2026 5	INV	P	194,764.58	051526V	168772	SANITARY SEWER POIN
				ACCOUNT TOTAL			194,764.58			
				ORG 515 TOTAL			194,764.58			
FUND 515 SEWER FUND				TOTAL:			220,763.52			

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2026/5 TO 2026/5

ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
2501525			STORMWATER BOND & INTEREST						
2501525 81624			GO ALT REV SERIES 2025 INT						
002528 AMALGAMATED BANK	1858346003-2606	0	2026 5	DIR	P	124,359.38	052726W	491	Wire-GO BONDS SRS 2
			ACCOUNT TOTAL			124,359.38			
			ORG 2501525 TOTAL			124,359.38			
4402525			SEWER MAINTENANCE/REHAB						
4402525 50332			INSPECTION ENGINEERING						
001652 BURKE, CHRISTOPHER B	210182	0	2026 5	INV	P	19,554.55	051526V	168725	SPDL DRNG IMPROVEME
			ACCOUNT TOTAL			19,554.55			
			ORG 4402525 TOTAL			19,554.55			
FUND 525 STORMWATER FUND				TOTAL:		143,913.93			

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2026/5 TO 2026/5

ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
4202590			B/N MUNICIPAL SERVICES							
4202590	52000		HOUSEKEEPING MAINTENANCE							
013098	SW CLEANING SERVICE	26-04-184	260119	2026 5	INV	P	608.00	050826V	168665	JANITORIAL BUILDING
			ACCOUNT TOTAL				608.00			
4202590	53200		UTILITIES							
002371	COMMONWEALTH EDISON	1401173000-2604	0	2026 5	INV	P	670.42	050826V	168631	1401173000 03/19-04
002371	COMMONWEALTH EDISON	1522841222-2604	0	2026 5	INV	P	161.14	050826V	168631	PROSPECT PEDX 03/19
002371	COMMONWEALTH EDISON	3759021222-2604	0	2026 5	INV	P	739.57	050826V	168631	3759021222 03/19-04
002371	COMMONWEALTH EDISON	5314084000-2604	0	2026 5	INV	P	67.93	050826V	168631	5314084000 03/19-04
002371	COMMONWEALTH EDISON	8224414000-2604	0	2026 5	INV	P	54.90	050826V	168631	8224414000 03/19-04
							1,693.96			
014160	VILLAGE OF WESTERN S	1517091400-2512	0	2026 5	INV	P	66.00	052226V	168819	BN WATER 10/15-12/1
014160	VILLAGE OF WESTERN S	1517091400-2602	0	2026 5	INV	P	94.00	052226V	168819	BN WATER 12/15/25-0
014160	VILLAGE OF WESTERN S	1517091400-2604	0	2026 5	INV	P	66.00	052226V	168819	BN WATER 02/13-04/1
							226.00			
			ACCOUNT TOTAL				1,919.96			
			ORG 4202590 TOTAL				2,527.96			
FUND 590	BURLINGTON NORTHERN			TOTAL:			2,527.96			

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2026/5 TO 2026/5

ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
690			PAYROLL							
690	20611			DENTAL INSURANCE						
002864	DELTA DENTAL PLAN OF	2036947	0	2026	5	INV	P	5,375.92	052926V	168837 DENTAL INS 6/26
002866	DELTA DENTAL INS CO	BE007062538	0	2026	5	INV	P	38.28	052926V	168836 DENTAL INS 6/26
				ACCOUNT TOTAL				5,414.20		
690	20612			LIFE INSURANCE						
002852	DEARBORN LIFE INS CO	VF029673-1-2606	0	2026	5	INV	P	995.79	052926V	168834 LIFE/AD&D & VISION
				ACCOUNT TOTAL				995.79		
690	20613			HEALTH INS - HMO COVERAGE						
001300	BLUE CROSS-BLUE SHIE	271883-2606	0	2026	5	INV	P	197,398.51	051526V	168721 HEALTH INS 06.26
				ACCOUNT TOTAL				197,398.51		
690	20616			CAFETERIA PLAN-MEDICAL						
006507	AMERIFLEX CLAIMS	May 2026	0	2026	5	INV	P	4,478.58	052226PR	168784 May 2026
				ACCOUNT TOTAL				4,478.58		
690	20618			UNION DUES - POLICE DEPT						
000715	METROPOLITAN ALLIANC	May 2026	0	2026	5	INV	P	564.00	052226PR	168785 May 2026
000715	METROPOLITAN ALLIANC	May 26	0	2026	5	INV	P	235.00	052226PR	168786 May 2026 Union Dues
								799.00		
				ACCOUNT TOTAL				799.00		
690	20620			UNION DUES - LOCAL700 TEAMSTER						
013290	TEAMSTERS LOCAL 700	May 2026	0	2026	5	INV	P	537.00	052226PR	168788 May 2026
				ACCOUNT TOTAL				537.00		
690	20622			ADDITIONAL LIFE INSURANCE						
001719	NCPERS GROUP LIFE IN	May 2026	0	2026	5	INV	P	64.00	052226PR	168787 May 2026 ADDL Life
002852	DEARBORN LIFE INS CO	VF029673-1-2606	0	2026	5	INV	P	1,369.81	052926V	168834 LIFE/AD&D & VISION
				ACCOUNT TOTAL				1,433.81		
690	20626			CAF PLAN-DEPENDENT CARE						
006507	AMERIFLEX CLAIMS	May 2026	0	2026	5	INV	P	1,111.12	052226PR	168784 May 2026
				ACCOUNT TOTAL				1,111.12		
690	20627			AFLAC SUPPLEMENTAL INS						
000275	AFLAC	066085	0	2026	5	INV	P	177.94	052926V	168826 Y0623 SUPPLEMENTAL
000275	AFLAC	798355	0	2026	5	INV	P	177.94	050826V	168618 Y0623 SUPPLEMENTAL

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2026/5 TO 2026/5

ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
						355.88			
			ACCOUNT TOTAL			355.88			
690 20631			VISION INSURANCE						
002852	DEARBORN LIFE INS CO VF029673-1-2606	0	2026	5	INV P	804.79	052926V	168834	LIFE/AD&D & VISION
			ACCOUNT TOTAL			804.79			
			ORG 690 TOTAL			213,328.68			
FUND 690 PAYROLL			TOTAL:			213,328.68			

** END OF REPORT - Generated by Denise Bruton **