



AGENDA

PROPERTIES AND RECREATION COMMITTEE

Properties and Recreation Committee: July 8, 2026 at 5:40 PM
Village Hall 740 Hillgrove Avenue, Western Springs, IL 60558

A. Call to Order

B. Approval of Minutes

1. Meeting Minutes from June 15, 2026

C. Public Comment

D. New Business

1. Recreation Center HVAC Repairs
2. Agreement with United Door & Dock for the 2026 Overhead Door Repairs
3. 2026 Recreation Center Fence Installation and Replacement Project
4. Change Order for the 2026 Janitorial Maintenance Services Contract
5. Fiscal Year 2027 Budget

E. Other Business

F. Schedule Next Committee Meeting

G. Adjournment

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

Properties and Recreation Committee Meeting Minutes

Monday, June 15, 6:20 PM

Village Board Room

740 Hillgrove Western Springs, IL 60558

Call to Order: 6:33 PM

Chair-Trustee Phil Nawrocki Presiding

Committee Members Present: Trustee Nicole Chen

Ex-Officio Member Village President Heidi Rudolph

Staff Present

Casey Biernacki, Deputy Village Manager

Ellen Baer, Village Manager

Matthew Supert, Director of Municipal Services

Daisy Chavez, Human Resources Manager

Jill Izzo, Deputy Village Clerk

Others

None.

Roll Call

As noted above.

Approval of Minutes:

Chairperson Phil Nawrocki motioned to approve the May 4, 2026 Properties and Recreation meeting minutes, second by Member Trustee Chen. Motion passed unanimously on a voice vote.

Public Comment: None

New Business:

Contract with NPN Flooring for the 2026 Flooring Replacement Project

Municipal Services Director Supert reported the Village issued a bid for 2026 flooring replacement and received a total of 5 bids. The work will include flooring replacement at the Recreation Center and Public Works. NPN Carpet Installation doing business as NPN Flooring was the lowest bidder.

Trustee Nawrocki made a motion to recommend to the Village Board the approval of a Contract with NPN Flooring for the 2026 Flooring Replacement Project, seconded by Trustee Chen. Motion passed unanimously on a voice vote.

Contract with Futurity 19 for the 2026 Painting Project

Municipal Services Director Supert reported the Village issued a bid for painting of the Water Plant and Train Depot and received a total of 2 bids. Futurity 19, Inc. was the lowest bidder.

Trustee Nawrocki made a motion to recommend to the Village Board the approval of a Contract with Futurity 19, Inc. for the 2026 Painting Project, seconded by Trustee Chen. Motion passed unanimously on a voice vote.

Waive the Competitive Bidding Process and approve a Contract through Equalis with Johnson Controls Inc. for HVAC Control Upgrades

Municipal Services Director Supert discussed a bid waiver and approval of a contract with Johnson Controls Inc for HVAC Control Upgrades. In 2024, the Village attempted to bid this project out twice. The project was anticipated to be completed in 2025, but the Contractor ultimately requested to be released from the project citing they would not be able to complete the project as bid.

This year, the Village approached Johnson Controls, Inc directly through Equalis contracting.

Trustee Nawrocki made a motion to recommend to the Village Board to Waive the Competitive Bidding Process and approve a Contract through Equalis with Johnson Controls Inc. for HVAC Control Upgrades, seconded by Trustee Chen. Motion passed unanimously on a voice vote.

Other Business:

None other business.

Schedule for the Next Committee Meeting

The next Properties & Recreation Committee meeting will be scheduled in tandem with the General Government Committee meeting and will be determined at a later time.

Adjourn

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

Meeting adjourned at 6:45 PM.



AGENDA ITEM SUMMARY

PROPERTIES AND RECREATION COMMITTEE

Properties and Recreation Committee: July 8, 2026

AGENDA ITEM D.1.

To: Properties and Recreation Committee

From: Casey Biernacki, Deputy Village Manager

CC: Ellen Baer, Village Manager, Nancy Flores, Interim Director of Recreation, John Mastandona, Director of Finance

RE: Recreation Center HVAC Repairs

Recommendation

No recommendation is necessary as the Finance Committee will review for consideration.

Summary

The Recreation Center HVAC unit was inspected in April by the YMI Group, the Village's HVAC contractor. During this inspection, a leaky coil and condenser were identified. The contractor attempted to patch the leak; however, it was concluded that both parts needed replacement. The YMI Group submitted a quote for the complete repair of the unit, which included the use of a crane to lift the replacement parts to the rooftop. The total cost of the repair was \$16,425, which was authorized by Manager Baer to ensure adequate HVAC service for the summer months. The repairs were completed in early June.

This repair was unexpected and not budgeted for 2026, necessitating the need for a budget amendment. This item will also be presented to the Finance Committee for consideration.

Financial Impact

Account 6603210 60015 (Building Improvements)

Fund Recreation Fund (Building Services)

2026 Budget \$0.00

Project Cost \$16,424

Recommended Motion

N/A

Strategic Plan Alignment

- Infrastructure Improvements

File Attachments

1. YMI Group Recreation Center HVAC Repairs - Approved Quote

2. Budget Amendment - Recreation Center HVAC Repair

Reg 26136



Quality Without Compromise

William Tomczyk
Village of Western Spring-Rec Center
1500 Walker St
Western Springs, IL 60558

14979

March 26th, 2026

660321060015

Project-E-1235-Condenser Coil Replacement

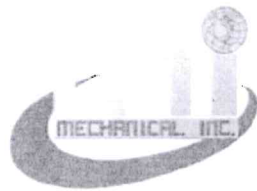
Dear William Tomczyk,

Thank you for the opportunity to be of service. Please review our proposal to complete the below listed work.

If you have any questions or concerns, please do not hesitate to reach out to me.

Best Regards,

Jewana Mando
Service Coordinator



Quality Without Compromise

Project- E-1235-Condenser Coil Replacement

Our Scope of Work is as Follows:

1. Shut down system and perform lockout tag-out procedures.
2. Disconnect and isolate all electrical connections as needed for removal of parts.
3. Remove existing condenser coil
4. Furnish and install One (1) New Condenser coil assembly.
5. Re-connect and furnish and install as needed all existing high/low electrical.
6. Verify correct operation per manufacture specs
7. This proposal is only good for (30) days
8. 7-10 Days lead time.

Total

Option One without Crane: \$13,380.00

Option Two with Crane: \$16,425.00

Acceptance (Customer)

Approval (YMI Representative)

By *CM* Date 04/16/2026

YMI Jewana Mando Date 03-26-2026

Warranty Information:

Delivery:

Payment Terms: Net 30 Days

Exclusions/Explanations:

Up to 5 LBS of R410A is included

This proposal is only good for (30) days.

All material is guaranteed to be as specified. All work is to be completed in a professional manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Work to be done by others: All necessary permits. All patching and painting. Any other work performed by The YMI Group arising from unforeseen conditions and not proposed in this agreement will be billed on a time and material basis. The YMI Group is not responsible for the conditioning of existing equipment, valves, piping etc. Any repairs all materials furnished by The YMI Group carry a one year limited warranty with all additional manufacturer's warranty. Limited warranty does not cover dirty filters, dirty coils, blown fuses nor off switches. The YMI Group carries full insurance including Workers Compensation and two million dollars Contractor's Liability. Overdue on payment, The YMI Group shall be entitled to interest at a rate of 1.5% per month or the maximum permitted by the State of Illinois, and also to avail itself of any

VILLAGE OF WESTERN SPRINGS BUDGET TRANSFER/AMENDMENT FORM						FINANCE USE ONLY:	
Requested by: <u>Casey Biernacki</u>						APPROVED:	
Date: <u>06/09/26</u>							
FROM ACCOUNT: (decrease)			TO ACCOUNT: (increase)			Village Manager _____ Da	
NUMBER	DESCRIPTION	AMOUNT	NUMBER	DESCRIPTION	AMOUNT	Dir of Support Svcs _____ Dat	
			6603210-60015	Bldg & Bldg Improvements	\$16,425		
REASON:			REASON: HVAC coil and condensor failed and required replacement. Funds not available.			DATE ENTERED	
						____/____/____	
						By: _____	
NUMBER DESCRIPTION AMOUNT			NUMBER DESCRIPTION AMOUNT			Resolution Required:	
REASON:			REASON:			Yes _____	
						Resolution # _____	
						No _____	
NUMBER DESCRIPTION AMOUNT			NUMBER DESCRIPTION AMOUNT			Budget Transfer #	
REASON:			REASON:			Page _____ of _____	
NUMBER DESCRIPTION AMOUNT			NUMBER DESCRIPTION AMOUNT				
REASON:			REASON:				
NUMBER DESCRIPTION AMOUNT			NUMBER DESCRIPTION AMOUNT				
REASON:			REASON:				



AGENDA ITEM SUMMARY

PROPERTIES AND RECREATION COMMITTEE

Properties and Recreation Committee: July 8, 2026

AGENDA ITEM D.2.

To: Properties and Recreation Committee

From: Diana Puga, Municipal Services Coordinator

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

RE: Agreement with United Door & Dock for the 2026 Overhead Door Repairs

Recommendation

Consider a recommendation to approve a contract with the lowest cost, qualified, and responsive bidder United Door and Dock, LLC, for the 2026 Overhead Garage Door repair project for an amount not to exceed \$55,806.00.

Summary

On June 11, 2026, the Village issued a Request for Bids for overhead garage door repair services. On June 25, 2026, the Village received a total of three (3) bids. The base bid consisted of repairs to fourteen (14) doors, including replacement of springs, cables, etc. The bid also included an alternate for the replacement of fourteen (14) operators. A summary of the bids is as follows:

Location	United Door & Dock	Door Systems ASSA ABLOY US, Inc.	DH Pace Company, Inc.
Base Bid - Repairs (14 Doors)	\$55,806.00	\$82,761.00	\$96,250.00
Alternate Bid - Operators (14 Doors)	\$55,300.00	\$71,044.00	\$42,500.00
TOTAL	\$111,106.00	\$153,805.00	\$138,750.00

After a review of the bids and available budget, staff recommends approving the base bid, for a total of \$55,806.00. The lowest cost and most qualified responsive bid is United Door and Dock, LLC. Staff conducted a reference check and is confident United Door and Dock will be able to complete the project to the Village's specifications.

The project exceeds the budgeted amount by \$5,806.00. However, staff does not anticipate needing an amendment or transfer, considering there are additional miscellaneous funds.

Financial Impact

Account	Capital
Fund	4104310 60020

2026 Budget \$50,000.00

Project Cost \$55,806.00

Recommended Motion

I move to recommend to the Village Board the approval of a contract with the lowest cost, qualified, and responsive bidder, United Door and Dock, LLC for the 2026 Overhead Garage Door repair project for an amount not to exceed \$55,806.00.

Strategic Plan Alignment

Infrastructure Improvements

File Attachments

1. United Door and Dock Bid



CONTRACT REQUIREMENTS FOR
2026 OVERHEAD GARAGE DOOR
REPAIRS RFB
JUNE 25TH, 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 Overhead Garage Door Repairs RFB**

Bids will be received until **10:00 AM**, Prevailing Local Time on **Thursday, June 25, 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.

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 June 11, 2026

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

II. Instructions to Bidders

VILLAGE OF WESTERN SPRINGS

DATE: June 11, 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 Overhead Garage Door Repairs 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 **June 25, 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 Overhead Garage Door Repairs 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 August 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.

6-25-26
Date

UNITED DOCK & DOCK
Proposed Contractor (Bidder)

Kimberley Mancew
Witness

IV. Bid Schedule

Contact Information

All questions concerning this Request for Bids shall be directed to Diana Puga at dpuga@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 Overhead Garage Door Repairs 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:	June 11, 2026
Bid Questions Due	12:00 PM on June 18, 2026
Bids Due Date:	10:00 AM on June 25, 2026
Village Board Selection of Qualified, Responsive Consultant:	July 13, 2026
Begin Contract:	August 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
Repairs (14 Doors)	\$ 55,806.00

ALTERNATE BID

Location	Total
Operators (14 Doors)	\$ 55,300.00

**Prices should be inclusive of all labor and costs associated and necessary to complete the project.*

Name of Bidder: UNITED DOOR & DOCK
Address: 380 Windy Point DRIVE Glendale Heights IL 60139
Telephone No. (847) 366-4888 Fax No. NA
Signature: [Signature]
Name and Title: (Please Print) Marshall Scott Account Manager
E-Mail: (Please Print) marshall@unitedIL.com
Date: 6-25-26

References

Name of Organization: CITY OF ELGIN
Year of Contract: 2022 - 2026
Contact Name: Vanessa Scott
Telephone No: (847) 931-5652
Email Address: Vanessa.Scott@elginil.com

Name of Organization: (ISTHA) ILLINOIS STATE AUTHORITY
Year of Contract: 2021 - Present
Contact Name: MIKE LOPRESTI
Telephone No: (630) 297-5194
Email Address: MLOPRESTI@getipass.com

Name of Organization: (IDOT) ILLINOIS DEPARTMENT OF TRANSPORTATION
Year of Contract: 2022 to present
Contact Name: Rafael Gomez
Telephone No: (847) 846-2790
Email Address: DOT.DI.ServiceContracts@Illinois.gov

Name of Organization: METRA
Year of Contract: 2021 - present
Contact Name: Sean Holmes
Telephone No: (312) 459-4202
Email Address: sholmes@metrarr.com

Name of Organization: Village of Schaumburg
Year of Contract: 2024 - present
Contact Name: Dan Salazar
Telephone No: (847) 923-6631
Email Address: Na

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

Mike Kerley 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.

United Door and Dock LLC
Contractor

DATED: 6/25/26

ATTEST:



EXCEPTIONS TO THIS BID (THIS PAGE
MUST ACCOMPANY BID)

Exhibit A

Agreement

This Agreement (the "Agreement") made this the ____ day of **July** 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 OVERHEAD GARAGE DOOR REPAIRS RFB as set forth in the contract requirements, a copy of which is attached here to as exhibit 1 dated June 25, 2026, and as agreed to in the Contractor's Bid dated June 25, 2026.
2. The Contractor agrees to commence the Work after **August 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 OVERHEAD GARAGE DOOR REPAIRS RFB for a total dollar amount not to exceed THOUSAND AND NO/100 DOLLARS (\$_____) in accordance with the Contractor's Bid dated **June 25, 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 **June 11, 2026**.
 - B. Instructions to Bidders dated **June 11, 2026**.
 - C. Contractor's Bid dated **June 25, 2026**.

- D. Contractor's bid bond submitted by _____ in the amount of \$500 dated **June 25, 2026**.
- F. General Specifications and all additional provisions **June 25, 2026**.
- G. Contractor's Drug Free Workplace Certification dated **June 25, 2026**.
- H. Contractor's Certification Regarding Non-Payment of Compensation dated **June 25, 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: _____
(Name and Title)

By: _____
Heidi Rudolph, Village President

*Corporate Seal of corporation

*Village Seal

Attest:

By: _____
(Name and Title)

By: _____
Elaine Haeske, Deputy Village Clerk

V. Contract Provisions

Scope of Services

The Village seeks a firm to perform repairs to 14 of the 16 MFG Clopay overhead garage doors located at the Public Works Garage (1440 Hillgrove Avenue). Repairs may consist of replacing rusted lower door panels, springs over the doors, cables, rollers, and brackets and hinges on the lower door. Doors range in size from 12 FT. (12'x24"), 14 FT. (14'x24"), and 16 FT. (16'x25").

Scope of Work by Door

Work for the doors shall be as follows:

1. Door No. 2 (16 FT)
 - One (1) lower panel with brackets and hinges
 - Cable and Springs
2. Door No. 3 (16 FT)
 - Two (2) lower panels with brackets and hinges
3. Door No. 4 (16 FT)
 - Two (2) lower panels with brackets and hinges
 - Cable and Springs
4. Door No. 5 (16 FT)
 - One (1) lower panel with bracket and hinges
 - Cable and Springs
5. Door No. 6 (12 FT)
 - One (1) lower panel with bracket and hinges
 - Cable and Springs
6. Door No. 7 (12 FT)
 - One (1) lower panel with bracket and hinges
 - Cable and Springs
7. Door No. 8 (12 FT)
 - One (1) lower panel with bracket and hinges
 - Cable and Springs
8. Door No. 9 (12 FT)
 - One (1) lower panel with bracket and hinges
 - Cable and Springs

9. Door No. 10 (12 FT)
 - One (1) lower panel with bracket and hinges
 - Cable and Springs
10. Door No. 11 (12 FT)
 - One (1) lower panel with bracket and hinges
 - Cable and Springs
11. Door No. 13 (16 FT)
 - Two (2) lower panels with brackets and hinges
 - Cable and Springs
12. Door No. 14 (16 FT)
 - Three (3) lower panels with brackets and hinges
 - Cable and Springs
13. Door No. 15 (16 FT)
 - Two (2) lower panels with brackets and hinges
 - Cable and Springs
14. Door No. 16 (14 FT)
 - One (1) lower panel with bracket and hinges
 - Cable and Springs

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 site; and
- (c) Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation, maintenance or replacement in the course of work.

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

Right to Audit

The Contractor shall maintain such financial records and other records as may be prescribed by the Village of Western Springs or by applicable federal and state laws, rules, and regulations. The Contractor shall retain these records for a period of five years after final payment, or until they are audited by the Village, 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.

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

Attest _____ 

EXHIBIT B

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

I, Mike Kerley, having being first

duly sworn, depose and state that I am the

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

and the authorized agent of United Door and Dock LLC, 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 Overhead Garage Door Repairs 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 Rights' Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
 - 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: Mike Kertey, President
Title: Authorized Agent of Contractor

Subscribed and Sworn To
Before Me This 25th Day
Of June, 2021

Kimberley Marasco
Notary Public

Notary Public

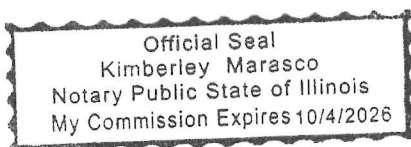


Exhibit C**CHANGE ORDER NO.:**

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

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

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

Description:

Attachments:

Change in Contract Price	Change in Contract Times [State Contract Times as either a specific date or a number of days]
Original Contract Price: \$ _____	Original Contract Times: Substantial Completion: _____ Ready for final payment: _____
[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: _____



AIA[®] Document A310[™] - 2010

Bid Bond

Bond No: CIC1978658B

CONTRACTOR:

(Name, legal status and address)

United Door and Dock, LLC
380 Windy Point Dr.
Glendale Heights, IL 60139

SURETY:

(Name, legal status and principal place of business)

Capitol Indemnity Corporation
1600 Aspen Commons
Middleton, WI 53562

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

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

OWNER:

(Name, legal status and address)

Village of Western Springs
740 Hillgrove Ave.
Western Springs, IL 60558

BOND AMOUNT:

10% of total amount of bid not to exceed: Six Thousand, Six Hundred Ninety Seven and 00/100 Dollars (\$6,697.00)

PROJECT:

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

Repair of Overhead Sectional Doors

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

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

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

Signed and sealed this 25th day of June, 2026

(Witness)

United Door and Dock, LLC

(Principal)

(Seal)

(Title), Managing Member

Capitol Indemnity Corporation

(Surety)

(Seal)

(Title)

Jeremy J. Crawford, Attorney-In-Fact



CAPITOL INDEMNITY CORPORATION
POWER OF ATTORNEY

CIC1978658B

Bond Number

KNOW ALL MEN BY THESE PRESENTS, That the **CAPITOL INDEMNITY CORPORATION**, a corporation of the State of Wisconsin, having its principal offices in the City of Middleton, Wisconsin, does make, constitute and appoint

-----JEREMY J. CRAWFORD; WILLIAM J. NEMEC; MICHAEL D. WILLIAMS-----

its true and lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf, as surety, and as its act and deed, any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of

----- ALL WRITTEN INSTRUMENTS IN AN AMOUNT NOT TO EXCEED: \$20,000,000.00 -----

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of **CAPITOL INDEMNITY CORPORATION** at a meeting duly called and held on the 15th day of May, 2002.

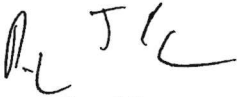
"RESOLVED, that the President, Executive Vice President, Vice President, Secretary or Treasurer, acting individually or otherwise, be and they hereby are granted the power and authorization to appoint by a Power of Attorney for the purposes only of executing and attesting bonds and undertakings, and other writings obligatory in the nature thereof, one or more resident vice-presidents, assistant secretaries and attorney(s)-in-fact, each appointee to have the powers and duties usual to such offices to the business of this company; the signature of such officers and seal of the Company may be affixed to any such power of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company, and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking or other writing obligatory in the nature thereof to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any of said officers, at any time."

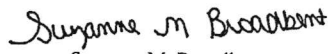
In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner - Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

IN WITNESS WHEREOF, the **CAPITOL INDEMNITY CORPORATION** has caused these presents to be signed by its officer undersigned and its corporate seal to be hereto affixed duly attested, this 1st day of January, 2020.

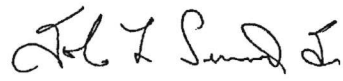
Attest:


Ryan J. Byrnes
Senior Vice President,
Chief Financial Officer and Treasurer


Suzanne M. Broadbent
Assistant Secretary



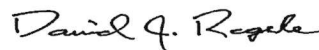
CAPITOL INDEMNITY CORPORATION


John L. Sennott, Jr.
Chief Executive Officer and President

STATE OF WISCONSIN }
COUNTY OF DANE } S.S.:

On the 1st day of January, 2020 before me personally came John L. Sennott, Jr., to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is Chief Executive Officer and President of **CAPITOL INDEMNITY CORPORATION**, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.



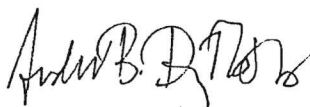

David J. Regele
Notary Public, Dane Co., WI
My Commission Is Permanent

STATE OF WISCONSIN }
COUNTY OF DANE } S.S.:

I, the undersigned, duly elected to the office stated below, now the incumbent in **CAPITOL INDEMNITY CORPORATION**, a Wisconsin Corporation, authorized to make this certificate, **DO HEREBY CERTIFY** that the foregoing attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at the City of Middleton, State of Wisconsin this 25th day of June, 2026




Andrew B. Diaz-Matos
Senior Vice President, General Counsel and Secretary

THIS DOCUMENT HAS BEEN GENERATED FOR A SPECIFIC BOND. IF YOU HAVE ANY QUESTIONS CONCERNING THE AUTHENTICITY OF THIS DOCUMENT CALL 800-475-4450.



AGENDA ITEM SUMMARY

PROPERTIES AND RECREATION COMMITTEE

Properties and Recreation Committee: July 8, 2026

AGENDA ITEM D.3.

To: Properties and Recreation Committee

From: Diana Puga, Municipal Services Coordinator

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

RE: 2026 Recreation Center Fence Installation and Replacement Project

Recommendation

Recommendation pending bid opening, bids are due and will be opened on Thursday, July 9, 2026, and staff anticipates a recommendation for the Village Board during the July 13th Board meeting.

Summary

The Village has received an increasing number of reports of wildlife sightings on the Recreation Center property. To help reduce these occurrences and ensure the safety of Recreation staff, tenants, and children, the Village issued an Invitation to Bid for the installation of a fence at the rear (west property line) of the Recreation Center. The Invitation to Bid also includes an alternate bid for installing a 19-foot section of new fencing and replacing an existing fence on the east side of the building, which has begun to show signs of aging and requires repairs.

The Village issued the Invitation to Bid on Thursday, June 25. A mandatory pre-bid meeting was held on Wednesday, July 1, during which prospective contractors visited the worksites and had the opportunity to ask questions. The bid opening is scheduled for Thursday, July 9. Because this project was not included in the Village's 2026 budget, a budget amendment is anticipated and will be presented to the Village Board when an amount is confirmed.

Financial Impact

Financial impact pending bid results.

Recommended Motion

Motion pending bid results.

Strategic Plan Alignment

Infrastructure Improvements

File Attachments

None



AGENDA ITEM SUMMARY

PROPERTIES AND RECREATION COMMITTEE

Properties and Recreation Committee: July 8, 2026

AGENDA ITEM D.4.

To: Properties and Recreation Committee

From: Diana Puga, Municipal Services Coordinator

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

RE: Change Order for the 2026 Janitorial Maintenance Services Contract

Recommendation

Consider a recommendation to approve Change Order No. 1 for the 2026 Janitorial Maintenance Services Contract, increasing the total contract price from \$92,544 to \$94,644.00.

Summary

On December 15, 2025, the Village Board approved a contract with SW Cleaning Service of Rolling Meadows, Illinois for Janitorial Maintenance Services using Village funds not to exceed \$92,544.00 (R-25-2970).

Earlier this year, the Village requested an additional deep clean of all the facilities, totaling \$2,100.00. The deep clean increased the not-to-exceed contract amount from \$92,544 to \$94,644. A budget amendment was also requested through the Finance Committee to increase the total budgeted amount.

Financial Impact

Account 4104100 52010

Fund General

2026 Budget \$94,644.00 (increase by \$2,100)

Recommended Motion

I move to recommend to the Village Board the approval of Change Order No. 1 for the 2026 Janitorial Maintenance Services Contract, increasing the total contract price from \$92,544 to \$94,644.00.

Strategic Plan Alignment

N/A

File Attachments

1. CHANGE ORDER NO 1 - Janitorial Maintenance Services

CHANGE ORDER NO.:

Owner: Village of Western Springs
Engineer:
Contractor: SW Cleaning
Project:
Contract Name: 2026 Janitorial Maintenance
Services
Date Issued: 12/15/25

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: Increase in contract price for a deep clean of all buildings

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: \$ 92,544.00	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] : \$ N/A	[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: \$ 92,544.00	Contract Times prior to this Change Order: Substantial Completion: _____ Ready for final payment: _____
Increase this Change Order: \$ 2,100	[Increase] [Decrease] this Change Order: Substantial Completion: _____ Ready for final payment: _____
Contract Price incorporating this Change Order: \$ 94,644	Contract Times with all approved Change Orders: Substantial Completion: _____ Ready for final payment: _____

Recommended by Staff (if required)	Accepted by Contractor
By: Diana Puga	_____
Title: Municipal Services Coordinator	_____
Date: 6/29/26	_____
_____	Approved by Funding Agency (if applicable)
By: _____	_____
Title: _____	_____
Date: _____	_____



AGENDA ITEM SUMMARY

PROPERTIES AND RECREATION COMMITTEE

Properties and Recreation Committee: July 8, 2026

AGENDA ITEM D.5.

To: Properties and Recreation Committee

From: Matthew Supert, Director of Municipal Services

CC: Ellen Baer, Village Manager, Casey Biernacki, Deputy Village Manager, Diana Puga, Municipal Services Coordinator

RE: Fiscal Year 2027 Budget

Recommendation

None.

Summary

The fiscal year 2027 budgeting process is beginning. Village staff will review the status of items included in the 2026 budget and begin discussions about strategic priorities and the development of the 2027 budget.

Financial Impact

A detailed report for each account related to the Municipal Services and Recreation Department will be brought to the meeting for review and discussion.

Recommended Motion

None.

Strategic Plan Alignment

Financial Sustainability

File Attachments

None