



AGENDA

PROPERTIES AND RECREATION COMMITTEE

Properties and Recreation Committee: July 29, 2026 at 6:00 PM
Village Hall 740 Hillgrove Avenue, Western Springs, IL 60558

A. Call to Order

B. Approval of Minutes

1. Meeting Minutes from July 8, 2026

C. Public Comment

D. New Business

1. Agreement with Innova Fence for the 2026 Recreation Center Fence Installation and Replacement Project (Omnibus Item)
2. 2026 Fire Sprinkler Repair Project
3. Waive the Competitive Bidding Process and approve a Contract (PW1925) through Omnia Partners with Garland/DBS Inc. for Roofing Supplies and Services
4. Independent Contractor Agreements with Kensington School, Mattix Music, Premier Illinois, Jo's Footwork, and Montessori School of Western Springs
5. Change Order for Recreation Center Office Furniture Additional Purchase

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, July 8, 5:40 PM

Village Board Room

740 Hillgrove Western Springs, IL 60558

Call to Order: 6:03 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

Diana Puga, Municipal Services Coordinator

Daisy Chavez, Human Resources Manager

Others

None.

Roll Call

As noted above.

Approval of Minutes:

Chairperson Phil Nawrocki motioned to approve the June 15, 2026 Properties and Recreation meeting minutes, second by Member Trustee Chen. Motion passed unanimously on a voice vote.

Public Comment: None

New Business:

Recreation Center HVAC Repairs

Deputy Village Manager Biernacki reported that the Village's HVAC contractor discovered a leaky coil and condenser during an inspection in April. A repair was necessary to ensure adequate HVAC service for the summer months. Repairs were completed in June and were authorized by Village Manager Baer in an amount of \$16,425.00.

No action was needed; this was just a report item.

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

Municipal Services Coordinator Puga reported the Village issued a bid for repairs to the overhead garage doors located at Public Works and received a total of 3 bids. United Door and Dock was the lowest bidder.

Trustee Nawrocki made a motion to recommend to the Village Board the approval of a Contract with United Door and Dock for the 2026 Overhead Garage Door Repairs project, seconded by Trustee Chen. Motion passed unanimously on a voice vote.

2026 Recreation Center Fence Installation and Replacement Project

Municipal Services Coordinator Puga reported that due to an increased number of wildlife sighting at the Recreation Center, the Village issued a bid for the installation of a fence near the west property line. The bid was issued on June 25 and would be opened on July 9. The project was not budgeted and would require a budget amendment. Staff anticipated bringing forward a recommendation to the Village Board directly.

Change Order for the 2026 Janitorial Maintenance Services Contract

Municipal Services Coordinator Puga reported on a change order to increase the total not-to-exceed contract amount due to the awarding of a new janitorial maintenance contract after the budget was approved and for a deep cleaning of all buildings under this contract.

Trustee Nawrocki made a motion to recommend to the Village Board the approval of a Change Order 1 for the janitorial maintenance services contract, seconded by Trustee Chen. Motion passed unanimously on a voice vote.

Fiscal Year 2027 Budget

Deputy Village Manager Biernacki and Municipal Services Director Supert provided a high-level report on the upcoming 2027 budgets for the Recreation and Municipal Services departments respectively. Highlights included changes and an expansion of the Forestry program, an ADA assessment of all Village facilities, a Space Needs of the Public Works and Recreation Center, and other facilities upgrades.

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 scheduled on July 29.

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 6:27 PM.

Submitted by:

Diana Puga
Municipal Services Coordinator



AGENDA ITEM SUMMARY

PROPERTIES AND RECREATION COMMITTEE

Properties and Recreation Committee: July 29, 2026

AGENDA ITEM D.1.

To: Properties and Recreation Committee

From: Diana Puga, Municipal Services Coordinator

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

RE: Agreement with Innova Fence for the 2026 Recreation Center Fence Installation

Recommendation

Consider a recommendation to approve a contract with the lowest cost, qualified, and responsive bidder Innova Fence, Inc. for the installation of a fence at the Recreation Center for an amount not to exceed \$35,450.00.

Summary

The Village has received an increasing number of reports of wildlife sightings on the Recreation Center property and ensure the safety of Recreation staff, tenants, and children, the Village issued an Invitation to Bid for the installation of a fence (west property line) of the Recreation Center. The Invitation to Bid also includes an alternate bid for installing a new fence or replacing an existing fence on the east side of the building. Although this section is showing signs of needed replacement at this time.

The Village issued the Invitation to Bid on Thursday, June 25. A mandatory pre-bid meeting was held on Wednesday, July 8, where prospective contractors visited the worksites and had the opportunity to ask questions. On July 9, the Village received 10 bids, of which only four (4) were valid. Because this project required a mandatory walk-through, Tiles in Styles, LLC was not a valid bidder. A summary of the bids is as followed below.

Location	Innova Fence, Inc	Futurity 19, Inc	MBE Fence Inc
Main Fence Installation	\$ 35,450.00	\$ 38,450.00	\$ 38,208.80
Alternate #1: 19 ft Fence Installation	\$ 2,780.00	\$ 3,250.00	\$ 6,203.69
Alternate #2: Replacement of Fencing including Refuse Enclosure	\$ 20,545.00	\$ 14,850.00	\$ 27,675.40
TOTAL	\$ 58,775.00	\$ 56,550.00	\$ 72,088.00

After a review of the available budget, staff recommends approving the base bid; the lowest cost, qualified, responsive bidder Innova Fence, Inc. for \$35,450.00. Because this project was not included in the Village's 2026 budget, a budget amendment is being presented to the Finance Committee meeting being held on August 4. Should the amendment be approved, the item will be presented to the Properties and Recreation Committee for approval.

Staff performed a reference check for Innova Fence, Inc. and the references provided positive feedback regard and workmanship. Staff is confident Innova Fence, Inc., will complete the project to the Village's specifications.

Financial Impact

Account 6603210 60015 (Building Improvements)
Fund Recreation Fund (Building Services)
2026 Budget \$0
Project Cost \$35,450.00 (Budget amendment required)

Recommended Motion

I move to recommend to the Village Board a contract with the lowest cost, qualified, responsive bidder Innova Fence, Inc. for the installation of a fence at the Recreation Center for an amount not to exceed \$35,450.00.

Strategic Plan Alignment

Infrastructure Improvements

File Attachments

1. Innova Fence Bid



2026 Recreation Fence Installation and Replacement RFB
Addendum 1 – July 8, 2026

I. Proposal

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

RE: 2026 Recreation Center Fence Installation and 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 proposal, the undersigned declares that the only persons or parties interested in the proposal as principals are those named herein; and that the proposal is made without collusion with any other person, firm, or corporation.
3. The undersigned further understands and agrees that if this proposal is accepted, the undersigned is to furnish and provide all necessary equipment, machinery, tools, apparatus and other means of maintenance, and to do all of the work and perform all the services, and to furnish all of the materials specified in the bid documents in the manner and at the time therein prescribed, and in accordance with the requirements therein set forth.
4. The undersigned further agrees to execute an Agreement for this work and present the same to the Village within seven (7) days after the date of notice of the award of the Agreement to the Contractor.
5. The undersigned further agrees that they and their surety will execute and present within seven (7) days after the date of notice of the award of Agreement the performance and labor and materials payment bonds in a form satisfactory to the Village of Western Springs, in the amount of one hundred percent (100%) of the contract sum guaranteeing the faithful performance of the work in accordance with the terms of the bid documents.
6. The undersigned further agrees to be available to begin work on or after July 14 and must be completed within 30 days of receiving the Notice to Proceed, unless otherwise agreed to by the Village, and to prosecute the work in such manner and with sufficient materials, equipment, and labor as will insure the providing of specified service within the time limit specified herein, it being understood and agreed that the providing of the specified service within the time limit and according to the maintenance schedule is an essential part of the Agreement.
7. This proposal is accompanied by a bid bond, bank draft or certified check complying with the requirements of the specifications and directions, made payable to the "Village of Western Springs, Illinois". The amount of the bid security is Five Hundred (\$500.00) Dollars. If this proposal is accepted and the undersigned shall fail to

execute an Agreement and said security as required herein, it is hereby agreed that the amount of the bid bonds shall become the property of the Village, and shall be considered as payment of damages due to delay and other causes suffered by the Village because of failure to execute said Agreement or provide the required performance and payment bonds; otherwise said bid security shall be returned to the undersigned pursuant to the bid documents.

ATTACH BID SECURITY HERE

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

7-6-26
Date

Innova Fence
Proposed Contractor (Bidder)

[Signature]
Witness

II. 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 Recreation Center Fence Installation and 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.

Issue RFB	June 25, 2026
Pre-Submittal Meeting (Mandatory)	9:00 AM on July 1, 2026
Bid Questions Due	3:00 PM on July 3, 2026
Bids Due Date	10:00 AM on July 9, 2026
Village Board Selection of Qualified, Responsive Bidder	July 13, 2026
Begin Contract	After July 13, 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 proposal, hereby agrees to comply with all provisions and requirements of the specifications and contract documents attached hereto. This proposal shall remain in force and effect for a twelve (12) month period from start date.

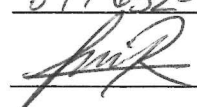
BASE BID

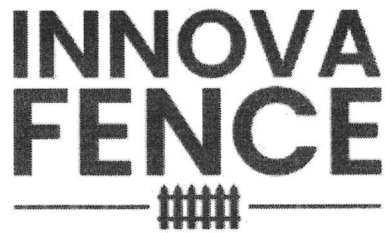
Location	Total
Main Fence Installation	\$35,450.00

Alternate Bids

Alternate	Total Bid
Alternate #1: 19 ft Fence Installation	\$2,780.00
Alternate #2: Replacement of Fencing including Refuse Enclosure	\$20,545.00

**All bids, including alternates, should include all costs (i.e. labor, removal, and material costs)*

Name of Bidder: Innova Fence
Address: 3320 Chase Ln Elgin IL 60124
Telephone No. 847-652-1852 Fax No. _____
Signature: 
Name and Title: (Please Print) Juan Escobar Owner
Date: 7-8-26



List of References

- Skokie Park District - Tennis Court Fencing Replacement - \$ 58,797.00 -
Contact: Corrie Guynn | 773.263.0888 Cguynn@skokieparks.org
- Naperville Park District - Springbrook Golf Course Driving Range - \$ 44,096.95 -
Contact: Michael Piszynski | 630.848.5030 mpiszynski@napervilleparks.org
- Village of Steamwood - Project: Municipal Complex Fence - Amount: \$72,318.50 -
Contact: Matt Mann | 630.736.3850 mmann@streamwood.org
- Village of Orland Park - Centennial Park Dugout Fencing - Amount: \$69,360 -
Contact: Harry Torgerson | 708.274.6960 htorgerson@orlandpark.org
- Lombard Park District - 2026 Lombard Ballfield Fencing Project - Amount: \$79,915 -
Contact: Dave Lemar | 630.817.9459 DLemar@LombardParks.com

III. Contract Provisions

Scope of Services

The Village seeks a qualified firm to install a new fence located at the Recreation Center, including the replacement of a 7' section of fence and a 4' wide gate. The scope of services may also include the installation of an additional 19' fence and the replacement of an existing, deteriorating fence and refuse enclosure. The contractor shall provide all necessary documents required for permits and attend a pre-construction meeting with Village staff. The contractor shall be responsible for providing all labor, materials, disposal, and equipment.

Scope of Work by Work Requested

The contractor shall complete the following:

1. Main Fence Installation Site:
 - a. Install approximately 227' LF fence in the rear of the Recreation Center
 - b. Demo and replace a 7' section of fence, including a 4' wide gate
 - c. Backfill existing post holes with compacted earth.
 - d. Auger 18" diameter holes 42" deep for new fence posts.
 - e. Dispose of any existing fencing and footings off site.
2. Alternate 1 – Installation of 19' Fence
 - a. Install approximately 19' LF fence
 - b. Backfill existing post holes with compacted earth.
 - c. Auger 18" diameter holes 42" deep for new fence posts.
 - d. Dispose of any existing fencing and footings off site.
3. Alternate 2 – Replacement of Existing Fence and Refuse Enclosure:
 - a. Demo and replace existing fence and refuse enclosure
 - b. Replace existing enclosure openings, the front should remain consistent with the current size. Install two new 4' double doors in back of the enclosure
 - c. Backfill existing post holes with compacted earth.
 - d. Auger 18" diameter holes 42" deep for new fence posts.
 - e. Dispose of any existing fencing and footings off site.

This area includes a small section of 8' fencing, the enclosure is ~18' x 15' with two existing enclosure doors. The back of the enclosure includes a single door measuring at ~6', the front access includes double doors measuring at ~7.5' each. Images of the enclosure are included at the end of this RFB.

Materials by Work Area/Site

The following are materials listed by work area:

- Main Fence Installation Site:
 - 6' Vinyl Fencing – Galveston Bufftech Privacy PVC, Brazilian Blend
- Alternate 1:
 - 6' Vinyl Fencing – Galveston Bufftech Privacy PVC, Brazilian Blend

- Alternate 2:
 - 6' Vinyl Fencing – Galveston Bufftech Privacy PVC, Brazilian Blend

Scheduling of Work

The contractor shall be required to attend a pre-construction meeting with Village staff.

Term

The term of this contract shall be a one-time contract, ending upon manager sign-off, after the notice to proceed date, unless the contract is terminated pursuant to the terms herein.

General Specifications

Acceptability of Work

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

Applicable Laws and Regulations

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

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

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

Assignment

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

Authority

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

Bidder Investigations

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

Bonds

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

Change in Scope of Work

The Village of Western Springs may order changes in the work consisting of additions, deletions, or other revisions within the general scope of the contract. No claims may be made by the Contractor that the scope of the work or of the Contractor's services has been changed, requiring changes to the amount of compensation to the Contractor or other adjustments to the contract, unless such changes or adjustments have been made by written amendment to the contract approved by the Village Board and the Contractor.

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

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

Collusion among Bidders

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

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

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

Compliance with Freedom Of Information Act Requests

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

The Contractor/Consultant agrees to indemnify and hold harmless the Village from all claims, costs, penalties, losses and injuries (including but not limited to, attorney's fees,

other professional fees, court costs and/or arbitration or other dispute resolution costs) arising out of or relating to its failure to provide the public records to the Village under this Agreement.

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

Compliance with Laws; Employment Discrimination

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

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

Contractor Personnel

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

Debarment

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

Default Clause

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

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

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

\$7,500,000 And over \$1,650

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

Delay

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

Entire Agreement

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

Exceptions

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

Expenses Incurred in Preparing Bid

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

Failure to Deliver

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

Guaranty, Warranties and Representations

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

Indemnity/Hold Harmless Provision

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

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

Independent Contractor

The Vendor is retained by the Village only for the purposes and to the extent set forth in this Contract, and the Vendor's relationship to the Village shall, during the term of this Contract and period of its Work hereunder, be that of an independent contractor based on the following: (a) this Contract is a non-exclusive, independent contractor arrangement; (b) the Vendor, in its discretion, is free to set its schedule regarding the performance of the Work, provided such scheduling and performance of the Work results in the timely and efficient delivery of the Work without interruption of the Village's and its employees' ability to perform their functions and duties; (c) the Vendor will utilize a high level of skill necessary to perform the Work; (d) the Vendor shall not be considered as having Village employee status, nor shall the Village make any deductions or withhold any sums for the payment of any and all applicable Federal, State, local and other taxes, income taxes or FICA taxes; (e) the Vendor shall not be entitled to receive or participate in any employee plans, benefit programs, retirement plans or related employee benefit arrangements or distributions by the Village pertaining to or in connection with any pension or retirement plans, or any other benefits for the regular employees of the Village; (f) the Vendor shall file all necessary tax returns (Federal, State, county and local) and to make such required deductions and pay all income tax, social security, and any and all other taxes due as an independent contractor in its profession; (g) the Vendor is ineligible to file a claim for unemployment compensation benefits or for workers compensation benefits against the Village and agrees not to file any such claims in the event this Contract is terminated or if it or any of its employees are injured performing any Work; (h) the Vendor agrees to assume all risk of death, illness and injury relative to performing any Work under this Contract; (i) the Vendor shall provide all of its own equipment required for the performance of the Work under this Contract; (j) the Vendor shall retain the right to perform services for others during the term of this Contract so long as the Work: (i) is not inconsistent or incompatible with the Vendor's obligations under this Contract; or (ii) does not violate any provisions of this Contract; (k) the Vendor and its employees shall maintain all applicable certifications, licensure and training as required for its area of expertise and promptly provide copies of such documents upon request by the Village; (l) this Contract shall not render the Vendor, or any its employees, an employee, partner, agent of, or joint venturer with the Village for any purpose; and (m) The Vendor shall comply with the Village's Non-Harassment / Discrimination Policy, a copy of which is incorporated herein by reference.

Insurance Requirements

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

I. MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

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

II. MINIMUM LIMITS OF INSURANCE

Contractor shall maintain limits no less than:

- A. Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. The general aggregate shall be twice the required occurrence limit. Minimum General Aggregate shall be no less than \$2,000,000 or a contract specific aggregate of \$1,000,000.
- B. Business Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
- C. Workers' Compensation and Employers' Liability: Workers Compensation coverage with statutory limits and Employers' Liability limits of \$1,000,000 per accident.
- D. Excess Liability/Umbrella Coverage: \$2,000,000 per occurrence and in the aggregate.

III. DEDUCTIBLES AND SELF-INSURED RETENTIONS

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

IV. OTHER INSURANCE PROVISIONS

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

- A. General Liability and Automobile Liability Coverages
 - 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.

IX. NO PERSONAL LIABILITY.

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

Law and Venue

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

Non-appropriation

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

Oral Statements

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

Outstanding Debt/Fines

The Contractor, per Municipal Code 3-1-1, shall not have outstanding fines or debt with the Village. All bidders must be in good financial standing, and any outstanding fines or debt must be paid prior to the bid opening.

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 their manner or method of execution or non-execution of the work, or caused by defective work or the use of unsatisfactory materials, and such responsibility shall not be released until the work shall have been completed, accepted, and the requirements of the specifications complied with as determined by the Village.

Whenever public or private property is so damaged or destroyed, the Contractor shall, at its own expense, restore such property to a condition equal to that existing before such damage or injury was done by repairing, rebuilding or replacing it as may be directed, or he shall otherwise make good such damage or destruction in an acceptable manner. If the Contractor fails to do so, the Village 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 upon manager sign-off, 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.

Severability

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

Smoking Policies

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

Successors/Assigns

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

Taxes, Benefits and Royalties

The Village of Western Springs is a public body and is exempt from all sales, excise and use taxes and the Village shall supply its sales tax number to the Contractor for its use where appropriate. Each payment by the Village to the Vendor includes all applicable Federal, State and local taxes, fees, surcharges, license fees and tariffs of every kind and nature applicable to the Work, as well as all taxes, contributions, premiums, costs, royalties and fees arising from the use of, or the incorporation into, the Work of patented or copyrighted equipment, materials, supplies, tools, appliances, devices, processes or inventions. All claims or rights to claim additional compensation by reason of the payment of any such tax, contribution, premium, cost, royalty or fee are hereby waived and released by the Vendor.

Termination

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

Unnecessarily Elaborate and Unresponsive Submittals

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

Waivers of Lien

The Village requires for each application for payment a properly completed Contractor's Affidavit setting out, under oath, the name, address and amount due or to become due, of each subcontractor, vendor or party included in that payment. For every party listed, the

Contractor shall also provide a full or partial waiver of lien, as appropriate, before a payment will be made to the Contractor. The Contractor's partial or final waiver of lien must be included. Payment Certificates shall not be issued without such mechanics' lien waivers and Contractor's sworn statements unless they are conditioned upon receipt of such waivers and statements.

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

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

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

Contractor's Drug-Free Workplace Certification

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

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

- (E) Imposing a sanction on, or requiring the satisfactory participation in a drug assistance or rehabilitation program by any employee who is so convicted, as required by Illinois Compiled Statutes, Chapter 127, Act 580, Paragraph 5.
- (F) Assisting employees in selecting a course of action in the event drug counseling treatment and rehabilitation is required and indicating that a trained referral team is in place.
- (G) Making a good faith effort to continue to maintain a drug-free workplace through implementation of this Section.

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

Innova Fence
Contractor
Date: 7-8-26

Attest

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

Innova Fence Juan Escobar 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.

Innova Fence [Signature]
Contractor

DATED: 7-8-26

ATTEST:

[Signature]

EXCEPTIONS TO THIS BID (THIS PAGE
MUST ACCOMPANY BID)

Exhibit A

Agreement

This Agreement (the "Agreement") made this the 9 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 Innova Fence (the "Contractor"). The Village and the Contractor are at times referred herein, individually, as the "Party" and, collectively, as the "Parties".

The Village and Contractor agree as set forth below:

1. For the financial consideration hereinafter set forth, the Contractor agrees to furnish and provide and install all commercially necessary labor, materials, equipment and services and to do all other activities commercially required (the "Work") to complete the 2026 Recreation Center Fence Installation and Replacement 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 Proposal dated July 9, 2026.
2. The Contractor agrees to commence the Work on or after July 14, 2026, and will officially, diligently, and expeditiously conduct the Work in a commercially reasonable manner so as to assure completion within 30 days of the issuance of the Notice to Proceed, unless otherwise agreed to by the Village.
3. The Village shall pay the Contractor for the performance of the Work to complete 2026 Recreation Center Fence Installation and Replacement RFB a total dollar amount not to exceed THOUSAND AND NO/100 DOLLARS (\$ \$8,775.00) in accordance with the Contractor's Proposal dated July 9, 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 however, the financial payments and any penalties associated with late payments due under the Contract shall be paid by the Village only in accordance with the provisions of the Local Government Prompt Payment Act (50 ILCS 505/).
4. The Contractor represents and warrants that it will comply with the applicable state and federal laws concerning prevailing wage rates and all applicable state and federal laws and requirements concerning equal opportunities.
5. This Agreement shall consist of, incorporate and include each of the following contract documents, whether attached hereto or incorporated by reference herein:
 - A. Legal Notice (Advertisement for Bid) published on **June 25, 2026.**
 - B. Instructions to Bidders dated **June 25, 2026.**
 - C. Contractor's Proposal dated **July 9, 2026.**

- D. Contractor's bid bond submitted by Innova Fence in the amount of \$ 60,000 dated **July 9, 2026.**
 - E. General Specifications and all additional provisions **July 9, 2026.**
 - F. Contractor's Drug Free Workplace Certification dated **July 9, 2026.**
 - G. Contractor's Certification Regarding Non-Payment of Compensation dated **July 9, 2026.**
 - H. Exhibit B - Contractor certifications including Certification of Eligibility to Enter into Public Contracts.
 - I. Exhibit C – Change Order Form
 - J. Required Performance and Payment Bonds provided by the Contractor.
 - K. Required Insurance Certificates provided by the Contractor.
 - L. Rider to Contract- General Conditions
- 6. Notice to Proceed With the Work. The Vendor shall commence work under this Contract upon issuance of written Notice to Proceed and the duration of the contract shall be one year or as otherwise stated with a completion date.
 - 7. Independent Contractor Status; Reporting. The Vendor is an IRS Form 1099 independent contractor and not an employee of the Village. To comply with the employer reporting requirements of Public Act 103-0343 (amendments to the Illinois Unemployment Insurance Act regarding the Directory of New Hires, 820 ILCS 405/1801.1), upon execution of this Contract, the Village shall submit the Vendor's name and required information to the Illinois Department of Employment Security.
 - 8. Effective Date. After this Contract has been signed by the Vendor, this Contract shall be deemed dated and become effective on the date that the Village President or the Village Manager signs this Contract.

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

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

Contractor: Innova Fence

Village of Western Springs

By: Juan Escobar owner
(Name and Title)

By: _____
Heidi Rudolph, Village President

*Corporate Seal of corporation

*Village Seal

Attest: [Signature]

By: Sarah Escobar Secretary
(Name and Title)

By: _____
Jill Izzo, Deputy Village Clerk

Exhibit B

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

I, Juan Escobar, having being first

duly sworn, depose and state that I am the

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

and the authorized agent of Innova Fence, which has submitted a proposal to, and is entering into a contract with, the Village of Western Springs for the performance of work in relation to the Recreation Center Fence 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: Inanna Fence
Name: Juan Esquivel
Title: Authorized Agent of Contractor

Subscribed and Sworn To
Before Me This 9th Day
Of July, 2026.

Aldo Leon
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: _____

By: _____
Title: _____
Date: _____

Approved by Funding Agency (if applicable)

Bid Bond



AIA Document A310™ – 2010

CONTRACTOR:

(Name, legal status and address)

INNOVA FENCE LLC
3320 Chase Lane
Elgin, IL 60124

Bid Bond No. OS03679

SURETY:

(Name, legal status and principal
place of business)

Old Republic Surety Company
P.O. Box 1635
Milwaukee, WI 53201-1635

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: Ten Percent of the Bid Amount (10.00% of Bid Amount)

PROJECT:

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

2026 Recreation Center Fence Installation RFB

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

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

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

Signed and sealed this 8th day of July, 2026

(Witness)

(Witness) Karla Heffron

INNOVA FENCE LLC
(Principal)

(Seal)

(Title)

Old Republic Surety Company
(Surety)

(Seal)

(Title) Samuel Duchow, Attorney-in-Fact

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081110



OLD REPUBLIC SURETY COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint: MICHAEL J. DOUGLAS, CHRIS M. STEINAGEL, CHRISTOPHER MATHER KEMP, ROBERT S. DOWNEY, CONNIE SMITH, KORY C. MORTEL, ELIOT MOTU, SAMUEL DUCHOW of HUDSON, WI

its true and lawful Attorney(s)-in-Fact, with full power and authority for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, or black lung bonds), as follows:

ALL WRITTEN INSTRUMENTS

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

RESOLVED that, the president, any vice-president or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

- (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
- (ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or
- (iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 22nd day of September, 2022.

Karen J. Haffner
Assistant Secretary



OLD REPUBLIC SURETY COMPANY

Alan Pavlic
President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 22nd day of September, 2022, personally came before me, Alan Pavlic and Karen J. Haffner, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say: that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.



Kathryn R. Pearson
Notary Public

CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

My Commission Expires: September 28, 2026
(Expiration of notary's commission does not invalidate this instrument)

24-5172

Signed and sealed at the City of Brookfield, WI this 8th day of July, 2026

ORSC 22262 (3-06)

J. RYAN BONDING, INC.



Karen J. Haffner
Assistant Secretary



AGENDA ITEM SUMMARY

PROPERTIES AND RECREATION COMMITTEE

Properties and Recreation Committee: July 29, 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, Casey Biernacki, Deputy Village Manager

RE: 2026 Fire Sprinkler Repair Project

Recommendation

Staff anticipates bringing a recommendation to the Village Board at the August 10, 2026 Board meeting.

Summary

On June 25, the Village issued an Invitation to Bid on Fire System Sprinkler Repairs for various Village facilities. A bid opening was held on July 9, however, the Village received no bids.

After consulting with the Village Attorney, staff began soliciting three (3) quotes directly from potential contractors. At this time, staff have received one (1) quote and received confirmation from two (2) other contractors that they will also provide quotes. These contractors are currently performing site visits.

On April 3rd of this year, the Village completed its annual fire sprinkler inspections for eight Village facilities. Per NFPA 25 Chapter 14 requirements, the facilities are required to complete an internal assessment of each building's fire protection system. This internal assessment is a systematic review for foreign organic or inorganic materials corrosion, scale, and other obstructions that could impair water flow.

In addition to the inspection, additional work will include replacement of outdated pressure gauges and sprinkler heads (estimated 8–12), a hydrostatic pressure test, and internal check valve inspections at each facility. An air leakage and full flow trip test are also proposed for the Grand Avenue Community Center.

Financial Impact

TBD

Recommended Motion

None.

Strategic Plan Alignment

Infrastructure Improvements

File Attachments

None



AGENDA ITEM SUMMARY

PROPERTIES AND RECREATION COMMITTEE

Properties and Recreation Committee: July 29, 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

RE: Waive the Competitive Bidding Process and approve a Contract (PW1925) through Omnia Partners with Garland/DBS Inc. for Roofing Supplies and Services

Recommendation

Consider a recommendation to approve waiving the bidding process and a contract through Omnia Partners with Garland/DBS Inc. for roofing supplies and services.

Summary

The Village budgeted for roofing repairs at Village Hall, the Historic Tower, Public Works, and Fire Station 2 (South Fire Station). To assist with the preparation of the specifications for the roofing repairs, and for the purchase of roofing materials, Village staff are recommending a waiver of the competitive bidding process and approval of a contract with Garland/DBS Inc. for roofing supplies and services through Omnia Partners Purchasing Cooperative Contract #PW1925. The contract was originally awarded in 2019 and expired in 2024, an extension was then granted a renewal through October 14, 2029.

Garland/DBS Inc., has both assisted staff previously in the preparation of bid documents and has performed roof repairs at various Village facilities. Staff anticipates bidding the labor and installation for the project and will present bid results during the September board cycle.

Financial Impact

Recommended Motion

I move to recommend to the Village Board to waive the competitive bidding process and approve a contract through Omnia Partners with Garland/DBS Inc. for roofing supplies and services.

Strategic Plan Alignment

Infrastructure Improvements

File Attachments

1. Omnia Partners Executive Summary- Garland Roofing Materials and Services
2. Amendment 1 - Garland Roofing Materials and Services
3. Contract Awarding - Garland Roofing Materials and Services



ROOFING SUPPLIES AND SERVICES, WATERPROOFING, AND RELATED PRODUCTS AND SERVICES CONTRACT 2019

Executive Summary

Lead Agency: Racine County, Wisconsin

Solicitation: Invitation for Bid #PW1925

IFB Issued: August 7, 2019

Pre-Bid Date: August 15, 2019

Bids Due: September 9, 2019

Bids Received: 2

Awarded to: Garland/DBS, Inc.

Racine County, Wisconsin issued IFB #PW1925 on August 7, 2019 to establish a national cooperative contract for Roofing Supplies and Services, Waterproofing, and Related Products and Services contract.

The solicitation included cooperative purchasing language in Section B. Terms and Conditions, item 5. National Contract:

Subject to its fiduciary and statutory obligations, Racine County, as the Principal Procurement Agency, defined in Attachment B – National Cooperative Contract to be Administered by OMNIA Partners, intends to partner with OMNIA Partners to make the resultant contract (also known as the “Master Agreement” in materials distributed by OMNIA Partners) from this solicitation available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit (“Public Agencies”), through OMNIA Partners’ cooperative purchasing program. Racine County is acting as the contracting agency for any other Public Agency that elects to utilize the resulting Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with OMNIA Partners (a “Participating Public Agency”). Attachment B – National Cooperative Contract to be Administered by OMNIA Partners contains additional information about OMNIA Partners and the cooperative purchasing agreement.

Notice of the solicitation was sent to potential offerors, as well as advertised in the following:

- Racine County, WI website
- Tallahassee Democrat, FL
- Arizona Business Gazette, AZ
- Desert News, UT
- Helena Independent Record, TN
- Houston Community Newspapers, Cy Creek Mirror, TX
- Montgomery Advertiser, AL
- Richmond Times, VA
- Seattle Daily Journal of Commerce, WA
- OMNIA Partners, Public Sector website
- Times Union, NY
- Daily Journal of Commerce, OR
- Herald-News, City of Joliet, Illinois
- Honolulu Star-Advertiser, HI
- Las Vegas Review-Journal, NV
- New Jersey Herald, NJ
- San Bernardino Sun, CA
- The Advocate – New Orleans, LA



- USA Today, nationwide

On September 9, 2019 bids were received from the following:

- CentiMark Corporation
- Garland/DBS, Inc.

Garland/DBS, Inc. was the lowest responsive, responsible, and qualified bidder based on the requirements issued in the IFB. The County Executive, who was granted authority on August 30 2019 by the Racine County Commissioners, approved the contract award. The contract was executed on September 27, 2019 with an effective date of October 15, 2019.

Contract includes:

- Roofing supplies and services, waterproofing, and related products and services.

Term:

- October 15, 2019 to October 14, 2024 with 1 additional 5-year term.

Pricing/Discount:

- Price as stated for all schedules included in the Project Manual.

**ROOFING SUPPLIES AND SERVICES, WATERPROOFING, AND RELATED
PRODUCTS AND SERVICES CONTRACT 2019**

AMENDMENT NO. ONE (1)

This Amendment No. One is effective June 1, 2020 and is to modify the ROOFING SUPPLIES AND SERVICES, WATERPROOFING, AND RELATED PRODUCTS AND SERVICES CONTRACT 2019 agreed upon by Racine County, Wisconsin, 730 Wisconsin Avenue, Racine, Wisconsin 53403 ("County") and Garland/DBS, Inc., 3800 East 91st Street, Cleveland, Ohio 44105 ("Contractor") (hereinafter each a "Party" and collectively referred to as "Parties") on September 27, 2019 ("Contract").

The Parties hereby agree to amend the Contract as follows:

1. WORK:

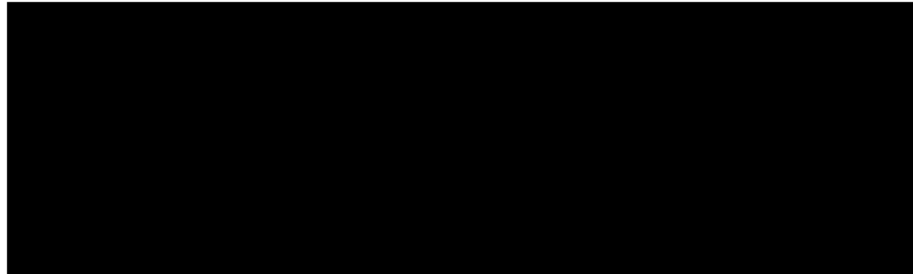
To add products previously unavailable at the time of bid, the County agrees to Contractor making the below items available in the Contract that are within the initial scope of the Contract:

- Product #771-5, Clean-Shield
- Product #1750-5, Clear- Shield
- Product #7775-10, D7 – 10 Gallon Kit
- Product #7775-30, D7 – 30 Gallon Kit
- Product #7775-4, D7 – 4 Gallon Kit

Details of the above products are provided in Attachment A of this Amendment No. One.

2. PRICE:

The County agrees to the following prices of the products added to the Contract:

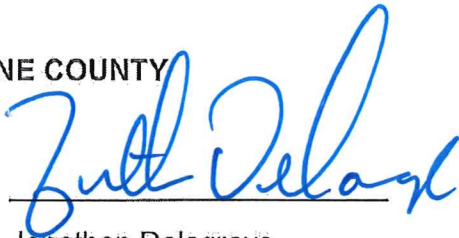


Details of the above product pricing are provided in Attachment A of this Amendment No. One.

ALL OTHER PROVISIONS OF THE CONTRACT SHALL REMAIN IN THEIR ENTIRETY.

RACINE COUNTY

BY:



Jonathan Delagrave
Racine County Executive

DATE: 06-20-2020

BY:



Wendy M. Christensen
Racine County Clerk

DATE: 6/3/2020


6/5/2020

GARLAND/DBS Inc.

BY:



DATE: 06/01/2020

FRANK A. PERCACIANTE
CONTROLLER & AUTHORIZED SIGNER

Date 06-17-2020
Certified to be correct as to form
By 
Racine County Corporation Counsel

REVIEWED BY FINANCE DIRECTOR

 6/2/2020
Sign Date

ROOFING SUPPLIES AND SERVICES, WATERPROOFING, AND RELATED PRODUCTS AND SERVICES CONTRACT 2019

AMENDMENT NO. ONE

Page 2 of 3

**ROOFING SUPPLIES AND SERVICES, WATERPROOFING, AND RELATED
PRODUCTS AND SERVICES CONTRACT 2019**

AMENDMENT NO. ONE (1)

Attachment A

Product #	Product Name	Description	Coverage Rate (Reference Data Sheet)	Unit Size	Price	1% Discount Per OMNIA Partners Contract through Racine County	OMNIA Partners Contract Price
771-5	Clear-Shield	Heavy Duty Non-Toxic Concrete and Masonry Clean - 5 Gallon Pail	gal (Reference Data Sheet)				
1750-5	Clear-Shield	Clear Acrylic Solution Designed to Protect a Roof's Existing Surface	gal (Reference Data Sheet)				
7775-10	D7 - 10 Gallon Kit	Antimicrobial Disinfectant and Chemical Decontaminant, 3-Part Kit	Gallon Depending on Application (Reference Data Sheet)				
7775-30	D7 - 30 Gallon Kit	Antimicrobial Disinfectant and Chemical Decontaminant, 3-Part Kit	Gallon Depending on Application (Reference Data Sheet)				
7775-4	D7 - 4 Gallon Kit	Antimicrobial Disinfectant and Chemical Decontaminant, 3-Part Kit	Gallon Depending on Application (Reference Data Sheet)				



Duane McKinney

Purchasing Coordinator
730 Wisconsin Avenue
Racine, WI 53403
262-636-3700
fax: 262-636-3763
duane.mckinney@racinecounty.com

September 23, 2019

Mr. Frank Percaciante
Mr. Matt McDermott
Garland/DBS
3800 East 91st Street
Cleveland, OH 44105

Dear Mr. Percaciante and Mr. McDermott:

On behalf of Racine County, I would like to formally congratulate Garland/DBS on being selected to provide Roofing Supplies and Services, Waterproofing and Related Products and Services for Racine County and other municipal governments and local public agencies.

Racine County is in the process of preparing a contract to be signed by the required representatives of Racine County and Garland/DBS. Shortly, a draft contract will be forwarded for your review. Upon completion, the final contract will be forwarded for your signature.

Again, congratulations on the award.

If you have any questions, please feel free to contact me at (262) 636-3700.

Sincerely,

Duane McKinney
Purchasing Coordinator



AGENDA ITEM SUMMARY

PROPERTIES AND RECREATION COMMITTEE

Properties and Recreation Committee: July 29, 2026

AGENDA ITEM D.4.

To: Properties and Recreation Committee

From: Casey Biernacki, Deputy Village Manager

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

RE: Independent Contractor Agreements with Kensington School, Mattix Music, Premier Illinois, Jo's Footwork, and Montessori School of Western Springs

Recommendation

Consider a recommendation to approve the proposed Independent Contractor Agreements between the Village of Western Springs and the Kensington School of Western Springs, Inc., Mattix Music Inc., DBA Mattic Music Studio, Montessori School of Western Springs, and Right Foot Productions, LLC DBA Jo's Footwork Studio, and Premier IL.

Summary

In 2025, the Village of Western Springs established one-year independent contractor agreements with the entities listed below. These contractors provide essential, well-loved, services and programming to residents of Western Springs and neighboring communities. Independent contractor agreements have been in place with these entities, or similar entities, for over a decade. Staff utilized the last year to update the agreement language, adjust square footage pricing, and developed an exhibit outlining the exact areas being utilized by each contractor.

- Kensington School of Western Springs, Inc.
- Grand Avenue Preschool and Daycare (Premier IL)
- Right Foot Productions, LLC DBA Jo's Footwork Studio
- Mattix Music Inc., DBA Mattic Music Studio
- Montessori School of Western Springs
- The Western Springs Historical Society

Staff is proposing that a separate agreement with the Western Springs Historical Society (WSHS) be developed, which more closely considers the partnership between both agencies. The Historical Society provides an essential service to the community that would otherwise be provided by the Village. They are an all-volunteer group primarily located in a single room on the second floor of the Grand Avenue Community Center, where the store has a growing collection of historical records. They also manage and maintain the Tower Museum, Ekdahl House, and the annual House Walk. The Downers Grove Park District and the City of Elmhurst both manage their own historical societies, with annual operating costs averaging at \$350,000.

The WSHS has agreed to maintain the terms of the 2025 agreement while a new agreement is considered.

The five (5) proposed agreements outline economic and non-economic provisions, allowing each contractor to utilize space in the Recreation Center and/or the Grand Avenue Community Center. All existing agreements expire on June 30, 2026. The combined proposed agreements will generate an annual revenue of \$632,103.54 in Year 1, with a built-in 2% increase each contract year. The annual revenue for the existing agreements is \$586,408.32.

The new agreements are for a five (5) year term, renewed annually, and allow either party to terminate the agreement with notice.

Financial Impact

The FY 2026 budget includes revenue projections for the existing agreements. If approved, the proposed agreements would provide increased revenues for the year providing important funds for facility upkeep.

Recommended Motion

I move to recommend to the Village Board the approval of the Independent Contractor Agreements between the Village of Western Springs and the Kensington School of Western Springs, Inc., Mattix Music Inc., DBA Mattic Music Studio, Montessorri School of Western Springs, and Right Foot Productions, LLC DBA Jo's Footwork Studio, and Premier IL.

Strategic Plan Alignment

File Attachments

None



AGENDA ITEM SUMMARY

PROPERTIES AND RECREATION COMMITTEE

Properties and Recreation Committee: July 29, 2026

AGENDA ITEM D.5.

To: Properties and Recreation Committee

From: Nancy Flores, Interim Director of Recreation

CC: Ellen Baer, Village Manager, Casey Biernacki, Deputy Village Manager

RE: Change Order for Recreation Center Office Furniture Additional Purchase

Recommendation

Staff will review the proposed change order and provide a recommendation for the August 10, 2026 Village Board meeting.

Summary

On March 23, 2026 the Village Board approved a furniture purchase from Henricksen utilizing an Omnia Partners Purchasing Cooperative. The Recreation Department is requesting an additional purchase of an ADA accessible countertop and small table from Henricksen. Pricing has not yet been provided by Henrickson, however, a change order is anticipated. Staff expects to have final costs for the additional purchase for the August 10, 2026 Board meeting.

Financial Impact

Unknown at this time.

Recommended Motion

TBD

Strategic Plan Alignment

None.

File Attachments

None