



AGENDA

BOARD OF TRUSTEES

Regular Meeting: September 14, 2026 at 7:00 PM

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

1. Call to Order

2. Pledge of Allegiance

3. Roll Call

Heidi Rudolph , Village President

Amy Avakian, Trustee

Nicole Chen, Trustee

Alan Fink, Trustee

Scott Lewis, Trustee

Karen Martin, Trustee

Phil Nawrocki, Trustee

4. Public Comment

5. General Government Committee Report (Trustee Chen)

A. Updates to Village Code Title 2 (Discussion only)

B. Review of the Board of Trustees and General Government Closed Meeting Minutes (Discussion only)

C. Agreement with JustFOIA for FOIA Management Software (Discussion only)

D. Request for a Raffle License from Applicant Common Hope for Fundraising Event (Discussion only)

6. Finance Committee Report (Trustee Martin)

A. Water and Sewer Rate Options for Ordinance Amending Subsection 8-10-4 of the Village Code of Western Springs Regarding Water and Sewer Rates (Discussion Only)

B. Library .02% Building Maintenance Levy (Discussion Only)

C. Budget Amendment for the Overhead Sewer System (OSS) Cost Share Program (Discussion Only)

D. Budget Amendment for Leak Repairs (Discussion Only)

E. Budget Amendment for Hillgrove Avenue Improvements - Phase 1 Engineering (Discussion Only)

7. Planning and Zoning Committee Report (Trustee Fink)

A. Updates to Village Code Title 2, Chapter 6 (Discussion only)

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

- A. Vendor Contract with Layne Christensen Company for Well No. 3 Maintenance and Repair (Discussion only)
- B. Bid Waiver and Authorization of On-Call Independent Contractor Calumet City Plumbing for Water Main Leak Repairs (Discussion only)
- C. Agreement for Water Treatment Plant Improvements with CDM Smith, Inc. (Discussion only)
- D. Water Valve Replacement Project Update (Discussion only)
- E. September Water Update (Discussion only)
- F. Leaf Pickup Resident Survey - Update
- G. Woodland Avenue Reconstruction Project No Cost Change Order 1 - Authorizing Extension of Time (Discussion only)
- H. 2026 Road and Utility Program No Cost Change Order 1 - Authorizing Extension of Time (Discussion only)
- I. Gilbert Avenue Resurfacing - Project Agreements & Resolutions (Omnibus Item)
 - i. Local Public Agency Agreement with IDOT (BLR 05310C)
 - ii. Construction Engineering Agreement with Baxter & Woodman (BLR 05530)
 - iii. Intergovernmental Agreement (IGA) with the Village of La Grange
 - iv. BLR 09110 Resolution for Improvement under the Illinois Highway Code (Supplemental MFT Resolution)
- J. Hillgrove Avenue Improvements - Resolution of Support for the Illinois Transportation Enhancement Program (ITEP) Grant Application (Omnibus Item)
- K. Approval of a Master Services Agreements with Existing and Proposed Engineering Firms (Discussion only)
- L. Approval of Christopher B. Burke Engineering, Ltd. Proposal for Creation of Stormwater Master Plan (Discussion only)

9. Properties & Recreation Committee Report (Trustee Nawrocki)

- A. [Previously discussed] A motion ratifying the correct name of the approved organization and contract amount for the fire sprinkler repairs project which was misnamed during the August 10, 2026 Omnibus reading. (Omnibus Item)
- B. Proposed Right of Way Use License and Fiber Optic Cable Agreement between the Village of Western Springs and Ezee Fiber Texas, LLC (Discussion only)
- C. Agreement with Safe-Way Tuckpointing, LLC for Tuckpointing Repairs at Village Buildings (Discussion only)

- D. Agreement with Riddiford Roofing for the Roofing Repair for Village Buildings and Garland/DBS Inc. for Roofing Materials through Omnia Partners Purchasing Cooperative (Discussion only)
- E. Change Order to the Recreation Center Office Furniture - Omnia Partners Purchasing Cooperative (Omnibus Item)
- F. Agreement with Best Officials for Officiating Travel and Recreation Basketball Programs (Discussion only)

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

11. Consideration of and Action on Agenda Items

12. Explanation of Omnibus Voting Procedure

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

13. Consideration of an Omnibus Vote

- A. A motion to ratify Resolution No. 26-3030 authorizing the execution of a vendor agreement to be entered into between the Village of Western Springs and Daly Fire Protection of Alsip, Illinois for the repair of the fire sprinkler system at various Village facilities and authorizing the expenditure of Village funds to pay for the project in an amount not to exceed \$20,000.00.

- B. Ordinance No. 26-3337

An Ordinance approving and authorizing the execution of Change Order No. 1 to the vendor agreement and purchasing agreement with Henrickson for the purchase of office furniture for the Recreation Center increasing the quoted price from \$38,255.00 to \$39,440.00

- C. Resolution No. 26-3033

A Resolution approving and authorizing the execution of a Local Public Agency Engineering Services Agreement (IDOT Form BLR 05530) between the Village of Western Springs and Baxter & Woodman, Inc. for the performance of construction engineering services relating to the Gilbert Avenue Resurfacing Project (47th Street to Ogden Avenue) (not-to-exceed engineer's fee: \$128,093)

- D. Resolution No. 26-3034

A Resolution approving and authorizing the execution of a professional services agreement between the Village of Western Springs and Baxter and Woodman, Inc. of Mokena, Illinois for construction engineering services for the Gilbert Avenue Project in an amount not to exceed

\$128,093.00

E. Resolution No. 26-3035

A Resolution authorizing and approving the execution of a cost sharing intergovernmental agreement between the Village of Western Springs, Cook County, Illinois and the Village of LaGrange, Cook County, Illinois for construction engineering and construction costs for the Gilbert Avenue project from Ogden Avenue to 47th Street

F. Resolution No. 26-3036

A motion to approve the use of Motor Fuel Tax funds for the Gilbert Avenue Project utilizing MFT Resolution Form BLR09110

G. Resolution No. 26-3037

A Resolution in support of an Illinois Transportation Enhancement Program (ITEP) grant application for Hillgrove Avenue Improvements, Hampton Avenue to Wolf Road, and authorizing the approval and execution of all necessary ITEP grant application documents

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

15. New Business

16. Old Business

17. Reports

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

18. Closed Meeting

- A. Closed Session for the purpose the setting of a price for sale or lease of property owned by the public body pursuant to 5 ILCS 120/2 (6).

19. 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.



AGENDA ITEM SUMMARY

BOARD OF TRUSTEES

Regular Meeting: September 14, 2026

AGENDA ITEM 5.A.

To: Board of Trustees

From: Ellen Baer, Village Manager, Heather Valone, AICP, Director of Community Development

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

RE: Updates to Village Code Title 2 (Discussion only)

Recommendation

The Economic Development Commission reviewed the proposed amendment to Section 2-6-2 item at their meeting on August 19, 2026, and recommended approval. The Planning and Zoning Committee reviewed the proposed amendment to Section 2-6-2 at their meeting on September 1, 2026, and recommended approval.

The General Government Committee reviewed other proposed amendments to Title 2 at their meeting on September 9, 2026, and recommended approval.

Summary

The Village Board and staff are currently reviewing Title 2 (Boards and Commissions) of the Village Code. Title 2 outlines the Village's 13 advisory boards and commissions. Amendments are being proposed to update the Village Code so that the duties, responsibilities, and procedures of these Boards and Commissions align with their current tasks. Attachment 1 contains a draft ordinance illustrating the proposed amendments.

As part of this effort, the Economic Development Commission's ("EDC") purpose statement, contained in Village Code Section [2-6-2 \(LINK\)](#), was evaluated. Based on this review, updates are being recommended to better align the purpose statement with the duties and responsibilities the EDC is presently tasked with. These recommended changes are intended to more accurately reflect the Commission's role, including monitoring local economic indicators, supporting business development initiatives, and advising on relevant economic projects and programs. It is recommended that the existing EDC purpose statement be removed and replaced with the updated language contained in Attachment 1.

The Economic Development Commission reviewed Section 2-6-2 at their meeting on August 19, 2026, and recommended approval of the proposed text amendment. The Planning and Zoning Committee reviewed Section 2-6-2 at their meeting on September 1, 2026, and recommended approval of the proposed text amendment. The General Government Committee reviewed all proposed amendments to Title 2 at their meeting on September 9, 2026, and also

recommended approval.

Financial Impact

None.

Recommended Motion

I move to recommend approval of the proposed updates to Village Code Title 2.

Strategic Plan Alignment

Public Safety and Community Engagement and Community Planning and Economic Development.

File Attachments

1. Draft Ordinance

Attachment 1

(additions to existing text marked with underlining; deletions to existing text marked using strikethrough)

ORDINANCE NO. 26-

VOTE:

AYES:

NAYS:

ABSTAIN:

DATE: September 28, 2026

OTHER: Published in Pamphlet Form.

AN ORDINANCE AMENDING TITLE 2 (BOARDS AND COMMISSIONS) OF THE WESTERN SPRINGS MUNICIPAL CODE RELATED TO ADVISORY BOARDS AND COMMISSIONS.

WHEREAS, the President and Board of Trustees of the Village of Western Springs desire to make certain amendments to the regulations of Title 2 (Boards and Commissions) of the Western Springs Municipal Code of 1997, as amended, relating to the regulations for building within the Village, set forth below (the "Code Amendments"); and

WHEREAS, at open a public meeting held on August 19, 2026, the Economic Development Commission ("Commission") of the Village considered the Code Amendments set forth below, received input from Village staff, and provided the public with an opportunity for input regarding the Code Amendments, and voted to favorably recommend the Code Amendments to the Planning and Zoning Commission of the Village of Western Springs for final approval; and

WHEREAS, at open a public meeting held on September 1, 2026, the Planning and Zoning Committee of the Village considered the Code Amendments set forth below, received input from Village staff, and provided the public with an opportunity for input regarding the Code Amendments, and voted to favorably recommend the Code Amendments to the President and Board of Trustees of the Village of Western Springs for final approval; and

WHEREAS, at open a public meeting held on September 9, 2026, the General Government Committee of the Village considered the Code Amendments set forth below, received input from Village staff, and provided the public with an opportunity for input regarding the Code Amendments, and voted to favorably recommend the Code Amendments to the President and Board of Trustees of the Village of Western Springs for final approval; and

WHEREAS, at open, public meetings held on September 14, 2026 and September 28, 2026, the President and Board of Trustees of the Village considered the Code Amendments set forth below, received input from Village staff, and considered the Commission's, Planning and Zoning Committee's, and General Government Committee's recommendation, and provided the public with an opportunity for input on the Code Amendments, and at its September 28, 2026 meeting the President and Board of Trustees accepted the Committee's recommendation to adopt the Code Amendments; and

WHEREAS, the Village has a responsibility to ensure the health, safety, and welfare of the Village and its residents, and the regulation of buildings within its jurisdiction is necessary to carry out this duty;

WHEREAS, pursuant to the authority granted to the Village by the applicable provisions of the Illinois Municipal Code (65 ILCS 5/1-2, 5/1-3, 5/11-1, 5/11-6, 5/11-8, 5/11-30, 5/11-32 and 5/11-37) and

Article VII, Section 7 of the Illinois Constitution of 1970, and in accordance with the authority granted by Title 1 (Administration), Chapter 1 (Official Village Code), Section 1-1-3 (Amendments) of the Western Springs Municipal Code of 1997, as amended, the President and Board of Trustees of the Village of Western Springs find that the below Code Amendments are in the best interests of the Village, its residents, property owners, business owners and the public, and they approve the Code Amendments as set forth below.

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

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

SECTION 2. Title 2 (Boards and Commissions), Chapter 1 (Advisory Boards and Commissions) Section 1 (Creation) is hereby updated as follows (deleted text marked with strikethrough; new text marked with underline):

The administrative service of the Village shall include under the President and Board of Trustees the following advisory boards and commissions hereby created:

Board of Fire and Police Commissioners
Board of Local Improvements
Board of Zoning Appeals
Economic Development Commission
Firefighters' Pension Board (Fire Pension Board)
Infrastructure Commission
Joint Emergency Telephone System Board
Local Liquor Control Commission
Plan Commission
Police Pension Board
Recreation Commission
~~Technology Commission~~
Transportation and Safety Commission

SECTION 3. Title 2 (Boards and Commissions), Chapter 1 (Advisory Boards and Commissions) Section 2 (Appointment; Membership) is hereby updated as follows (deleted text marked with strikethrough; new text marked with underline):

Each advisory board or commission member shall be appointed by the Village President with the advice and consent of the Board of Trustees unless otherwise prescribed by State Statute or this Code. The members shall be appointed from the community at large, and serve for a term designated by State Statutes or this Code. Any vacancy occurring shall be filled ~~for the remainder of the unexpired term~~ in the same manner as in the case of the original appointment. One of the members of the Board of Trustees shall be appointed by the Village President to act as liaison between the Board of Trustees and each advisory board and commission. The Village Manager or his ~~his~~ designee shall serve as staff liaison to each advisory board and commission.

SECTION 4. Title 2 (Boards and Commissions), Chapter 1 (Advisory Boards and Commissions) Section 4 (Duties) is hereby updated as follows (deleted text marked with strikethrough; new text marked with underline):

Each board or commission shall act as an advisory body to the Board of Trustees regarding specific problems referred to it by this Code, a stand-alone ordinance, a resolution, the Village President, Board of Trustees or the Village Manager

SECTION 5. Title 2 (Boards and Commissions), Chapter 1 (Advisory Boards and Commissions) Section 5 (Chair; Organization; Records; Meeting Minutes) is hereby updated as follows (deleted text marked with strikethrough; new text marked with underline):

A Chair for each advisory board or commission shall be appointed by the Village President with the advice and consent of the Board of Trustees unless otherwise prescribed by statute or this Code. The Chair shall preside at the meetings of the advisory board or commission and shall otherwise supervise the affairs of the board or commission. It shall be the Chair's liaison's duty to maintain a written record of the proceedings of the advisory board or commission, which shall at all times be open to inspection by the Board of Trustees, staff, local media and the general public. Each board, committee and commission shall approve minutes of their open meetings within thirty (30) days after that meeting, or at the second subsequent regular meeting thereafter, whichever is later. Any Chair may be removed by the Village President for failure to attend meetings or inattention to duties or by a two-thirds (2/3) vote of the members of the Board of Trustees unless otherwise prescribed by statute or this Code.

SECTION 6. Title 2 (Boards and Commissions), Chapter 1 (Advisory Boards and Commissions) Section 6 (Compensation) is hereby updated as follows (deleted text marked with strikethrough; new text marked with underline):

No member of any advisory board or commission shall receive any compensation for serving; except, that to assist in the maintenance of records, a staff member ~~Secretary~~ may be appointed by the Village Manager or his ~~their~~ designee and paid such compensation as the Village Manager or his ~~their~~ designee shall authorize.

SECTION 7. Title 2 (Boards and Commissions), Chapter 3 (Board Of Fire And Police Commissioners) Section 1 (Establishment; Membership; Terms Of Office) is hereby updated as follows (deleted text marked with strikethrough; new text marked with underline):

There is hereby created a ~~Board of Fire and Police Commissioners~~ (hereinafter in this chapter to be known as the "BOPC") consisting of three (3) members as provided by state statute. The members shall be appointed from the community at large, and serve for a term of three (3) years or until their respective successors are appointed and have qualified; provided that no such appointments shall be made by any ~~Village~~ Village President within thirty (30) days before the expiration of the president's term of office.

SECTION 8. Title 2 (Boards and Commissions), Chapter 3 (Board Of Fire And Police Commissioners) Section 2 (Qualifications; Oath, Bond And Removal) is hereby updated as follows (deleted text marked with strikethrough; new text marked with underline):

The BOPFC shall have such qualifications as are now, or may hereafter be required of them by ~~s~~State statute. Each member of the BOPFC shall take an oath or affirmation of office and shall execute and deliver such sureties as the board of trustees shall approve, conditioned upon the faithful performance of the duties of office. In the event the village maintains in force a blanket coverage surety bond which includes coverage for each member of the BOPFC, the members of the BOPFC shall not be required to furnish a bond as provided herein. In either case, the cost of the surety bond will be borne by the village.

No person shall be appointed as a member of the BOPFC who is related, either by blood or marriage up to the degree of first cousin, to any village elected or appointed official. ~~No more than two (2) members of the BOPFC shall belong to the same political party in the village. If no local political party exists at the time of the appointment of BOPFC members to office, then state or national political party affiliations shall be utilized.~~

BOPFC members can only be removed for cause and upon written charges being filed. BOPFC members must be given an opportunity to be heard to present their defense within thirty (30) days before a regular meeting of the ~~b~~Board of ~~t~~Trustees. A simple majority vote of the board of trustees shall be required to remove a BOPFC member from office after the proper hearing.

SECTION 9. Title 2 (Boards and Commissions), Chapter 3 (Board Of Fire And Police Commissioners) Section 3 (Officers) is hereby updated as follows (deleted text marked with strikethrough; new text marked with underline):

The BOPFC is to elect annually from their body a chair.

SECTION 10. Title 2 (Boards and Commissions), Chapter 3 (Board Of Fire And Police Commissioners) Section 4 (Meetings) is hereby updated as follows (deleted text marked with strikethrough; new text marked with underline):

Meetings of the BOPFC shall be on call at the village hall.

SECTION 11. Title 2 (Boards and Commissions), Chapter 3 (Board Of Fire And Police Commissioners) Section 5 (Powers and Duties) is hereby updated as follows (deleted text marked with strikethrough; new text marked with underline):

The BOPFC shall have such powers and duties as are now, or as may hereafter be given to it, by state statute and this code.

SECTION 12. Title 2 (Boards and Commissions), Chapter 3 (Board Of Fire And Police Commissioners) Section 6 (Reimbursement Agreement For Recovery Of Training, Certification And Equipment Costs) is hereby updated as follows (deleted text marked with strikethrough; new text marked with underline):

All persons who apply for entry level police officer and full time firefighter, lateral police officer, positions with the village shall, as a condition of application for employment with the village, sign a reimbursement agreement prepared by the village that requires the repayment, on a prorated basis, of the training, certification and equipment costs that the village pays on behalf of the applicant after he or she is hired by the village, in the event that the applicant's employment with

the village ends within thirty six (36) months of being hired by the village due to any reason other than termination by the village or injury or illness that prevents continued employment. The reimbursement agreement shall be in a form that has been approved by the village and shall be attached to the village employment application form that is used for entry level police officer, lateral police officer, and full time firefighter positions. The following individuals are authorized to sign the reimbursement agreement on behalf of the village during the employment application process and no further village approval shall be necessary for the reimbursement agreement to be valid and enforceable: the ~~v~~Village manager, each member of the ~~b~~Board of fire and ~~p~~Police commissioners, the ~~fire-chief~~ Director of Fire & Emergency Medical Services and the ~~police-chief~~ Director of Law Enforcement.

SECTION 13. Title 2 (Boards and Commissions), Chapter 6 (Economic Development Commission) Section 2 (Purpose) is hereby updated as follows (deleted text marked with strikethrough; new text marked with underline):

Purpose:

The Economic Development Commission shall work to promote economic growth and support the Village's business community by serving as an advisory commission to the Village Board of Trustees in areas of economic development, including:

A. To prepare, review, and recommend to the Village Board of Trustees an economic development policy that promotes the retention of existing businesses and attraction of new businesses and investments to the Village. The Economic Development Commission may thereafter, from time to time, recommend any changes or updates to the economic development policy and implementation programs or strategies to achieve the goals within the economic development policy.

B. To review, evaluate, and make recommendations on applications for economic incentives, including but not limited to tax increment financing (TIF) district incentives, the Property Improvement Grant Program (PIGP), and County or State programs to the Village Board.

C. To review, evaluate, and make recommendations for annual marketing strategies to maintain a business-friendly environment and strengthen the Village's business districts to the Village Board of Trustees.

D. To collectively collaborate with neighborhood groups, community organizations, and individuals to support the Village's economic development, strengthen connections between residential and commercial areas, and recommend strategies and policies to the Village Board of Trustees that advance these connections and commercial districts.

E. And other such functions referred to the Economic Development Commission by the Village Board of Trustees.

SECTION 14. Title 2 (Boards and Commissions), Chapter 8 (Transportation And Safety Commission) Section 2 (Meetings) is hereby updated as follows (deleted text marked with strikethrough; new text marked with underline):

The Transportation and Safety Commission Meetings of the commission shall be held not less than quarterly meet on call at the village hall.

SECTION 15. Title 2 (Boards and Commissions), Chapter 11 (Infrastructure Commission) Section 2 (Meetings) is hereby updated as follows (deleted text marked with strikethrough; new text marked with underline):

The Infrastructure Commission shall meet at the village hall with meetings held on call every other month on a regular date, or more as often as necessary to complete their work. Special meetings of the commission may also be called by the village president, or the chairman of the public works and water committee.

SECTION 16. Title 2 (Boards and Commissions), Chapter 14 (Technology Commission) is deleted in its entirety.

SECTION 16. Title 2 (Boards and Commissions), Chapter 15 (Foreign Fire Insurance Board) shall be renumbered Chapter 14 with all sections being updated accordingly.

SECTION 17. Codifier to Make All Necessary Internal Amendments. To the extent necessary, all tables of contents, indexes, headings and internal references or cross-references to sections contained in the Western Springs Municipal Code shall be amended by the Village's codifier so as to be consistent with the amendments set forth in this Ordinance.

SECTION 18. Repeal of Conflicting Legislation; Severability; Validity of Non-Conflicting Legislation. All ordinances or parts of ordinances in conflict with this Ordinance are, to the extent of such conflict, repealed. Each section, paragraph, clause and provision of this Ordinance is separable, and if any provision is held unconstitutional or invalid for any reason, such decision shall not affect the remainder of this Ordinance, nor any part thereof, other than that part affected by such decision. Except for the Code Amendments set forth above in this Ordinance, all chapters and sections of the Municipal Code of the Village of Western Springs shall remain in full force and effect.

SECTION 19. Effective Date. This Ordinance shall become effective after its passage, approval and publication as provided by State law.

PASSED by the Board of Trustees of the Village of Western Springs, Cook County, Illinois on a roll call vote at a Regular Meeting thereof held on the 28th day of September 2026, and approved by me as Village President, and attested by the Village Clerk, on the same day.

Heidi Rudolph, Village President

ATTEST:

Edward Tymick, Village Clerk

This Ordinance was published by me in pamphlet form on the 28th day of September 2026.

Edward Tymick, Village Clerk

Draft

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

CLERK'S CERTIFICATE

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

ORDINANCE NO. 26-_____

AN ORDINANCE AMENDING TITLE 2 (BOARDS AND COMMISSIONS) OF THE WESTERN SPRINGS MUNICIPAL CODE RELATED TO ADVISORY BOARDS AND COMMISSIONS.

which was passed by a roll call vote of the Board of Trustees of the Village of Western Springs at a Regular Meeting held on the 28th day of September, 2026, at which meeting a quorum was present, and approved by the President of the Village of Western Springs on the 28th day of September, 2026

I further certify that the vote on the question of the passage of the said Ordinance by the Board of Trustees of the Village of Western Springs was taken by the Ayes and Nays and recorded in the Journal of Proceedings of the Board of Trustees of the Village of Western Springs, and that the result of said vote was as follows, to-wit:

AYES: _____

NAYS: _____

ABSENT: _____

I do further certify that the original Ordinance, of which the attached is a true copy, is entrusted to my care for safekeeping, and that I am the lawful keeper of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Village of Western Springs, this ____ day of September, 2026

Edward Tymick, Village Clerk

SEAL



AGENDA ITEM SUMMARY

BOARD OF TRUSTEES

Regular Meeting: September 14, 2026

AGENDA ITEM 5.C.

To: Board of Trustees

From: Jill Izzo, Deputy Village Clerk

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

RE: Agreement with JustFOIA for FOIA Management Software (Discussion only)

Recommendation

The General Government Committee reviewed this item at their meeting on January 9, 2026 and recommended the approval of a three-year agreement with JustFOIA for FOIA Management Software.

Summary

The Illinois Freedom of Information Act (FOIA) requires public bodies to comply with requests for documents to promote transparency in government. Over the last two years, the Village has seen a large increase in the number of FOIA requests we are receiving. This year, by the end of August, the Village had already received more than 369 requests. This already surpasses the total number of requests received in 2024 (230) and 2025 (320). The FOIA requests have also become far more complex requiring redaction and the review of materials by our staff and attorneys to adhere to the guidelines and FOIA rules.

This increase in requests is not just affecting Western Springs, but municipalities throughout Illinois. There has been an increase in interest due to the use of body worn cameras and the ability to FOIA the footage. The use of AI and bots allow multiple FOIA requests to be sent simultaneously to hundreds of communities. Many State and local organizations are working to propose legislation to assist municipalities overwhelmed by this increase in numbers and complexity.

In Western Springs, the administrative work behind responding to FOIA requests includes tracking request due dates, creating shared folders for departments to upload their responsive records, redacting documents, identifying legal exemptions and drafting appropriate responses. Most of the communication within the Village is through emails and tracking is handled with Excel spreadsheets. The amount of time dedicated to FOIA continues to increase.

JustFOIA management software organizes each FOIA request and provides workflow automation, data analytics, document redaction, allows you to correspond internally with staff and externally with requesters, and creates a customized interactive request form that allows the requester to be more self-sufficient and concise. The management functions of JustFOIA

would greatly cut down on the administrative work of tracking and responding to FOIA requests. The terms of the agreement outline a cost of \$9,500 for the first year with a 3% increase the following two years. The total cost is within the Village Manager's spending authority, but is being brought to the Village Board as it was not specifically included in the FY2026 budget. Funds are available for the purchase.

Financial Impact

The item is an addition to the budget for 2026, but the Information Technology (IT) cost center can support the purchase and an annual renewal cost will be included in the proposed 2027 budget. A 3% increase is expected in the second and third year of the agreement.

Account 55123

Fund 1203100

FY2026 Budget addition - funds are available.

Project Cost \$9,500

Recommended Motion

I move to approve a three-year agreement with JustFOIA for an amount of \$9,500.

Strategic Plan Alignment

Organizational Development

File Attachments

1. MSA 24170 - Village of Western Springs AMS JF (Final) 9.3.26
2. Addendum 1 to MSA 24170 - Village of Western Springs JF (Final) 9.3.26

MASTER SERVICES AGREEMENT NO. 24170

This Master Services Agreement No. 24170 (this "**Agreement**") is effective on date of last signature ("**Effective Date**") and is made by and between MCCi, LLC, a Florida limited liability company, with its principal office located at 3717 Apalachee Parkway, Suite 201, Tallahassee, FL 32311 ("**Company**") and Client (defined herein). Company and Client may each be referred to individually herein as a "**Party**" or collectively as the "**Parties**".

The terms "**Client**" in this Agreement shall also include Client's "**Affiliates**," defined as a legal entity that directly or indirectly controls, is controlled by, or is under common control with the applicable Party. It is agreed that Client's Affiliates who are a party to the applicable Order (defined below) shall enjoy the same rights, benefits and obligations set forth in this Agreement as are applicable to Client.

As used in this Agreement, "Company" means the Company Affiliate providing the Services (defined below) to the Client in the applicable Order.

The Parties hereto intending to be legally bound hereby, agree as follows:

1. Scope of Service

Company and Client may develop and enter into one or more sales orders, attached hereto or incorporated by reference, incorporating a description of the specific goods and/or services requested by Client and agreed to be performed or otherwise provided by Company (and as modified in writing by the Parties, each an "**Order**"). Company will provide to Client those goods and/or services described as its obligation in the Order (collectively, the "**Services**"). If applicable, each Order will also describe items specifically required to be delivered by Company to Client (each a "**Deliverable**"), and the acceptance criteria, if any, for each of the Deliverables. Further, each Order will set forth, among other things, tasks to be performed by the Parties and roles and responsibilities of each Party. Each Order shall specifically identify this Agreement and indicate that it is subject to the terms hereof. Unless provided to the contrary in the applicable Order, to the extent there are any conflicts or inconsistencies between this Agreement and any Order or Client purchase order, except in regard to Sections 2 or 3 herein, the provisions of the applicable Order shall govern and control. Use of pre-printed forms, including, but not limited to email, purchase orders, shrink-wrap or click-wrap agreements, except those that may appear in the applicable Order, acknowledgements or invoices, is for convenience only and all pre-printed terms and conditions stated thereon, except as specifically set forth in this Agreement, are void and of no effect. No amendment or modification to this Agreement will be valid unless set forth in writing and formally approved by authorized representatives of both parties. To the extent that there are any conflicts or inconsistencies between this Agreement and any Client-entered third-party government purchasing agreement ("**Purchasing Vehicle**"), the provisions of the Purchasing Vehicle shall govern and control.

No change order, notice, direction, authorization, notification or request (each a "**Change Order**") will be binding upon Client or Company, nor will such Change Order be the basis for any claim for additional compensation by Company, until Client and Company have agreed in writing to the same.

Each Company Affiliate will only be liable for those obligations expressly set forth in the applicable Order to which it is a party and the applicable Affiliate will invoice client for the same. In no event will a Company Affiliate be liable for any of the obligations or liabilities of any other Company Affiliate pursuant to this Agreement.

2. Fees

Client shall pay to Company the fees and other compensation and or reimbursement set forth in each Order. The Client acknowledges that it may incur expenses for performance approved and scheduled by the Client as associated with non-refundable items (e.g., airline tickets, training/install charges, hotel reservations, rental cars, and the like), in the event that (i) Client cancels or reschedules performance, after Company has made the applicable arrangements; or (ii) If Client is not prepared upon Company's arrival, which results in cancellation, delays, and/or the need to reperform any Deliverables.

3. Invoicing and Payment

Unless otherwise stated in an Order, Company will invoice Client for all fees, charges and reimbursable expenses on a monthly basis and upon completion of each Order.

Client agrees to pay all undisputed invoices and undisputed portions of a disputed invoice in full pursuant to the terms of the Illinois Local Government Prompt Payment Act 50 ILCS 505/ *et seq.*. Failure to pay invoices by the due date, unless Company has been informed by said due date that an invoice is being contested and the reason therefor, may result in the imposition of interest charges to the extent allowable by law as well as any associated legal and collection fees incurred.

In all events, Client shall be liable for full payment for Services and/or Deliverables and reimbursement of Company's expenses incurred through the effective date of termination. If Client cancels or suspends an Order, pursuant to this Agreement and only if allowed hereunder, between completed milestones, Company will invoice Client for a pro-rated share of the completed portion of each milestone(s) for Deliverables performed through the date of such termination or delay. If Services are resumed or Deliverables continued, Company will recommence invoicing per the applicable Order.

To the extent that Client is not exempt and/or has not communicated its tax status to Company, Client further agrees to pay amounts equal to any federal, state or local sales, use, excise, privilege or other taxes or assessments, however designated or levied, relating to any amounts payable by Client to Company under this Agreement or any other Agreement between the Parties, exclusive of taxes based on Company's net income or net worth. Client understands and accepts that any pricing set forth in an Order does not include such taxes.

Payments for renewal of software maintenance support, subscriptions and/or other service packages (" or "Annual Services") are non-refundable.

4. Term and Termination

This Agreement will commence on the Effective Date and will be effective for the longer of (i) a one (1) year period or (ii) the term of the original Order and will continue for one (1) year periods and continue in full force and effect, unless terminated by either Party as set forth below; in no event shall this Agreement extend further than thirty-six (36) total months unless extended by the written agreement of both parties. Notwithstanding the foregoing, if at any point an Order, , or similar underlying work document be active, then the terms of this Agreement shall govern the Order or similar underlying work document until termination or expiration of the same. Termination of this Agreement or any Order hereunder may occur upon any of the following:

- (a) Thirty (30) days after a Party's receipt of written notice from the other Party that this Agreement or the Services, in whole or in part under an Order, shall be terminated; provided, however, that termination or cancellation of any third-party procured under an Order shall be governed by the cancellation/notification terms set forth in the applicable EULA or then current third-party policies, which may require a different notice period; or
- (b) Thirty (30) days after a Party notifies the other in writing that they are in breach or default of this Agreement, unless the breaching Party cures such breach or default within such thirty (30) day period; or
- (c) Fifteen (15) days after the filing of a petition in bankruptcy by or against either Party, any insolvency of a Party, any appointment of a receiver for such Party, or any assignment for the benefit of such Party's creditors (a "**Bankruptcy Event**"), unless such Party cures such Bankruptcy Event within the fifteen (15) day period; or
- (d) If Client is a city, county, or other government entity the following applies: If Client's governing body fails to appropriate sufficient funds to make payments due and to become due during Client's next fiscal period, Client may, subject to the terms herein, terminate the applicable Order as of the last day of the fiscal period for which appropriations were received (each an "**Event of Non-appropriation**"). Client agrees to deliver notice of an Event of Non-appropriation to Company at least 30 days prior to the end of Client's then-current fiscal period, or if an Event of Non-appropriation has not occurred by that date, promptly upon the occurrence of any such Event of Non-appropriation. If this Agreement is terminated following an Event of Non-appropriation, Client agrees (but only to the extent permitted by applicable law) that, for a period of one (1) year from the effective date of such termination, Client shall not purchase or otherwise acquire any technology performing functions similar to those performed by the Services from a third party.

Notwithstanding anything to the contrary, despite expiration, non-renewal, or termination of this Agreement, unless the Parties have executed a master agreement that supersedes this Agreement, if at any time there is any active Order, or Company is providing any services to Client, the terms of this Agreement will continue to apply to the applicable Order or services.

5. Working Arrangements

All Services shall be performed remotely, unless otherwise agreed to by the Parties.

Client will ensure that all Client's personnel, vendors, and/or subcontractors who may be necessary or appropriate for the successful performance of the Services and/or delivery of a Deliverable will, on reasonable notice: (i) be available to assist Company Personnel by answering business, technical and operational questions and providing requested documents, guidelines and procedures in a timely manner; (ii) participate in the Services as reasonably necessary for performance under an Order; and (iii) be available to assist Company with any other activities or tasks required to complete the Services in accordance with the Order.

6. Company Personnel

Neither Company nor its Personnel (defined below) are or shall be deemed to be employees of Client but instead are independent contractors to Client. Company shall be responsible for the compensation of its Personnel, in addition to any applicable employment taxes, workmen's compensation and any other taxes, insurance or provisions associated with the engagement of such Personnel.

In addition, Company shall be responsible for all acts or omissions of its Personnel.

Company may utilize independent subcontractors in satisfying its obligations under this Agreement (collectively with Company employees "**Personnel**"). Company remains responsible for all acts and omissions of all Personnel.

Upon receipt of notice from Client that any Company Personnel is not suitable, Company shall remove such person from the performance of Services and will provide a qualified replacement as quickly as reasonably possible.

Unless a particular Company Personnel member has been identified as a key resource to the relevant Order, Company at its sole discretion may reassign, if and as necessary, other appropriately qualified Company Personnel to the relevant Order as long as such assignment will not affect Company's fee for the Services defined or ability to satisfy its Deliverables.

Neither Party is a legal representative of the other nor does a Party have the authority, either express or implied, to bind or obligate the other in any way.

7. Non-Solicitation

To the extent permitted by law, during the term of this Agreement and for a period of twelve (12) months thereafter, neither Party shall knowingly (i) induce or attempt to induce any then-current employee or independent contractor of the other Party to terminate his or her employment or other relationship with the non-soliciting Party or (ii) solicit or hire any former employee or independent contractor that had been employed or engaged by the non-soliciting Party during the previous twelve (12) months. Notwithstanding the foregoing, either Party may solicit for employment, offer employment to, employ, or engage as a consultant or advisor, any of the other Party's personnel who: (i) had no previous direct contact with the soliciting Party's personnel in connection with, and during the performance of, the Services hereunder, or (ii) have responded to a general, publicly-available advertisement for employment by the hiring Party (including its Affiliates), or (iii) make unsolicited approaches or inquiries to such Party (including its Affiliates) regarding employment opportunities. The current engaging Party, in its sole discretion, may waive this provision in writing for an individual. Except for government entities, In consideration for such waiver, the soliciting Party agrees to pay a placement fee equal to fifty (50) percent of such person's new total annual compensation. This placement fee shall be due immediately upon such person's commencement of services.

8. Data Privacy

In the event that Company, in the course of providing Services to Client, receives, stores, maintains, processes or otherwise has access to "**Personal Information**" (as defined by the State Data Protection Laws (defined below) and/or European Union Directives, and including, but not limited to, an individual's name and social security number, driver's license number or financial number) then Company shall safeguard this information in accordance with these laws. Company may disclose Personal Information and other Client provided information for business purposes only on a need-to-know basis and only to (i) Company Personnel, (ii) any third-party service providers that have agreed to safeguard Personal Information and other Client provided information in a like manner as Company safeguards such information, and (iii) with other entities authorized to have access to such information under applicable law or regulation. Company may disclose Personal Information when necessary to protect its rights and property, to enforce its terms of use and legal agreements, as required or permitted by law, or at the request of law enforcement authorities and the courts, and pursuant to a subpoena. Company shall have no duty to notify Client of such compliance with law. Company takes reasonable and appropriate measures to maintain the confidentiality and security of Personal Information and to prevent its unauthorized use or disclosure. To the extent that Company experiences a Security Breach as defined under the applicable State Data Protection Laws for information generated in connection with this Agreement or any Order hereto, Company shall notify Client in writing within five (5) business days of confirming the same.

9. Confidential Information

The Parties acknowledge that in the course of Company providing Services for Client hereunder, each may receive Confidential Information (as defined below) of the other Party. Any and all Confidential Information in any form or media obtained by a Recipient (defined below) shall be held in confidence and shall not be copied, reproduced, or disclosed to third parties for any purpose whatsoever except as necessary in connection with the performance hereunder or to comply with an order of a judicial or administrative body of competent jurisdiction or to comply with law. The parties acknowledge that Client is a unit of local government subject to the Illinois Freedom of Information Act, and shall comply with same without further notice. Each Recipient further acknowledges that it shall not use such Confidential Information for any purposes other than in connection with the activities contemplated by this Agreement. All consultants assigned by Company to Client will sign appropriate forms of confidentiality agreements on or prior to their start date.

"**Confidential Information**" means any and all confidential information of a Party disclosed to the other Party, including, but not limited to, research, development, proprietary software, technical information, techniques, know-how, trade secrets, processes, clients, employees, consultants, pricing information and financial and business information, plans and systems. Confidential Information shall not include information which: (i) was known to the Party receiving the information (the "**Recipient**") prior to the time of disclosure by the other Party (the "**Disclosing Party**"); (ii) at the time of disclosure is generally available to the public or after disclosure becomes generally available to the public through no breach of this Agreement or other wrongful act by the Recipient; (iii) was lawfully received by Recipient from a third party without any obligation of confidentiality; or (iv) is required to be disclosed by law or order of a court of competent jurisdiction or regulatory authority.

The obligations set forth in this Section shall survive termination of this Agreement for a period of three (3) years thereafter.

10. Intellectual Property

Unless otherwise specified in any Order, or subject to a third-party license agreement, title to all materials, Services, and/or Deliverables, including, but not limited to, reports, designs, programs, specifications, documentation, manuals, visual aids, and any other materials developed and/or prepared for Client by Company under any Order, to the extent that the same are custom and unique in application to Client, (whether or not such Order is completed) ("**Works**"), and all interest therein shall vest in Client and shall be deemed to be a work made for hire and made in the course of the Services rendered hereunder. Company shall retain a non-exclusive, royalty-free, world-wide, perpetual license to use, sell, modify, distribute, and create derivative works based upon any of the foregoing Works in its information technology professional services business, provided that in so doing Company shall not use or disclose any Client Confidential Information or Deliverables custom and unique to Client. To the extent that title to any such Works may not, by operation of law, vest in Client or such Works may not be considered works made for hire, all rights, title and interest therein are hereby irrevocably assigned to Client. All such Works shall belong exclusively to Client, except as set forth herein, with Client having the right to obtain and to hold in its own name, copyrights, registrations, or such other protection as may be appropriate to the subject matter, and any extensions and renewals thereof. Company agrees to give Client and any person designated by Client, reasonable assistance, at

Client's expense, required to perfect the rights defined in this Section. Unless otherwise requested by Client, upon the completion of the Services to be performed under each Order or upon the earlier termination of such Order, Company shall promptly turn over to Client all Works and Deliverables developed pursuant to such Order, including, but not limited to, working papers, narrative descriptions, reports, and data.

Notwithstanding the foregoing, the following shall not constitute the property of Client: (i) Company software, including but not limited to any proprietary code (source and object), or that which is subject to third-party license agreements with Company and/or Client; (ii) those portions of the Deliverables which include information in the public domain or which are generic ideas, concepts, know-how and techniques within the computer design, support and consulting business generally; and (iii) those portions of the Deliverables which contain the computer consulting knowledge, techniques, tools, routines and sub-routines, utilities, know-how, methodologies and information which Company had prior to or acquired during the performance of its Services for Client and which do not contain any Confidential Information of Client conveyed to Company. Should Company, in performing any Services hereunder, use any computer program, code, or other materials developed by it independently of the Services provided hereunder ("**Pre-existing Work**"), Company shall retain any and all rights in such Pre-existing Work. Company hereby grants Client a paid up, royalty free, world-wide, non-exclusive license to use outputs generated by the Company software and Pre-existing Work for its internal business needs for the term of each applicable Order.

Client understands and agrees that Company may perform similar services for third Parties using the same Personnel that Company may use for rendering Services for Client hereunder, subject to Company's obligations respecting Client's Confidential Information.

11. Warranty

(a) General Representation and Warranty.

Client represents and warrants that it shall have all rights and licenses, including, without limitation those related to data, software and the like, of third parties, necessary or appropriate for Company to access or use such data and/or third-party products and agrees to produce evidence of such rights and licenses upon the reasonable request of Company.

(b) Services Warranty.

EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION, THE APPLICABLE EXHIBITS AND/OR ORDERS, COMPANY DOES NOT MAKE OR GIVE ANY REPRESENTATION OR WARRANTY, WHETHER SUCH REPRESENTATION OR WARRANTY BE EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY, QUALITY, OR FITNESS FOR A PARTICULAR PURPOSE OR ANY REPRESENTATION OR WARRANTY FROM COURSE OF DEALING OR USAGE OF TRADE.

(c) General Warranty.

Company shall perform the Services in compliance with all applicable federal and state laws and regulations and industry codes, including but not limited to (i) federal and state anti-kickback laws and regulations, (ii) federal and state securities laws, meaning that Company agrees that Client may be a publicly traded company and Company shall instruct Company Personnel that federal and state securities laws prohibit the purchase, sale, or pledge of Client stock while in possession of any material, non-public information, (iii) the Foreign Corrupt Practices Act of 1977, (iv) federal and state privacy and data protection laws, including, but not limited to, Health Insurance Portability and Accountability Act of 1996 and the Health Information Technology for Economic and Clinical Health Act (collectively, "**State Data Protection Laws**"), and (v) Company also represents that it uses E-Verify to verify the work authorization of all newly hired employees.

12. Indemnification and Limitation of Liability

(a) Indemnification.

To the extent caused by Company, Company shall indemnify, defend, and hold Client harmless against any loss, damage, or costs (including reasonable attorneys' fees) in connection with third party claims, demands, suits, or proceedings ("**Claims**") for bodily injury or tangible property damage arising out of Company's performance within the scope of its responsibilities under this Agreement or by a third-party alleging that the use of any Deliverable (expressly excluding third party software and/or cloud host provider) as provided to Client under this Agreement or any Order hereto and used in accordance with this Agreement and relevant documentation, infringes any third party's intellectual property rights perfected in the United States. Notwithstanding the foregoing, Company shall not be required to indemnify Client to the extent the alleged infringement: (i) is based on information or requirements furnished by Client, (ii) is the result of a modification made by an entity other than Company, or (iii) arises from use of a Deliverable in combination with any other product or service not provided or approved in writing by Company. If Client is enjoined from using the Deliverable or Company reasonably believes that Client will be enjoined, Company shall have the right, at its sole option, to obtain for Client the right to continue use of the Deliverable or to replace or modify the same so that it is no longer infringing. If neither of the foregoing options is reasonably available to Company, then this Agreement may be terminated at either Party's option, and Company's sole liability shall be subject to the limitation of liability provided in this Section.

(b) Indemnification Procedure.

Client shall give Company (i) prompt written notice of the Claim; (ii) sole control of the defense and settlement of the Claim (provided that Company may not settle any Claim unless it unconditionally releases Client of all liability and does not otherwise negatively impact Client's rights, including, without limitation, those in its intellectual property); and (iii) at Company's cost, all reasonable assistance.

(c) Limitation of Liability.

Except for a breach of intellectual property rights, a third party's end user and/or terms of use agreement, and to the extent caused by the applicable Party:

TO THE EXTENT ALLOWABLE BY STATE LAW APPLICABLE TO CLIENT:

(i) IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR SPECIAL, EXEMPLARY, INCIDENTAL, OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOST REVENUES, PROFITS, SAVINGS OR BUSINESS) OR LOSS OF RECORDS OR DATA, WHETHER OR NOT THE POSSIBILITY OF SUCH DAMAGES HAS BEEN DISCLOSED TO SUCH PARTY IN ADVANCE OR COULD HAVE BEEN REASONABLY FORESEEN BY SUCH PARTY, AND WHETHER IN AN ACTION BASED ON CONTRACT, WARRANTY, STRICT LIABILITY, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE), OR OTHERWISE. EXCEPT FOR A PARTY'S PAYMENT OBLIGATIONS; (ii) EACH PARTY'S MAXIMUM AGGREGATE LIABILITY FOR ALL CLAIMS, LOSSES, OR OTHER LIABILITY ARISING OUT OF, OR CONNECTED WITH, THIS AGREEMENT, THE SERVICES, DELIVERABLES AND/OR SOFTWARE PROVIDED HEREUNDER OR CLIENT'S USE OF ANY SUCH SERVICES, DELIVERABLES, AND/OR SOFTWARE, AND WHETHER BASED UPON CONTRACT, WARRANTY, STRICT LIABILITY, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE), OR OTHERWISE, SHALL IN NO CASE EXCEED \$50,000.00 PER APPLICABLE ORDER. UNLESS PROVIDED OTHERWISE IN AN ORDER, THIS LIMITATION OF LIABILITY SHALL APPLY TO ALL AGREEMENTS BETWEEN THE PARTIES, REGARDLESS OF WHETHER EXECUTED PRIOR TO OR SUBSEQUENT TO THIS AGREEMENT.

EACH PARTY'S ENTIRE LIABILITY AND CLIENT'S REMEDIES UNDER THIS AGREEMENT SHALL BE SUBJECT TO THE LIMITATIONS CONTAINED IN THIS SECTION. THE LIMITATIONS ON WARRANTY AND LIABILITY SPECIFIED IN THE WARRANTY AND INDEMNIFICATION AND LIMITATION OF LIABILITY SECTIONS HEREOF WILL SURVIVE AND APPLY EVEN IF ANY LIMITED REMEDY HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

The Parties acknowledge that the limitation of warranties and liabilities as set out in this Agreement are an essential basis of this Agreement and that the prices agreed to be paid by Client for Services reflect these limitations.

13. Insurance

During the term of this Agreement, Company shall carry, at its sole expense, insurance coverage to include at a minimum the following:

- Workers Compensation: State statutory limits and \$1,000,000 employers' liability
- Comprehensive General Liability: \$2,000,000 per occurrence and \$4,000,000 in the aggregate
- Professional Liability and Errors & Omissions: \$1,000,000 per occurrence and \$3,000,000 in the aggregate
- Cyber and Technical Errors and Omissions: \$3,000,000 in the aggregate

Company, at Client's request, will name Client as an additional insured under the Comprehensive General Liability policy. Company represents that Client is automatically included as an additional insured under the Errors and Omissions and Cyber and Technical Errors and Omissions policies for vicarious liability, but no modified certificate of insurance will be provided.

14. Notices

All notices, demands, and other communications required or permitted hereunder or in connection herewith shall be in writing and shall be deemed to have been duly given if delivered (including by receipt verified electronic transmission) or five (5) business days after mailed in the Continental United States by first class mail, postage prepaid, to a Party at the following address, or to such other address as such Party may hereafter specify by notice:

If to Company

MCCi, LLC
3717 Apalachee Parkway
Suite 201
Tallahassee, FL 32311
Attn: Legal Department
Email: legal@mccinnovations.com

If to Client:

Village of Western Springs
740 Hillgrove Ave
Western Springs, IL, 60558
Attn: Anne Skrodzki
Email: amskrodzki@ktjlaw.com

15. Miscellaneous

(a) EULA (End User License Agreement) Provisions.

Client acknowledges that they are responsible for adhering to any third-party End User License Agreements, acceptable use policies, and/or terms and conditions or similar requirements ("EULA"). This applies, without limitation, to MCCi affiliate licensed software regardless of the means of provision. Except for a Company Affiliate providing the foregoing, Company shall not be responsible for such products except related services provided directly by Company. Client shall be responsible for timely notification to Company for cancellation of any third-party products or services in accordance with the third-party's applicable EULA, product-specific terms outlined in the relevant Order, addendum, or then current policy. Client shall remain liable for any fees, penalties, or obligations

(b) Use of Open-Source Code.

Except as disclosed in the Order, Company does not distribute nor otherwise use any open-source or similar software in a manner that would obligate Company to disclose, license, make available or distribute any of its material proprietary source code as a condition of such use. For purposes of this Agreement, "Open Source" shall mean any software or other Intellectual Property that is distributed or made available as "open-source software" or "free software" or is otherwise publicly distributed or made generally available in source code or equivalent form under terms that permit modification and redistribution of such software or Intellectual Property. Open Source includes, but may not be limited to, software that is licensed under the GNU General Public License, GNU Lesser General Public License, Mozilla License, Common Public License, Apache License, or BSD License, as well as all other similar "public" licenses.

(c) Client Software Customizations.

Client may choose to customize their software internally without Company's help. Company is not responsible for any damages caused by Client's customization of the software. Company will not be held responsible for correcting any problems that may occur from these customizations.

(d) Company Software Configuration Services.

Client may elect to contract with Company to configure Client's software. In these situations, Client acknowledges they are responsible for testing all software configurations and as such, waives any and all liability to Company for any damages that could be related to these software configurations.

(e) Compliance with Laws.

To the extent applicable to the Parties each Party shall comply with and give all notices required by all applicable federal, state, and local laws, ordinances, rules, regulations, and lawful orders of any public authority bearing on use of the Services, Deliverables and/or software and the performance of this Agreement.

(f) Equal Opportunity.

To the extent applicable to the Parties each shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a), and the posting requirements of 29 CFR Part 471, appendix A to subpart A, if applicable. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin.

(g) Excluded Parties List.

To the extent required by law and applicable to Client, Company agrees to promptly report to Client if an employee or contractor is listed by a federal agency as debarred, excluded or otherwise ineligible for participation in federally funded health care programs.

(h) Boycotts.

Company is not engaged in and will not engage in a boycott prohibited under United States and/or applicable State laws.

(i) E-Verify

Company uses E-Verify to verify the work authorization of all newly hired employees.

(j) Force Majeure.

If either of the Parties hereto are delayed or prevented from fulfilling any of its obligations under this Agreement by force majeure, said Parties shall not be liable under this Agreement for said delay or failure. "Force Majeure" means any cause beyond the reasonable control of a Party including, but not limited to, an act of God, an act or omission of civil or military authorities of a state or nation, epidemic, pandemic, fire, strike, flood, riot, war, delay of transportation, or inability due to the aforementioned causes to obtain necessary labor, materials or facilities.

(k) Audit Rights.

With reasonable notice and at a convenient location, Client will have the right to audit Company's records to verify the accuracy of invoicing to Client.

In addition, should any of Client's regulators legally require access to audit the Services, Company will, to the extent legally required by such regulators, provide access for the same. All results of such audits shall be Company Confidential Information.

Client shall bear all costs associated with audits.

(l) Assignment.

Neither Party may assign or otherwise transfer any of its rights, duties, or obligations under this Agreement without the prior written consent of the other Party. Either Party, however, without any requirement for prior consent by the other, may assign this Agreement and its rights hereunder to any entity who succeeds (by purchase, merger, operation of law or otherwise) to all or substantially all of the capital stock, assets, or business of such Party, if the succeeding entity agrees in writing to assume and be bound by all of the obligations of such Party under this Agreement. This Agreement shall be binding upon and accrue to the benefit of the Parties hereto and their respective successors and permitted assignees.

(m) Modification.

This Agreement may be modified only by a written amendment executed by duly authorized officers or representatives of both Parties.

(n) Provisions Severable.

If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, then such provision shall be severed from this Agreement and the remaining provisions will continue in full force.

(o) Dispute Resolution.

(p) Should a dispute arise between Company and Client involving their respective responsibilities, limitations, or the working relations between the Parties under this Agreement or any Order, then the Parties will make reasonable efforts to amicably resolve the dispute. Prior to entering arbitration as set forth below, the Parties agree that any dispute will initially be referred to their senior management for resolution within ten (10) business days of receipt of notice specifying and asking for the intervention of the Parties' superiors. If the dispute is still unresolved after such ten (10) business day period, the Parties agree, , to submit the dispute to a court of competent jurisdiction in Cook County, Illinois.

Interpretation.
The descriptive headings of this Agreement and of any Order under this Agreement are for convenience only and shall not affect the construction or interpretation of this Agreement. As used herein, "include" and its derivatives (including, "e.g.") shall be deemed to mean "including but not limited to." Each Party acknowledges that this Agreement has been the subject of active and complete negotiations, and that this Agreement should not be construed in favor of or against any Party by reason of the extent to which any Party or its professional advisers participated in the preparation of this Agreement.

(q) Publicity.

Company may use the name of Client, the existence of this Agreement and the nature of the associated services provided herein for marketing purposes, except that such use shall not include any Client Confidential Information as defined in this Agreement.

(r) Entire Agreement.

This Agreement and all Order(s) attached hereto constitute the complete and exclusive statement of the agreement between the Parties and supersedes all proposals, oral or written, and all other prior or contemporaneous communications between the Parties relating to the subject matter herein.

(s) Counterparts.

This Agreement may be executed in several counterparts, each of which will be deemed an original, and all of which taken together will constitute one single agreement between the Parties with the same effect as if all the signatures were upon the same instrument. The counterparts of this Agreement may be executed and delivered by facsimile or other electronic signature (including portable document format) by either of the Parties and the receiving Party may rely on the receipt of such document so executed and delivered electronically or by facsimile as if the original had been received.

(t) Governing Law.

This Agreement, any claim dispute or controversy hereunder (a "Dispute") will be governed by (i) the laws of the State of Florida, or (ii) if Client is a city, county, municipality or other governmental entity, the law of state where Client is located, in all cases without regard to its conflicts of law. The UN Convention for the International Sale of Goods and the Uniform Computer Information Transactions Act will not apply. In any Dispute, each Party will bear its own attorneys' fees and costs and expressly waives any statutory right to attorneys' fees.

(u) Survival.

Sections 2 (Fees), 3 (Invoicing and Payment), 6 (Company Personnel), 7 (Non-solicitation), 8 (Data Privacy), 9 (Confidential Information), 10 (Intellectual Property), 11 (Warranty), 12 (Indemnification and Limitation of Liability), 14 (Notices), 15 (Miscellaneous), and all other terms that by their context are intended to survive, whether in or under this Agreement, shall survive termination or expiration of this Agreement.

(v) Bench Trial.

The Parties agree to waive, to the maximum extent permitted by law, any right to a jury trial with respect to any Dispute.

(w) No Class Actions.

NEITHER PARTY SHALL BE ENTITLED TO JOIN OR CONSOLIDATE CLAIMS BY OR AGAINST EACH OTHER, SUCH PARTY'S PROVIDERS, AND/OR CLIENTS, OR PURSUE ANY CLAIM AS A REPRESENTATIVE OR CLASS ACTION OR IN A PRIVATE ATTORNEY GENERAL CAPACITY.

(x) Limitation Period.

Neither Party shall be liable for any claim brought more than two (2) years after the cause of action for such claim first arose.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their respective duly authorized representatives as of the Effective Date.

MCCi, LLC

VILLAGE OF WESTERN SPRINGS ("Client")

Signed: _____

Signed: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

740 HILLGROVE AVE
WESTERN SPRINGS, IL, 60558

ADDENDUM NO. 1 TO MASTER SERVICES AGREEMENT NO. 24170

INITIAL JUSTFOIA ORDER

Pursuant to Master Services Agreement No. 24170 ("**Agreement**"):

This Order, designated as Addendum No. 1, is entered into as of _____, ("**Order Effective Date**"), by and between JustFOIA, Inc. ("Company" or "JustFOIA") and Client. This Order is subject to the Agreement and the following terms that are applicable to Company providing Company software (the "Solution") to Client. Company is an affiliate of MCCi and will provide the Solution as set forth hereunder. Company will invoice Client directly for the same. If there is any conflict between a provision of the Agreement and this Order, the Order will control. Any capitalized terms not otherwise defined herein shall have the meaning set forth in the Agreement. This Order supersedes any previous quotes or proposals received. Use of pre-printed forms, including, but not limited to, email, purchase orders, shrink-wrap or click-wrap agreements, acknowledgements, or invoices, is for convenience only, and all unilaterally issued and/or pre-printed terms and conditions stated thereon, except as specifically set forth in this Order, are void and of no effect.

IN WITNESS WHEREOF, the parties hereto have caused this Addendum No. 1 to be executed by their respective duly authorized representatives as of the Addendum Effective Date.

JustFOIA, Inc

VILLAGE OF WESTERN SPRINGS ("Client")

Signed: _____

Signed: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

PRICING



3717 Apalachee Parkway, Suite 201
Tallahassee, FL 32311
850.701.0725
850.564.7496 fax

Bill to: Casey Biernacki
cbiernacki@wsprings.com

Ship to: Ellen Baer
ebaer@wsprings.com

cc AP Contact: ap@wsprings.com

Client Name: Village of Western Springs

Quote Date: 9/3/2026

Client Address: 740 Hillgrove Ave, Western Springs, IL, 60558

Quote Number: 43077

Subscription Period Start Date:

Date of Contract Execution

Quote Type: New JustFOIA System

Subscription Period End Date:

Site Name: Village of Western Springs, IL

12 Months from Date of Contract Execution

URL: westernspringsil.justfoia.com

Forms: Village Clerk Records Requests, Police
Department Records Requests

Product Description:	Qty.	Unit Cost	Total
<u>JustFOIA ANNUAL RECURRING SERVICES</u>			
☒ JustFOIA Core Premium - Community (Up to 3,000 Requests)	1	\$9,500.00	\$9,500.00
<i>SKU: SUBS-JF-COR-COM-RV3K-PRE</i>			

SUBTOTAL - RECURRING ANNUAL SERVICES

\$9,500.00

YEAR 1 ORDER COST

\$9,500.00

RECURRING SERVICES

Client has elected to license the JustFOIA software provided as a service (the “**Solution**”).

An annual increase of 3% will be applied to the immediately preceding annual rates (excluding any initial or one-time discounts). The Recurring Services portion of this Order and/or applicable Addendum will renew upon payment of annual renewal invoice or will terminate as set forth below (“Termination” section). Annual increase percentage is conditional upon Client signing this Order on or before September 30, 2026.

SALES TAX

Sales tax will be invoiced where the Client is not exempt and/or has not communicated its tax status to JustFOIA. Sales tax is not included in the fee quote above.

TERMINATION

Either party may terminate this Order upon any of the following:

- Thirty (30) days after one party notifies the other in writing that they are in breach or default of this Order, unless the breaching party cures such breach or default within such thirty (30) day period; or
- Fifteen (15) days after the filing of a petition in bankruptcy by or against either party, any insolvency of a party, any appointment of a receiver for such party, or any assignment for the benefit of such party's creditors (a “**Bankruptcy Event**”), unless such party cures such Bankruptcy Event within the fifteen (15) day period; or
- If Client has not paid in full the renewal invoice within 45 days after scheduled renewal date of the Recurring Services, the Order (and/or applicable addendum) will systematically terminate, but may be reinstated if/when the Client pays the renewal invoice in full (including any applicable reinstatement fees); or

- (d) If Client is a city, county, or other government entity the following applies: If Client's governing body fails to appropriate sufficient funds to make payments due and to become due during Client's next fiscal period, Client may, subject to the terms herein, terminate the Order as of the last day of the fiscal period for which appropriations were received (each an "**Event of Non-appropriation**"). Client agrees to deliver notice of an Event of Non-appropriation to JustFOIA at least 30 days prior to the end of Client's then-current fiscal period, or if an Event of Non-appropriation has not occurred by that date, promptly upon the occurrence of any such Event of Non-appropriation. If this Order is terminated following an Event of Non-appropriation, Client agrees to compensate JustFOIA for services rendered prior to such Event of Non-appropriation.

[remainder of page intentionally left blank]

BILLING

JustFOIA will invoice Client as follows:

Product/Service Description	Timing of Billing
Recurring Services	▪ Initial Sale: Upon receipt of Order. ▪ Annual Renewal: 75 days in advance of expiration date.

JustFOIA shall not send any invoices, nor claim payment, for any fees or expenses incurred by JustFOIA until both parties authorize this Order.

PAYMENT

Client agrees to pay all undisputed invoices and undisputed portions of a disputed invoice in full within thirty (30) days from the date of each invoice. Notwithstanding any payment terms to the contrary, while Company will send a renewal invoice approximately 75 days prior to the expiration of the then current Recurring Services, the payment is not considered delinquent unless it occurs after the expiration date of the Recurring Services. Once payment has been received, no refunds for Recurring Services are available.

WHAT'S INCLUDED

Product	What's Included
JUSTFOIA CORE PREMIUM	▪ 1 TB Storage ▪ Any and All Document Management ▪ PII Detection ▪ Single Sign on ▪ Learning Management System (LMS) for JustFOIA ▪ Ideas Portal ▪ Dynamic Forms ▪ Premium Onboarding including two 1hour optional trainings and exemption code configuration
TECHNICAL SUPPORT	JustFOIA provides Technical Support—including break/fix assistance and version updates—Monday through Friday, 8:00 AM to 5:00 PM (local time within the continental U.S.) via the online support center, email (support@JustFOIA.com), and phone (866-942-0464).
JUSTFOIA MANAGED SUPPORT SERVICES (JMSS)	5 Hours that expire each year on Client's renewal date to use for assistance with consultation, training, and configuration post-implementation, including: ▪ Access to support technicians with enhanced knowledge ▪ Conduct remote training(s) for new/existing users ▪ Perform Annual System Review ▪ Assistance with system configurations and modifications to Users, Forms, Workflows, Email Templates, Reports, Dashboards, and Redaction settings

SERVICE PACKAGES

GENERAL ASSUMPTIONS

The following assumptions serve as the basis for the Service Package(s) reflected below. Any service or activity not described below is not included in the scope of services to be provided. Variations to the following may impact the Service Package's cost and/or schedule, justifying a change order.

- JustFOIA's completion of a Deliverable to Client shall constitute that JustFOIA has conducted its own review and believes it meets Client's requirements. Client shall then have the right to conduct its own review of the Deliverable as Client deems necessary. If Client, in its reasonable discretion, determines that any submitted Deliverable does not meet the agreed upon expectations, Client shall have five (5) business days after JustFOIA's submission to give written notice to JustFOIA specifying the deficiencies in reasonable detail. JustFOIA shall use reasonable efforts to promptly resolve any such deficiencies. Upon resolution of any such deficiencies, JustFOIA shall resubmit the Deliverable for review as set forth above. Notwithstanding the foregoing, if Client fails to reject any Deliverable within five (5) business days, such Deliverable shall be deemed accepted.
- If either party identifies a business issue during the project, JustFOIA and Client must jointly establish a plan to resolve the issues with potential impact analysis of timeline and budget within five (5) business days of identification. Any necessary business decision resulting from the identified business issues must be made by Client within five (5) business days from request.
- Client will maintain primary contacts and project staff for the duration of the project, as a change in staff may result in a change order for time spent by JustFOIA on retraining, reeducating, or changes in direction.
- Any deviations from the contract will be documented in a Change Order that Client must execute.
- All rates are based on normal business hours, Monday through Friday from 8 am to 5 pm local time. If scheduling needs to occur after business hours, additional rates may apply.
- For JustFOIA to excel in providing the highest level of service, Client must provide timely access to technical resources. Client must provide adequate technical support for all JustFOIA installation and support services. If Client does not have "in-house" technical support, it is Client's responsibility to make available the appropriate Information Technology resources/consultant when needed.
- Client will ensure that all Client's personnel who may be necessary or appropriate for the successful performance of the services will, on reasonable notice: (i) be available to assist JustFOIA personnel by answering business, technical and operational questions and providing requested documents, guidelines, and procedures in a timely manner; (ii) participate in the services as reasonably necessary for performance under this Order; and (iii) be available to assist JustFOIA with any other activities or tasks required to complete the services in accordance with this Order.
- Note that Client may elect not to enable some contracted Deliverables before Go Live. Support Services hours will be required to enable those contracted Deliverables after Go Live.
- All services, unless otherwise noted, will be performed remotely.

PREMIUM IMPLEMENTATION

CLIENT TASKS & DELIVERABLES

- Attend all scheduled implementation sessions and respond promptly to requests for information
- Complete necessary configuration assignments in a timely manner, including but not limited to:
 - Completion of the Initial User Configuration Spreadsheet
 - Completion of One Workflow Questionnaire per request form process outlining current records request process(es) and requirements.
 - Provide a list of desired dynamic form field(s), inclusive of deflection keywords and/or external links
 - Provide additional requirements for DirectRoute Workflow(s), if applicable including a detailed outline of the desired trigger field (department checkboxes or department dropdown on the request form and desired submission outcome for the initial routing automation
 - Create General User and Viewer accounts and respective departments
 - Create user-created email templates

- Provide a list of desired redaction exemption codes and descriptions, if applicable
- Conduct internal staff training (General Staff Users)
- Perform user acceptance testing
- Complete JustFOIA LMS training and certification

JustFOIA TASKS & DELIVERABLES

- Deploy site in the Microsoft Azure Government Cloud
- Set up Client with Training Center accounts
- Conduct Pre-Implementation Session (Up to 75 minutes) to collect necessary configuration data and outline expectations
- Lead Implementation Launch Session (Up to 75 minutes) to identify implementation milestones and introduce Client to public-facing JustFOIA site and request form(s)
- Lead up to two 1-hour discovery sessions (2 total hours) to understand, guide, and recommend process improvement
- Establish and configure initial Administrator and Power User security credentials and respective departments
- Personalize Public Portal with Client branding
- Configure number of standard and advanced (dynamic) request forms defined in the Order and necessary request statuses and workflow task lists
- Complete initial configuration of observed holidays
- Complete initial configuration of system email templates
- Conduct Remote System Training 1 (Up to 90 minutes); recording made available in JustFOIA LMS
- Conduct Remote System Training 2 (Up to 90 minutes); recording made available in JustFOIA LMS
- Conduct Remote Redaction and Document Management Training (Up to 90 minutes); recording made available in JustFOIA LMS
- Conduct Remote Workflow Training (up to 90 minutes per form); recording made available in JustFOIA LMS
- Lead up to two 1-hour training sessions (2 total hours) covering Client's desired topic(s); recordings made available in JustFOIA LMS
- Configure client-provided Redaction Exemption Codes, if required by Client
- Provide quality assurance testing
- Conduct 30-minute remote introduction to Client Success and Support Teams

ANY & ALL DOCUMENT MANAGEMENT CONFIGURATION

CLIENT TASKS & DELIVERABLES

- Attend remote Document Management training and respond promptly to requests for information

JustFOIA TASKS & DELIVERABLES

- Configure and implement Any & All Document Management module
- Conduct one (1) remote Document Management training session (30 minutes); recording uploaded to Training Center

SINGLE SIGN-ON (SSO) CONFIGURATION

CLIENT TASKS & DELIVERABLES

- Review [Single Sign-on Guide](#)
- Follow the [Single Sign-on Guide and](#) best practices documentation for your Identity Provider of choice
- Choose a protocol to connect with (e.g.: SAML, Open ID Connect)
- Choose an Identity Provider
- Attend a 30 minutes Integration session with JustFOIA to complete the configuration
- Participate in testing

JustFOIA TASKS & DELIVERABLES

- Configure JustFOIA SSO:
 - Deliver the JustFOIA [Single Sign-on Guide](#)
 - Lead a 30-minute Integration session to complete the configuration
- Complete testing

JUSTFOIA TERMS OF SOFTWARE SERVICE

THESE **TERMS OF SOFTWARE SERVICE (THESE “TERMS”)** APPLY TO ALL ORDERS PLACED FOR THE JUSTFOIA SOFTWARE PROVIDED AS A SERVICE (THE “SOLUTION”). THESE PROVISIONS SHALL SURVIVE AFTER TERMINATION OR EXPIRATION OF ANY AND ALL PORTIONS OF THE ORDER.

WARRANTIES & DISCLAIMERS

JUSTFOIA DOES NOT PROMISE THAT THE SOLUTION WILL BE UNINTERRUPTED OR ERROR-FREE. CLIENT ACKNOWLEDGES THAT THERE ARE RISKS INHERENT IN INTERNET CONNECTIVITY THAT COULD RESULT IN THE LOSS OF CLIENT PRIVACY, CLIENT DATA, CONFIDENTIAL INFORMATION, AND PROPERTY.

JustFOIA Warranties

JustFOIA warrants that (i) the Solution shall perform materially in accordance with any specifications or descriptions set forth herein, (ii) subject to exceptions related to non-JustFOIA software, the functionality of the Solution will not be materially decreased during the term of this Order, (iii) JustFOIA will use industry standard measures to not transmit malicious code and the like (“Malicious Code”) to Client, provided that if Client or a user uploads a file containing Malicious Code into the Solution Client shall be liable for the same; and (iv) to JustFOIA’s knowledge, Client’s use of the Solution in strict compliance with the Order shall not infringe or violate the intellectual property rights of any third-party.

The warranties herein are void to the extent of any Client failure to perform in accordance with the Order and any licensing terms. JustFOIA shall not be responsible for any decrease in functionality or other issues that are the result of (i) the Solution not being used in accordance with the Order, (ii) the Solution being modified or altered by or on behalf of Client without JustFOIA’s written permission, or (iii) Internet or network connections, third-party software, streaming services, computers, equipment and/or devices not supplied by JustFOIA.

Client Warranties

Client warrants that JustFOIA’s use of Client data and/or any other item provided by Client, in accordance with the Order will not infringe or violate the intellectual property or other rights of any third-party.

Client warrants that it shall have all rights and licenses of third-parties necessary or appropriate for JustFOIA to access or use such third-party products and agrees to produce evidence of such rights and licenses upon the reasonable request of JustFOIA.

LIMITED LIABILITY

JUSTFOIA’S, THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, CONTRACTORS, AND AGENTS, TOTAL AGGREGATE LIABILITY, FOR ANY AND ALL CLAIMS, DAMAGES, LOSSES, LIABILITIES, COSTS, OR EXPENSES, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, ARISING OUT OF OR RELATING TO THESE TERMS, OR USE OF THE SOLUTION (INCLUDING, WITHOUT LIMITATION, LICENSED SOFTWARE, SAAS OFFERINGS HOSTED ON MICROSOFT AZURE, AND ANY RELATED PROFESSIONAL SERVICES), SHALL IN NO EVENT EXCEED AN AMOUNT EQUAL TO THE FEES ACTUALLY RECEIVED BY JUSTFOIA UNDER THE APPLICABLE ORDER GIVING RISE TO THE CLAIM DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH LIABILITY.

LIMITED LIABILITY SHALL NOT APPLY TO: (A) BREACH OF INTELLECTUAL PROPERTY RIGHTS; (B) A BREACH OF ANY APPLICABLE ACCEPTABLE USE POLICY; (C) FRAUD OR WILLFUL MISCONDUCT; OR (D) LIABILITY THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

LIMITED LIABILITY SET OUT IN THIS SECTION SHALL TAKE PRECEDENCE OVER LANGUAGE INCLUDED IN ANY OTHER AGREEMENT.

CLIENT SOLUTION CUSTOMIZATIONS

JustFOIA is not responsible for any damage caused by the user's customization of the system not performed by JustFOIA. JustFOIA will not be held responsible for correcting any problems that may occur from these customizations.

LICENSED SOFTWARE AND SERVICES

During the term of the Order and any applicable addenda, JustFOIA grants to Client and Client accepts a non-transferable, revocable, non-exclusive, and limited license to use the Solution as defined herein subject to the terms, obligations and restrictions set forth in the Order. All rights to the Solution not granted to Client are reserved by JustFOIA.

CLIENT RESPONSIBILITIES

Files and other content that JustFOIA may provide to Client may be protected by intellectual property rights of others. Client will not copy, upload, download, or share files unless Client has the right to do so. Client, not JustFOIA, will be fully responsible and liable for what is copied, shared, uploaded, downloaded, or otherwise used while using the Solution. Client will not upload malware or any other malicious software to the Solution. Client is also responsible for the timely and accurate fulfillment of records requests, and ensuring that no classified, confidential, or illegal information is provided to or through the Solution.

ACCEPTABLE USE POLICY

Client agrees that it will not misuse or attempt to misuse the Solution, and that the Solution will only be used in a manner consistent with the Order. Client may only store non-confidential data to the Solution. It is understood and agreed that the uploading of confidential data to the Solution shall be allowed for redaction purposes (redaction process not to extend beyond 30 calendar days) and that the Solution is not to be used for long-term storage of unredacted confidential data following closure of the request.

Client acknowledges and agrees that all use of the Solution hosted on the Azure Government Cloud is subject to the Microsoft terms and conditions surrounding the same. JustFOIA's obligations and liability and Client's rights are limited by the same. Further, JustFOIA neither accepts liability for, nor warrants the functionality, utility, availability, reliability, or accuracy of, third-party software or third-party services.

INFORMATION & PRIVACY

By using the Solution, Client will be providing JustFOIA with information. Client retains full ownership of its information, and JustFOIA does not assert ownership. These Terms do not grant JustFOIA any rights to Client's information or intellectual property except for the limited rights that are needed to run the Solution, as explained below.

JustFOIA may need Client's permission to handle its information as directed and required for the functioning of the Solution. An example is hosting files or sharing them. Client hereby grants a license to JustFOIA to use and process such information solely to the extent necessary to fulfill JustFOIA's obligations. This license also extends to trusted third parties JustFOIA works with to do the same.

Client is solely responsible for its conduct, the content of its files, and its communications with others while using the Solution. For example, it is Client's responsibility to ensure that it has the rights or permission needed to comply with these Terms, Terms & Conditions.

INFORMATION SHARING AND DISCLOSURE

JustFOIA may use certain trusted third-party companies and individuals to help JustFOIA provide, analyze, and improve the Solution (including but not limited to data storage, maintenance services, database management, web analytics, payment processing, and improvement of the Solution's features). These third parties may have access to Client's information only for purposes of performing these tasks on JustFOIA's behalf and under obligations similar to those in the Information & Privacy section above.

INTELLECTUAL PROPERTY

The Solution and any services surrounding the same herein are not considered “Works made for Hire” or otherwise a grant of any right, title or interest. Except for the license grant herein, all rights to the Solution and all services surrounding the same are—and remain—with JustFOIA. Client shall retain a non-exclusive, royalty-free, world-wide, perpetual license to use the outputs generated by Solution and stored external to Solution by Client during the Subscription Period.

Except for the license grants hereunder, as between Client and JustFOIA, Client retains all rights to Client data and information.

ACCOUNT SECURITY

Client is responsible for any activity using its account and for safeguarding the passwords used to access the Solution, including not disclosing passwords to any third-party. Client will immediately notify JustFOIA of any unauthorized use of Client’s account. Client acknowledges that if it wishes to protect its transmission of data or files to the Solution, it is Client’s responsibility to use a secure network to communicate with the Solution.

DATA RETENTION & ACCESS

JustFOIA will retain Client’s information (data hosted in the Solution) for as long as its account is active or as needed to provide the Solution. If Client wishes to cancel its account or request that JustFOIA no longer use Client’s information to provide the Solution, Client may request that JustFOIA delete its account. JustFOIA may retain and use Client’s information as necessary to comply with legal obligations, resolve disputes, and enforce mutual agreements. Consistent with these requirements, Client may request that JustFOIA delete Client’s information. Please note, however, that there might be latency in deleting information from JustFOIA servers and backed-up versions might exist after deletion. In addition, JustFOIA does not delete Client information from its server’s files that Client has in common with other users, provided that JustFOIA’s confidentiality obligations will persist with regard to such retained confidential information. Client understands and agrees that once the Client instance of the Solution is decommissioned, JustFOIA may not be able to provide Client a copy of the data included therein. Client agrees that it will back up all Client information that it requires. JustFOIA may decommission any environment after 45 days of Client not maintaining an active subscription to the applicable environment, including without limitation, as a result of non-renewal and/or non-payment. For the avoidance of doubt, if Client has an active subscription, Client may download its data at any time.

NON-JUSTFOIA APPLICATIONS AND PROVIDERS

The Solution may contain links to third-party websites or resources. JustFOIA does not endorse and is not responsible or liable for third-party websites, including, without limitation, availability, accuracy, the related content, products, or services. Client is solely responsible for its use of any such websites or resources.

Acquisition of Non-JustFOIA Products and Services

JustFOIA or third parties may from time to time make available to Client third-party products or services, including but not limited to non-JustFOIA applications and implementation, customization, and other consulting services. Such products and services shall be clearly designated as provided by a third-party in the applicable Order. Any acquisition by Client of such non-JustFOIA products or services, and any exchange of data between Client and any non-JustFOIA provider, is solely between Client and the applicable non-JustFOIA provider. JustFOIA does not warrant or support products or services not provided by JustFOIA, whether or not they are designated by JustFOIA as “Certified” (as that term is defined below) or otherwise, except as specified in the Order and/or applicable addenda. No purchase of non-JustFOIA products or services is required to use the Solution except a supported computing device, operating system, web browser and Internet connection, all of which Client is solely responsible for providing in accordance with the specifications that may be provided by JustFOIA from time to time. For purposes of the Order, “Certified” shall describe applications and other products developed and sold by third parties that JustFOIA has verified interoperate with the Solution.

Non-JustFOIA Applications and Client information

If Client installs or enables non-JustFOIA applications for use with the Solution, Client acknowledges that JustFOIA may allow providers of those non-JustFOIA applications to access Client information as required for the interoperation of such non-JustFOIA applications with the Solution. JustFOIA shall not be responsible for any disclosure, modification or deletion of Client information resulting from any such access by non-JustFOIA application and/or providers. The Solution shall allow Client to restrict such access by restricting users from installing or enabling such non-JustFOIA applications for use with the Solution. JustFOIA is not responsible for, and Client agrees to hold JustFOIA harmless from any third-party claims or liability owed to third parties resulting from any unauthorized use or disclosure or any damage or loss of Client information as a result of use of non-JustFOIA applications or access to Client information by non-JustFOIA application and/or providers.

Integration with Non-JustFOIA Services

The Solution may contain features designed to interoperate with non-JustFOIA applications (e.g., Laserfiche, Adobe, Authorize.net, or PayPal applications). To use such features, Client may be required to obtain access to such non-JustFOIA applications from their providers. If the provider of any such non-JustFOIA application ceases to make the non-JustFOIA application available for interoperation with the corresponding Solution features on reasonable terms, JustFOIA may cease providing such features without entitling Client to any refund, credit, or other compensation, unless the provider of such non-JustFOIA application provides for a refund of such fees.



AGENDA ITEM SUMMARY

BOARD OF TRUSTEES

Regular Meeting: September 14, 2026

AGENDA ITEM 5.D.

To: Board of Trustees

From: Jill Izzo, Deputy Village Clerk

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

RE: Request for a Raffle License from Applicant Common Hope for Fundraising Event
(Discussion only)

Recommendation

The General Government Committee reviewed this item at their meeting on January 9, 2026 and recommended the approval of the raffle license, and waiver of fee and bond requirements submitted by Common Hope to conduct a raffle at their fundraising event taking place October 8, 2026 at the Western Springs Village Club.

Summary

The Village received an application from Common Hope to conduct a raffle in conjunction with a fund raising gala being held at the Western Springs Village Club on October 8, 2026. The raffle sales and drawing will be held during the event between 6:00 - 9:00 p.m.

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

Common Hope has requested a waiver of the \$25 raffle license application fee and the requirement to post bond. Pursuant to 3-12-3 of the Village code, the corporate authorities, only by unanimous vote, may waive the license fee and bond requirement. Common Hope has stated in its application that their fee waiver request is based on the fact that they are a non-profit organization raising funds to promote the work they do in Guatemala by partnering with children, families and communities who want to participate in a process of development to improve their lives through education, health care, housing and family development. Common Hope will be required to submit a Post Raffle Report to the Village as required by Village code.

The General Government Committee reviewed this item at their meeting of September 9, 2026 and recommends approval of the application and waiver of license fee and bond.

Financial Impact

Waiver of \$25 raffle license fee

Recommended Motion

I move to approve the raffle license and waiver of the fee and bond requirement for applicant Common Hope for their fundraiser event taking place on October 8, 2026 at the Western Springs Village Club.

Strategic Plan Alignment

N/A

File Attachments

1. Common Hope Raffle Application_Redacted



VILLAGE OF WESTERN SPRINGS
APPLICATION FOR LICENSE TO CONDUCT RAFFLE

1. Name of Organization: Common Hope
2. Address: 1410 Energy Park Dr, Suite 4, St. Paul, MN 55108
3. Mailing Address, if Different From Above: Same as above
4. Type of Organization (CIRCLE below and attach corporate mission statement and evidence of corporate and charitable status):
A. Religious B. Charitable C. Labor D. Business
E. Fraternal F. Educational G. Veterans
5. Length of Time Organization Has Been in Existence: 40 years
6. Place and Date of Incorporation: St. Paul, MN - 1986
7. Number of Members in Good Standing: 18 Board Members
8. President/Chairperson: Davor Grgic, U.S. Board Chair
[Redacted] Name [Redacted]
[Redacted] Address [Redacted] Telephone [Redacted]
[Redacted] Social Security Number [Redacted] Date of Birth 1956
9. Raffle Manager: Brianna Samson, Event Coordinator
[Redacted] Name [Redacted]
[Redacted] Address [Redacted] Telephone [Redacted]
[Redacted] Social Security Number [Redacted] Date of Birth 1990
10. Designate Organization Member(s) Who Will Be Responsible for Conduct and Operation of Raffle(s) (attach additional sheet if necessary):
Brianna Samson, Event Coordinator
[Redacted] Name [Redacted]
[Redacted] Address [Redacted] Telephone [Redacted]
[Redacted] Social Security Number [Redacted] Date of Birth 1990
11. Date(s) For Raffle Ticket Sales (max. 180 days): 10/8/26

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

Western Springs Village Club

13. Date(s) and Time(s) of Raffle(s) (date(s) for determining winners): 10/8/26

6-9pm

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

Western Springs Village Club

Location

4221 Lawn Avenue, Western Springs, IL 60558

Address

Telephone

708-256-6749

15. Total Retail Value of ALL Prizes Awarded in Raffle (max. \$200,000): \$ 1000

16. Maximum Retail Value of EACH Prize Awarded in Raffle (max. \$100,000): \$ 1000

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

18. Request to Reduce/Waiver of License Fee (\$25 fee; state reason):

Nonprofit org & raffle manager is paid staff

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

Nonprofit org & raffle manager is paid staff

20. ATTESTATION:

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

Common Hope

Name of Organization

Presiding Officer

Joseph W. Hammill

Secretary

J. Duke B. McEwen

FOR VILLAGE USE ONLY:

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

License issued to: _____

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

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

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

Reduction / Waiver of License Fee: _____

Reduction / Waiver of Bond for Raffle Manager: _____

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



AGENDA ITEM SUMMARY

BOARD OF TRUSTEES

Regular Meeting: September 14, 2026

AGENDA ITEM 6.A.

To: Board of Trustees

From: John Mastandona, Director of Finance

CC: Ellen Baer, Village Manager

RE: Water and Sewer Rate Options for Ordinance Amending Subsection 8-10-4 of the Village Code of Western Springs Regarding Water and Sewer Rates (Discussion Only)

Recommendation

The Finance Committee reviewed this item at their meeting on September 1, 2026 and recommended the approval of amending subsection 8-10-4 of the Village Code of Western Springs regarding Water and Sewer rates.

Summary

It is Village Board Policy that the water and sewer service charge shall be reviewed annually to determine if the rate is adequate to cover operating expenses, debt service payments, and the accumulation of funds to fund future capital projects. The Water & Sewer Fund is an **enterprise fund** which is meant to be self-supporting and should be funded solely through utility fees. In order to keep pace with the increase in operating costs and upcoming capital replacement costs, an increase in the Village's water & sewer rate is required to maintain services and reserve fund requirements, as set by Village policy.

Village staff have been working with Baxter & Woodman Consulting Engineers, Inc., completing a water and sewer rate study for the Village of Western Springs beginning in 2025. The purpose of the study was to review the Village water and sewer rate structure and long-term capital needs, as well as unfunded mandates such as more than 600 lead service line replacements, and make a recommendation for an optimal utility rate. Following eight (8) years without a change in the utility rate, the current operating revenues are not keeping pace with the level of capital replacement that is required and increased costs of operations (treatment supplies, utilities, etc.), resulting in a funding gap of approximately \$1.2 million per year.

The new rate will also provide funding for the Water & Sewer Fund's large capital needs, with major projects planned through 2032: Water Plant Filtration Equipment (2027), Well #4 Maintenance (2028) and Water Treatment Plant Equipment (2031). In addition, the Village must continue its program of replacing lead service lines, which has averaged over \$1 million per year. Staff has been successful in securing low-interest loans through the Illinois Environmental Protection Agency (IEPA) but estimates another \$14 million will be needed to

complete the program over the next 12 years. The annual payments due for these loans are built into the rate study.

The Finance Committee reviewed multiple rate scenarios and narrowed them to two options, which are presented below. **At its September 1, 2026 meeting, the Finance Committee recommended Option 2 to support revenue stability and maintain long-term affordability.**

Option 1:

Raise the monthly Capital Maintenance fee from \$5.00/mo to \$10.00/mo, and the combined water & sewer rate to \$16.10 per 1,000 gallons. The usage increase is \$2.10/kgal.

The average residential user (4kgal/mo) would see an increase of \$13.40 per month or about \$160 annually. This option is more impactful to higher consumption users. It would also be anticipated that an increase of about \$1.60/kgal would be needed in 2028, along with a \$2.50/mo increase to the Capital Maintenance fee. Annual adjustments of approximately \$0.80/kgal would be needed in future years to keep pace with cost increases.

Option 2:

Raise the monthly Capital Maintenance fee from \$5.00/mo to \$18.25/mo, and the combined water & sewer rate to \$14.70 per 1,000 gallons. The usage increase is \$0.70/kgal.

The average residential user (4kgal/mo) would see an increase of \$16.05 per month or about \$192 annually. This option only assumes an annual adjustment of approximately 0.80/kgal in years 2028-2032 would be needed in future years to keep pace with cost increases.

	Per 1,000 gals	Bi-Monthly Capital Maintenance Fee
Current Rate	\$14.00	\$10.00
Option 1	\$16.10	\$20.00
Option 2	\$14.70	\$36.50

Both options generate enough revenue to cover the identified funding gap and are anticipated to be effective the first two billing cycles in 2027.

Cycle 1 = January 1, 2027 - includes usage from October 15, 2026 to December 15, 2026

Cycle 2 = February 1, 2027 - includes usage from November 15, 2026 to January 15, 2027

Considerations & Tradeoffs

- **Revenue Stability:** Option 2 provides a larger fixed-fee base, improving predictability of revenues amid consumption variability.
- **Equity & Usage Signal:** Option 1 maintains a stronger “pay-for-use” signal, placing more of the increase on volumetric charges; higher users pay more.
- **Affordability:** Both options increase the average residential bill; Option 1’s lower fixed fee may mitigate impacts for low-volume customers, while Option 2’s lower volumetric rate benefits higher-volume customers.
- **Long-Term Alignment:** Either option requires annual volumetric adjustments (as noted) to keep pace with inflation and commodity costs.

Next Steps

1. **Policy Direction:** Select preferred option.
2. **Ordinance Update:** Prepare and adopt the updated rate ordinance for the January 2027 billing cycle, anticipated to be the September 2026 cycle.
3. **Communication:** Develop a clear outreach plan explaining the change, timeline, and capital and operational needs it funds (including Lead Service Line Replacement mandates, rising treatment/utility costs, etc.).
4. **Monitoring:** Include annual check-ins to validate assumptions and adjust rates as needed to stay aligned with costs and follow the Village's policy.

Village Board Policy - The water and sewer service charge shall be reviewed annually to determine if the rate is adequate to cover operating expenses, debt service payments, and the accumulation of funds to fund future capital projects. Therefore, **staff will perform a review each summer, utilizing the most recent audited statements. Results will be presented to the Village Board for consideration for setting rates for the following year.**

Financial Impact

The revenue impact would be captured in the 2027 budget of the water and sewer fund.

Recommended Motion

I move to recommend to the Village Board the approval of Option 2, amending the water and sewer rates by raising the monthly capital maintenance fee to \$18.25/mo and the combined water & sewer rate to \$14.70 per 1,000 gallons.

Strategic Plan Alignment

Financial Sustainability

File Attachments

None



AGENDA ITEM SUMMARY

BOARD OF TRUSTEES

Regular Meeting: September 14, 2026

AGENDA ITEM 6.B.

To: Board of Trustees

From: John Mastandona, Director of Finance

CC: Ellen Baer, Village Manager

RE: Library .02% Building Maintenance Levy (Discussion Only)

Recommendation

The Finance Committee reviewed this item at their meeting on September 1, 2026 and recommended the approval of the Library's intent to levy a Building Maintenance Tax in the amount of .02%

Summary

The Thomas Ford Library Board passed a resolution at the June 23, 2026 meeting requesting that the Village Board levy a Building Maintenance Tax in the amount of .02% of the value of all taxable property in the Village for the purpose of maintaining, repairing, equipping, and/or altering the Library building. This levy is allowable under section 5/3-4 of Illinois Library Law.

The .02% levy request is to be collected in the fiscal year January 1, 2027 to December 31, 2027.

The Village Board, as the corporate authority, is responsible for approving and publishing the Library's levy request as the Village includes the Library's levy within the Village's annual levy.

If approved, the publication to levy such a tax will be provided to a local newspaper and shall be effective within thirty (30) days after publication, provided a petition of more than 1,114 or more electors is not filed. Historically, this levy request has been approved.

Financial Impact

No impact on the Village financials. The amount would be included in the 2026 Levy request.

Recommended Motion

I move to approve the Library's request to levy a Building Maintenance Tax in the amount of .02%.

Strategic Plan Alignment

Financial Sustainability

File Attachments

1. Library Letter Intent to Levy



Thomas Ford
MEMORIAL LIBRARY

you
belong
here

Ms. Ellen Baer
Village of Western Springs
740 Hillgrove Avenue
Western Springs, Illinois 60558

June 24, 2026

Dear Ellen,

This letter serves as notice that at its June 23, 2026 meeting, the Thomas Ford Library Board passed a resolution requesting that the Village Board levy a Building Maintenance Tax in the amount of .02% of the value of all taxable property in the Village for the purpose of maintaining, repairing, equipping, and/or altering the Library building. This is allowable under section 5/3-4 of Illinois Library Law.

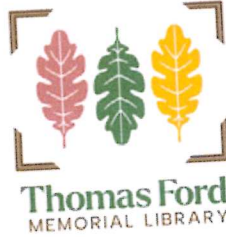
As you know this requires action by your Board as well as publication of the intent to levy such a tax.

If you need more information from me, please let me know. Also, I am sending a copy of this letter to John Mastandona Village Finance Director, so that he is aware of this request. I have attached an excerpt of the June 23, 2026, Library Board minutes containing the resolution for your files.

Sincerely,

Ted Bodewes
Library Director

C: John Mastandona



Thomas Ford Memorial Library
Board of Trustees Minutes
June 23, 2026

Carroll called the meeting to order at 7:00 p.m.

Present: Baker, Carroll, Donnelly, Graziani, Hendrick, Montgomery Absent: Fuelleman

Also present: Bodewes, Lewandowski

[Excerpted...]

New Business

Resolution for .02% Building Maintenance Levy

Every year the Library must request the Village to levy a tax for the maintenance of this public building. The Library, through the Village, has levied this tax for many years.

MOTION: Building Maintenance Levy

Carroll moved that a Building Maintenance tax in the amount of .02% of the value of all taxable property in the Village be levied for the purpose of maintenance, repairs, and alterations of the Library building and equipment for the fiscal year beginning January 1, 2027. Donnelly seconded the motion.

Roll Call:

Baker AYE

Carroll AYE

Donnelly AYE

Graziani AYE

Hendrick AYE

Montgomery AYE

All approved.

Respectfully submitted,

Kathleen Lewandowski
Recording Secretary



AGENDA ITEM SUMMARY

BOARD OF TRUSTEES

Regular Meeting: September 14, 2026

AGENDA ITEM 6.C.

To: Board of Trustees

From: Diana Puga, Municipal Services Coordinator

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

RE: Budget Amendment for the Overhead Sewer System (OSS) Cost Share Program (Discussion Only)

Recommendation

The Finance Committee reviewed this item at their meeting on September 1, 2026 and recommended the approval of a budget amendment in the amount of \$25,000 for the Overhead Sewer System (OSS) Cost Share Program.

Summary

Due to a lower participation rate in 2025, Village staff previously recommended reducing the budget for the Overhead Sewer System (OSS) Cost Share Program for 2026 from \$50,000 to \$25,000.

Possibly as a result of the weather conditions experienced in 2026, particularly the rainstorms in July, staff saw an increase in the number of residents participating in the program. To ensure there is sufficient funding for residents to upgrade their sewer infrastructure, Village staff recommends increasing the budget from \$25,000 to \$50,000.

The Village has received 6 applications to date this year. On average, the Village reimburses approximately \$5,000 per applicant, which is the maximum allowed.

Financial Impact

Account	4402515 62025
Fund	Sewer Fund
2026 Budget	\$25,000.00
Project Cost	\$50,000.00

Recommended Motion

I move to approve a budget amendment in the amount of \$25,000 for the Overhead Sewer System (OSS) Cost Share Program.

Strategic Plan Alignment

Infrastructure Improvements

File Attachments

1. Budget Amendment - OSS Cost Share

VILLAGE OF WESTERN SPRINGS BUDGET TRANSFER/AMENDMENT FORM						FINANCE USE ONLY:	
Requested by: <u>Diana Puga</u> Date: <u>08/27/26</u>						APPROVED:	
FROM ACCOUNT: (decrease)			TO ACCOUNT: (increase)			Village Manager Date	
NUMBER	DESCRIPTION	AMOUNT	NUMBER	DESCRIPTION	AMOUNT	Director of Finance Date	
			4402515 62025	Sewer System	\$25,000.00		
REASON:			REASON: Increase funding for the Overhead Sewer System Cost Share Program.			DATE ENTERED ____/____/____	
						By: _____	
NUMBER	DESCRIPTION	AMOUNT	NUMBER	DESCRIPTION	AMOUNT	Resolution Required: Yes _____ Resolution # _____ No _____	
						Budget Transfer #	
REASON:			REASON:			Page ____ of ____	
NUMBER	DESCRIPTION	AMOUNT	NUMBER	DESCRIPTION	AMOUNT		
REASON:			REASON:				



AGENDA ITEM SUMMARY

BOARD OF TRUSTEES

Regular Meeting: September 14, 2026

AGENDA ITEM 6.D.

To: Board of Trustees

From: Diana Puga, Municipal Services Coordinator

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

RE: Budget Amendment for Leak Repairs (Discussion Only)

Recommendation

The Finance Committee reviewed this item at their meeting on September 1, 2026 and recommended the approval of a budget amendment of \$80,000 to complete water system leak repairs throughout the Village.

Summary

The Municipal Services staff identified approximately 8 high priority areas with active leaks using the Village's Gutterman Leak Detection equipment. Village staff solicited quotes directly from our existing pool of on-call utility repair contractors, authorized through Independent Contractor Agreements (R-25-2952), to perform the repairs.

Staff requested a quote from all three firms: Anchor Heavy Civil, LLC, IHC Construction Companies, and Calumet City Plumbing. A summary of the quotes is as follows:

Anchor Heavy Civil - Option 1	\$78,400.00
(\$9,800 per repair)	
Anchor Heavy Civil - Option 2	\$92,000.00
(\$11,500 per shift)	
Calumet City Plumbing	\$71,500.00

Based on the quotes, Village Staff recommend contracting with Calumet City Plumbing for an amount not to exceed \$80,000. Calumet City's pricing is approximate as there are still quite a few unknowns based on the correlation reports provided. The not-to-exceed amount would allow for any incidentals in the field, which could include water main repairs or further investigations into the leaks.

This item was unanticipated or budgeted, and Village staff is requesting a budget amendment to fund this project.

Financial Impact

Account	4303510 62020
Fund	Water System

2026 Budget \$0
Project Cost \$80,000.00

Recommended Motion

I move to approve a budget amendment in the amount of \$80,000 to complete water system leak repairs throughout the Village.

Strategic Plan Alignment

Infrastructure Improvements

File Attachments

1. Budget Amendment - Water System Leak Repairs

VILLAGE OF WESTERN SPRINGS BUDGET TRANSFER/AMENDMENT FORM						FINANCE USE ONLY:	
Requested by: <u>Diana Puga</u> Date: <u>08/27/26</u>						APPROVED:	
FROM ACCOUNT: (decrease)			TO ACCOUNT: (increase)			Village Manager Date	
NUMBER	DESCRIPTION	AMOUNT	NUMBER	DESCRIPTION	AMOUNT	Director of Finance Date	
			4303510 62020	Water System	\$80,000.00		
REASON:			REASON:			DATE ENTERED ____/____/____	
NUMBER	DESCRIPTION	AMOUNT	NUMBER	DESCRIPTION	AMOUNT	By: _____	
REASON:			REASON:			Resolution Required: Yes _____ Resolution # _____ No _____	
NUMBER	DESCRIPTION	AMOUNT	NUMBER	DESCRIPTION	AMOUNT	Budget Transfer #	
REASON:			REASON:			Page ____ of ____	
NUMBER	DESCRIPTION	AMOUNT	NUMBER	DESCRIPTION	AMOUNT		
REASON:			REASON:				



AGENDA ITEM SUMMARY

BOARD OF TRUSTEES

Regular Meeting: September 14, 2026

AGENDA ITEM 6.E.

To: Board of Trustees

From: Jeff Koza, Director of Engineering Services

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

RE: Budget Amendment for Hillgrove Avenue Improvements - Phase 1 Engineering (Discussion Only)

Recommendation

The Finance Committee reviewed this item at their meeting on September 1, 2026 and recommended the approval of a budget amendment in the amount of \$300,000 for the Hillgrove Avenue Improvements - Phase 1 Engineering

Summary

Staff is requesting a budget amendment to increase funding for the Hillgrove Avenue Phase 1 Engineering project within the current budget year. The FY2026 budget includes \$150,000 in the TIF Fund (Account 5201395-50100, Professional Services) for a scoping study for Hillgrove Avenue. On April 27, 2026, the Board approved a full Phase 1 Engineering agreement with V3 Companies with a total fee of \$752,224. At the time of approval, Staff anticipated that only the originally budgeted \$150,000 would be expended during this budget year, and therefore no budget amendment was proposed.

V3 Companies has since made more substantial progress than expected and now anticipates expending \$450,000 in Phase 1 Engineering costs by the end of the calendar year. Completing Phase 1 engineering sooner is beneficial to the overall Hillgrove Avenue project schedule, and Staff is supportive of allowing the accelerated work to continue.

The TIF Fund has sufficient available fund balance to support the increased expenditures in the current budget year. Staff will include the remaining balance of the Phase 1 Engineering contract in the draft FY2027 Budget.

Staff requests Board approval of a budget amendment of \$300,000 increasing the FY2026 appropriation for Account 5201395-50100 (Professional Services) to cover the anticipated \$450,000 in Phase 1 Engineering expenditures.

Financial Impact

Account	5201395-50100
Fund	TIF District North - Professional Services

2026 Budget	\$150,000
Proposed Budget Increase	\$300,000
Proposed Amended 2026 Budget Total	\$450,000

Recommended Motion

I move to approve a budget amendment in the amount of \$300,000 for the Hillgrove Avenue Improvements Phase I Engineering project.

Strategic Plan Alignment

Infrastructure Improvements

File Attachments

1. Budget Amendment Request - TIF - Hillgrove Avenue Improvements Phase 1 Engineering

VILLAGE OF WESTERN SPRINGS BUDGET TRANSFER/AMENDMENT FORM						FINANCE USE ONLY:	
Requested by: <u>Jeff Koza</u>						APPROVED:	
Date: <u>08/28/26</u>							
FROM ACCOUNT: (decrease)			TO ACCOUNT: (increase)			Village Manager De	
NUMBER	DESCRIPTION	AMOUNT	NUMBER	DESCRIPTION	AMOUNT	Director of Finance E	
			5201395-50100	Professional Services	\$300,000		
			<i>Expenditure</i>				
REASON:			REASON: To accelerate the Phase 1 Engineering work			DATE ENTERED	
			on the Hillgrove Avenue Improvements project.				
			The engineering contract was previously approved			____/____/____	
			and there is no proposed increase in cost to that				
			contract.			By: _____	
NUMBER	DESCRIPTION	AMOUNT	NUMBER	DESCRIPTION	AMOUNT	Resolution Required:	
			<i>Revenue</i>			Yes _____	
REASON:			REASON:			Resolution # _____	
						No _____	
						Budget Transfer #	
NUMBER	DESCRIPTION	AMOUNT	NUMBER	DESCRIPTION	AMOUNT	Page ____ of ____	
			<i>Expenditure</i>				
REASON:			REASON:				
NUMBER	DESCRIPTION	AMOUNT	NUMBER	DESCRIPTION	AMOUNT		
REASON:							



AGENDA ITEM SUMMARY

BOARD OF TRUSTEES

Regular Meeting: September 14, 2026

AGENDA ITEM 8.A.

To: Board of Trustees

From: Diana Puga, Municipal Services Coordinator , Ronald Derengowski, Water Plant Superintendent

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

RE: Vendor Contract with Layne Christensen Company for Well No. 3 Maintenance and Repair (Discussion only)

Recommendation

The Public Works and Water Committee reviewed this item at their meeting on September 1, 2026, and recommended the approval of a contract with the lowest cost, qualified, and responsive bidder, Layne Christensen Company, for Well No. 3 maintenance and repair for an amount not to exceed \$200,000.00.

Summary

The Municipal Services Department is responsible for the maintenance of the Village's water wells. The decision to service the well is generally based on performance decline, maintenance costs, and equipment lifespan. Generally, the pumps are serviced and pulled every 7–10 years. The last time Well # 3 was pulled and serviced was in 2019. Once pulled, a further assessment will be made to check the overall health of the aquifer, the condition of the column pipe, the pump bowl assembly, before performing general service and maintenance to the pump and motor.

An Invitation to Bid was issued to provide maintenance and repairs on Well No. 3 on Thursday, August 13, 2026. On Thursday, August 27, 2026, the Village received a total of five (5) bids. A summary of the bids is as follows:

Layne Christensen Company	\$155,943.00
Water Well Solutions	\$167,291.00
Municipal Well and Pump	\$186,929.50
Great Lakes Water Resource Group Inc.,	\$212,509.00
The Cahoy Group	\$311,951.36

Staff recommends approving the lowest cost, qualified, responsive bidder, Layne Christensen Company, with a projected cost of \$155,943.00, but not to exceed an amount of \$200,000.00, after a full evaluation of the motor, column pipe, inspection, and rehabilitation occurs. The

Village has previous experience working with Layne Christensen Company on similar projects.

Financial Impact

Account 4302510 62015

Fund Water

2026 Budget \$200,000

Project Cost \$155,943.00 pending additional repair or maintenance costs.

Recommended Motion

I move to approve a contract with the lowest cost, qualified, and responsive bidder, Layne Christensen Company, for the Well No. 3 maintenance and repair, for an amount not to exceed \$200,000.00.

Strategic Plan Alignment

Infrastructure Improvements

File Attachments

1. Well # 3 Bid Tabulations 26' Repair and Maintenance

Well No. 3 Maintenance and Repair			Layne Christensen Company		Water Well Solutions		The Cahoy Group		Great Lakes Water Resource Group Inc.		Municipal Well and Pump	
	QTY	Unit	Unit Cost	Unit Extended Cost	Unit Cost	Unit Extended Cost	Unit Cost	Unit Extended Cost	Unit Cost	Unit Extended Cost	Unit Cost	Unit Extended Cost
Removal and reinstallation of roof for pulling	1	Lump Sum	\$ 6,000.00	\$ 6,000.00	\$ 6,500.00	\$ 6,500.00	\$ 6,526.00	\$ 6,526.00	\$ 12,900.00	\$ 12,900.00	\$ 6,030.00	\$ 6,030.00
Pull the existing well pump and column pipe (perform Byron Jackson Type H seal containment)	1	Lump Sum	\$ 15,000.00	\$ 15,000.00	\$ 23,675.00	\$ 23,675.00	\$ 25,161.00	\$ 25,161.00	\$ 31,000.00	\$ 31,000.00	\$ 15,280.00	\$ 15,280.00
BU Type M Sealed 400HP 2300V Motor Service (including oil, change, and gaskets)	1	Each	\$ 9,000.00	\$ 9,000.00	\$ 6,900.00	\$ 6,900.00	\$ 22,755.00	\$ 22,755.00	\$ 9,000.00	\$ 9,000.00	\$ 4,440.00	\$ 4,440.00
Bowl Disassembly, Repairs and Reassembly (Machining to accept new wear rings and new bowl shaft)	15	Each	\$ 665.00	\$ 9,975.00	\$ 1,590.00	\$ 23,850.00	\$ 8,068.00	\$ 121,020.00	\$ 1,020.00	\$ 15,300.00	\$ 670.70	\$ 10,060.50
New#10 SKV cable shielded	900	Foot	\$ 32.30	\$ 29,070.00	\$ 20.00	\$ 18,000.00	\$ 28.00	\$ 25,200.00	\$ 50.00	\$ 45,000.00	\$ 42.80	\$ 38,520.00
New 2300V shielded flat cable for BU motor (pig tail)	1	Each	\$ 12,000.00	\$ 12,000.00	\$ 7,230.00	\$ 7,230.00	\$ 2,491.00	\$ 2,491.00	\$ 16,900.00	\$ 16,900.00	\$ 8,150.00	\$ 8,150.00
Cul and Reinstall 8" pipe ends	27	Ends	\$ 200.00	\$ 5,400.00	\$ 124.00	\$ 3,348.00	\$ 176.00	\$ 4,752.00	\$ 175.00	\$ 4,725.00	\$ 142.60	\$ 3,850.20
Furnish/Tighten/Install new 8" Couplings	10	Couplings	\$ 200.00	\$ 2,000.00	\$ 216.00	\$ 2,160.00	\$ 323.00	\$ 3,230.00	\$ 350.00	\$ 3,500.00	\$ 573.00	\$ 5,730.00
Crane and haul pipe from site and demob*		Each	\$ 6,000.00	\$ 6,000.00	\$ 2,200.00	\$ 2,200.00	\$ 4,521.00	\$ 4,521.00	\$ 90.00	\$ 1,350.00	\$ 9,020.00	\$ 9,020.00
Inspect and pressure wash all pipe*		Hours	\$ 375.00	\$ 3,000.00	\$ 2,200.00	\$ 2,200.00	\$ 103.00	\$ 5,150.00	\$ 160.00	\$ 1,600.00	\$ 226.50	\$ 4,530.00
New 8" T&C pipe to compensate for pipe depth loss	40	Foot	\$ 67.50	\$ 2,700.00	\$ 118.00	\$ 4,720.00	\$ 120.00	\$ 4,800.00	\$ 139.00	\$ 5,560.00	\$ 151.80	\$ 6,072.00
New 8" surge control valves	2	Each	\$ 1,000.00	\$ 2,000.00	\$ 1,461.00	\$ 2,922.00	\$ 1,272.00	\$ 2,544.00	\$ 1,400.00	\$ 2,800.00	\$ 1,175.00	\$ 2,350.00
Refurbish discharge head with new bolts and gaskets	1	Each	\$ 1,900.00	\$ 1,900.00	\$ 2,500.00	\$ 2,500.00	\$ 880.00	\$ 880.00	\$ 2,950.00	\$ 2,950.00	\$ 750.00	\$ 750.00
Well Inspection including TV Survey and report	1	Each	\$ 1,350.00	\$ 1,350.00	\$ 1,600.00	\$ 1,600.00	\$ 3,498.00	\$ 3,498.00	\$ 1,600.00	\$ 1,600.00	\$ 3,090.00	\$ 3,090.00
4 airlines to be replaced	3,548	Foot	\$ 1.00	\$ 3,548.00	\$ 0.75	\$ 2,661.00	\$ 0.82	\$ 2,909.36	\$ 0.50	\$ 1,774.00	\$ 1.60	\$ 5,676.80
Miscellaneous Installation Items for install (banding, etc.)	1	Misc.	\$ 750.00	\$ 750.00	\$ 250.00	\$ 250.00	\$ 11.00	\$ 11.00	\$ 290.00	\$ 290.00	\$ 130.00	\$ 130.00
Well Rehabilitation (Atbours) or proposed method based on condition	1	Lump Sum	\$ 14,500.00	\$ 14,500.00	\$ 20,900.00	\$ 20,900.00	\$ 47,192.00	\$ 47,192.00	\$ 19,125.00	\$ 19,125.00	\$ 35,730.00	\$ 35,730.00
Reinstallation and Testing	1	Lump Sum	\$ 30,000.00	\$ 30,000.00	\$ 28,500.00	\$ 28,500.00	\$ 24,437.00	\$ 24,437.00	\$ 33,400.00	\$ 33,400.00	\$ 20,250.00	\$ 20,250.00
Well Disinfection	1	Each	\$ 500.00	\$ 500.00	\$ 1,400.00	\$ 1,400.00	\$ 3,191.00	\$ 3,191.00	\$ 350.00	\$ 350.00	\$ 4,590.00	\$ 4,590.00
Electrical work to perform disconnection/ connection	1	Each	\$ 1,000.00	\$ 1,000.00	\$ 4,875.00	\$ 4,875.00	\$ 1,243.00	\$ 1,243.00	\$ 2,280.00	\$ 2,280.00	\$ 2,030.00	\$ 2,030.00
TOTAL AS READ			\$ 155,943.00	\$ 155,943.00	\$ 167,291.00	\$ 167,291.00	\$ 198,999.00	\$ 198,999.00	\$ 212,509.00	\$ 212,509.00	\$ 186,929.50	\$ 186,929.50
DIFFERENCE (AS READ - AS CALCULATED)			\$ -	\$ -	\$ -	\$ -	\$ (112,952.36)	\$ (112,952.36)	\$ -	\$ -	\$ -	\$ -

* Quantities vary from Contractor to Contractor



AGENDA ITEM SUMMARY

BOARD OF TRUSTEES

Regular Meeting: September 14, 2026

AGENDA ITEM 8.B.

To: Board of Trustees

From: Diana Puga, Municipal Services Coordinator

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

RE: Bid Waiver and Authorization of On-Call Independent Contractor Calumet City Plumbing for Water Main Leak Repairs (Discussion only)

Recommendation

The Public Works and Water Committee reviewed this item at their meeting on September 1, 2026, and recommended to waive the competitive bidding process in favor of authorizing on-call independent contractor Calumet City Plumbing to perform leak repairs throughout the Village for an amount not to exceed \$80,000.

Summary

The Municipal Services department deployed the Gutterman ZONESCAN correlating leak detectors in our distribution system and identified approximately eight (8) high priority areas with active leaks. Village staff solicited quotes directly from our existing pool of on-call utility repair contractors, authorized through Independent Contractor Agreements (R-25-2952), to perform the repairs.

Staff requested a quote from all three firms: Anchor Heavy Civil, LLC, IHC Construction Companies, and Calumet City Plumbing. A summary of the quotes is as follows:

Anchor Heavy Civil - Option 1 (\$9,800 per \$78,400.00
repair)

Anchor Heavy Civil - Option 2 (\$11,500 per \$92,000.00
shift)

Calumet City Plumbing \$71,500.00

IHC Construction Companies \$126,738.00

Based on the quotes, Village Staff recommend contracting with Calumet City Plumbing for an amount not to exceed \$80,000. Calumet City's pricing is approximate as there are still quite a few unknowns based on the correlation reports provided. The not to exceed amount would allow for any incidentals in the field, which could include water main replacement or further investigations into the leaks. Calumet City Plumbing has a master services agreement with the Village for emergency and other water and sewer related repair items.

This item was unanticipated and was not budgeted. Village staff has also advanced an item requesting a budget amendment at the Finance Committee to fund this project.

Financial Impact

Account 4303510 62020
Fund Water System
2026 Budget \$0
Project Cost \$80,000.00

Recommended Motion

I move to approve a waiver of the competitive bidding process and authorizing on-call independent contractor, Calumet City Plumbing to perform leak repairs throughout the Village for an amount not to exceed \$80,000 pending approval of a budget amendment.

Strategic Plan Alignment

Infrastructure Improvements

File Attachments

1. Cal City Proposal - Leak Repairs
2. Anchor Heavy Civil - Leak Repairs
3. IHC - Leak Repairs

Calumet City Plumbing Co., Inc.

P.O. Box 150
Calumet City, Illinois 60409
PH: (708) 868-0074
FX: (708) 868-0102

TO:

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

PHONE 708-246-1800	DATE August 12, 2026
JOB NAME / LOCATION Water Main / Water Service Repairs Various Locations Western Springs, IL 60558	
JOB NUMBER 172372	

We hereby submit specifications and estimates for:

We propose to provide labor, equipment and material in order to make 7 repairs on water mains/water services in grass or street areas in various locations in Western Springs at the below addresses. Plumbing Contractor (PC) to saw cut, break and remove existing pavement (if required), excavate up to 7' deep to expose the existing main or service where the leak has been previously marked out by others and install a stainless steel repair clamp or cut and remove a section of copper/galvanized water service, install up to 5' of new matching diameter copper and make connection to existing piping with the required couplings. Main or service to be turned back on and checked for additional leaks. Excavation to be backfilled with existing dirt spoils or CA7/CA6 stone compacted in lifts to grade. Excess spoils to be hauled and stored at Village of Western Springs Public Works Yard for proper disposal by owner. Maintenance to excavation and final restoration of same to be done by Village. Work to be performed on a time and material basis during normal business hours.

Approximate Cost per location:

5529 Howard Avenue: \$9,500.00 - \$11,000.00
3840 Rose Avenue: \$9,500.00 - \$10,500.00
1449 Walnut Street: \$9,500.00 - \$11,000.00
4745 Johnson Avenue: \$7,500.00 - \$8,500.00
239 Hampton Avenue: \$9,500.00 - \$11,000.00
1332 Oak Street: No leak detected per leak survey report.
5229 Ellington Avenue: \$7,500.00 - \$8,500.00
4799 Franklin Avenue: \$9,500.00 - \$11,000.00

Additional Approximate Cost of \$1,500.00 to remove and replace up to 5' of water main (if required).

Payment to be made in full within 30 days of completion of work.

Price does not include the following items:

Any City, County, or State fees, permits or additional bonding.

We Propose hereby to furnish material and labor - complete in accordance with the above specifications, for the sum of:

(\$ _____).

Payment to be made as follows:

All material is guaranteed to be as specified. All work to be completed in a professional manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements contingent upon delays beyond our control. Purchaser agrees to pay all costs of collection, including attorney's fees. This proposal may be withdrawn by us if not accepted by the above due date.

Authorized
Signature _____

Note: This proposal may be
withdrawn by us if not accepted within 28 days.

Acceptance of Proposal - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature: _____

Date of Acceptance: _____

Signature: _____

Calumet City Plumbing Co., Inc.

P.O. Box 150
Calumet City, Illinois 60409
PH: (708) 868-0074
FX: (708) 868-0102

TO:

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

PHONE 708-246-1800	DATE August 12, 2026
JOB NAME / LOCATION Water Main / Water Service Repairs Various Locations Western Springs, IL 60558	
JOB NUMBER 172372	

We hereby submit specifications and estimates for:

Removal and replacement of pipe including couplings/materials.
Traffic control such as but not limited to lane closures/detours.
Saw cutting of concrete or pavement greater than 8" in depth.
Any restoration such as, but not limited to grass/shrubbery, asphalt or concrete work of any kind or maintenance of excavated area.
Any additional repairs, piping or corrections not listed above or those which could be exposed through the course of construction.
Additional costs for abnormal ground conditions such as, but not limited to, excessive dewatering, rock, frozen ground and / or slag removal.
Plumbing Contractor is not responsible for damage to any unlocated secondary underground private utilities.

We Propose hereby to furnish material and labor - complete in accordance with the above specifications, for the sum of:

(\$ _____).

Payment to be made as follows:

All material is guaranteed to be as specified. All work to be completed in a professional manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements contingent upon delays beyond our control. Purchaser agrees to pay all costs of collection, including attorney's fees. This proposal may be withdrawn by us if not accepted by the above due date .

Authorized
Signature _____

Note: This proposal may be
withdrawn by us if not accepted within 28 days.

Acceptance of Proposal - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature: _____

Date of Acceptance: _____

Signature: _____

August 25, 2026

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



Attn: Diana Puga
Re: Leak Repairs – Multiple Locations in Western Springs

To the Village of Western Springs,

ANCHOR HEAVY CIVIL, LLC. (“Anchor”) is pleased to offer the following proposal to perform the scope of services as Requested to perform water main leak repairs at multiple locations in Western Springs (List below):

- 5529 Howard
- 3840 Rose Ave
- 1449 Walnut St
- 4745 Johnson Ave
- 239 Hampton Ave
- 1332 Oak St
- 5229 Ellington Ave
- 4799 Franklin Ave

Option 1 (Recommended): \$11,500 per shift, anticipate 1-2 repairs completed per day.

Option 2 (price per each): \$9,800.00 EA

Quote Validity Period: Quote is Valid for 30 days

Inclusions:

- Utility Locates
- Excavation and trench shoring required
- Hauling & dumping removals (dump site to be provided by Western Springs)
- Backfill & compaction, graded to subgrade
- All EZ Valve tools & materials provided by Anchor
- Labor & Equipment as needed to perform all repairs

Exclusions:

- This excludes materials (stone backfill, repair clamps, and excludes all road restoration and landscaping, assuming Western Springs will provide materials & perform road patching)
- Traffic Control other than flagging
 - Lane closures if required are \$2500 EACH
- Restoration for damage caused by others
- As-Built Drawings, Engineering or stamps
- Any extra work not referenced in the quoted scope

- Job Specific Training / Badging
- Landscaping / seeding
- Bonds & Permits

All work shall be completed in a proper workmanlike manner according to Owner's specification & direction for the price proposed above. Prices are valid for 30 days. We are committed to working closely with your team to ensure safe, cost-effective and quality-driven services.

Sincerely,

Anchor Heavy Civil, LLC

312 N May, Suite 100, Chicago, IL 60607

(708) 765-3967

contact@anchorheavycivil.com

estimating@anchorheavycivil.com

T & M BUDGET PROPOSAL

Date: 8/28/26
To: Village of Western Springs
740 Hillgrove Ave
Western Springs, IL 60558
Attn: Diana Puga
(Customer)

Tel: 708-246-1800
Fax:
Cell:
Email: dpuga@wsprings.com

Project Name & Location: Various Leak Repairs – Western Springs, IL

We are pleased to quote the following prices to complete the scope of work at the above location in accordance with the project description listed below:

Proposal Description:

This time and material budget proposal is based upon the repair of leaking water facilities at 9 locations within the Village of Western Springs based upon the project information provided via email on August 20, 2026. This proposal is to be utilized for budgetary purposes only all invoicing will be based upon actual labor, equipment, material, and subcontractors utilized to complete the repairs. We have proposed this budget due to numerous unknown factors in relation to these repairs.

Time & Material Budgetary Proposal Price: **\$126,738.00**

Pricing is based upon soft soil, free from obstructions, rock, cobbles, debris or contaminates. IHC is not responsible for loss of locate wire or coating damage if any shall occur during pullback operations.

IHC Construction Companies, LLC. to provide:

Labor, Equipment, and Materials as required to complete the scope of work described above.

Customer to provide:

Bonds, Permits, Inspections, Private Utility Locates, Utility Televising, Layout/Staking, Clearing, Site Access, Location for Spoil Disposal and Tipping Fees within 3 Miles of the Project Site, All Granular Fill as required.

Terms are invoice upon completion, net 30 days; 0% retainage withheld; subject to Standard Terms & Conditions below; construction schedule subject to rig availability; proposal expires 30 days from date of issue.

Initial _____

Standard Terms & Conditions

The following provisions are incorporated into and form a part of this Proposal.

1. **CUSTOMER** understands that **IHC Construction Companies, LLC** and its personnel are not design engineers and have not designed the work to be performed by **IHC Construction Companies, LLC**, or made any determination of its suitability for the purpose sought to be achieved by **CUSTOMER**. Therefore, **IHC Construction Companies, LLC** shall not be responsible for any problems, delays, loss, cost, liability, or expense (either foreseen or unforeseen) caused by errors or defects in any part of the project design or the design and/or specifications applicable to **IHC Construction Companies, LLC's** work.
2. **ROCK**: If rock or other subsurface physical conditions differ materially from those indicated to **IHC Construction Companies, LLC** and as a result cause increase in **IHC Construction Companies, LLC's** cost of, or the time required for performance of, any part of **IHC Construction Companies, LLC's** work whether or not changed as a result of such conditions, an equitable adjustment (determined by **IHC Construction Companies, LLC**.) shall be made and the contract between the **CUSTOMER** and **IHC Construction Companies, LLC** modified accordingly.
3. **CUSTOMER** shall obtain, provide, and pay for all permits required to perform the work undertaken by **IHC Construction Companies, LLC**
4. **STANDBY**: If **IHC Construction Companies, LLC** is delayed for any reason (other than its fault), **CUSTOMER** shall pay **IHC Construction Companies, LLC** a standby rate of \$750.00 per each hour of delay.
5. **UTILITIES**: Although **IHC Construction Companies, LLC** will follow state laws by adhering to One-Call utility locating procedures, some site utilities may not be included in the one call process. In an effort to avoid utility disruption, it is the responsibility of the **CUSTOMER** to provide **IHC Construction Companies, LLC** with the most accurate information as to the location and alignment of possible site utilities. It is **IHC Construction Companies, LLC's** policy to visually verify the depth and location of each and every located underground utility in the immediate vicinity of directional bore path without exception. It shall be the **CUSTOMER** responsibility for damage and repairs to any utilities, which **IHC Construction Companies, LLC** is not permitted to expose and verify location of. Further, **IHC Construction Companies, LLC** shall not be responsible for damage to utilities in the event that adequate time is not allowed to obtain a proper One-Call ticket. The owner/customer will indemnify and defend **IHC Construction Companies, LLC** from any claims that may arise from inaccurate or missing utility locate information.
6. **CLEAN UP**: **CUSTOMER** will provide all backfilling, all landscape restoration, grading, and clean-up of the job site, will provide all necessary traffic control for both entry and exit locations, and will pay for all costs associated with the disposal of uncontaminated drilled solids.
7. **PRICING**: The lump sum pricing submitted **does not** include handling, testing, storage, or disposal of any contaminated soils.
8. **PAYMENT**: **CUSTOMER** shall pay for services rendered in full on the date of completion of the job, or receipt of an invoice, whichever occurs first. Any invoice thirty days overdue is subject to 1.5% per month service charge. Any costs of collection on monies owed shall be borne by the **CUSTOMER**. This includes, but is not limited to, court costs, attorney fees and interest. All contracts with values of less than \$3,500.00 and all contracts with private homeowners are due in full upon completion. The governing law is the State of Illinois; jurisdiction and venue is Kane County, Illinois.
9. **GROUND CONDITIONS**: SOIL CONDITIONS/CHANGED CONDITIONS/CHANGE IN SCOPE OF WORK: Proposed auger/boring is based on machine boring in suitable, dry sand or clay soils. In the event that rock, boulders, debris, loose gravel, flowing materials or other unsuitable materials or obstructions are encountered, which in our opinion prohibit boring, **CUSTOMER** agrees to reimburse **IHC Construction Companies, LLC** for costs incurred attempting to accomplish the crossing. **IHC Construction Companies, LLC** will not be responsible for any voids created outside the casing while boring or tunneling through gravel, cobbles or unstable soil. If **CUSTOMER** requests that a crossing be completed by a means other than auger/boring, a change in price will be negotiated which is mutually agreeable to both parties. If occasional cobbles/boulders are encountered and impassable by boring, additional costs for removal, or attempted removal, of same will be billed at an hourly rate. If crossing a waterway, **CUSTOMER** will attempt ensure that there is sufficient cover to prevent any infiltration of water or loss of overburden. Prices do not include provisions for working in or adjacent to contaminated or hazardous materials.
10. **GRADE BORES**: All gravity sewer pipe installed by horizontal directional drilling methods will contain some annulations; therefore, **IHC Construction Companies, LLC** does not guarantee grades on pipe installed by horizontal

directional drilling methods. Further, **IHC Construction Companies, LLC** does not guarantee pipe installed in adverse ground conditions, such as cobble and gravels.

11. **BACKCHARGES:** **IHC Construction Companies, LLC** will not accept notice of any back charges, except under the following conditions:

- a) **CUSTOMER** must notify **IHC Construction Companies, LLC** in writing within 48 hours of its decision to charge **IHC Construction Companies, LLC's** account; and
- b) Upon receipt of the notice, **IHC Construction Companies, LLC** will have 72 hours to respond to the cause of this notice, and to accept or reject said charges; and
- c) If **CUSTOMER** and **IHC Construction Companies, LLC** do not reach an agreement for settlement of back charge, parties agree to arbitrate their differences before the American Arbitration Association, the decision of which shall not preclude either party from seeking other remedies but will determine if the **CONTACTOR/OWNER** can withhold any funds from **IHC Construction Companies, LLC** because of the dispute.

12. **IHC Construction Companies, LLC** is not liable for special, indirect, consequential, or punitive damages, and its total liability is limited to the compensation received for services performed on this project. There are no implied warranties. When this Proposal is accepted by the Customer by signing below, it is the complete and entire agreement regarding the project, without other documents. It supersedes and replaces all previous agreements and understandings and cannot be changed except by a written amendment signed by the parties.

Formal Agreement

By signing below, Customer accepts this Proposal and contracts with **IHC Construction Companies, LLC** on the terms and conditions set forth in this document. After an authorized representative of the Customer has signed below and initialed the bottom of the first page, please return one copy to **IHC Construction Companies, LLC** by email, fax, or hard copy.

Customer

By: _____

Printed name: _____

Title: _____

IHC Construction Companies, LLC

By: _____

Printed name: _____

Title: _____



AGENDA ITEM SUMMARY

BOARD OF TRUSTEES

Regular Meeting: September 14, 2026

AGENDA ITEM 8.C.

To: Board of Trustees

From: Ronald Derengowski, Water Plant Superintendent

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

RE: Agreement for Water Treatment Plant Improvements with CDM Smith, Inc. (Discussion only)

Recommendation

The Public Works and Water Committee reviewed this item at their meeting on September 1, 2026, and recommended approving an agreement with CDM Smith, Inc. for engineering services related to improvements at the water treatment plant for an amount not to exceed \$59,630.00.

Summary

Attached for the Board's review are the scope of services provided by CDM Smith, Inc. for the evaluation, design, and engineering recommendations to enhance and improve water treatment capabilities. The Village has worked with CDM Smith, Inc. in the past when they engineered the Low-Pressure Reverse Osmosis Plant, which began operating in 2013.

There are three (3) main areas that CDM Smith, Inc. will evaluate and provide recommendations for improvement within the Water Treatment Plant:

1. Replacing the existing 1,100-gallon double-wall sodium hypochlorite bulk tank. With proper material selection, UV protection, vent management, and maintenance, a double-wall sodium hypochlorite tank can serve reliably for a decade or more. The water treatment plant has been fortunate that the chemical storage tank has functioned and exceeded the expected 10-year timeframe with its use of nearly 13 years, but it is requiring replacement as the inner wall is compromised. CDM Smith, Inc. will evaluate alternatives for replacement since there are structural constraints that limit the sizing and type of tanks and its containment system.
2. The water treatment plant is anticipating pipe lining to enhance the longevity of 110' of pipe that is located between the reservoir and treatment plant. This will allow water drawn from Well# 5 to enter the treatment plant through that piping. Current operations mainly allow water drawn from Well #5 to primarily be placed in the reservoir. Modifications to the raw water piping and equipment will improve operational flexibility and treatment through both process trains, which will enable treatment to occur when a well goes down for scheduled maintenance or emergency repairs, and allow better well rotation which may prolong the health and stability of the aquifer.

3. Well # 4 Reverse Osmosis (RO) System Modification. The current operational set-up for well #4 RO vessel treatment is a two-stage configuration where 14 vessels exist in the first stage and 7 vessels in the second stage. Well # 3 is a two-stage configuration where 16 vessels treat the first stage and 8 vessels treat the second stage. The addition of vessels on the Well # 4 skid will allow more water to be treated. Current operations allow a 55% treated/45% blend of the finished water after treatment through Well #4. Additional vessels will change the percentage of blended water after treatment to allow a similar 70% treated/30% blended consistency for finished water after treatment which is currently processed through RO skid # 3. Improvements will result in additional treatment capacity and provide additional benefits to water quality.

Financial Impact

Account Water Fund
Fund 4302510 62015
2026 Budget \$60,000.00
Project Cost Not to exceed \$59,630.00

Recommended Motion

I move to approve an agreement with CDM Smith, Inc. for engineering services related to improvements at the water treatment plant for an amount not to exceed \$59,630.00.

Strategic Plan Alignment

Capital Improvements

File Attachments

1. SOW_Western_Springs_WTP_Improvements

Village of Western Springs

WTP Improvements Evaluation

Scope of Services – Phase 1 – Preliminary Evaluation and Technical Memorandums

The Village of Western Springs (Village) operates a reverse osmosis (RO) treatment plant. The plant treats groundwater from three deep wells and is rated approximately 1.7 million gallons per day (MGD). The Village is considering improvements to replace the sodium hypochlorite bulk tank, improve raw water supply redundancy, and enhance treatment train flexibility.

The Village recently drilled a new deep well (Well 5) to supplement the existing deep wells, Well 3 and Well 4. Each well has a dedicated treatment process train. Because of the current raw water piping configuration, Well 5 uses the Well 4 treatment train, and therefore Well 4 and 5 cannot operate simultaneously. The Village desires the flexibility to operate Well 5 in either the Well 3 or Well 4 treatment train. Currently, Well 5 is used exclusively under an emergency basis, if well 4 and 5 are running at the same time, Well 5 can only be used to fill the reservoir. The Village also desires to expand the Well 4 membrane train to match the Well 3 train capacity.

In support of these improvements, CDM Smith Inc. (CDM Smith) will evaluate the existing facilities and develop planning-level recommendations for implementation, as detailed in this scope of services. The evaluations and recommendations will be documented in a Technical Memorandum for review by the Village and will provide a basis for defining the scope, budget, schedule, and implementation requirements for subsequent design. Detailed design, bidding services, permitting services, procurement services, and construction-phase services are assumed to be completed under a future amendment.

Task 1 WTP Improvements Evaluation

Task 1.1 Sodium Hypochlorite Tank Replacement Evaluation

A 1,500-gallon double-wall sodium hypochlorite bulk tank was installed in the chemical room as part of the 2013 Low Pressure RO WTP Project which converted the plant from lime softening to RO. Village staff have reported that the tank has developed a leak in both the internal and outer tank shells and is leaking chemical into the room. The Village is interested in options to replace the tank.

CDM Smith will evaluate alternatives for removal of the existing double-wall sodium hypochlorite storage tank and the installation of a replacement tank (or tanks) within the existing chemical room. The evaluation will consider facility access, structural constraints, constructability, operational impacts, and future maintenance requirements. As part of this task, CDM Smith will perform the following:

- Review available architectural, structural, mechanical, and chemical feed record drawings, existing tank information, and relevant operation and maintenance information.

- Conduct a multidisciplinary site visit to verify existing conditions and access constraints, including the chemical room, existing tank, double doors into the chemical room, single-door access into the plant, stairwell, potential to add roof hatches, concrete masonry unit walls, chemical piping, containment, ventilation, and available working space in Chemical Room and routes to access it.
- Identify and evaluate up to three (3) alternatives for removal of the existing tank and installation of the replacement tank. Alternatives may include the following:
 - Installing a sectional, field-assembled, fiberglass reinforced plastic (FRP) tank system that can be transported through the existing access route with associated containment requirements.
 - Architectural and/or structural improvements to enhance tank access. These may include removal of the Chemical Room exterior wall or installation of a roof hatch over the stairwell and temporary removal or modification of the stairwell CMU wall, where structurally feasible.
 - Installation of two smaller bulk tanks to replace the existing 1,500 gallon double-walled tank.
- Develop conceptual plan views or sketches showing the proposed tank arrangement, removal and installation route, major building modifications required, temporary access requirements, and chemical system tie-ins for each alternative.
- Review chemical storage volume, secondary containment, material compatibility, ventilation, access, delivery, operation, and maintenance considerations at a conceptual level.
- Identify key advantages, disadvantages, risks, and anticipated treatment plant operational impacts associated with each alternative.
- Prepare a preliminary sequence of construction outlining major activities and measures required to maintain safe sodium hypochlorite feed during construction.
- Perform a conceptual structural evaluation of affected load-bearing walls, roof framing, and proposed temporary or permanent openings. Identify additional investigations required for detailed design.
- Prepare an Association for the Advancement of Cost Engineering (AACE) Class 5 OPCC for the recommended alternative.
- Summarize the results of the evaluation in a draft Technical Memorandum 1. Incorporate Village comments into a final Technical Memorandum 1.

Task 1.2 Well Nos. 3, 4, and 5 Interconnection

CDM Smith will evaluate modifications to the raw water well piping and associated equipment to improve operational flexibility and redundancy between Well Nos. 3, 4, and 5. Based on information provided by the Village, Well No. 5 can currently feed the Well No. 4 process train. The evaluation will determine conceptual modifications required to allow Well No. 5 to feed either the Well No. 3 or Well No. 4 process train.

- Review available well, pump, civil and mechanical piping drawings and relevant operating information.
- Conduct a site visit to verify the existing well discharge piping, headers, valves, meters, pump connections, process train tie-ins, and available space for piping modifications.
- Document the existing well routing and operational limitations for Well Nos. 3, 4, and 5.
- Develop a conceptual basis of evaluation using available well pump capacities, operating flows, pressures, treatment train requirements, and known operational constraints.
- Identify and evaluate a singular feasible interconnection alternative that would allow Well No. 5 to feed either the Well No. 3 or Well No. 4 process train while maintaining the existing Well No. 3 and Well No. 4 supply functions. The alternative will include the following:
 - Conceptual process schematic illustrating well sources, existing piping, valves, meters, pumps, and process train connections.
 - Conceptual mechanical piping plan showing the proposed routing and major tie-in locations.
 - Identification of structural, architectural, or site modifications associated with the proposed piping configuration.
 - Identification of key shutdown requirements, and operational impacts
- Prepare an AACE Class 5 OPCC for the recommended improvements
- Summarize the results of the evaluation in a draft Technical Memorandum 2. Incorporate Village comments into a final Technical Memorandum 2.

Task 1.3 Well No. 4 Reverse Osmosis System Modification

CDM Smith will evaluate modifications to the Well No. 4 RO treatment train to increase the membrane vessel arrangement from the existing 14 first-stage and 7 second-stage configuration to a 16 first-stage and 8 second-stage configuration comparable to the Well No. 3 RO train. The evaluation will address the associated increase in feed flow and the resulting mechanical, electrical, structural, instrumentation, and controls requirements.

- Review available RO process drawings, membrane and pressure vessel information, feed pump and motor data, electrical information, control documentation, operating data, and relevant performance information.
- Conduct a site visit to document the Well No. 4 RO train, feed pumps, piping, electrical equipment, controls, equipment access, available space, and structural support conditions.
- Confirm the existing Well No. 3 16:8 and Well No. 4 14:7 configurations and develop conceptual design criteria for a Well No. 4 16:8 configuration using available information.
- Evaluate the membrane vessel, manifold, piping, valve, instrumentation, and controls modifications required for the proposed arrangement.

- Evaluate the existing feed pump duty point and identify whether pump replacement, impeller modification, motor replacement, or other improvements are conceptually required to support the proposed flow.
- General/Mechanical Process
 - Develop a conceptual process schematic and equipment modification plan showing additional pressure vessels, manifolds, piping, valves, pumps, and major tie-ins.
 - Identify anticipated process impacts, operational considerations, shutdown requirements, and preliminary sequence-of-construction considerations.
- Prepare an AACE Class 5 OPCC for the recommended improvements.
- Summarize the results of the evaluation in a draft Technical Memorandum 2. Incorporate Village comments into a final Technical Memorandum 2.

Task 2 Technical Memorandums

CDM Smith will develop two Technical Memorandum that summarizes the existing conditions, evaluation criteria, alternatives, conceptual drawings and schematics, multidisciplinary considerations, OPCCs, and recommended improvements developed under Tasks 1.1 through 1.3. The Technical Memorandums will include the following:

- Technical Memorandum 1
 - Sodium hypochlorite tank replacement alternatives and recommendation.
- Technical Memorandum 2
 - Well Nos. 3, 4, and 5 interconnection evaluation and recommendations.
 - Well No. 4 RO system modification evaluation and recommendation.

Both Technical Memorandum will include the following:

- Project background, available information, existing conditions, and evaluation criteria.
- Conceptual plans, layouts, process schematics, mechanical piping schematics, multidisciplinary considerations, constructability, and sequence-of-construction considerations, as applicable, developed under the three technical Task 1 tasks.
- AACE Class 5 OPCC for each improvement and a combined planning-level project cost summary.
- Prepare a DRAFT Technical Memorandum for Village comments.
- Prepare a FINAL Technical Memorandum incorporating one consolidated set of Village comments.

Task 3 Project Management, Meetings, and Site Visit

CDM Smith will provide the following services as part of this task:

- Develop and monitor project schedule and budget.

- The evaluations will be based on available records, visual observations of accessible conditions, and discussions with Village staff. Destructive investigation, confined-space entry, hazardous material sampling, and detailed field measurements are not included.
- The structural evaluation is conceptual and will not include final structural calculations, demolition plans, temporary shoring design, or construction documents.
- The OPCCs will be AACE Class 5 estimates appropriate for conceptual planning. Actual bids and construction costs may vary based on market conditions, final design, site conditions, and contractor approach.
- Topographic survey, subsurface utility exploration, laser scanning, geotechnical investigation, material testing, pump testing, membrane pilot testing, and detailed hydraulic or process modeling are not included.
- Detailed design, bidding support, permitting, procurement, construction-phase services, resident engineering, startup, and commissioning services are not included. These services may be provided under a future amendment.
- The scope includes evaluation of up to three (3) sodium hypochlorite tank replacement alternatives. Evaluation of additional alternatives requested after alternatives screening may require an amendment.
- The Village will provide one consolidated set of review comments on the Draft Technical Memorandum.

- Maintain a checklist of outstanding and upcoming responsibilities and tasks.
- Prepare monthly summary reports and invoices.
- One (1) in-person kickoff meeting combined with a multidisciplinary site visit.
- Up to two (2) virtual progress or technical coordination meetings.
- One (1) virtual meeting with the Illinois Environmental Protection Agency (IEPA) for project coordination and necessary design criteria requirements.
- One (1) virtual Draft Technical Memorandum review meeting each.

Project Schedule

CDM Smith will work with the Village to establish an overall project schedule following Notice to Proceed and receipt of available background information. The schedule will account for the site visit, alternatives development, interdisciplinary evaluation, preparation of the Draft Technical Memorandum, Village review, and preparation of the Final Technical Memorandum. CDM Smith proposes the following schedule for this work:

- WTP Improvements Evaluation Technical Memorandum 1 – within two months of Notice to Proceed.
- WTP Improvements Evaluation Technical Memorandum 2 – within four months of Notice to Proceed.

Fee and Method of Payment

CDM Smith will complete the above scope of services for a not-to-exceed fee of \$59,630 with monthly invoices consistent with the work performed. The fee will be billed on a time and materials basis with established hourly rates. Project direct costs and other expenses will be billed in accordance with the applicable agreement.

ITEM	Project Scope of Work Fee
Task 1 WTP Improvements Evaluation	\$22,745
Task 2 Technical Memorandums	\$24,325
Task 3 Project Management, Meetings, and Site Visit	\$12,560
Not-to-Exceed Fee for Design Services	\$59,630

Assumptions

In addition to the assumptions listed above within each task, the following are additional assumptions for the scope of services for the project:

- The Village will provide available equipment data, operating data, water quality information, prior studies, O&M information, electrical information, and other information reasonably required for the evaluations.



AGENDA ITEM SUMMARY

BOARD OF TRUSTEES

Regular Meeting: September 14, 2026

AGENDA ITEM 8.D.

To: Board of Trustees

From: Diana Puga, Municipal Services Coordinator

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

RE: Water Valve Replacement Project Update (Discussion only)

Recommendation

None.

Summary

On February 23, the Village Board approved a Professional Services Agreement, Resolution No. 26-2980, with Robinson Engineering Ltd. to provide services related to the design and construction engineering of water valve replacements for an amount not to exceed \$46,500.00.

Staff anticipates issuing a bid for the water valve replacements by Thursday, September 3 with a bid opening on Thursday, September 17. An item with a recommendation will be on the September 28 Village Board agenda, with consideration for approval anticipated during the October 12 Village Board meeting.

Financial Impact

No financial impact at this time.

Recommended Motion

No action required at this time.

Strategic Plan Alignment

Infrastructure Improvements

File Attachments

None



AGENDA ITEM SUMMARY

BOARD OF TRUSTEES

Regular Meeting: September 14, 2026

AGENDA ITEM 8.E.

To: Board of Trustees

From: Ronald Derengowski, Water Plant Superintendent

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

RE: September Water Update (Discussion only)

Recommendation

N/A

Summary

Pilot Study for Alternative Amiad Filtration

The water plant has collected nearly a month's worth of data and will begin the analyzation of the raw water vs. water treated by trial filtering system (Forsta) vs. water initially treated by the current Amiad units.

August was focused on Well # 4, and monitoring and testing will occur for Well # 3 starting mid-September.

Water plant staff have been conducting many of the tests in-house and are focused on testing four analyte conditions:

- Total and Dissolved Iron
- Total and Dissolved Manganese
- Dissolved Oxygen (starting late August)
- Possible Radium removal capabilities

Hydrant Painting

Go Painters has completed their contract with all the scheduled sandblasting and painting of fire hydrants for 2026.

Vibration Testing of Pumps at the Water Plant

Dreisilker completed pump vibration analysis on the pumps located at the water treatment plant on August 26, 2026. Pending the report, maintenance will be scheduled for the specific needs of the pumps and equipment. Projects starting in September.

Additional Projects

Several projects will begin with their construction or maintenance activities within the Village during September:

- **Phase 2 Lead Service Line Replacement:** Beginning on September 8, 2026, Anchor Mechanical Inc. will begin the lead service line replacements for the 47 homes that are scheduled for 2026. The first month will focus on those located on Garden Avenue, Rose Avenue, and Western Avenue.
- **Valve Exercising and Assessments:** Wachs will be performing the exercising and assessment of approximately 209 water valves in the Ridge Acres, Springdale, and Ridgewood communities.
- **Replacement of Water Meters:** Water Services has begun scheduling and replacement of the

104 water meters anticipated for this project.

Financial Impact

Report Only

Recommended Motion

N/A

Strategic Plan Alignment

Infrastructure Improvements

File Attachments

None



AGENDA ITEM SUMMARY

BOARD OF TRUSTEES

Regular Meeting: September 14, 2026

AGENDA ITEM 8.F.

To: Board of Trustees

From: Matthew Supert, Director of Municipal Services

CC: Ellen Baer, Village Manager

RE: Leaf Pickup Resident Survey - Update

Recommendation

Review and discussion of the leaf collection survey and preliminary review of data collected.

Summary

Leaf Program History

Each fall, the Public Works Division conducts approximately seven weeks of curbside leaf collection throughout the Village. Residents and landscapers rake/blow leaves from private property and parkway trees into the street where they are collected by Village crews. While the program remains a valued service for many residents, it requires the full commitment of Public Works personnel during the busiest portion of the fall season, and presents several operational challenges.

Beginning in 2022, the Village modified the disposal process by contracting Lakeshore Recycling Services (LRS) to transport collected leaves from the Public Works facility to the composting site. This change improved employee safety by eliminating after-hours hauling and reduced liability associated with transporting leaves long distances. Disposal costs currently average approximately \$50,000 to \$60,000 annually, in addition to labor, equipment operation, maintenance, and administrative costs. As additional subdivisions such as Commonwealth and Timber Trails are accepted into the Village street system, the current collection route is expected to increase by approximately nine percent. Without additional personnel or equipment, maintaining the current level of service will become increasingly difficult.

Operational Considerations

Although the leaf collection program provides an important seasonal service, several ongoing operational issues continue to affect efficiency and service delivery.

Stormwater Management

Leaves placed in the street frequently accumulate along curbs and storm drains, increasing the likelihood of localized flooding during rain events. Public Works staff routinely respond to clear blocked inlets during storms, diverting personnel from other maintenance and emergency operations.

Staffing and Equipment

During the collection season, nearly all Public Works employees are assigned to leaf collection activities. This limits the Department's ability to complete routine maintenance, respond to work orders, and perform infrastructure improvements. In addition, leaf collection places significant wear on specialized equipment, including loaders, dump trucks, and vacuum equipment that were not designed for prolonged seasonal leaf handling.

Snow Operations

Leaf collection coincides with the beginning of the winter maintenance season. Converting vehicles from leaf collection to snow and ice control operations requires several days, reducing operational flexibility when early snowfall occurs.

Program Costs

The Village continues to incur significant annual costs associated with labor, equipment maintenance, disposal, and contracted hauling. Future expansion of the service area will place additional pressure on existing staffing and equipment resources.

2026 Resident Survey

To better understand resident priorities and evaluate future program improvements, the Village conducted a Resident Leaf Collection Survey. Residents were informed of the survey via the Village website, on social media, and in the current issue of Tower Topics. Information about the survey was included in the August issue of President's E-News, and additional reminders were circulated via the website and through Facebook. The survey remains open through August 31.

Summary of Leaf Survey Data

The response data for the leaf survey is summarized below.

Participation & Satisfaction

- **High Participation:** 527 or 68% of respondents use the Village Leaf Program, either by placing leaves at the curb themselves or via landscapers.
- **Satisfaction Spectrum:** Satisfaction is mixed: 552 of the 779 responders indicated they are "very satisfied" or "somewhat satisfied."

Most Common Issues Reported

Operational Challenges:

- **Timing of Collection:** Many residents report that the collection schedule does not align with when leaves actually fall. Fewer leaves are observed falling in October and more leaves are observed falling later in the collection cycle at the end of November into December.

- **Delays Due to Weather:** Early snow or rain often interrupts collection, leaving leaves uncollected for days or weeks.
- **Inconsistent Pickup:** Residents indicate frustration with unpredictable pickups times, especially after storms or at the end of the season.

Street & Environmental Concerns:

- **Clogged Sewer Drains & Flooding:** One of the most frequently cited issues is leaves clogging storm drains, leading to street and even basement flooding.
- **Leaves Blowing Back:** Leaves left on the street often blow back onto properties, requiring repeated cleanup.
- **Debris in Leaf Piles:** Non-leaf items (pumpkins, sticks, landscape waste) are often mixed in, complicating collection and causing additional mess.

Safety & Accessibility:

- **Traffic Hazards:** Large leaf piles block sight lines, create driving hazards, and make it difficult for pedestrians and cyclists.
- **Cars Parked on Leaf Piles:** This impedes collection and can create additional safety issues.

Respondents Duration of Residence:

- Long-term residents (10+ years) were more likely to be satisfied with the program and see it as a valued community service.
- Newer residents were more likely to question the efficiency and environmental impact and are open to alternatives like bagging or mulching.

Comparison of Surrounding Communities

Village staff completed a survey of the 157 Cook and DuPage County municipalities in 2022 and leaf pickup programs

The survey map has been updated for neighboring communities for 2026. Of the 157 communities surveyed only eleven reported leaf pickup programs which are handled by the municipality. The Public Works & Water Committee during its September 1st committee meeting discussed comparative community service levels, operational costs, and other topics observed from the community survey.

Recommendations for 2026 Leaf Season

Staff is continuing to evaluate opportunities to improve operational efficiency while maintaining the current level of service whenever practical. Resident feedback from the survey was extremely helpful and the preliminary recommendations for 2026 endeavor to focus on addressing some of the common issues identified in the survey, such as safety concerns, late season pickup, and communication during storm or severe weather events.

Enhancing resident communication before and during the collection season.

Village staff will explore options to increase updates through the Village website and digital channels. Because the Village does not have a full-time communications manager, staff will also investigate leveraging the Village's GIS platform to improve the delivery, clarity, and timeliness of public notifications, specifically if weather or operational delays impact pickup schedules. The implementation of an interactive map that shows the daily completed areas can help keep residents informed.

Enhance efforts to reduce safety issues and stormwater impacts, resident education and enforcement.

Safety issues and stormwater concerns remain consistent across neighborhoods. Stronger code enforcement can be utilized to ensure that only leaves are placed in the street, that cars are not parking over leaf piles, and that leaves are only placed during the designated pickup windows can help to improve multiple issues.

Staff will continue education efforts aimed at reducing drain blockages.

Improvements post-December 1st Pickup Issues.

The Village is finalizing cost information from Lake Shore Recycling (LRS) for contractual service options to support leaf pickup after December 1 if leaf volume or weather conditions require additional resources.

In the longer term, staff is determining whether contractual vacuuming services could be implemented with leaves placed in the parkway rather than the roadway, which may help mitigate on-street flooding, parking conflicts, and other recurring issues.

2027 Season and Beyond: Reviewing long-term service delivery options that balance resident expectations with operational sustainability and fiscal responsibility.

Staff will continue assessing the program structure to ensure it remains responsive, manageable, and cost-effective over time. To improve efficiency and better align operations with observed leaf-drop patterns, staff will evaluate shifting the start of the collection program to the first week of November rather than mid-October. Survey data and field observations indicate that the first several weeks of the current schedule do not typically see significant leaf volume, while also historically observe more intense storm events.

Modifications to the pickup schedule are also being considered. The Committee is asked to review the attached information (**Attachment B**) regarding other communities' programs; including Naperville, Oak Lawn and La Grange Park, which have similar programs, but schedule

only a specific number of picks (3-4 for the pickup period) rather than a continuous pickup route.

At this time, it is recommended that operational enhancements be considered for 2026 and other more substantive changes to the collection program be considered for 2027 due to timing.

Financial Impact

TBD

Recommended Motion

TBD

Strategic Plan Alignment

Community Engagement and Operational Improvement

File Attachments

None



AGENDA ITEM SUMMARY

BOARD OF TRUSTEES

Regular Meeting: September 14, 2026

AGENDA ITEM 8.G.

To: Board of Trustees

From: Inga Cebelis, Staff Engineer

CC: Ellen Baer, Village Manager, Jeff Koza, Director of Engineering Services

RE: Woodland Avenue Reconstruction Project No Cost Change Order 1 - Authorizing Extension of Time (Discussion only)

Recommendation

The Public Works and Water Committee reviewed this item at their meeting on September 1, 2026 and recommended the approval of a no-cost Change Order No. 1 for the Woodland Avenue Reconstruction Project and extending the substantial completion date to October 16, 2026, and the final completion date to November 20, 2026.

Summary

In December of 2025, the Village Board approved a contract with G & M Cement Construction, Inc. for the Woodland Avenue Street Reconstruction Project for an amount not to exceed \$2,992,348.05. Village staff and HR Green, the engineering firm that oversees daily construction activities on behalf of the Village, have received a request from the contractor for a time extension due to unforeseen field and technical adjustments. These adjustments required additional coordination related to:

- Cured In-Place Pipe (CIPP) sewer lining
- T-Liner lateral service lining
- Necessary water main modifications.

HR Green has reviewed Change Order No. 1 and has provided a letter recommending approval of the requested time extension.

The original substantial completion date for the project was September 14, 2026, with a final completion date of October 16, 2026. Staff recommend approving the request to extend substantial completion to October 16, 2026, and final completion to November 20, 2026.

Financial Impact

N/A

Recommended Motion

I move to approve a no-cost Change Order No. 1 for the Woodland Avenue Reconstruction Project extending the substantial completion date to October 16, 2026, and the final completion date to November 20, 2026.

Strategic Plan Alignment

Infrastructure Improvements

File Attachments

1. Woodland Ave Reconstruction Project - Change Order 1
2. Contractor Extension Request and HR Green Review Letter

Village of Western Springs CHANGE ORDER NO. 1:

Owner: Village of Western Springs
 Engineer: HR Green, Inc.
 Contractor: G & M Cement Construction, Inc.
 Project: Woodland Ave Reconstruction Project

Date Issued:

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

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:	
\$ 2,992,348.05		Substantial Completion: September 14, 2026	
		Ready for final payment: October 16, 2026	
[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]:	
\$ N/A		Substantial Completion: N/A	
		Ready for final payment: N/A	
Contract Price prior to this Change Order:		Contract Times prior to this Change Order:	
\$ 2,992,348.05		Substantial Completion: September 14, 2026	
		Ready for final payment: October 16, 2026	
[Increase] [Decrease] this Change Order:		[Increase] [Decrease] this Change Order:	
\$ 0		Substantial Completion: October 16, 2026	
		Ready for final payment: November 20, 2026	
Contract Price incorporating this Change Order:		Contract Times with all approved Change Orders:	
\$ 2,992,348.05		Substantial Completion: October 16, 2026	
		Ready for final payment: November 20, 2026	

Recommended by Engineer (if required)
 By: Keri B...
 Title: Area Manager
 Date: 9/25/2026
 By: _____
 Title: _____
 Date: _____

Accepted by Contractor

 Approved by Funding Agency (if applicable)

G & M CEMENT CONSTRUCTION, INC.

Specializing in Residential & Commercial Concrete Construction

58 West Commercial Road

Addison, IL 60101

(630) 628-6208 Fax: (630) 628-6209

July 24, 2026

Re: Western Springs-Woodland Ave.-Project Time Extension

To whom it may concern:

G&M Cement Construction is requesting a time extension for the above project, due to underground conflicts and CCIP Liner Delays/and Conflicts.

Based on the new updated Schedule provided, G&M Cement Construction is asking for a time extension for the Woodland Ave. project. We have had numerous delays and conflicts with the underground work. We have had some delays with the CCIP liner work. There is also an unknown with the lateral lining as it pertains to the amount of clean outs that will need to be installed. The cleanouts will add at least 3 to 4 weeks to the original schedule originally provided. Because of all of these factors G&M Cement Construction is requesting substantial completion to be November 6th and final completion to be November 20th.

Please contact our office for any questions in this matter.

Yours truly,

Nick Vavalle,



August 18, 2026

Jeff Koza
Village of Western Springs
740 Hillgrove
Western Springs, IL 60558

Re: **Woodland Ave Time Extension** Recommendation

Dear Mr. Koza,

G&M Cement Construction, Inc. (G&M), the general contractor for the Village of Western Spring's Woodland Ave Reconstruction Project has submitted a letter requesting a time extension for a completion date of November 20, 2026. HR Green has reviewed the progress to date on the project as well as evaluated the approved project schedule. During our detailed review of the project, we evaluated the cumulative delays encountered during construction. The project has experienced approximately 5 to 6 weeks of legitimate, non-concurrent delays arising from a mix of unforeseen field conditions, CIPP sewer lining coordination, and contractor scheduling.

Summary of Project Delays

- **Unforeseen Field & Technical Adjustments:**
 - **CIPP Sewer Lining Coordination & Cleaning:** Alignment and correspondence issues with National Power Rodding (NPR) (~2 weeks) and required additional CIPP pipe cleaning (~2 days).
 - **T-Liner Lateral Service Lining Coordination:** Correspondence issues with Performance Pipelining Inc (PPI) regarding installations on larger diameter sewers and for additional required T-Liner cleanouts (~3 weeks).
 - **Water Main Adjustments:** Removal of old water main south of Elm Street (~3 days) and execution of an additional pressure connection on 47th Street (~2 days).
- **Contractor & Subcontractor Scheduling:**
 - **T-Liner Installation:** Extended subcontractor installation timeframe relative to original baseline schedule (~4 weeks).
 - **Tree Protection:** Initial Homer tree protection fencing setup delays (~2 days).

While G&M has requested a 7-week extension for Substantial Completion and a 5-week extension for Final Completion, a portion of these schedule overruns stems from coordination gaps between the prime contractor and their subcontractors.

Recommendation

HR Green recommends the Village approve a modified time extension as follows:

- **Substantial Completion (Roadway Reopened):** Extended to **October 16, 2026**. This extension allows for proper placement and curing of the concrete roadway prior to the onset of cold weather and potential freezing temperatures.
- **Final Completion:** Extended to **November 20, 2026**.



Note on Restoration: Final completion on November 20th risks pushback on final sodding and landscape restoration due to seasonal weather limits. We recommend holding project retention for any unestablished turf or sensitive restoration items unable to take root safely before winter. Final acceptance of the project and full payment will most likely be finalized in Spring 2027.

Sincerely,

HR Green, Inc.

A handwritten signature in cursive script that reads 'Kevin J. Berry'.

Kevin J. Berry, P.E.

Area Manager

J:\2022\2202550\Construction\Construction_Progress\Ltr_WoodlandAve_TimeExt_08182026.dotx



AGENDA ITEM SUMMARY

BOARD OF TRUSTEES

Regular Meeting: September 14, 2026

AGENDA ITEM 8.H.

To: Board of Trustees

From: Jeff Koza, Director of Engineering Services

CC: Ellen Baer, Village Manager

RE: 2026 Road and Utility Program No Cost Change Order 1 - Authorizing Extension of Time
(Discussion only)

Recommendation

The Public Works and Water Committee reviewed this item at their meeting on September 1, 2026 and recommended the approval of a no-cost Change Order No. 1 for the 2026 Road and Utility Program extending the substantial completion date to October 16, 2026, and the final completion date to October 31, 2026.

Summary

V3 Companies reviewed Schroeder Asphalt Services' (SAS) request for a time extension for the 2026 Resurfacing & Utility Program. Based on their evaluation of the overall project circumstances and the supporting information submitted by the Contractor, V3 recommends approval of a reduced time extension—less than what SAS requested.

Original Completion Dates:

Substantial Completion: September 4, 2026

Final Completion: September 25, 2026

Recommended Revised Dates in Change Order 1:

Substantial Completion: October 16, 2026

Final Completion: October 31, 2026

There is no cost increase or changes to the approved contract pricing. This recommendation reflects V3's professional assessment of the situation and establishes new completion dates that they believe are reasonable while still holding the Contractor accountable. Liquidated damages remain applicable until formal Village Board approval, and SAS must submit an updated project schedule reflecting the revised dates.

Financial Impact

N/A

Recommended Motion

I move to approve a no-cost Change Order No. 1 for the 2026 Road and Utility Program and extending the substantial completion date to October 16, 2026, and the final completion date to October 31, 2026.

Strategic Plan Alignment

Infrastructure Improvements

File Attachments

1. Change Order 01 - 2026 Road and Utility Program
2. V3 Memo - 2026 Road Program Change Order_001

CHANGE ORDER NO.: 001

Owner: Village of Western Springs
Engineer: V3 Companies
Contractor: Schroeder Asphalt Services, Inc.
Project: 2026 Resurfacing & Utility Program
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: Change substantial completion date from Sept 4, 2026 to Oct 16, 2026, and change final completion date from Sept 25, 2026 to Oct 31, 2026.

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:	
\$ N/A		Substantial Completion:	September 4, 2026
		Final Completion:	September 25, 2026
[Increase] [Decrease] from previously approved Change Orders No. 1 to No. [Number of previous Change Order]:		[Increase] [Decrease] from previously approved Change Orders No. to No. [Number of previous Change Order]:	
\$ N/A		Substantial Completion:	n/a
		Final Completion:	n/a
Contract Price prior to this Change Order:		Contract Times prior to this Change Order:	
\$ N/A		Substantial Completion:	September 4, 2026
		Final Completion:	September 25, 2026
[Increase] [Decrease] this Change Order:		Increase this Change Order:	
\$ N/A		Substantial Completion:	October 16, 2026
		Final Completion:	October 31, 2026
Contract Price incorporating this Change Order:		Contract Times with all approved Change Orders:	
\$ N/A		Substantial Completion:	October 16, 2026
		Final Completion:	October 31, 2026

Recommended by Engineer (if required)
By: James Bessler
Title: Resident Engineer
Date: Aug 24, 2026

By: _____
Title: _____
Date: _____

Accepted by Contractor

Matt Roeder
Superintendent
8/27/26

Approved by Funding Agency (if applicable)



August 24, 2026

RE: 2025 Infrastructure Referendum Project -2026 Resurfacing & Utility Program – Time Extension Change Order

Dear Schroeder Asphalt Services:

After reviewing the information provided in support of your request for the above-referenced project, we have determined that an extension is agreeable but given the delays associated with getting the project started, we are only agreeing to add half of the original project duration time to the extension and utilize **October 16, 2026**, as the substantial completion date. This completion date has been chosen in an effort of good faith to allow the Contractor to complete the work outlined in the contract documents. Per the contract, final completion of the sod will remain on October 31, 2026. A communication log is attached to this letter outlining the aforementioned delays encountered with administering and executing the contract. Accordingly, no additional compensation will be provided to the Contractor for the time extension, and no changes to the original unit prices are accepted.

This extension applies only to the specific circumstances identified in the request and does not relieve the Contractor of its obligation to diligently pursue and complete the remaining work in accordance with the Contract Documents. The Contractor remains responsible for taking all reasonable measures to mitigate further delays and to maintain the approved project schedule.

Please revise and submit the project schedule to reflect the revised completion date and incorporate any necessary recovery or mitigation measures. A change order for the time extension will be generated and submitted to the Village Board for review. **It is Village staff's intent to present the time extension change order to the Village Board for approval in September provided that we are able to get the signed documents from your company by 8/27.**

Until the change order is approved, original completion dates will remain in effect. Per the contract documents, liquidated damages will be assessed for workdays required to complete the project past the completion dates.

SAS Project Communication Log – 2026 Road Program:

- May 18 – Board approves SAS contract – Resolution #26-3009
- May 27 – Pre-Con Meeting – verbal notice of award given to SAS
- June 1 – Pre-Con Meeting Minutes provided to SAS noting the verbal notice of award
- June 2 – V3 provides LPC 662 and CAD files sent to SAS
- June 2 – Requested schedule update from what was provided at pre-con meeting
- June 13 – Requested performance and payment bonds, COI from SAS – no response
- June 17 – Requested performance and payment bonds, COI from SAS – no response

- June 17 – First time SAS requested written notice of award to furnish bonds and COI
- June 17 – V3 provides SAS with written notice of award
- June 18 – V3 requests schedule update from SAS – no response
- June 19 – SAS provides bonds and COI
- June 23 – V3 requests schedule update from SAS – no response
- June 24 - V3 requests schedule update from SAS – no updates
- June 30 – Formal notice to proceed sent to SAS from VoWS
- July 6 – SAS sends email suggesting a time extension due to the delay in the receiving a contract
- July 9 – V3 receives first material submittals
- July 16 – V3 follows up with SAS on starting work on Maple St – no response
- July 23 – V3 request schedule update from SAS – schedule to be provided next day
- July 24 – SAS provides a project schedule showing a start date of 8/10
- August 21 – Work is scheduled to commence
- **October 16, 2026 – New substantial completion date**



AGENDA ITEM SUMMARY

BOARD OF TRUSTEES

Regular Meeting: September 14, 2026

AGENDA ITEM 8.I.

To: Board of Trustees

From: Jeff Koza, Director of Engineering Services

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

RE: Gilbert Avenue Resurfacing - Project Agreements & Resolutions (Omnibus Item)

Recommendation

The Public Works and Water Committee reviewed this item at their meeting on September 1, 2026 and recommended the approval of the following items all related to the Gilbert Avenue Resurfacing Project: a Local Public Agency Agreement with IDOT (BLR 05310C), a Construction Engineering Agreement with Baxter & Woodman (BLR 05530), an Intergovernmental Agreement (IGA) with the Village of LaGrange, and BLR 09110 Resolution for Improvement under the Illinois Highway Code (Supplemental MFT Resolution).

Summary

Attached for your review are three (3) agreements and a supplemental Motor Fuel Tax (MFT) authorizing resolution required for the Gilbert Avenue Resurfacing Project, with the Village of Western Springs serving as the lead agency. The project will rehabilitate Gilbert Avenue between 47th Street and Ogden Avenue. The ownership and maintenance of the roadway is shared with the Village of LaGrange.

The agreements below—Items A, B, and C—address federal participation, construction engineering services, and intergovernmental coordination with LaGrange. Item D is a resolution authorizing the use of Village MFT Funds to pay for the Village's share of the project costs. The project remains on schedule for the Illinois Department of Transportation (IDOT) September 18, 2026 letting, with construction stipulated in the project special provisions to begin in early June 2027.

Item A – Local Public Agency Agreement with IDOT (BLR 05310C)

The Local Public Agency Agreement for Federal Participation enables the Village to receive federal Surface Transportation Program (STP) funding. Key terms include:

Total construction cost: \$1,413,047

Federal/IDOT share: Estimated \$1,093,813, not to exceed \$1,094,135

Local share: \$319,234 (20%), split evenly between Western Springs and La Grange (10% each)

Item B – Construction Engineering Agreement with Baxter & Woodman (BLR 05530)

This agreement provides construction engineering services during the 2027 construction phase, including field inspection, documentation, contractor coordination, and federal compliance.

Proposed Fee: \$128,093

Funding structure:

80% federally funded

20% local share split evenly between Western Springs and La Grange (10% each)

Item C – Intergovernmental Agreement (IGA) with the Village of La Grange

The IGA defines project responsibilities, coordination procedures, and the shared local funding split between Western Springs and La Grange. This agreement aligns with the shared 10% / 10% local funding distribution noted in Item A.

The Village of LaGrange approved the IGA at its August 24, 2026, Board Meeting.

Item D - BLR 09110 Resolution for Improvement under the Illinois Highway Code (Supplemental MFT Resolution)

On February 10, 2025, the Village authorized the use of \$110,000 of Motor Fuel tax funds to pay for Phase 1 and Phase 2 engineering. The proposed supplemental resolution will authorize the use of additional MFT funds to pay for the Construction and Construction Engineering Costs associated with the project. The proposed authorization limit is higher than the anticipated net project cost to the Village due to the fact the Village will need to expend funds to pay the full local share for the engineering work performed. The Village will also have to pay for the full local share of construction costs first. After payments are made, the Village can then seek reimbursement from both IDOT and LaGrange. A full accounting for the anticipated project costs is provided in the Financial Impact Section.

Financial Impact

Total Phase I/II Engineering agreement with Baxter & Woodman (previously approved agreement and amendment #1): \$117,000

Western Springs pays all engineering fees and then seeks reimbursement as follows:

- \$55,000 grant reimbursement from Invest in Cook Grant
- 50%-50% cost share for the balance of the engineering costs with LaGrange
- \$31,000 reimbursement from the Village of

Net cost to Village for Phase 1/2 Engineering: \$31,000

Proposed Construction Engineering (Phase 3 Engineering) agreement with Baxter & Woodman draft fee: \$128,093

Western Springs pays all engineering fees and then seeks reimbursement as follows:

- 80% reimbursement from IDOT: \$102,474
- The remaining 20% local share split equally with LaGrange

- 10% of total cost reimbursement from LaGrange: \$12,809.50

Net cost to Village for Construction Engineering: \$12,809.50

- Total construction cost: \$1,284,954
- Federal/IDOT share 80%: Estimated \$991,339
- Local share 20%: \$293,615, split evenly with LaGrange:
- Western Springs local share: \$146,807.50
- IDOT pays all construction costs and then invoices Western Springs for the full local share. After paying IDOT, Western Springs will seek reimbursement from LaGrange for 50% of the local share costs.

Western Springs Project Expenses:

Project Phase	Project Expenses	Reimbursement	Net Cost to Western Springs
Phase 1/2 Engineering	\$117,000	\$86,000	\$31,000
Construction Engineering (Phase 3)	\$128,093	\$115,823.50	\$12,809.50
Construction	\$293,615	\$146,807.50	\$146,807.50
Totals	\$538,708	\$348,631	\$190,077

Recommended Motion

I move to approve the following items all related to the Gilbert Avenue Resurfacing Project: a Local Public Agency Agreement with IDOT (BLR 05310C), a Construction Engineering Agreement with Baxter & Woodman (BLR 05530), an Intergovernmental Agreement (IGA) with the Village of La Grange, and BLR 09110 Resolution for Improvement under the Illinois Highway Code (Supplemental MFT Resolution).

Strategic Plan Alignment

Infrastructure Improvements
Financial Sustainability

File Attachments

None



LOCAL PUBLIC AGENCY

Local Public Agency	County	Section Number
Village of Western Springs	Cook	25-00105-00-RS

Fund Type	ITEP, SRTS, HSIP Number(s)	MPO Name	MPO TIP Number
STU	N/A	CMAP	05-22-0006

Construction

State Job Number	Project Number
C-91-293-26	6H4Z(948)

☐ Local Let/Day Labor ☒ Construction on State Letting ☒ Construction Engineering ☐ Utilities ☐ Railroad Work

LOCATION

Local Street/Road Name	Key Route	Length	Stationing From	To
Gilbert Avenue	FAU 2697	1.05 MI	00.00	01.05

Location Termini
Ogden Avenue to 47th ST

Current Jurisdiction	Existing Structure Number(s)
Village of Western Springs / Village of La Grange	N/A

Remove

PROJECT DESCRIPTION

Gilbert Avenue mill and resurface, HMA patching, curb repairs, intersection ADA improvements, and pavement markings from 47th Street to Ogden Avenue.

Local Public Agency	Section Number	State Job Number	Project Number
Village of Western Springs	25-00105-00-RS	C9129326	6H4Z(948)

This Agreement is made and entered into between the above local public agency, hereinafter referred to as the "**LPA**" and the State of Illinois, acting by and through its Department of Transportation, hereinafter referred to as the "**STATE**". The **STATE** and **LPA** jointly proposes to improve the designated location as described in the Location and Project Description sections of this agreement. The improvement shall be constructed in accordance with plans prepared by, or on behalf of the **LPA** and approved by the **STATE** using the **STATE's** policies and procedures approved and/or required by the Federal Highway Administration, hereby referred to as "**FHWA**".

I. GENERAL

- 1.1 Availability of Appropriation; Sufficiency of Funds. This Agreement is contingent upon and subject to the availability of sufficient funds. The **STATE** may terminate or suspend this Agreement, in whole or in part, without penalty or further payment being required, if (i) sufficient funds for this Agreement have not been appropriated or otherwise made available to the **LPA** by the **STATE** or the federal funding source, (ii) the Governor or **STATE** reserves funds, or (iii) the Governor or **STATE** determines that funds will not or may not be available for payment. The **STATE** shall provide notice, in writing, to **LPA** of any such funding failure and its election to terminate or suspend this Agreement as soon as practicable. Any suspension or termination pursuant to this Section will be effective upon the date of the written notice unless otherwise indicated.
- 1.2 Domestic Steel Requirement. Construction of the project will utilize domestic steel as required by Section 106.01 of the current edition of the Standard Specifications for Road and Bridge Construction and federal Build America-Buy America provisions.
- 1.3 Federal Authorization. That this Agreement and the covenants contained herein shall become null and void in the event that the **FHWA** does not approve the proposed improvement for Federal-aid participation within one (1) year of the date of execution of this agreement.
- 1.4 Severability. If any provision of this Agreement is declared invalid, its other provisions shall not be affected thereby.
- 1.5 Termination. This Agreement may be terminated, in whole or in part, by either Party for any or no reason upon thirty (30) calendar days' prior written notice to the other Party. If terminated by the **STATE**, the **STATE** must include the reasons for such termination, the effective date, and, in the case of a partial termination, the portion to be terminated. If the **STATE** determines in the case of a partial termination that the reduced or modified portion of the funding award will not accomplish the purposes for which the funding award was made, the **STATE** may terminate the Agreement in its entirety.

This Agreement may be terminated, in whole or in part, by the **STATE** without advance notice:

- a. Pursuant to a funding failure as provided under Article 1.1.
- b. If **LPA** fails to comply with the terms and conditions of this funding award, application or proposal, including any applicable rules or regulations, or has made a false representation in connection with the receipt of this or any award.

II. REQUIRED CERTIFICATIONS

By execution of this Agreement and the **LPA's** obligations and services hereunder are hereby made and must be performed in compliance with all applicable federal and State laws, including, without limitation, federal regulations, State administrative rules and any and all license requirements or professional certification provisions.

- 2.1 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200). The **LPA** certifies that it shall adhere to the applicable Uniform Administrative Requirements, Cost Principles, and Audit Requirements, which are published in Title 2, Part 200 of the Code of Federal Regulations, and are incorporated herein by reference.
- 2.2 Compliance with Registration Requirements. **LPA** certifies that it: (i) is registered with the federal SAM system; (ii) is in good standing with the Illinois Secretary of State, if applicable; (iii) have a valid DUNS Number; (iv) have a valid UEI, if applicable. It is **LPA's** responsibility to remain current with these registrations and requirements.
- 2.3 Bribery. The **LPA** certifies to the best of its knowledge that its officials have not been convicted of bribery or attempting to bribe an officer or employee of the state of Illinois, nor made an admission of guilt of such conduct which is a matter of record (30 ILCS 500/50-5).
- 2.4 Bid Rigging. **LPA** certifies that it has not been barred from contracting with a unit of state or local government as a result of a violation of Paragraph 33E-3 or 33E-4 of the Criminal Code of 1961 (720 ILCS 5/33E-3 or 720 ILCS 5/33E-4, respectively).
- 2.5 Debt to State. **LPA** certifies that neither it, nor its affiliate(s), is/are barred from receiving an Award because the **LPA**, or its affiliate(s), is/are delinquent in the payment of any debt to the **STATE**, unless the **LPA**, or its affiliate(s), has/have entered into a deferred payment plan to pay off the debt, and **STATE** acknowledges the **LPA** may declare the Agreement void if the certification is false (30 ILCS 500/50-11).
- 2.6 Debarment. The **LPA** certifies to the best of its knowledge and belief that its officials:
 - a. are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
 - b. have not within a three-year period preceding this agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State anti-trust statutes or

Local Public Agency	Section Number	State Job Number	Project Number
Village of Western Springs	25-00105-00-RS	C9129326	6H4Z(948)

commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements receiving stolen property;

c. are not presently indicated for or otherwise criminally or civilly charged by a governmental entity (Federal, State, Local) with commission of any of the offenses enumerated in item (b) of this certification; and

d. have not within a three-year period preceding the agreement had one or more public transactions (Federal, State, Local) terminated for cause or default.

- 2.7 Construction of Fixed Works. The **LPA** certifies that all Programs for the construction of fixed works which are financed in whole or in part with funds provided by this Agreement shall be subject to the Prevailing Wage Act (820 ILCS 130/0.01 *et seq.*) unless the provisions of that Act exempt its application. In the construction of the Program, the **LPA** shall comply with the requirements of the Prevailing Wage Act including, but not limited to, inserting into all contracts for such construction a stipulation to the effect that not less than the prevailing rate of wages as applicable to the Program shall be paid to all laborers, workers, and mechanics performing work under the Award and requiring all bonds of contractors to include a provision as will guarantee the faithful performance of such prevailing wage clause as provided by contract.
- 2.8 Criminal Convictions. The **LPA** certifies that neither it nor any managerial agent of **LPA** has been convicted of a felony under the Sarbanes-Oxley Act of 2002, nor a Class 3 or Class 2 felony under Illinois Securities Law of 1953, or that at least five (5) years have passed since the date of the conviction. The **LPA** further certifies that it is not barred from receiving an funding award under 30 ILCS 500/50-10.5 and acknowledges that **STATE** shall declare the Agreement void if this certification is false (30 ILCS 500/50-10.5).
- 2.9 Improper Influence. The **LPA** certifies that no funds have been paid or will be paid by or on behalf of the **LPA** to any person for influencing or attempting to influence an officer or employee of any government agency, a member of Congress or Illinois General Assembly, an officer or employee of Congress or Illinois General Assembly, or an employee of a member of Congress or Illinois General Assembly in connection with the awarding of any agreement, the making of any grant, the making of any loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment or modification of any agreement, grant, loan or cooperative agreement. 31 USC 1352. Additionally, the **LPA** certifies that it has filed the required certification under the Byrd Anti-Lobbying Amendment (31 USC 1352), if applicable.
- 2.10 Telecom Prohibition. The **LPA** certifies that it will comply with Section 889 of the FY 2019 National Defense Authorization Act (NDAA) that prohibits the use of telecommunications or video surveillance equipment or services produced or provided by the following companies: Dahua Technology Company, Hangzhou Hikvision Digital Technology Company, Huawei Technologies Company, Hytera Communications Corporation, and ZTE Corporation. Covered equipment and services cannot be used as substantial or essential component or any system, or as critical technology as part of any system.
- 2.11 Personal Conflict of Interest - (50 ILCS 105/3, 65 ILCS 5/3.1-55-10, 65 ILCS 5/4-8-6) The **LPA** certifies that it shall maintain a written code or standard of conduct which shall govern the performance of its employees, officers, board members, or agents engaged in the award and administration of contracts supported by state or federal funds. Such code shall provide that no employee, officer, board member or agent of the **LPA** may participate in the selection, award, or administration of a contract supported by state or federal funds if a conflict of interest, real or apparent would be involved. Such a conflict would arise when any of the parties set forth below has a financial or other interest in the firm selected for award:
- the employee, officer, board member, or agent;
 - any member of his or her immediate family;
 - his or her partner; or
 - an organization which employs, or is about to employ, any of the above.

The conflict of interest restriction for former employees, officers, board members and agents shall apply for one year.

The code shall also provide that **LPA's** employees, officers, board members, or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to subcontracts. The **STATE** may waive the prohibition contained in this subsection, provided that any such present employee, officer, board member, or agent shall not participate in any action by the **LPA** relating to such contract, subcontract, or arrangement. The code shall also prohibit the officers, employees, board members, or agents of the **LPA** from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.

- 2.12 Organizational Conflict of Interest - The **LPA** certifies that it will also prevent any real or apparent organizational conflict of interest. An organizational conflict of interest exists when the nature of the work to be performed under a proposed third party contract or subcontract may, without some restriction on future activities, result in an unfair competitive advantage to the third party contractor or **LPA** or impair the objectivity in performing the contract work.
- 2.13 Accounting System. The **LPA** certifies that it has an accounting system that provides accurate, current, and complete disclosure of all financial transactions related to each state and federally funded program. Accounting records must contain information

Local Public Agency	Section Number	State Job Number	Project Number
Village of Western Springs	25-00105-00-RS	C9129326	6H4Z(948)

pertaining to state and federal pass-through awards, authorizations, obligations, unobligated balances, assets, outlays, and income. To comply with 2 CFR 200.305(b)(7)(i), the **LPA** shall use reasonable efforts to ensure that funding streams are delineated within **LPA's** accounting system. See 2 CFR 200.302.

III. AUDIT AND RECORD RETENTION

- 3.1 **Single Audits:** The **LPA** shall be subject to the audit requirements contained in the Single Audit Act Amendments of 1996 (31 USC 7501-7507) and Subpart F of 2 CFR Part 200.

If, during its fiscal year, **LPA** expends \$750,000 or more in Federal Awards (direct federal and federal pass-through awards combined), **LPA** must have a single audit or program-specific audit conducted for that year as required by 2 CFR 200.501 and other applicable sections of Subpart F of 2 CFR Part 200. A copy of the audit report must be submitted to the **STATE** (IDOT's Financial Review & Investigations Section, Room 126, 2300 South Dirksen Parkway, Springfield, Illinois, 62764) within 30 days after the completion of the audit, but no later than one year after the end of the **LPA's** fiscal year.

Assistance Listing number (formally known as the Catalog of Federal Domestic Assistance (CFDA) number) for all highway planning and construction activities is **20.205**.

Federal funds utilized for construction activities on projects let and awarded by the **STATE** (federal amounts shown as "Participating Construction" on Schedule 2) are not included in a **LPA's** calculation of federal funds expended by the **LPA** for Single Audit purposes.

- 3.2 **STATE Audits:** The **STATE** may, at its sole discretion and at its own expense, perform a final audit of the Project (30 ILCS 5, the Illinois State Auditing Act). Such audit may be used for settlement of the Project expenses and for Project closeout purposes. The **LPA** agrees to implement any audit findings contained in the **STATE's** authorized inspection or review, final audit, the **STATE's** independent audit, or as a result of any duly authorized inspection or review.
- 3.3 **Record Retention.** The **LPA** shall maintain for three (3) years from the date of final project closeout by the **STATE**, adequate books, records, and supporting documents to verify the amounts, recipient, and uses of all disbursements of funds passing in conjunction with this contract. adequate to comply with 2 CFR 200.334. If any litigation, claim or audit is started before the expiration of the retention period, the records must be retained until all litigation, claims or audit exceptions involving the records have been resolved and final action taken.
- 3.4 **Accessibility of Records.** The **LPA** shall permit, and shall require its contractors and auditors to permit, the **STATE**, and any authorized agent of the **STATE**, to inspect all work, materials, payrolls, audit working papers, and other data and records pertaining to the Project; and to audit the books, records, and accounts of the **LPA** with regard to the Project. The **LPA** in compliance with 2 CFR 200.337 shall make books, records, related papers, supporting documentation and personnel relevant to this Agreement available to authorized **STATE** representatives, the Illinois Auditor General, Illinois Attorney General, any Executive Inspector General, the **STATE's** Inspector General, federal authorities, any person identified in 2 CFR 200.337, and any other person as may be authorized by the **STATE** (including auditors), by the state of Illinois or by federal statute. The **LPA** shall cooperate fully in any such audit or inquiry.
- 3.5 **Failure to maintain the books and records.** Failure to maintain the books, records and supporting documents required by this section shall establish presumption in favor of the **STATE** for recovery of any funds paid by the **STATE** under the terms of this contract.

IV. LPA FISCAL RESPONSIBILITIES

- 4.1 To provide all initial funding and payment for construction engineering, utility, and railroad work
- 4.2 **LPA Appropriation Requirement.** By execution of this Agreement the **LPA** attests that sufficient moneys have been appropriated or reserved by resolution or ordinance to fund the **LPA** share of project costs. A copy of the authorizing resolution or ordinance is attached as Schedule 5.
- 4.3 **Reimbursement Requests:** For reimbursement requests the **LPA** will submit supporting documentation with each invoice. Supporting documentation is defined as verification of payment, certified time sheets or summaries, vendor invoices, vendor receipts, cost plus fix fee invoice, progress report, personnel and direct cost summaries, and other documentation supporting the requested reimbursement amount (Form BLR 05621 should be used for consultant invoicing purposes). **LPA** invoice requests to the **STATE** will be submitted with sequential invoice numbers by project.
- 4.4 **Financial Integrity Review and Evaluation (FIRE) program:** **LPA's** and the **STATE** must justify continued federal funding on inactive projects. 23 CFR 630.106(a)(5) defines an inactive project as a project which no expenditures have been charged against Federal funds for the past twelve (12) months. To keep projects active, invoicing must occur a minimum of one time within any given twelve (12) month period. However, to ensure adequate processing time, the first invoice shall be submitted to the **STATE** within six (6) months of the federal authorization date. Subsequent invoices will be submitted in intervals not to exceed six (6) months.
- 4.5 **Final Invoice:** The **LPA** will submit to the **STATE** a complete and detailed final invoice with applicable supporting documentation of all incurred costs, less previous payments, no later than twelve (12) months from the date of completion of work or from the date of the previous invoice, whichever occurs first. If a final invoice is not received within this time frame, the most recent invoice

Local Public Agency	Section Number	State Job Number	Project Number
Village of Western Springs	25-00105-00-RS	C9129326	6H4Z(948)

may be considered the final invoice and the obligation of the funds closed. Form BLR 05613 (Engineering Payment Record) is required to be submitted with the final invoice for engineering projects.

- 4.6 **Project Closeout:** The **LPA** shall provide the final report to the appropriate **STATE** district office within twelve (12) months of the physical completion date of the project so that the report may be audited and approved for payment. If the deadline cannot be met, a written explanation must be provided to the district prior to the end of the twelve (12) months documenting the reason and the new anticipated date of completion. If the extended deadline is not met, this process must be repeated until the project is closed. Failure to follow this process may result in the immediate close-out of the project and loss of further funding.
- 4.7 **Project End Date:** The period of performance (end date) for state and federal obligation purposes is five (5) years for projects under \$1,000,000 or seven (7) years for projects over \$1,000,000 from the execution date of the agreement. Requests for time extensions and joint agreement amendments must be received and approved prior to expiration of the project end date. Failure to extend the end date may result in the immediate close-out of the project and loss of further funding.

V. THE LPA AGREES

- 5.1 To acquire in its name, or in the name of the **STATE** if on the **STATE** highway system, all right-of-way necessary for this project in accordance with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, and established State policies and procedures. Prior to advertising for bids, the **LPA** shall certify to the **STATE** that all requirements of Titles II and III of said Uniform Act have been satisfied. The disposition of encroachments, if any, will be cooperatively determined by representatives of the **LPA**, the **STATE**, and the **FHWA** if required.
- 5.2 To provide for all utility adjustments and to regulate the use of the right-of-way of this improvement by utilities, public and private, in accordance with the current Utility Accommodation Policy for Local Public Agency Highway and Street Systems.
- 5.3 To provide on-site engineering supervision and inspection during construction of the proposed improvement.
- 5.4 To retain jurisdiction of the completed improvement unless specified otherwise by schedule (schedule should be accompanied by a location map). If the improvement location is currently under road district jurisdiction, a jurisdictional schedule is required.
- 5.5 To maintain or cause to be maintained the completed improvement (or that portion within its jurisdiction as established by schedule) in a manner satisfactory to the **STATE** and the **FHWA**.
- 5.6 To provide if required, for the improvement of any railroad-highway grade crossing and rail crossing protection within the limits of the proposed improvement.
- 5.7 To regulate parking and traffic in accordance with the approved project report.
- 5.8 To regulate encroachments on public rights-of-way in accordance with current Illinois Compiled Statutes.
- 5.9 To regulate the discharge of sanitary sewage into any storm water drainage system constructed with this improvement in accordance with the current Illinois Compiled Statutes.
- 5.10 For contracts awarded by the **LPA**, the **LPA** shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any USDOT - assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The **LPA** shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of USDOT - assisted contracts. The **LPA's** DBE program, as required by 49 CFR part 26 and as approved by USDOT, is incorporated by reference in this agreement. Upon notification to the recipient of its failure to carry out its approved program, the **STATE** may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S. C 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C 3801 et seq.). In the absence of a USDOT - approved **LPA** DBE Program or on **STATE** awarded contracts, this agreement shall be administered under the provisions of the **STATE'S** USDOT approved Disadvantaged Business Enterprise Program.
- 5.12 That execution of this agreement constitutes the **LPA's** concurrence in the award of the construction contract to the responsible low bidder as determined by the **STATE**.

VI. THE STATE AGREES

- 6.1 To provide such guidance, assistance, and supervision to monitor and perform audits to the extent necessary to assure validity of the **LPA's** certification of compliance with Title II and III Requirements.
- 6.2 To receive bids for construction of the proposed improvement when the plans have been approved by the **STATE** (and **FHWA**, if required) and to award a contract for construction of the proposed improvement after receipt of a satisfactory bid.
- 6.3 To provide all initial funding and payments to the contractor for construction work let by the **STATE**. The **LPA** will be invoiced for their share of contract costs per the method of payment selected under Method of Financing based on the Division of Costs shown on Schedule 2.

Local Public Agency	Section Number	State Job Number	Project Number
Village of Western Springs	25-00105-00-RS	C9129326	6H4Z(948)

- 6.4 For agreements with federal and/or state funds in local let/day labor construction, construction engineering, utility work and/or railroad work:
- To reimburse the **LPA** for federal and/or state share on the basis of periodic billings, provided said billings contain sufficient cost information and show evidence of payments by the **LPA**;
 - To provide independent assurance sampling and furnish off-site material inspection and testing at sources normally visited by **STATE** inspectors for steel, cement, aggregate, structural steel, and other materials customarily tested by the **STATE**.

SCHEDULES

Additional information and/or stipulations are hereby attached and identified below as being a part of this agreement.

☒	1.	Division of Cost
☒	2.	Location Map
☒	3.	Risk Assessment
☒	4.	Attestations
☒	5.	Resolution*
☐		
☐		
☐		
☐		

*Appropriation and signature authority resolution must be in effect on, or prior to, the execution date of the agreement.

Local Public Agency	Section Number	State Job Number	Project Number
Village of Western Springs	25-00105-00-RS	C9129326	6H4Z(948)

AGREEMENT SIGNATURES EXECUTION

The LPA agrees to accept and comply with the applicable provision set forth in this agreement including attached schedules.

APPROVED

Local Public Agency

Name of Official (Print or Type Name)

Heidi Rudolph

Title of Official

Village President

Signature

Date

The above signature certifies the agency's TIN number is

366006148 conducting business as a Governmental Entity.

DUNS Number 077000412

UEI LJDVKNK1QVM3

APPROVED

State of Illinois
Department of Transportation

Omer Osman, P.E., Secretary of Transportation

Date

By:

George A. Tapas, P.E., S.E., Engineer of Local Roads & Streets

Date

Stephen M. Travia, P.E., Director of Highways PI/Chief Engineer

Date

Michael Prater, Chief Counsel

Date

Vicki Wilson, Chief Fiscal Officer

Date

NOTE: A resolution authorizing the local official (or their delegate) to execute this agreement and appropriation of local funds is required and attached as Schedule 5. The resolution must be approved prior to, or concurrently with, the execution of this agreement. If BLR 09110 or BLR 09120 are used to appropriate local matching funds, attach these forms to the signature authorization resolution.

☐ Please check this box to open a fillable Resolution form within this form.

SCHEDULE NUMBER 1

Local Public Agency	County	Section Number	State Job Number	Project Number
Village of Western Springs	Cook	25-00105-00-RS	C-91-293-26	6H4Z(948)

DIVISION OF COST

Type of Work	Federal Funds			State Funds			Local Public Agency			Totals
	Fund Type	Amount	%	Fund Type	Amount	%	Fund Type	Amount	%	
Participating Construction	STU	\$991,339.00	*				Local	\$293,615.00	BAL	\$1,284,954.00
Construction Engineering	STU	\$102,474.00	*				Local	\$25,619.00	BAL	\$128,093.00
Total		\$1,093,813.00		Total			Total		\$319,234.00	\$1,413,047.00

If funding is not a percentage of the total place an asterisk (*) in the space provided for the percentage and explain below:

*Maximum FHWA (STU) participation 80%, NTE \$1,093,813 (Construction Engineering portion 80%, NTE \$102,474)

NOTE: The costs shown in the Division of Cost table are approximate and subject to change. The final **LPA** share is dependent on the final Federal and State participation. The actual costs will be used in the final division of cost for billing and reimbursement.

METHOD OF FINANCING - (State-Let Contract Work Only)

Check One

☐ METHOD A - Lump Sum (80% of LPA Obligation _____)

Lump Sum Payment - Upon award of the contract for this improvement, the **LPA** will pay the **STATE** within thirty (30) calendar days of billing, in lump sum, an amount equal to 80% of the **LPA's** estimated obligation incurred under this agreement. The **LPA** will pay to the **STATE** the remainder of the **LPA's** obligation (including any nonparticipating costs) in a lump sum within thirty (30) calendar days of billing in a lump sum, upon completion of the project based on final costs.

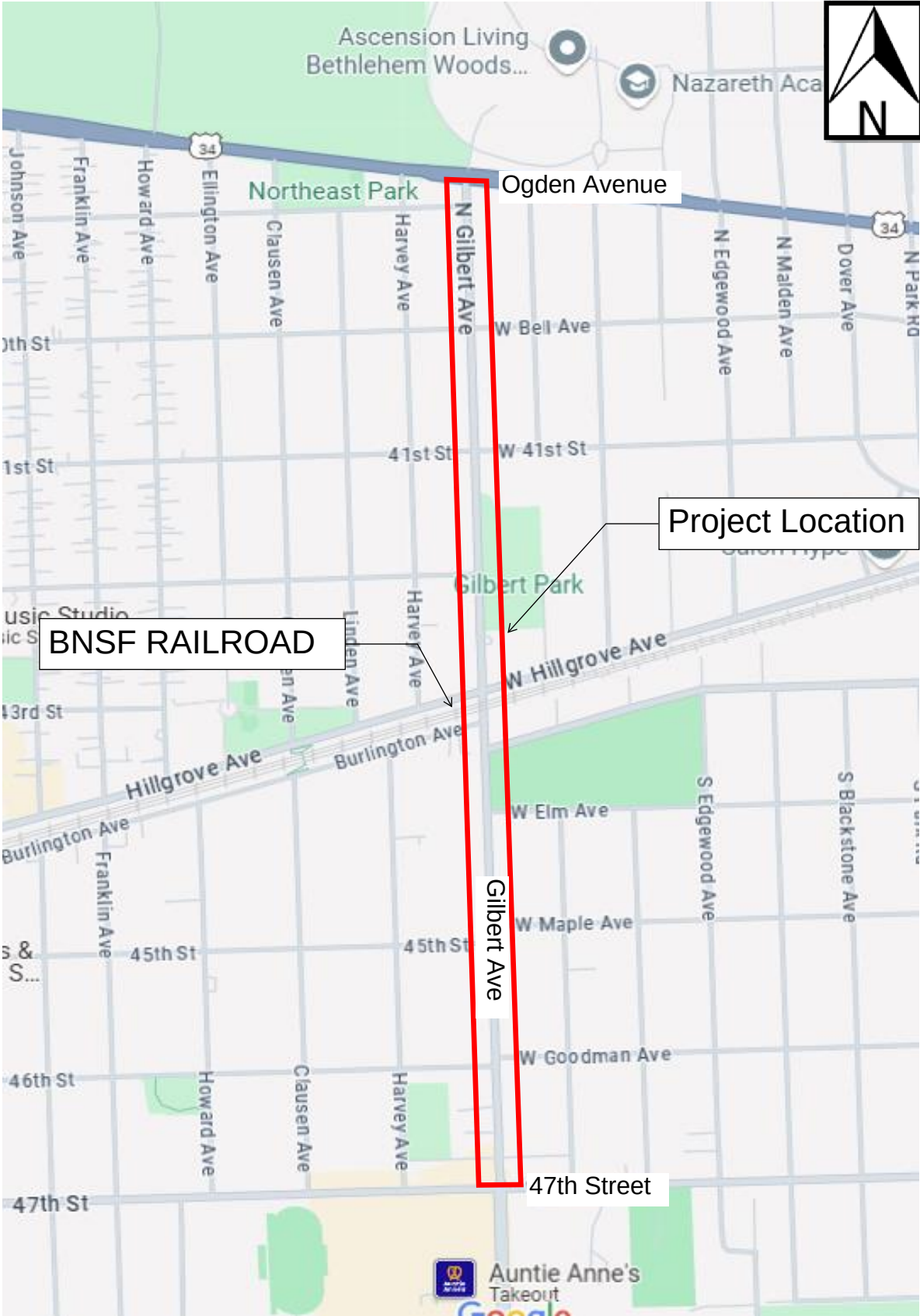
☐ METHOD B - _____ Monthly Payments of _____ due by the _____ of each successive month.

Monthly Payments - Upon award of the contract for this improvement, the **LPA** will pay to the **STATE** a specified amount each month for an estimated period of months, or until 80% of the **LPA's** estimated obligation under the provisions of the agreement has been paid. The **LPA** will pay to the **STATE** the remainder of the **LPA's** obligation (including any nonparticipating costs) in a lump sum, upon completion of the project based upon final costs.

☒ METHOD C - **LPA's** Share _____ Balance _____ divided by estimated total cost multiplied by actual progress payment.

Progress Payments - Upon receipt of the contractor's first and subsequent progressive bills for this improvement, the **LPA** will pay to the **STATE** within thirty (30) calendar days of receipt, an amount equal to the **LPA's** share of the construction cost divided by the estimated total cost multiplied by the actual payment (appropriately adjust for nonparticipating costs) made to the contractor until the entire obligation incurred under this agreement has been paid.

Gilbert Avenue Resurfacing
47th Street to Ogden Avenue
Western Springs, Illinois
Location Map



SCHEDULE NUMBER 3

Local Public Agency	Section Number	County	State Job Number	Project Number
Village of Western Springs	25-00105-00-RS	Cook		

LRS Federal Funds RISK ASSESSMENT

Risk Factor	Description	Definition of Scale (time frames are based on LPA fiscal year)	Points
General History of Performance	Have there been any changes in key organizational staff or leadership, such as Fiscal and Administrative Management, Transportation Related Program/Project Management, and/or Elected Officials?	0 points - no significant changes in the last 4 or more years; 1 point - minor changes, but majority of key staff and officials have not changed in the last 4 years; 2 points - significant key staff or elected leadership changes within the last 3 years; 3 points - significant key staff and elected leadership changes within the last 3 years	0
	What is the LPA's history with federal-aid funded transportation projects?	0 points - One or more federal-aid funded transportation projects initiated per year; 1 point - At least one project initiated within the past three years; 2 points - AT least one project initiated within the past 5 years; 3 points - None or more than 5 years	0
	Does LPA have qualified technical staff with experience managing federal-aid funded transportations through IDOT?	0 points - Full-time employee with experience designated as being in "responsible charge"; 1 point - LPA has qualified technical staff, but will be utilizing an engineering consultant to manage day-to-day with LPA technical staff oversight; 2 points - LPA has no technical staff and all technical work will be completed by consultant, but LPA staff has prior experience with federal-aid projects; 3 points - LPA staff have no prior experience or technical expertise and relying solely on consultant	0
	Has the LPA been untimely in submitting invoicing, reporting on federal-aid projects as required in 2 CFR 200, and or audits as required?	0 points - No; 1 point - Delays of 6 or more months; 2 points - Delays of up to 1 year; 3 points - 1 year or more years of delay	0
Financial Controls	Are the annual financial statements prepared in accordance with Generally Accepted Accounting Principles or on a basis acceptable by the regulatory agency?	0 points - yes; 3 points - no	0
	What is the LPA's accounting system?	0 points - Automated accounting software; 1 point - Spreadsheets; 2 points - paper only; 3 points - none	0
	Does the organization have written policies and procedures regarding proper segregation of duties for fiscal activities that include but are not limited to: a) authorization of transactions; b) recordkeeping for receipts and payments; and c) cash management?	0 points - yes; 3 points - no	0
Audits	When was the last time a financial statement audit was conducted?	0 points - in the past year; 1 point - in the past two years; 2 points - in the past three years; 3 points - 4 years or more, or never	0
	What type of financial statement audit has the organization had conducted?	0 points - Single Audit/Program Specific Audit in accordance with 2 CFR 200.501 or Financial audit conducted in accordance with Generally Accepted Auditing Standards or Generally Accepted Government Auditing Standards; 1 point - Financial review?; 2 points Other type? or no audit required; 3 points - none	0
	Did the most recent audit disclose findings considered to be significant deficiencies or material weaknesses?	0 points - no; 3 points - yes, or no audits required	0
	Have the findings been resolved?	0 points - yes or no findings; 1 point - in progress; 3 points - no	0

Summary of Risk	
General History of Performance	0
Financial Controls	0
Audits	0
Total	0

District Review Signature & Date

Fely Gregorio

Digitally signed by Fely Gregorio
Date: 2026.06.08 13:35:25
-05'00'

Central Office Review Signature & Date

Teresa Cline

Digitally signed by Teresa Cline
Date: 2026.06.23 19:51:32
-05'00'

Additional Requirements? ☐ Yes ☒ No

Local Public Agency	Section Number	State Job Number	Project Number
Village of Western Springs	25-00105-00-RS	C9129326	6H4Z(948)

SCHEDULE NUMBER 4
Attestation on Single Audit Compliance

1. In the prior fiscal year, did Village of Western Springs LPA expend more than \$750,000 in federal funds in aggregate from all federal sources?

☐ Yes ☒ No

2. Does the Village of Western Springs LPA anticipate expending more than \$750,000 in federal funds in aggregate from all federal sources in the current Village of Western Springs LPA fiscal year?

☒ Yes ☐ No

If answers to question 1 and 2 are no, please proceed to the signature section.

If answer to question 1 is yes, please answer question 3a.

If answer to question 2 is yes, please answer question 3b.

3. A single audit must be conducted in accordance with Subpart F of 2 CFR 200 if \$750,000 or more in federal funds are expended in a single fiscal year.

a. Has the Village of Western Springs LPA performed a single audit for their previous fiscal year?

☒ Yes ☐ No

i. If yes, has the audit be filed with the Illinois Office of the Comptroller in accordance with 50 ILCS 310 (*see also 55 ILCS 5 & 65 ILCS 5 & 60 ILCS 1/80*)?

☒ Yes ☐ No

b. For the current fiscal year, does the Village of Western Springs LPA intend to comply with Subpart F of 2 CFR 200?

☒ Yes ☐ No

By completing this attestation, I certify that I have authority to sign this attestation on behalf of the LPA; and that the foregoing information is correct and complete to the best of my knowledge and belief.

Name	Title	LPA
John Mastandona	Director of Finance	Village of Western Springs

Signature & Date

	Digitally signed by John Mastandona DN: O=Village of Western Springs, CN=John Mastandona, E=jmastandona@wspings.com Reason: I attest to the accuracy and integrity of this document Location: Date: 2026.06.08 09:58:23-05'00' Foxit PDF Editor Version: 2023.3.0
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RESOLUTION NO. 26-_____

VOTE:

AYES: _____

NAYS: _____

ABSTAIN: _____

DATE:

.

A RESOLUTION AUTHORIZING THE USE OF VILLAGE FUNDS AND AUTHORIZING THE APPROVAL AND EXECUTION OF THE LOCAL PUBLIC AGENCY AGREEMENT FOR FEDERAL PARTICIPATION (IDOT - SURFACE TRANSPORTATION PROGRAM) FOR GILBERT AVENUE IMPROVEMENTS TO BE ENTERED INTO BETWEEN THE VILLAGE OF WESTERN SPRINGS AND THE ILLINOIS DEPARTMENT OF TRANSPORTATION

WHEREAS, the Village of Western Springs (the “Village”) desires to rehabilitate Gilbert Avenue between 47th Street and Ogden Avenue (the “Project”); and

WHEREAS, the cost of the Project has necessitated the use of federal funds; and

WHEREAS, the federal fund source requires a match of local funds to be provided by the Village; and

WHEREAS, the Village is partnering with the Village of LaGrange (“LaGrange”) to complete the Project and the Village and LaGrange intend to enter into a separate intergovernmental agreement to address the Project responsibilities for the two Villages; and

WHEREAS, the Village of Western Springs is the lead agency for the Project; and

WHEREAS, the President and Board of Trustees of the Village of Western Springs (the “Village Board”) and the State of Illinois Department of Transportation (“IDOT”) desire to enter into an agreement related to the Project entitled “Local Public Agency Agreement for Federal Participation” (the “Agreement”), a copy of which is attached hereto as **Exhibit “A”** and made a part hereof; and

WHEREAS, the estimated total “Construction Costs” for the Project total \$1,413,047.00. The State of Illinois, through IDOT, has agreed to participate and provide federal funding for the participating Construction Costs associated with the Project through the Surface Transportation Program at a level of 80% of the participating Construction Costs, but not to exceed an amount equal to \$1,094,135.00, in accordance with the terms set forth in the attached Agreement (**Exhibit “A”**); and

WHEREAS, the Village agrees to pay the local share of the Project, which equals 20% of all related Construction Costs totaling \$319,234, in accordance with the terms set forth in the attached Agreement (**Exhibit “A”**); and

WHEREAS, at an open public meeting held on September 1, 2026, the Public Works & Water Committee reviewed the terms of the attached Agreement and received input from the Village staff and the public, and then the Committee favorably recommended that the Village Board approve Agreement; and

WHEREAS, at open public meetings held on September 14, 2026, the President and Board of Trustees of the Village reviewed and discussed the Project, the Agreement, and the Public Works & Water Committee's recommendation, and received input from the Village staff and the public. At its September 14, 2026 meeting, the President and Board of Trustees of the Village of Western Springs accepted the Public Works & Water Committee's recommendation to approve and enter into the Agreement; and

WHEREAS, the President and Board of Trustees of the Village are authorized, under the intergovernmental cooperation powers set forth at Article VII, Section 10 of the 1970 Illinois Constitution and the applicable provisions of the Illinois Municipal Code (65 ILCS 5/*et seq.*), to approve and enter into the attached Agreement and find that it is in the best interests of the Village, its residents, property owners, businesses and the public to approve and enter into the attached Agreement.

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

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

Section 2: The President and Board of Trustees of the Village of Western Springs appropriate and authorize the use of certain Village funds to complete the Project in the amount of Three Hundred Nineteen Thousand Two Hundred Thirty Four and 00/100 Dollars (\$319,234.00).

Section 3: The President and Board of Trustees of the Village of Western Springs approve and authorize the execution of an agreement entitled "Local Public Agency Agreement for Federal Participation" (the "Agreement"), a copy of which is attached hereto as **Exhibit "A"** and made a part hereof. The President and Board of Trustees of the Village of Western Springs authorize and direct the Village President and the Village Clerk, or their designees, to execute the final version of the Agreement, which may contain certain non-substantive and non-financial modifications that are approved by the Village Attorney. The President and Board of Trustees also authorize and direct the Village President, the Village Clerk, the Village Manager and the Village Attorney, or their designees, to execute and deliver all other instruments and documents and pay all Village Board-authorized costs that are necessary to fulfill the Village's obligations under the Agreement.

Section 4: After approval and execution of this Resolution and the Agreement by the Village President and Village Clerk, or their designees, the Village Clerk's Office shall arrange for the delivery of five (5) certified copies of this Resolution and executed versions of the attached Agreement to the Illinois Department of Transportation through their Division of Transportation and one (1) certified copy of this Resolution and executed version of the attached Agreement to the Cook County Clerk's Office.

PASSED by the Board of Trustees of the Village of Western Springs, Cook County, Illinois, at a Board Meeting thereof, held on the September 14, 2026 day of 2026, and approved by me as Village President, and attested by the Village Clerk, on the same day.

Heidi Rudolph, Village President

ATTEST:

Edward Tymick, Village Clerk

Published by me in pamphlet form on the __ day of _____, 2026.

Edward Tymick, Village Clerk

Exhibit "A"

**Local Public Agency Agreement for Federal Participation
(Gilbert Avenue Improvements)
(attached)**

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

CLERK'S CERTIFICATE

I, Edward Tymick, the duly elected and qualified Acting Village Clerk of the Village of Western Springs, Cook County, Illinois, certify that attached document is a true and correct copy of the Resolution now on file in my office, entitled:

RESOLUTION NO. 26-_____

A RESOLUTION AUTHORIZING THE USE OF VILLAGE FUNDS AND AUTHORIZING THE APPROVAL AND EXECUTION OF THE LOCAL PUBLIC AGENCY AGREEMENT FOR FEDERAL PARTICIPATION CENTRAL AVENUE ROADWAY AND SEWER IMPROVEMENTS TO BE ENTERED INTO BETWEEN THE VILLAGE OF WESTERN SPRINGS AND THE ILLINOIS DEPARTMENT OF TRANSPORTATION

which was passed by a roll call vote of the Board of Trustees of the Village of Western Springs at a Board Meeting held on the 14th day of September, 2026, at which meeting a quorum was present, and approved by the Village President of the Village of Western Springs on the 14th day of September, 2026.

I further certify that the vote on the question of the passage of the said Resolution by the Board of Trustees of the Village of Western Springs was taken by the Ayes and Nays and recorded in the Journal of Proceedings of the Board of Trustees of the Village of Western Springs, and that the result of said vote was as follows, to-wit:

AYES: _____

NAYS: _____

ABSENT: _____

I do further certify that the original Resolution, of which the attached is a true copy, is entrusted to my care for safekeeping, and that I am the lawful keeper of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Village of Western Springs, this __ day of _____.

Edward Tymick, Village Clerk

SEAL

DRAFT 9.8.2026
RESOLUTION NO. 26-????

VOTE:
AYES: _____
NAYS: _____
ABSENT: _____
ABSTAIN: _____
DATE: September 14, 2026

**A RESOLUTION APPROVING AND AUTHORIZING
THE EXECUTION OF A PROFESSIONAL SERVICES
AGREEMENT BETWEEN THE VILLAGE OF
WESTERN SPRINGS AND BAXTER AND
WOODMAN, INC. OF MOKENA, ILLINOIS FOR
CONSTRUCTION ENGINEERING SERVICES FOR
THE GILBERT AVENUE PROJECT IN AN AMOUNT
NOT TO EXCEED \$128,093.00.**

WHEREAS, the President and Board of Trustees of the Village of Western Springs (“Village Board”) and Baxter and Woodman, Inc. of Mokena, Illinois (“Engineer”) desire to enter into a Professional Services Agreement for Construction Engineering Services for the Gilbert Avenue Project (collectively, the “Services”) and its Exhibit “1” entitled “Rider to Professional Services Agreement Between The Village Of Western Springs and Baxter and Woodman, Inc. for Construction Engineering Services for the Gilbert Avenue Project”, copies of which are attached hereto as Group Exhibit “A” and made a part hereof (collectively the “PSA”); and

WHEREAS, the Services to be performed will include field inspection, documentation, contractor coordination, and federal compliance related to the resurfacing of Gilbert Avenue from 47th Street to Ogden Avenue; and

WHEREAS, the fee to perform the Services is a “not-to-exceed” fee of \$128,093.00. The Engineer’s fee will be paid from the Village’s General Fund and/or other lawfully available Village funds. In addition, the engineer’s fee is anticipated to be covered 80% by federal funding and 20% in a local share to be evenly split by Western Springs and La Grange pursuant to an Intergovernmental Agreement; and

WHEREAS, at an open public meeting held on September 1, 2026, the Village’s Public Works and Water Committee (“Committee”) reviewed and discussed the terms of the attached PSA, received input from the Village staff, and provided an opportunity for input from the public, and then the Committee favorably recommended that the Village Board approve the PSA; and

WHEREAS, at an open public meeting held on September 14, 2026 the President and Board of Trustees of the Village reviewed and discussed the Services, the PSA, and the Committee’s recommendation, received input from the Village staff, and provided an opportunity for input from the public. At its September 14, 2026 Regular meeting, the Village Board accepted the Committee’s recommendation to approve and enter into the PSA; and

WHEREAS, the President and Board of Trustees of the Village of Western Springs are authorized, under the intergovernmental cooperation powers set forth at Article VII (Local Government), Section 7 (Counties And Municipalities Other Than Home Rule Units) and Section 10 (Intergovernmental Cooperation) of the State of Illinois Constitution of 1970, as well as the Illinois Intergovernmental Cooperation Act (5 ILCS 220/), and the applicable provisions of the Illinois Municipal Code (65 ILCS 5/8-1-7), to approve and enter into the attached PSA, and find that it is protective of the health, welfare and

safety of and in the best interests of the Village, its residents, property owners, businesses and the public to approve and enter into the attached PSA.

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

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

Section 2: Approval of Agreement and Other Related Documents. The President and Board of Trustees of the Village of Western Springs approve and authorize the execution of the Professional Services Agreement for Construction Engineering Services for the Gilbert Avenue Project ("Services") and its Exhibit "1" entitled "Rider to Professional Services Agreement Between The Village Of Western Springs and Baxter and Woodman, Inc. for Construction Engineering Services for the Gilbert Avenue Project" (collectively the "PSA"), substantially in the form attached hereto as **Group Exhibit "A"** and made a part hereof, which may contain certain non-substantive and non-financial changes that are approved by the Village Attorney. In addition, the Village Board authorizes and directs the President and Clerk, or their designees, to execute the final version of the PSA, and such other related documents as may be necessary to fulfill the Village's obligations under the PSA.

Section 3: Approval of Related Expenses. The President and Board of Trustees of the Village of Western Springs also authorize and direct the Village President, the Village Clerk, the Village Manager and the Village Attorney, or their designees, to execute and deliver all other instruments and documents and pay all Village Board-authorized costs that are necessary to fulfill the Village's obligations under the PSA.

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

Section 5. Effective Date. This Resolution shall be in full force and effect from and after its adoption and approval in the manner provided by law.

PASSED by the Board of Trustees of the Village of Western Springs, Cook County, Illinois, at a Regular Meeting thereof, held on the 14th day of September, 2026, and approved by me as Village President, and attested by the Village Clerk, on the same day.

Heidi Rudolph, Village President

ATTEST:

Edward Tymick, Village Clerk

Group Exhibit "A"

**Professional Services Agreement
Between the Village of Western Springs and Baxter and Woodman, Inc.
for Construction Engineering Services for the Gilbert Avenue Project**

Exhibit "1"

**Rider to Professional Services Agreement
Between The Village Of Western Springs and Baxter and Woodman, Inc.
for Construction Engineering Services for the Gilbert Avenue Project
(attached)**

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

CLERK'S CERTIFICATE

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

RESOLUTION NO. 26-_____

A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE VILLAGE OF WESTERN SPRINGS AND BAXTER AND WOODMAN, INC. OF MOKENA, ILLINOIS FOR CONSTRUCTION ENGINEERING SERVICES FOR THE GILBERT AVENUE PROJECT IN AN AMOUNT NOT TO EXCEED \$128,093.00.

which was passed by a roll call vote of the Board of Trustees of the Village of Western Springs at a Regular Meeting held on the 14th day of September, 2026, at which meeting a quorum was present, and approved by the Village President of the Village of Western Springs on the 14th day of September, 2026.

I further certify that the vote on the question of the passage of the said Resolution by the Board of Trustees of the Village of Western Springs was taken by the Ayes and Nays and recorded in the Journal of Proceedings of the Board of Trustees of the Village of Western Springs, and that the result of said vote was as follows, to-wit:

AYES: _____

NAYS: _____

ABSENT: _____

I do further certify that the original Resolution, of which the attached is a true copy, is entrusted to my care for safekeeping, and that I am the lawful keeper of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Village of Western Springs, this __ day of September, 2026.

Edward Tymick, Village Clerk

SEAL



Local Public Agency Engineering Services Agreement

Using Federal Funds? ☒ Yes ☐ No Agreement For

Federal CE

Agreement Type

Original

LOCAL PUBLIC AGENCY

Local Public Agency	County	Section Number	Job Number
Western Springs	Cook	25-00105-00-RS	C-91-293-26
Project Number	Contact Name	Phone Number	Email
6H4Z(948)	Jeff Koza	(708) 246-1800	jkoza@wsprings.com

SECTION PROVISIONS

Local Street/Road Name	Key Route	Length	Structure Number
Gilbert Avenue	FAU 2697	1.02 miles	N/A
Location Termini			Add Location
47th Street to Ogden Avenue			Remove Location
Project Description			
HMA resurfacing, HMA patching, curb & gutter spot repairs, intersection ADA improvements, pavement markings, and other miscellaneous items of work. Project No. 2600818.00			

Engineering Funding	☒ Federal	☐ MFT/TBP	☐ State	☒ Other	Local
Anticipated Construction Funding	☒ Federal	☐ MFT/TBP	☐ State	☒ Other	Local

AGREEMENT FOR

☒ Phase III - Construction Engineering

CONSULTANT

Prime Consultant (Firm) Name	Contact Name	Phone Number	Email
Baxter & Woodman, Inc.	Matt Abbeduto	(815) 531-9299	mabbeduto@baxterwoodman.com
Address	City	State	Zip Code
8840 West 192nd Street	Mokena	IL	60423

THIS AGREEMENT IS MADE between the above Local Public Agency (LPA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the improvement of the above SECTION. Project funding allotted to the LPA by the State of Illinois under the general supervision of the State Department of Transportation, hereinafter called the "DEPARTMENT," will be used entirely or in part to finance ENGINEERING services as described under AGREEMENT PROVISIONS.

Since the services contemplated under the AGREEMENT are professional in nature, it is understood that the ENGINEER, acting as an individual, partnership, firm or legal entity, qualifies for professional status and will be governed by professional ethics in its relationship to the LPA and the DEPARTMENT. The LPA acknowledges the professional and ethical status of the ENGINEER by entering into an AGREEMENT on the basis of its qualifications and experience and determining its compensation by mutually satisfactory negotiations.

WHEREVER IN THIS AGREEMENT or attached exhibits the following terms are used, they shall be interpreted to mean:

Regional Engineer	Deputy Director, Office of Highways Project Implementation, Regional Engineer, Department of Transportation
Resident Construction Supervisor	Authorized representative of the LPA in immediate charge of the engineering details of the construction PROJECT.
In Responsible Charge Contractor	A full time LPA employee authorized to administer inherently governmental PROJECT activities Company or Companies to which the construction contract was awards.

AGREEMENT EXHIBITS

The following EXHIBITS are attached hereto and made a part of hereof this AGREEMENT:

- ☒ EXHIBIT 1: Scope of Services
- ☒ EXHIBIT 2: Project Schedule
- ☒ EXHIBIT 3: Qualification Based Selection (QBS) Checklist
- ☒ EXHIBIT 4: Cost Estimate of Consultant Services (CECS) Worksheet (BLR 05513 or BLR 05514)
- ☒ Exhibit 5: CECS Worksheet BLR 05514 - SMC
- ☐ _____
- ☐ _____

I. THE ENGINEER AGREES,

1. To perform or be responsible for the performance of the Scope of Services presented in EXHIBIT 1 for the LPA in connection with the proposed improvements herein before described.
2. The Classifications of the employees used in the work shall be consistent with the employee classifications and estimated staff hours. If higher-salaried personnel of the firm, including the Principal Engineer, perform services that are to be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the payroll rate for the work performed.
3. That the ENGINEER shall be responsible for the accuracy of the work and shall promptly make necessary revisions or corrections required as a result of the ENGINEER'S error, omissions or negligent acts without additional compensation. Acceptance of work by the LPA or DEPARTMENT will not relieve the ENGINEER of the responsibility to make subsequent correction of any such errors or omissions or the responsibility for clarifying ambiguities.
4. That the ENGINEER will comply with applicable Federal laws and regulations, State of Illinois Statutes, and the local laws or ordinances of the LPA.
5. To pay its subconsultants for satisfactory performance no later than 30 days from receipt of each payment from the LPA.
6. To invoice the LPA for Preliminary and/or Design Engineering: The ENGINEER shall submit all invoices to the LPA within three months of the completion of the work called for in the AGREEMENT or any subsequent Amendment or Supplement.
7. To submit a completed BLR 05613, Engineering Payment Report, to the DEPARTMENT within three months of the completion of the work called for in this AGREEMENT or any subsequent Amendment or Supplement. The form shall be submitted with the final invoice.
8. The ENGINEER or subconsultant shall not discriminate on the basis of race, color, national origin or sex in the performance of this AGREEMENT. The ENGINEER shall carry out applicable requirements of 49 CFR part 26 in the administration of US Department of Transportation (US DOT) assisted contract. Failure by the Engineer to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as the LPA deems appropriate.
9. That none of the services to be furnished by the ENGINEER shall be sublet assigned or transferred to any other party or parties without written consent of the LPA. The consent to sublet, assign or otherwise transfer any portion of the services to be furnished by the ENGINEER shall be construed to relieve the ENGINEER of any responsibility for the fulfillment of this AGREEMENT.
10. For Construction Engineering Contracts:
 - (a) The ENGINEER shall be prequalified with the STATE in Construction Inspection. All employees of the ENGINEER serving as the onsite resident construction supervisor or providing construction inspection shall have a valid Documentation of Contract Quantities certification.
 - (b) For all projects where testing is required, the ENGINEER shall obtain samples according to the STATE Bureau of Materials. "Manual of Test Procedures for Materials," submit STATE Bureau of Materials inspection reports; and verify compliance with contract specifications.
11. That the engineering services shall include all equipment, instruments, supplies, transportation and personnel required to perform the duties of the ENGINEER in connection with this AGREEMENT (See DIRECT COST tab in BLR 05513 or BLR 05514).

II. THE LPA AGREES,

1. To certify by execution of this AGREEMENT that the selection of the ENGINEER was performed in accordance with the following:
 - (a) Professional Services Selection Act (50 ILCS 510), The Brooks Act (40 USC 11), and the Procurement, Management, and Administration of Engineering, and Design Related Services (23 CFR part 172). Exhibit 3 is required to be completed with this AGREEMENT.
2. To furnish the ENGINEER all presently available survey data, plans, specifications, and project information.
3. For Construction Engineering Contracts:
 - (a) To furnish a full time LPA employee to be In Responsible Charge authorized to administer inherently governmental PROJECT activities.
 - (b) To submit approved forms BC 775 and BC 776 to the DEPARTMENT when federal funds are utilized.
4. To pay the ENGINEER:

- (a) For progressive payments - Upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LPA, monthly payments for the work performed shall be due and payable to the ENGINEER, such payments to be equal to the value of the partially completed work minus all previous partial payments made to the ENGINEER.
- (b) Final Payment - Upon approval of the work by the LPA but not later than 60 days after the work is completed and reports have been made and accepted by LPA and DEPARTMENT, a sum of money equal to the basic fee as determined in this AGREEMENT less the total of the amount of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.

5. To pay the ENGINEER as compensation for all services rendered in accordance with the AGREEMENT on the basis of the following compensation method as discussed in 5-5.10 of the BLR Manual.

Method of Compensation:

☐ Lump Sum

☐ Specific Rate

☒ Cost plus Fixed Fee: Fixed

Total Compensation = DL + DC + OH + FF

Where:

DL is the total Direct Labor,

DC is the total Direct Cost,

OH is the firm's overhead rate applied to their DL and

FF is the Fixed Fee.

Where FF = (0.33 + R) DL + %SubDL, where R is the advertised Complexity Factor and %SubDL is 10% profit allowed on the direct labor of the subconsultants.

The Fixed Fee cannot exceed 15% of the DL + OH.

Field Office Overhead Rates: Field rates must be used for construction engineering projects expected to exceed one year in duration or if the construction engineering contract exceeds \$1,000,000 for any project duration.

6. The recipient shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any US DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The recipient shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of US DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR part 26 and as approved by US DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as violation of this AGREEMENT. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C 3801 et seq.).

III. IT IS MUTUALLY AGREED,

1. No work shall be commenced by the ENGINEER prior to issuance by the IDOT of a written Notice to Proceed.
2. To maintain, for a minimum of 3 years after the completion of the contract, adequate books, records and supporting documents to verify the amount, recipients and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records and supporting documents related to the contract shall be available for review and audit by the Auditor General, and the DEPARTMENT, the Federal Highways Administration (FHWA) or any authorized representative of the federal government, and to provide full access to all relevant materials. Failure to maintain the books, records and supporting documents required by this section shall establish a presumption in favor of the DEPARTMENT for the recovery of any funds paid by the DEPARTMENT under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
3. That the ENGINEER shall be responsible for any and all damages to property or persons arising out of an error, omission and/or negligent act in the prosecution of the ENGINEER's work and shall indemnify and save harmless the LPA, the DEPARTMENT, and their officers, agents, and employees from all suits, claims, actions or damage liabilities, costs or damages of any nature whatsoever resulting there from. These indemnities shall not be limited by the listing of any insurance policy.
The LPA will notify the ENGINEER of any error or omission believed by the LPA to be caused by the negligence of the ENGINEER as soon as practicable after the discovery. The LPA reserves the right to take immediate action to remedy any error or omission if notification is not successful; if the ENGINEER fails to reply to a notification; or if the conditions created by the error or omission are in need of urgent correction to avoid accumulation of additional construction costs or damages to property and reasonable notice is not practicable.
4. This AGREEMENT may be terminated by the LPA upon giving notice in writing to the ENGINEER at the ENGINEER's last known post office address. Upon such termination, the ENGINEER shall cause to be delivered to the LPA all drawings, plats, surveys, reports, permits, agreements, soils and foundation analysis, provisions, specifications, partial and completed estimates and data, if any from soil survey and subsurface investigation with the understanding that all such material becomes the property of the LPA. The LPA will be responsible for reimbursement of all eligible expenses incurred under the terms of this AGREEMENT up to the date of the written notice of termination.
5. In the event that the DEPARTMENT stops payment to the LPA, the LPA may suspend work on the project. If this agreement is suspended by the LPA for more than thirty (30) calendar days, consecutive or in aggregate, over the term of this AGREEMENT, the ENGINEER shall be compensated for all services performed and reimbursable expenses incurred as a result of the

suspension and resumption of its services, and the ENGINEER's schedule and fees for the remainder of the project shall be equitably adjusted.

6. This AGREEMENT shall continue as an open contract and the obligations created herein shall remain in full force and effect until the completion of construction of any phase of professional services performed by others based upon the service provided herein. All obligations of the ENGINEER accepted under this AGREEMENT shall cease if construction or subsequent professional services are not commenced within 5 years after final payment by the LPA.
7. That the ENGINEER shall be responsible for any and all damages to property or persons arising out of an error, omission and/or negligent act in the prosecution of the ENGINEER's work and shall indemnify and have harmless the LPA, the DEPARTMENT, and their officers, employees from all suits, claims, actions or damages liabilities, costs or damages of any nature whatsoever resulting there from. These indemnities shall not be limited by the listing of any insurance policy.
8. The ENGINEER and LPA certify that their respective firm or agency:
 - (a) has not employed or retained for commission, percentage, brokerage, contingent fee or other considerations, any firm or person (other than a bona fide employee working solely for the LPA or the ENGINEER) to solicit or secure this AGREEMENT,
 - (b) has not agreed, as an express or implied condition for obtaining this AGREEMENT, to employ or retain the services of any firm or person in connection with carrying out the AGREEMENT or
 - (c) has not paid, or agreed to pay any firm, organization or person (other than a bona fide employee working solely for the LPA or the ENGINEER) any fee, contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out the AGREEMENT.
 - (d) that neither the ENGINEER nor the LPA is/are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency,
 - (e) has not within a three-year period preceding the AGREEMENT been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property,
 - (f) are not presently indicated for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (e) and
 - (g) has not within a three-year period preceding this AGREEMENT had one or more public transaction (Federal, State or local) terminated for cause or default.

Where the ENGINEER or LPA is unable to certify to any of the above statements in this certification, an explanation shall be attached to this AGREEMENT.

9. In the event of delays due to unforeseeable causes beyond the control of and without fault or negligence of the ENGINEER no claim for damages shall be made by either party. Termination of the AGREEMENT or adjustment of the fee for the remaining services may be requested by either party if the overall delay from the unforeseen causes prevents completion of the work within six months after the specified completion date. Examples of unforeseen causes include but are not limited to: acts of God or a public enemy; act of the LPA, DEPARTMENT, or other approving party not resulting from the ENGINEER's unacceptable services; fire; strikes; and floods.

If delays occur due to any cause preventing compliance with the PROJECT SCHEDULE, the ENGINEER shall apply in writing to the LPA for an extension of time. If approved, the PROJECT SCHEDULE shall be revised accordingly.

10. By execution of this AGREEMENT the LPA and ENGINEER certify compliance with the Drug Free Workplace Act (30 ILCS 580). The Drug Free Workplace Act requires that no grantee or contractor shall receive a grant or be considered for the purpose of being awarded a contract for the procurement of any property or service from the DEPARTMENT unless that grantee or contractor will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited to suspension of contract on grant payments, termination of a contract or grant and debarment of the contracting or grant opportunities with the DEPARTMENT for at least one (1) year but not more than (5) years.

For the purpose of this certification, "grantee" or "Contractor" means a corporation, partnership or an entity with twenty-five (25) or more employees at the time of issuing the grant or a department, division or other unit thereof, directly responsible for the specific performance under contract or grant of \$5,000 or more from the DEPARTMENT, as defined the Act.

The contractor/grantee certifies and agrees that it will provide a drug free workplace by:

- (a) Publishing a statement:
 - (1) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the grantee's or contractor's workplace.
 - (2) Specifying actions that will be taken against employees for violations of such prohibition.
 - (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
 - (a) abide by the terms of the statement; and
 - (b) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than (5) days after such conviction.
- (b) Establishing a drug free awareness program to inform employees about:
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's or contractor's policy to maintain a drug free workplace;
 - (3) Any available drug counseling, rehabilitation and employee assistance program; and

- (4) The penalties that may be imposed upon an employee for drug violations.
- (c) Providing a copy of the statement required by subparagraph (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
 - (d) Notifying the contracting, or granting agency within ten (10) days after receiving notice under part (b) of paragraph (3) of subsection (a) above from an employee or otherwise, receiving actual notice of such conviction.
 - (e) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program.
 - (f) Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation is required and indicating that a trained referral team is in place.

Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act, the ENGINEER and LPA agree to meet the PROJECT SCHEDULE outlined in EXHIBIT 2. Time is of the essence on this project and the ENGINEER's ability to meet the PROJECT SCHEDULE will be a factor in the LPA selecting the ENGINEER for future project. The ENGINEER will submit progress reports with each invoice showing work that was completed during the last reporting period and work they expect to accomplish during the following period.

11. Due to the physical location of the project, certain work classifications may be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.).
12. For Construction Engineering Contracts:
 - (a) That all services are to be furnished as required by construction progress and as determined by the LPA employee In Responsible Charge. The ENGINEER shall complete all services herein within a time considered reasonable to the LPA, after the CONTRACTOR has completed the construction contract.
 - (b) That all field notes, test records and reports shall be turned over to and become the property of the LPA and that during the performance of the engineering services herein provided for, the ENGINEER shall be responsible for any loss or damage to the documents herein enumerated while they are in the ENGINEER's possession and any such loss or damage shall be restored at the ENGINEER's expense.
 - (c) That any difference between the ENGINEER and the LPA concerning the interpretation of the provisions of this AGREEMENT shall be referred to a committee of disinterested parties consisting of one member appointed by the ENGINEER, one member appointed by the LPA, and a third member appointed by the two other members for disposition and that the committee's decision shall be final.
 - (d) That in the event that engineering and inspection services to be furnished and performed by the LPA (including personnel furnished by the ENGINEER) shall, in the opinion of the STATE be incompetent employed on such work at the expense of the LPA.
 - (e) Inspection of all materials when inspection is not provided by the sources by the STATE Central Bureau of Materials, and submit inspection reports to the LPA and STATE in accordance with the STATE Central Bureau of Materials "Project Procedures Guide" and the policies of the STATE.

AGREEMENT SUMMARY

Prime Consultant (Firm) Name	TIN/FEIN/SS Number	Agreement Amount
Baxter & Woodman, Inc.	38-2845242	\$118,128.00

Subconsultants	TIN/FEIN/SS Number	Agreement Amount
Soil & Material Consultants, Inc. (SMC)	36-3094075	\$9,965.00
Subconsultant Total		\$9,965.00
Prime Consultant Total		\$118,128.00
Total for all work		\$128,093.00

AGREEMENT SIGNATURES

Attest: The

Local Public Agency Type
Village

 of

Local Public Agency
Western Springs

By (Signature & Date)

--

By (Signature & Date)

--

Local Public Agency

Western Springs

Local Public Agency Type

Village

Clerk

Title

--

(SEAL)

Executed by the ENGINEER:

Prime Consultant (Firm) Name

Attest:

Baxter & Woodman, Inc.

By (Signature & Date)

--

Title

--

By (Signature & Date)

--

Title

--

For information about IDOTs collection and use of confidential information review the department's [Identity Protection Policy](#).

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
Western Springs	Baxter & Woodman, Inc.	Cook	25-00105-00-RS

**EXHIBIT 1
SCOPE OF SERVICES**

To perform or be responsible for the performance of the engineering services for the LPA, in connection with the PROJECT herein before described and enumerated below

1. Act as the Owner's representative with duties, responsibilities, and limitations of authority as assigned in the construction contract documents.
2. PROJECT INITIATION - Attend the IDOT preconstruction conference, and review the Contractor's proposed construction schedule and list of subcontractors.
3. CONSTRUCTION ADMINISTRATION
 - A. Attend periodic construction progress meetings.
 - B. Shop drawing and submittal review by Engineer shall apply only to the items in the submissions and only for the purpose of assessing, if upon installation or incorporation in the Project, they are generally consistent with the construction documents. Owner agrees that the contractor is solely responsible for the submissions (regardless of the format in which provided, i.e. hard copy or electronic transmission) and for compliance with the contract documents. Owner further agrees that the Engineer's review and action in relation to these submissions shall not constitute the provision of means, methods, techniques, sequencing or procedures of construction or extend to safety programs or precautions. Engineer's consideration of a component does not constitute acceptance of the assembled item.
 - C. Prepare construction contract change orders and work directives when authorized by the Owner.
 - D. Review the Contractor's requests for payments as construction work progresses, and advise the Owner of amounts due and payable to the Contractor in accordance with the terms of the construction contract documents.
 - E. Research and prepare written response by Engineer to request for information from the Owner and Contractor.
 - F. Provide the services of a materials testing company, as a subconsultant, to perform proportioning and testing of the Portland cement concrete and bituminous mixtures in accordance with the IDOT's Bureau of Materials manuals of instructions for proportioning. Review laboratory, shop and mill test reports of materials, and equipment furnished by the Contractor.
 - G. Project manager or other office staff visit site as needed.
 - H. Provide design assistance to produce and review any necessary changes to the engineering documents during construction.
4. FIELD OBSERVATION
 - A. Engineer's site observation shall be at the times agreed upon with the Owner. Engineer will provide Resident Engineers at the construction site on a full-time basis of forty (40) hours per week from Monday through Friday, from the Engineer's office of not more than eight (8) hours per regular weekday, not including legal holidays, as deemed necessary by the Engineer, to assist the Contractor with interpretation of the Drawings and Specifications, to observe in general if the Contractor's work is in conformity with the Final Design Documents, and to monitor the Contractor's progress as related to the Construction Contract date of completion. Through standard, reasonable means, Engineer will become generally familiar with observable completed work. If Engineer observes completed work that is inconsistent with the construction documents, that information shall be

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
Western Springs	Baxter & Woodman, Inc.	Cook	25-00105-00-RS

communicated to the contractor and Owner to address. Engineer shall not supervise, direct, control, or have charge or authority over any contractor's work, nor shall the Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety at the site, nor for any failure of any contractor to comply with laws and regulations applicable to such contractor's furnishing and performing of its work. Engineer neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform the work in accordance with the contract documents, which contractor is solely responsible for its errors, omissions, and failure to carry out the work. Engineer shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any of their agents or employees or any other person, (except Engineer's own agents, employees, and consultants) at the site or otherwise furnishing or performing any work; or for any decision made regarding the contract documents, or any application, interpretation, or clarification, of the contract documents, other than those made by the Engineer.

B. Provide the necessary base lines, benchmarks, and reference points to enable the Contractor to proceed with the work.

C. Keep a daily record of the Contractor's work on those days that the Engineers are at the construction site including notations on the nature and cost of any extra work, and provide weekly reports to the Owner of the construction progress and working days charged against the Contractor's time for completion.

5. COMPLETION OF PROJECT

A. Provide construction inspection services when notified by the Contractor that the Project is complete. Prepare written punch lists during final completion inspections.

B. Review the Contractor's written guarantees and issue a Notice of Acceptability for the Project by the Owner.

C. Review the Contractor's requests for final payment, and advise the Owner of the amounts due and payable to the Contractor in accordance with the terms of the construction contract documents.

D. Submit the project job box including digital closeout documentation to the Village at the end of the project.

6. PROJECT CLOSEOUT - Provide construction-related engineering services including, but not limited to, General Construction Administration and Resident engineer Services.

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
Western Springs	Baxter & Woodman, Inc.	Cook	25-00105-00-RS

**EXHIBIT 2
PROJECT SCHEDULE**

IDOT Letting: 9/18/26

Anticipated Start of Construction: 11/1/26 (Utility & Railroad Coordination); 6/1/27 for roadway construction

Completion Date: 8/6/27 + 10 WD

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
Western Springs	Baxter & Woodman, Inc.	Cook	25-00105-00-RS

Exhibit 3
Qualification Based Selection (QBS) Checklist

The LPA must complete Exhibit 3. If the value meets or will exceed the small dollar threshold in 50 ILCS 510, QBS requirements must be followed. Under the threshold, QBS requirements do not apply. The small dollar threshold is adjusted annually and can be found in IDOT Circular Letters. If the value is under the threshold with federal funds being used, federal small purchase guidelines must be followed.

☐ Form Not Applicable (engineering services less than the threshold)

Items 1-13 are required when using federal funds and QBS process is applicable. Items 14-16 are required when using State funds and the QBS process is applicable.

		No	Yes
1	Do the written QBS policies and procedures discuss the initial administration (procurement, management and administration) concerning engineering and design related consultant services?	☐	☒
2	Do the written QBS policies and procedures follow the requirements as outlined in Section 5-5 and specifically Section 5-5.06 (e) of the BLRS Manual?	☐	☒
3	Was the scope of services for this project clearly defined?	☐	☒
4	Was public notice given for this project?	☐	☒

If yes, Due date of submittal: 04/24/26

Method(s) used for advertisement and dates of advertisement

Village website 4/3/26 - 4/24/26

5	Do the written QBS policies and procedures cover conflicts of interest?	☐	☒
6	Do the written QBS policies and procedures use covered methods of verification for suspension and debarment?	☐	☒
7	Do the written QBS policies and procedures discuss the methods of evaluation?	☐	☒

	Project Criteria	Weighting
	Firm Qualifications	20%
	Project Approach	20%
	Staff Capabilities	30%
	Workload Capacity	10%
	References/Previous Work Experience	20%

8	Do the written QBS policies and procedures discuss the method of selection?	☐	☒
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Selection committee (titles) for this project

Village Engineer/Director of Engineering Services, members from Municipal Services Department, and Public Works Director from Village of La Grange

Top three consultants ranked for this project in order

1	Baxter and Woodman, Inc.
2	V3 Companies
3	Thomas Engineering

9	Was an estimated cost of engineering for this project developed in-house prior to contract negotiation?	☐	☒
10	Were negotiations for this project performed in accordance with federal requirements.	☐	☒
11	Were acceptable costs for this project verified?	☐	☒
12	Do the written QBS policies and procedures cover review and approving for payment, before forwarding the request for reimbursement to IDOT for further review and approval?	☐	☒
13	Do the written QBS policies and procedures cover ongoing and finalizing administration of the project (monitoring, evaluation, closing-out a contract, records retention, responsibility, remedies to violations or breaches to a contract, and resolution of disputes)?	☐	☒

Local Public Agency		Prime Consultant (Firm) Name		County	Section Number
Western Springs		Baxter & Woodman, Inc.		Cook	25-00105-00-RS

14	QBS according to State requirements used?	☐	☒
15	Existing relationship used in lieu of QBS process?	☒	☐
16	LPA is a home rule community (Exempt from QBS).	☒	☐

Instructions for BLR 05530 - Page 1 of 3

Form instructions are not to be submitted with the form

This form shall be used for a Local Public Agency (LPA) to enter into an agreement with an Engineering firm in connection with a project funded with Federal, State, and/or Motor Fuel Tax (MFT) funds. Based on the selection of type of engineering agreement and funding type, the form will change. For more information refer to the Bureau of Local Roads and Streets Manual (BLRS) Chapter 5. For signature requirements refer to Chapter 2, Section 3.05(b) of the BLRS manual.

This form can also be used for structure inspections.

When filing out this form electronically, once a field is initially completed, fields requiring the same information will be auto-populated.

Using Federal Funds? The user must select yes or no. Based on the selection, a drop-down menu will appear. The language of the form changes based on the selection.
Selecting yes indicates federal funds will be used to fund all or a portion of the engineering for this phase of this project.
Selecting no indicates no federal funds will be used to fund any engineering for this phase of the project.

Using State Funds (Non-MFT/TBP) If no is selected for using Federal Funds, this choice will appear. Select yes or no based on the use of State Funds for engineering. Select no if agreement is for MFT or TBP funds.

Agreement For If yes was selected for using Federal Funds, select Federal PE or Federal CE from the drop-down. If no was selected, then answer the question Using State Funds (Non-MFT/TBP). If yes is selected, then select State Funded CE, State Funded PE or State Funded PE/CE from the drop-down. If no was selected for using State Funds (Non-MFT/TBP), then select MFT/TBP PE, MFT/TBP CE or MFT/TBP PE-CE from the drop down.

Agreement Type From the drop down, select the type of agreement, types to choose from are: Original or Supplemental
Number If the agreement is for a supplemental, insert the number of the supplemental using number 1 for the first supplemental, and increase the numbering as the supplementals increase.

Local Public Agency

Local Public Agency	Insert the name of the LPA. This field value is used to populate the LPA name in the Agreement Signatures and the Exhibit pages.
County	Insert the name of the county in which the LPA is located.
Section Number	Insert the section number applied to this project without dashes, dashes are automatically inserted.
Job Number	Insert the job number assigned for the project, if applicable.
Project Number	Insert the project number assigned for this project, if applicable.
Contact Name	Insert the name of the LPA contact for this project.
Phone Number	Insert the phone for the LPA contact listed to the left without dashes.
Email	Insert the email for the LPA contact listed to the left.

Section Provisions

Location	Use the add location button to add additional locations, if needed, for up to a total of three locations. If there are more than three locations, use various.
Local Street/Road Name	Insert the local street/road name.
Key Route	Insert the key route of the street/road listed to the left, if applicable.
Length	Insert the length in miles as it pertains to the location listed to the left. For a structure insert 0.01.
Structure Number	Insert the existing structure number(s) for this project.
Location Termini	Insert the beginning and ending termini as it pertains to this location for this project.
Add Location	Use this button to add an additional location.
Remove Location	Use this button to remove a location added in error. Please note that at least one location is required.
Project Description	Insert a description of the work to be accomplished by this project.
Engineering Funding	Check all boxes that apply, if type other is checked, insert the type of other funding in the box following "other." The form will change based on the box(es) checked.
Anticipated Construction Funding	Check all boxes that apply, if type other is checked, insert the type of other funding in the box following "other."

Instructions for BLR 05530 - Page 2 of 3

Agreement For	Select the check box for the type of engineering the agreement is for. Phase I for Preliminary Engineering, Phase II for Design Engineering, Phase III for Construction Engineering. When Federal Funds are used, Phase I and Phase II can be selected when the agreement is for Federal PE. When Federal CE is selected, only Phase III can be selected. For MFT, the Phases can be selected based on the original selection at the top of the form for the agreement type.
Consultant	
Primary Consultant (Firm) Name	Insert the name of the primary consultant firm that will be executing this agreement. This field value is used to populate the consultant name in the Agreement Summary, Agreement Signatures and the Exhibit pages.
Contact Name	Insert the name of the contact for the firm listed to the left.
Phone Number	Insert the phone number for the contact listed to the left, without dashes.
Email	Insert the email of the contact listed to the left.
Address	Insert the address of the firm listed to the left.
City	Insert the city of the firm listed to the left.
State	Insert the state of the firm listed to the left.
Zip Code	Insert the zip code of the firm listed to the left.
Agreement Exhibits	Check all that apply, for boxes checked that do not have a description, insert the name of the exhibit.
Exhibit 1	Insert the scope of services covered by this agreement/ project. This exhibit is required.
Exhibit 2	Insert the project schedule that applies to this agreement/ project. This exhibit is required.
Exhibit 3	Qualification Based Selection (QBS) Checklist process must be followed when the value of engineering will meet and/or exceed the threshold in 50 ILCS 510. If the process does not apply, check the form not applicable checkbox on the top of the exhibit page. If the process applies and using federal funds, complete items 1 through 13. If the process applies and using state funds, complete items 14 through 16.
Exhibit 4	Cost Plus Estimate of Consultant Services (CECS) Worksheet (BLR 05513 or BLR 05514). If the method of compensation was checked (under LPA Agrees item 4) as Cost Plus Fixed Fee (Anniversary Raise or Fixed Raise) in the agreement, then this exhibit is required and the correct BLR form: BLR 05514 for Fixed Raise or BLR 05513 for Anniversary Raise. This is also required to be completed if the method of compensation is Lump Sum.
Exhibit	Use the remaining boxes and lines to add additional exhibits as needed. When Direct Costs is selected for an exhibit, the direct costs worksheet will show as part of the form. Use the add button to add an additional Direct Costs sheet for additional consultants named in the agreement. Direct Costs are only allowed for items listed on the direct cost sheet. The user will need to complete the worksheet if selected.
LPA Agrees	
Method of Compensation	Select the method of compensation for this agreement by checking the applicable box. If Percent is checked (this is only available when agreement is for MFT funds.), insert in the box the applicable percentage. If Lump Sum is checked, complete the box after lump sum showing the lump sum compensation amount. For agreements funded with federal funds the lump sum shall be determined by using the Cost Plus Fixed Fee formula. If Specific Rate is checked, insert the specific rate in the box. The specific rate cannot exceed \$150,000. For a federal project this is limited to testing services only. If Cost Plus Fixed Fee is checked, select the type of raise the agreement will use: Anniversary or Fixed. If this method is selected, BLR 05513 or BLR 05514 must be included in the exhibits.

Instructions for BLR 05530 - Page 3 of 3

Agreement Summary

Prime Consultant (Firm) Name	Field populated from the Prime Consultant (Firm) Name entered on the first pages of the agreement.
TIN/FEIN/SS	Insert the Prime Consultant's Taxpayer Identification Number (TIN), Federal Employer Identification Number (FEIN) or Social Security Number (SS).
Agreement Amount	Insert the maximum agreement amount.
Subconsultant(s)	As applicable, insert the name of each subconsultant engaged in this agreement/ project.
TIN/FEIN/SS	Insert the Subconsultant's Taxpayer Identification Number (TIN), Federal Employer Identification Number (FEIN) or Social Security Number (SS).
Agreement Amount	Insert the maximum agreement amount for the subconsultant listed to the left.
Add Subconsultant	If additional lines are needed for additional subconsultants, insert lines as needed and complete the required information.
Subconsultant Total	This field is automatically completed, it is the sum of all the agreement amounts for all subconsultants listed.
Prime Total	This field is automatically completed, it is the amount of the prime consultant fee as listed above.
Total for All	This field is automatically completed, it is the sum of the subconsultant and the prime total.

Agreement Signatures

Executed by LPA

Local Public Agency Type	From the drop down, select the type of LPA. Types to choose from are: City, County, Town, or Village.
Local Public Agency	Field populated from the Local Public Agency entered on the first pages of the agreement.
By	The LPA clerk will sign here.
By	The LPA official authorized to sign this agreement will sign and date here.
Seal of LPA	The LPA will seal the document here.
Title	Insert the title of the LPA official who signed above.

Executed by the Engineer

Prime Consultant (Firm) Name	Field populated from the Prime Consultant (Firm) Name entered on first pages of the agreement.
By	The person(s) authorized to sign this agreement from the engineering firm will sign and date here.
Title	Insert the title of the person signing above.

For Agreement using MFT/TBP funds only:

Regional Engineer	Upon approval the Regional Engineer will sign and date here.
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When submitting the form via USPS mail, submit a minimum of four (4) signed originals with applicable attachments to the Regional Engineer's District office. The form may be submitted electronically with electronic signatures with applicable exhibits.

Following IDOT's approval distribution will be as follows:

Local Public Agency Clerk
Engineer (Municipal, Consultant or County)
Bureau of Local Roads and Streets



Local Public Agency

Village of Western Springs

County

Cook

Section Number

25-00105-00-RS

Prime Consultant (Firm) Name

Baxter and Woodman, Inc.

Prepared By

Matt Abbeduto

Date

5/21/2026

Consultant / Subconsultant Name

Baxter and Woodman, Inc.

Job Number

C-91-293-26

Note: This is name of the consultant the CECS is being completed for. This name appears at the top of each tab.

Remarks

PAYROLL ESCALATION TABLE

CONTRACT TERM

12 MONTHS

START DATE

11/1/2026

RAISE DATE

1/1/2027

END DATE

10/31/2027

OVERHEAD RATE

162.36%

COMPLEXITY FACTOR

3.00%

% OF RAISE

ESCALATION PER YEAR

Year	First Date	Last Date	Months	% of Contract
0	11/1/2026	1/1/2027	2	16.67%
1	1/2/2027	11/1/2027	10	85.83%

The total escalation = 2.50%

Village of Western Springs

Cook	
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25-00105-00-RS

Baxter and Woodman, Inc.

C-91-293-26

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET FIXED RAISE

ESCALATION FACTOR	2.50%
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[illegible]

Local Public Agency

Village of Western Springs

County

Cook

Section Number

25-00105-00-RS

Consultant / Subconsultant Name

Baxter and Woodman, Inc.

Job Number

C-91-293-26

DIRECT COSTS WORKSHEET

List ALL direct costs required for this project. Those not listed on the form will not be eligible for reimbursement by the LPA on this project.

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

ITEM	ALLOWABLE	QUANTITY	CONTRACT RATE	TOTAL
Per Diem (per Federal GSA)	Up to federal maximum			\$0.00
Lodging (per Federal GSA)	Actual Cost (Up to Federal rate maximum)			\$0.00
Lodging Taxes and Fees (per Federal GSA)	Actual Cost			\$0.00
Air Fare	Coach rate, actual cost, requires minimum two weeks' notice, with prior IDOT approval			\$0.00
Vehicle Mileage (per Federal GSA)	Up to Federal rate maximum			\$0.00
Vehicle Owned or Leased (no mileage charge allowed)	\$45.00/half day (4 hours or less) or \$90/full day	60	\$90.00	\$5,400.00
Vehicle Rental	Actual Cost (Up to \$55/day)			\$0.00
Tolls	Actual Cost			\$0.00
Parking	Actual Cost			\$0.00
Overtime	Premium portion (Submit supporting documentation)			\$0.00
Shift Differential	Actual Cost (Based on firm's policy)			\$0.00
Overnight Delivery/Postage/Courier Service	Actual Cost (Submit supporting documentation)			\$0.00
Copies of Deliverables/Mylars (In-house)	Actual Cost (Submit supporting documentation)			\$0.00
Copies of Deliverables/Mylars (Outside)	Actual Cost (Submit supporting documentation)			\$0.00
Project Specific Insurance	Actual Cost			\$0.00
Monuments (Permanent)	Actual Cost			\$0.00
Photo Processing	Actual Cost			\$0.00
2-Way Radio (Survey or Phase III Only)	Actual Cost			\$0.00
Telephone Usage (Traffic System Monitoring Only)	Actual Cost			\$0.00
CADD	Actual Cost (Max \$15/hour)			\$0.00
Web Site	Actual Cost (Submit supporting documentation)			\$0.00
Advertisements	Actual Cost (Submit supporting documentation)			\$0.00
Public Meeting Facility Rental	Actual Cost (Submit supporting documentation)			\$0.00
Public Meeting Exhibits/Renderings & Equipment	Actual Cost (Submit supporting documentation)			\$0.00
Recording Fees	Actual Cost			\$0.00
Transcriptions (specific to project)	Actual Cost			\$0.00
Courthouse Fees	Actual Cost			\$0.00
Storm Sewer Cleaning and Televising	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Traffic Control and Protection	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Aerial Photography and Mapping	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Utility Exploratory Trenching	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Testing of Soil Samples	Actual Cost			\$0.00
Lab Services	Actual Cost (Provide breakdown of each cost)			\$0.00
Equipment and/or Specialized Equipment Rental	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
				\$0.00
				\$0.00
				\$0.00
TOTAL DIRECT COSTS:				\$5,400.00



**Illinois Department
of Transportation**

Local Public Agency	County	Section Number
Illinois Department of Public Transportation	Cook	24-00105-00-RS
Prime Consultant (Firm) Name	Prepared By	Date
Baxter & Woodman, Inc.	Reid Steinbach	5/22/2026
Consultant / Subconsultant Name	Job Number	
Soil and Material Consultants, Inc.	6H4Z(948)	

Note: This is name of the consultant the CECS is being completed for. This name appears at the top of each tab.

Remarks

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PAYROLL ESCALATION TABLE

CONTRACT TERM	12 MONTHS	OVERHEAD RATE	138.20%
START DATE	11/1/2026	COMPLEXITY FACTOR	
RAISE DATE	ANNIVERSARY	% OF RAISE	3.00%

ESCALATION PER YEAR

DETERMINE THE MID POINT OF THE AGREEMENT

6

CALCULATE THE ESCALATION FACTOR TO THE MIDPOINT OF THE CONTRACT

1.50%

The total escalation for this project would be:

1.50%

Section Number

24-00105-00-RS

6H4Z(948)

0.63%

[illegible]

Local Public Agency

Illinois Department of Public Transportation

County

Cook

Section Number

24-00105-00-RS

Consultant / Subconsultant Name

Soil and Material Consultants, Inc.

Job Number

6H4Z(948)

DIRECT COSTS WORKSHEET

List ALL direct costs required for this project. Those not listed on the form will not be eligible for reimbursement by the LPA on this project.

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET ANNIVERSARY RAISE

ITEM	ALLOWABLE	QUANTITY	CONTRACT RATE	TOTAL
Per Diem (per Federal GSA)	Up to the federal maximum			\$0.00
Lodging (per Federal GSA)	Actual Cost (up to the federal rate maximum)			\$0.00
Lodging Taxes and Fees (per Federal GSA)	Actual Cost			\$0.00
Air Fare	Coach rate, actual cost, requires minimum two weeks' notice, with prior IDOT approval			\$0.00
Vehicle Mileage (per Federal GSA)	Up to federal rate maximum			\$0.00
Vehicle Owned or Leased (no mileage charge allowed)	\$45.00/half day (4 hours or less) or \$90.00/full day			\$0.00
Vehicle Rental	Actual Cost (Up to \$55/day)			\$0.00
Tolls	Actual Cost			\$0.00
Parking	Actual Cost			\$0.00
Overtime	Premium portion (Submit supporting documentation)			\$0.00
Shift Differential	Actual Cost (Based on firm's policy)			\$0.00
Overnight Delivery/Postage/Courier Service	Actual Cost (Submit supporting documentation)			\$0.00
Copies of Deliverables/Mylars (In-house)	Actual Cost (Submit supporting documentation)			\$0.00
Copies of Deliverables/Mylars (Outside)	Actual Cost (Submit supporting documentation)			\$0.00
Project Specific Insurance	Actual Cost			\$0.00
Monuments (Permanent)	Actual Cost			\$0.00
Photo Processing	Actual Cost			\$0.00
2-Way Radio (Survey or Phase III Only)	Actual Cost			\$0.00
Telephone Usage (Traffic System Monitoring Only)	Actual Cost			\$0.00
CADD	Actual Cost (Max \$15/hour)			\$0.00
Web Site	Actual Cost (Submit supporting documentation)			\$0.00
Advertisements	Actual Cost (Submit supporting documentation)			\$0.00
Public Meeting Facility Rental	Actual Cost (Submit supporting documentation)			\$0.00
Public Meeting Exhibits/Renderings & Equipment	Actual Cost (Submit supporting documentation)			\$0.00
Recording Fees	Actual Cost			\$0.00
Transcriptions (specific to project)	Actual Cost			\$0.00
Courthouse Fees	Actual Cost			\$0.00
Storm Sewer Cleaning and Televising	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Traffic Control and Protection	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Aerial Photography and Mapping	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Utility Exploratory Trenching	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Testing of Soil Samples	Actual Cost			\$0.00
Lab Services	Actual Cost (Provide breakdown of each cost)			\$0.00
Equipment and/or Specialized Equipment Rental	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
HMA Lab Testing	Per Each Sample	2	\$1,040.00	\$2,080.00
HMA Cores	Each	20	\$30.00	\$600.00
Cylinder Compressive Strength	Per Cylinder	54	\$20.00	\$1,080.00
TOTAL DIRECT COSTS:				\$3,760.00

Local Public Agency

Illinois Department of Public Transportation

Local Public Agency

Illinois Department of Public Transportation

County

Cook

Section Number

24-00105-00-RS

Consultant / Subconsultant Name

Soil and Material Consultants, Inc.

Job Number

6H4Z(948)

AVERAGE HOURLY PROJECT RATES

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET ANNIVERSARY RAISE

SHEET

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[illegible]



Office: 847-870-0544
Fax: 847-870-0661
us@soilandmaterialconsultants.com
www.soilandmaterialconsultants.com

May 21, 2026
Proposal No. 24,174

Mr. Matt Abbeduto, P.E.
Baxter & Woodman, Inc.
8840 West 192nd Street
Mokena, IL 60448

Re: Soil and Construction Material Testing
FAU 269 Golbert Avenue Resurfacing
Western Springs, Illinois

Dear Mr. Abbeduto:

Submitted for your consideration is our proposal to provide soil and construction material testing on a will-call basis initiated by your office or representative.

We understand the testing requirements of the IDOT QC/QA program are applicable. We propose to be the QA project manager, provide QA plant testing and provide QA jobsite testing.

Attached is our Schedule of Fees for anticipated services. Note that hourly rates are inclusive of mileage and equipment charges. Based on available information and our experience on similar projects, we estimate a charge of \$9,965.00 may be incurred for the anticipated services. Actual billing will be on a unit price basis and you will only be billed for those services actually provided. Final billing may be less than or greater than the estimated charge. Requests for services not included within the scope of this proposal will be provided at our established unit prices.

Thank you for the opportunity of submitting this proposal, which includes the attached General Conditions. If acceptable, please sign and return one copy to our office. Further, please include applicable plans and specifications, if not already submitted.

Very truly yours,

SOIL AND MATERIAL CONSULTANTS, INC.

Reid T. Steinbach, P.E.
Director of Engineering

RTS

Proposal Accepted By:

Client _____

Street _____

Town _____ State _____ Zip Code _____

Phone () _____ E-Mail Address _____

Signature _____ Position _____

Printed Name _____ Date _____

8 W. COLLEGE DR. • SUITE C • ARLINGTON HEIGHTS, IL 60004

SOIL BORINGS • SITE INVESTIGATIONS • PAVEMENT INVESTIGATIONS • GEOTECHNICAL ENGINEERING
TESTING OF • SOIL • ASPHALT • CONCRETE • MORTAR • STEEL

SOIL AND MATERIAL CONSULTANTS, INC.

SCHEDULE OF FEES

Effective 1-1-26

BITUMINOUS CONCRETE

<u>Service</u>	<u>Estimated Units</u>	<u>Fee</u>	<u>Cost</u>
<u>Plant Testing</u>			
Technician	2 days	\$ 440.00 /day	\$ 880.00
<u>Field Testing</u>			
Technician with Nuclear Gauge	16 hours	\$ 110.00 /hour 440.00 /day min.	\$ 1,760.00
<u>Laboratory Testing</u>			
Asphalt Content (ignition)	2 each	\$ 200.00 each	\$ 400.00
Bulk Specific Gravity (gyratory)	2 each	\$ 275.00 each	\$ 525.00
Maximum Specific Gravity	2 each	\$ 125.00 each	\$ 250.00
Unit Weight – cores	20 each	\$ 30.00 each	\$ 600.00
<u>Engineering</u>			
Senior Engineer (P.E.) - QA Project Manager, includes project administration, field/laboratory engineering, mix design review, consultation and report review	3 hours	\$ 160.00 /hour	\$ 480.00
Estimated Cost:			\$ 4,815.00

Estimates:

<u>Item</u>	<u>Tons</u>	<u>Contractor Working Days</u>	<u>Est. Days - QA</u>	<u>Plants</u>
HMA Surface, N50	2,107	2.0	1.0	1
HMA Binder, N50	776	1.0	0.5	1
Bit. Conc. Driveway	13	0.5	--	
Class D Patches	174	1.0	0.5	
Total:	3,070	4.5	2.0	2

Billing Notes:

Hourly Charges: Portal To Portal
Weekdays over 8 hours/day: Hourly Rate x 1.5

Saturdays: Hourly Rate x 1.5
Sundays: Hourly Rate x 2.0

SOIL AND MATERIAL CONSULTANTS, INC.

SCHEDULE OF FEES

Effective 1-1-26

PORTLAND CEMENT CONCRETE

<u>Service</u>	<u>Est. Work Units</u>	<u>Fee</u>	<u>Cost</u>
<u>Plant Testing</u>			
Technician	days	\$ 600.00 /day	\$ If needed
<u>Field Testing</u>			
Technician - includes temperature, slump, air and cylinders	28 hours	\$ 110.00 /hour 440.00 /day min.	\$ 3,080.00
Cylinder Pick-up	6 hours	\$ 85.00 /hour	\$ 510.00
<u>Laboratory Testing</u>			
Cylinder Compressive Strength	54 each	\$ 20.00 each	\$ 1,080.00
<u>Engineering</u>			
Senior Engineer (P.E.) - QA Project Manager. includes project administration, field/laboratory engineering, mix design review, consultation and report review	3.0 hours	\$ 160.00 /hour	\$ 480.00
Estimated Cost:			\$ 5,150.00

Estimates:

<u>Item</u>	<u>Quantity</u>	<u>CY</u>	<u>Contractor Working Days</u>	<u>Est. Days - 20% QA</u>	<u>Cyls.</u>
PCC Combined C & G	3,702 FT	206	3.0	1.0	12
PCC Sidewalk 5"	14,377 SF	222	4.0	1.0	24
PCC Driveway 7"	914 SY	178	3.0	1.0	12
Concrete Foundation	8 FT	5	0.5	0.5	6
Total:		611	10.5	3.5	54

Billing Notes:

Hourly Charges: Portal To Portal
 Weekdays over 8 hours/day: Hourly Rate x 1.5

Saturdays: Hourly Rate x 1.5
 Sundays: Hourly Rate x 2.0

SOIL AND MATERIAL CONSULTANTS, INC.

SCHEDULE OF FEES

Effective 1-1-26

AGGREGATE AND SOIL

<u>Service</u>	<u>Est. Work Units</u>	<u>Fee</u>	<u>Cost</u>
<u>Field Testing</u>			
Technician	hours	\$ 120.00 /hour 480.00 /day min.	\$
Technician with Nuclear Gauge	hours	\$ 120.00 /hour 480.00 /day min.	\$
Material Pick-up	hours	\$ 85.00 /hour	\$
<u>Laboratory Testing</u>			
Sieve Analysis – washed	each	\$ 125.00 each	\$
Hydrometer Analysis	each	\$ 125.00 each	\$
Atterberg Limits	each	\$ 125.00 each	\$
Standard Proctor	each	\$ 225.00 each	\$
Modified Proctor	each	\$ 250.00 each	\$
<u>Engineering</u>			
Senior Engineer (P.E.) - includes project administrations field/laboratory engineering, consultation and report review	hours	\$ 160.00 /hour	\$

Estimated Cost: \$

Estimates:

<u>Item</u>	<u>Quantity</u>	<u>Field</u>	<u>Proctor</u>
Earth Excavation			
PGE			
Subbase Granular			
Aggregate Base Course			
Aggregate Shoulder			
Totals:			

Billing Notes:

Hourly Charges: Portal To Portal
 Weekdays over 8 hours/day: Hourly Rate x 1.5

Saturdays: Hourly Rate x 1.5
 Sundays: Hourly Rate x 2.0

TERMS AND CONDITIONS

Soil and Material Consultants, Inc. (SMC) scope of work defined in the proposal was based on information provided by the client. If incomplete, inaccurate or if unexpected site conditions are discovered, the scope of work may change.

GEOTECHNICAL INVESTIGATIONS

Client will furnish SMC with right-of-access to the site. SMC will take reasonable precautions to minimize site damage due to its operations, but has not included in the fee the cost of restoration of any resulting damage. SMC shall not be liable for damage or injury due to encountering subsurface structures (pipes, tanks, utilities or others) not called to SMC's attention in writing or are not correctly shown on the drawings furnished by client or client's representative. If the client desires, SMC will restore any damage to the site and add the cost of restoration to the fee.

Field work, laboratory testing and engineering analysis will be performed in accordance with generally accepted soil and foundation engineering practices. Samples are retained in our laboratory for 30 days from date of report and then destroyed unless other disposition is requested. The data reported applies only to the soils sampled and the conditions encountered at each boring location. This does not imply or guarantee that soils between borings will be identical in character. Isolated inclusions of better or poorer soils can be found on any site. SMC will not be liable for extra work or other consequences due to changed conditions encountered between borings.

Any exploration, testing and analysis associated with the investigation will be performed by SMC for the client's sole use to fulfill the purpose of this Agreement. SMC is not responsible for use or interpretation of the information by others. The client recognizes that subsurface conditions may vary from those encountered in borings or explorations. Information and recommendations developed by SMC are based solely on available information and for the currently proposed improvement.

Documents including but not limited to technical reports, original boring logs, field data, field notes, laboratory test data, calculations, reports of inspection and testing, geotechnical reports, technical reports, submittals and estimates furnished to the client or its agents pursuant to this agreement are not intended or represented to be suitable for reuse by the client or others on extensions of this project or on any other project. Any reuse without SMC's written consent will be at user's sole risk and without liability or legal exposure to SMC. User shall indemnify and hold harmless SMC from all claims, damages, losses and expenses including attorney's fees arising out of or resulting therefrom. To the maximum extent permitted by law, the Client agrees to limit SMC liability for clients' damages to \$100,000 or the fee, whichever is lesser. This limitation shall apply regardless of the cause of action or legal theory pled or asserted.

Soil and Material Consultants, Inc. is a Professional Engineering Corporation. Engineering services are often completed by extension through technical staff. The unit rates presented in this proposal do not reflect charges associated with organized labor. Future agreements, if any, with organized labor will invalidate some of the unit rates presented. Required rate adjustments will be presented to the client for acceptance prior to providing services at the adjusted rates.

Services are invoiced monthly for the preceding period. Client agrees to pay each invoice within thirty (30) days of receipt and further agrees to pay interest on all amounts not paid at the rate of 2.0% per month, an annual rate of 24%, from the due date. Client agrees to pay all reasonable costs of collection including staff time, court costs, Attorneys' fees and related expenses, if this account becomes delinquent. Client agrees that reports furnished to the client but not paid for in full remain the sole property of SMC and will not be used for design, construction, permits, licensing, sales or other gain.

TESTING SERVICES

Client shall furnish SMC with at least one working day's notice on any part-time (less than 8 hours/day) job when field personnel are requested. SMC shall make reasonable effort to provide field personnel in a timely manner but reserves the right to schedule field personnel as deemed appropriate. Minimum charges will be billed when work cancellations are received after field personnel have left for the project site.

SMC personnel will provide a professional service based on observations and testing of the work of a contractor, subcontractor, or other service/material provider, as specifically requested. SMC field personnel will look for general conformance with project specifications, plans and/or soil report but does not accept the responsibility to control or direct the work of others. Discrepancies noted by SMC office or field personnel will be referred to client or client's representative.

Testing Services furnished by SMC are defined as the taking of soil and/or material tests at various locations and the making of visual observations relating to earthwork, foundations, and/or materials as specifically requested by the client and agreed to by SMC, and will be limited to those specifically agreed services. Such services will be performed by SMC using that degree of care and skill ordinarily exercised, under similar circumstances, by reputable members of the profession practicing in this or similar localities.

Observations and testing of soils and/or materials by SMC in no way implies a guarantee or warranty of the work of the contractor, subcontractor, or other service/material provider. SMC's work or failure to perform same shall in no way excuse such contractor, subcontractor or other service/material provider from liability in the event of subsequently discovered defects, omissions, errors, deficiencies or failure to perform in accordance with the project plans and specifications. SMC field personnel shall not be responsible for superintendence of the construction process nor direction of the work of the contractor, subcontractor, or other service/material provider. SMC's work shall not include determining or implementing the means, methods, techniques, sequences or procedures of construction. SMC shall not be responsible for evaluating, reporting or affecting job conditions concerning health, safety or welfare.

Exhibit "1"

**Rider to Professional Services Agreement
Between The Village Of Western Springs and Baxter and Woodman, Inc.
For Construction Engineering Services Related to the Gilbert Avenue Project**

(attached)

**Rider to Professional Services Agreement
Between The Village Of Western Springs and Baxter and Woodman, Inc.
for Construction Engineering Services Related to the Gilbert Avenue Project**

The Terms and Conditions of the Professional Services Agreement ("PSA" or "Agreement") are supplemented by this Rider to PSA. This Rider is attached to and incorporated by reference into and made a part of the PSA as Exhibit "1". In the event of a conflict or inconsistency between any term or provision of this Rider and any term or provision of the PSA, the terms and provisions of this Rider shall control.

A. THE ENGINEER AGREES:

1. The ENGINEER shall procure and maintain, for the duration of its Agreement and for three (3) years thereafter, insurance against errors and omissions and claims for injuries to its employees which may arise from or are in conjunction with the performance of the work hereunder by the ENGINEER, its agents, representatives, employees or subcontractors.

a. Minimum Scope of Insurance

Coverage shall be at least as broad as:

- (1) Insurance Services Office Commercial General Liability occurrence form CG 0001 (Ed. 04/13);
- (2) Insurance Services Office form number CA 0001 (Ed. 10/13) covering Automobile Liability, symbol 01 "any auto";
- (3) Professional Liability/Malpractice Liability policy; and
- (4) Worker's Compensation as required by the Labor Code of the State of Illinois and Employers' Liability insurance.

b. Minimum Limits of Insurance

The ENGINEER shall maintain limits no less than:

- (1) Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. The general aggregate shall be twice the required occurrence limit. Minimum General Aggregate shall be no less than \$2,000,000.
- (2) Automobile Liability: \$1,000,000 combined single limit per accident or bodily injury and property damage.
- (3) Professional Liability: \$1,000,000 single limit for errors and omissions, professional/malpractice liability.
- (4) Worker's Compensation and Employers' Liability: Worker's Compensation limits as required by the Labor Code of the State of Illinois and Employers' Liability limits of \$100,000 per accident.

c. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the VILLAGE. At the option of the VILLAGE, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the VILLAGE, its officials, employees and volunteers; or the ENGINEER shall procure a bond guaranteeing payment of losses and related investigation, claim administration and defense expenses.

d. Other Insurance Provisions

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

(1) General Liability and Automobile Liability Coverages

- (a) The VILLAGE, its appointed and elected officials, agents, attorneys, employees and volunteers (the "Village Affiliates") are to be covered as additional insureds under policies issued on the ISO CG 20 10 form regarding: liability caused in whole or in part by the acts or omissions by or on behalf of the ENGINEER for all aspects of the Services and the Project for both ongoing and completed operations; or automobiles owned, lease, hired or borrowed by the ENGINEER. The coverage shall contain no special limitations on the scope of protection afforded to the VILLAGE and the Village Affiliates.
- (b) The ENGINEER's insurance coverage shall be primary as respects the additional insureds. Any insurance or self-insurance maintained by the VILLAGE and the Village Affiliates shall be in excess of ENGINEER's insurance and shall not contribute with it relative to the payment or settlement of any claims or lawsuits filed regarding the Services or the Project.
- (c) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the VILLAGE and the Village Affiliates.
- (d) The ENGINEER'S insurance shall contain a severability of interests clause or language stating that ENGINEER'S insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.

(2) All Coverages

Each insurance policy required by this clause shall be endorsed to state that the coverage shall not be voided or canceled or reduced in coverage or in limits by the insurer, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the VILLAGE.

- (3) Reporting. In the event of a claim, demand, lawsuit or other action filed against the ENGINEER and/or its owners, officers, employees, agents and subcontractors arising out of the Services or the Project or relating to any matter covered by the Agreement, the ENGINEER shall immediately notify, in writing, the VILLAGE'S and the ENGINEER'S insurer(s) so that they can notify their insurers of such claim, demand, lawsuit or other action. Any failure to comply with reporting provisions of any policy by a party shall not affect coverage and the indemnification and defense obligations under the Agreement.

e. Acceptability of Insurers

The insurance carrier used by the ENGINEER shall have a minimum insurance rating of A according to the AM Best Insurance Rating Schedule and licensed to do business in the State of Illinois.

f. Verification of Coverage

The ENGINEER shall furnish the VILLAGE with certificates of insurance and policies and with copies of endorsements affecting coverage with premiums paid in full. The certificates and endorsement for the insurance policy are to be signed by a person authorized by that insurer to issue certificates of insurance. The certificates and endorsements may be on forms provided by the insurance carrier and are to be received and approved by the VILLAGE before any work commences. The VILLAGE reserves the right to request full certified copies of the insurance policies.

2. To the fullest extent permitted by law, the ENGINEER shall indemnify and hold harmless the VILLAGE and the Village Affiliates against all injuries, deaths, loss, damages, claims, suits, liabilities, judgments, cost and expenses, which may accrue against the VILLAGE and the Village Affiliates, caused by the negligent or willful performance of the Services by the ENGINEER, its owners, officers, employees, agents and/or subcontractors, except that arising out of the negligence or willful act of the VILLAGE and the Village Affiliates. Notwithstanding any of the foregoing, nothing contained in this paragraph shall require the ENGINEER to indemnify the VILLAGE and the Village Affiliates for their own negligent acts or omissions.
3. Any insurance policies required by the Agreement, or otherwise provided by the ENGINEER, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the VILLAGE and the Village Affiliates as herein provided.
4. The ENGINEER will comply with all applicable federal and Illinois statutes, and local ordinances of the VILLAGE, and shall operate within and uphold the ordinances, rules and regulations of the VILLAGE while performing the Services herein described.
5. The VILLAGE reserves the right by written change order or amendment to make changes in requirements, amount of work, or engineering time schedule adjustments regarding the performance of the Services; and the ENGINEER and the VILLAGE shall negotiate appropriate adjustments acceptable to both parties to accommodate such changes.
6. The VILLAGE may, at any time, by written order to the ENGINEER (Suspension of Services Order), require the ENGINEER to stop all, or any part, of the Services required by the Agreement. Upon receipt of such an order, the ENGINEER shall immediately comply with its terms and take all reasonable steps to minimize the costs associated with the Services affected by such order. The VILLAGE, however, shall pay all costs incurred by the suspension, including all costs necessary to maintain continuity and for the resumption of the Services upon expiration of the Suspension of Services Order.
7. The Agreement may be terminated by the VILLAGE by removal of the ENGINEER from the office of VILLAGE Engineer as provided by statute, upon written notice to the ENGINEER, at its last known post office address. Provided that, should the Agreement be terminated by the VILLAGE, the ENGINEER shall be paid for any services completed and any services partially completed through the termination date. All field notes, test records, drawings, and reports completed or partially completed at the time of termination shall become the property of, and made available to, the VILLAGE. Within five (5) days after notification and request, the ENGINEER shall deliver to the successor VILLAGE Engineer all property, books and effects of every description in its possession belonging to the VILLAGE and pertaining to the office of VILLAGE Engineer.
8. The Agreement may additionally be terminated by the VILLAGE upon written notice to the ENGINEER, at its last known post office address, upon the occurrence of any one or more of the following events, without cause and without prejudice to any other right or remedy:
 - a. If ENGINEER commences a voluntary case under any chapter of the Bankruptcy Code (Title 11, United States Code), as now or hereinafter in effect, or if ENGINEER takes any equivalent or similar action by filing a petition or otherwise under any other federal or state law in effect at such time relating to the bankruptcy or insolvency.
 - b. If a petition is filed against ENGINEER under any chapter of the Bankruptcy Code as now or hereafter in effect at the time of filing, or if a petition is filed seeking any such equivalent or similar relief against ENGINEER under any other federal or state law in effect at the time relating to bankruptcy or insolvency.
 - c. If ENGINEER makes a general assignment for the benefit of creditors.

- d. If a trustee, receiver, custodian or agent of ENGINEER is appointed under applicable law or under contract, whose appointment or authority to take charge of property of ENGINEER is for the purpose of enforcing a Lien against such property or for the purpose of general administration of such property for the benefit of ENGINEER's creditors.
 - e. If ENGINEER admits in writing an inability to pay its debts generally as they become due.
9. Upon termination, the ENGINEER shall deliver to the VILLAGE copies of partially completed drawings, specifications, partial and completed estimates, and data, if any, from investigations and observations, with the understanding that all such material becomes the property of the VILLAGE with the condition that the VILLAGE shall not have the right to use such plans or specifications on any other project or for extensions of this Project without the express written consent of the ENGINEER, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, the ENGINEER shall maintain all rights to reuse standard details and other design features on other projects. The VILLAGE agrees the ownership rights it acquires in such plans and specifications will not be transferred to any other person or party. The ENGINEER shall be paid for all actual, documented, completed Services and any expense sustained, less all costs incurred by the VILLAGE to have the Services performed which were to have been performed by the ENGINEER. The VILLAGE agrees to waive any claim against the ENGINEER and to indemnify and hold the ENGINEER harmless from any claim or loss arising or allegedly arising out of the unauthorized re-use of the documents.
10. The ENGINEER is qualified technically and is conversant with the laws and regulations applicable to the Project and sufficient, properly trained and experienced personnel will be retained to perform the services enumerated herein.
11. The ENGINEER warrants that he has not employed or retained any company or person, other than an employee working solely for the ENGINEER, to secure the Agreement; and he has not paid or agreed to pay any company or person any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of the Agreement. For breach or violation of this warranty, the VILLAGE shall have the right to annul the Agreement without liability, or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gifts, or contingent fee.
12. The ENGINEER, during the period commencing upon the execution of the Agreement and concluding one year following the completion of the Project, shall not accept employment from any developer developing land within the VILLAGE or any contractor, subcontractor or material supplier performing work or supplying material to the VILLAGE without the express written consent of the VILLAGE.
13. The Agreement shall be deemed to be exclusive between the VILLAGE and the ENGINEER. The Agreement shall not be assigned by the ENGINEER without first obtaining permission in writing from the VILLAGE.
14. All books, papers, notes, records, lists, data, files, forms, reports, accounts, documents, manuals, handbooks, instructions, computer programs, computer software, computer disks and diskettes, magnetic media, electronic files, printouts, backups, and computer databases created or modified by the ENGINEER relating in any manner to the work performed by the ENGINEER or by anyone else and used by the ENGINEER in the performance of these services under the Agreement (the "Services") shall be a "work made for hire" as defined by the laws of the United States regarding copyrights.
15. The ENGINEER assigns to the VILLAGE and its successors and assigns all of its right, title, interest and ownership in the Services, including but not limited to copyrights, trademarks, patents, and trade secret rights and the rights to secure any renewals, reissues, and extensions thereof. The ENGINEER grants permission to the VILLAGE to register the copyright and other rights in the Services in the VILLAGE's name. The ENGINEER shall give the VILLAGE or any person

designated by the VILLAGE all assistance reasonably necessary to perfect its rights under the Agreement and to sign such applications, documents, assignment forms and other papers as the VILLAGE requests from time to time to further confirm this assignment. The ENGINEER further grants to the VILLAGE full, complete and exclusive ownership of the completed Services, with the condition that the VILLAGE shall not have the right to use such plans or specifications on any other project or for extensions of this Project without the express written consent of the ENGINEER, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, the Engineer shall maintain all rights to reuse standard details and other design features on other projects. The VILLAGE agrees the ownership rights it acquires in such plans and specifications will not be transferred to any other person or party. The ENGINEER shall not use the Services for the benefit of anyone other than the VILLAGE, without the VILLAGE's prior written permission. Upon completion of the Services or other termination of the Agreement, the ENGINEER shall deliver to the VILLAGE all copies of any and all materials relating or pertaining to the Agreement.

16. Subject to the terms of Number 15 above, the drawings, specifications, reports, and any other Project documents prepared by the ENGINEER in connection with any or all of the Services furnished hereunder shall be delivered to the VILLAGE for the use of the VILLAGE. The ENGINEER shall have the right to retain originals of all Project documents and drawings for its files. Furthermore, it is understood and agreed that the Project documents such as, but not limited to, reports, calculations, drawings and specifications prepared for the Project, whether in hard copy or machine readable form, are instruments of professional service intended for one-time use in the construction of this Project. The VILLAGE may retain copies, including copies stored on magnetic tape or disk, for information and reference in connection with the occupancy and use of the Project. Any reuse of Project documents, without the express written consent of the ENGINEER, shall be at VILLAGE's sole risk, and the VILLAGE shall indemnify and hold harmless the ENGINEER from all claims, damages, losses and expenses, including attorney's fees, arising out of or resulting therefrom. When and if record drawings are to be provided by the ENGINEER, the information used in the preparation of record drawings is provided by others and the ENGINEER is not responsible for accuracy, completeness nor sufficiency of such information. The level of detail illustrated by record drawings will generally be the same as the level of detail illustrated by the design drawing used for Project construction. If additional detail is requested by the VILLAGE to be included on the record drawings, then the ENGINEER will be due additional compensation for additional services. The ENGINEER shall have the right to include representations of the design of the Project, including photographs of the exterior and interior, among the ENGINEER's promotional and professional materials. The ENGINEER's materials shall not include the VILLAGE's confidential and proprietary information.
17. The ENGINEER will not at any time, either directly or indirectly, disclose, use or communicate or attempt to disclose, use or communicate to any person, firm or corporation any confidential information or any other information concerning the business, services, finances or operations of the VILLAGE, except as expressly authorized by the VILLAGE. The ENGINEER shall treat such information at all times as confidential. The ENGINEER acknowledges that each of the following can contain confidential information of the VILLAGE and that the disclosure of any of the following by the ENGINEER without the VILLAGE's express authorization would be harmful and damaging to the VILLAGE's interests:
 - a. Compilations of resident names and addresses, resident lists, resident payment histories, resident information reports, any other resident information, computer programs, computer software, printouts, backups, computer disks and diskettes, and computer databases which are not otherwise known to the public.
 - b. All information relating to the Engineering Services being performed by the ENGINEER under the Agreement, regardless of its type or form and which are not otherwise known to the public.
 - c. Ideas, concepts, designs and plans which are specifically involved with the Engineering Services being performed by the ENGINEER under the Agreement which are created, designed, enhanced by the ENGINEER and which are not otherwise known to the public.
 - d. Financial information and police records.

This itemization of confidential information is not exclusive; there may be other information that is included within this covenant of confidentiality. This information is confidential whether or not it is expressed on paper, disk, diskette, magnetic media, optical media, monitor, screen, or any other medium or form of expression. The phrase "directly or indirectly" includes, but is not limited to, acting through ENGINEER's wife, children, parents, brothers, sisters, or any other relatives, friends, partners, trustees, agents or associates.

18. All books, papers, records, lists, files, forms, reports, accounts, documents, manuals, handbooks, instructions, computer programs, computer software, computer disks and diskettes, printouts, backups, and computer databases relating in any manner to the VILLAGE's business, services, programs, software or residents, whether prepared by the ENGINEER or anyone else, are the exclusive property of the VILLAGE. In addition, all papers, notes, data, reference material, documentation, programs, diskettes (demonstration or otherwise), magnetic media, optical media, printouts, backups, and all other media and forms of expression that in any way include, incorporate or reflect any confidential information of the VILLAGE (as defined above) are the exclusive property of the VILLAGE. The ENGINEER shall immediately return said items to the VILLAGE upon termination of the ENGINEER's engagement or earlier at the VILLAGE's request at any time.
19. The ENGINEER's opinions of probable Project construction cost (if provided herein) are to be made on the basis of the ENGINEER's experience and qualifications and represent the ENGINEER's judgment as a design professional familiar with the construction industry, but the ENGINEER does not guarantee that proposal, bids or the construction cost will not vary from opinions of probable construction cost prepared by the ENGINEER.
20. The VILLAGE, for and in consideration of the rendering of the Services enumerated herein, shall pay to the ENGINEER for rendering such services the fee hereinbefore established in the following manner:
 - a. Upon receipt of monthly statements from the ENGINEER and the approval thereof by the VILLAGE, payments for the work performed shall be due and payable to the ENGINEER within thirty (30) days after approval by the VILLAGE.
 - b. Payments shall be made in accordance with the Local Government Prompt Payment Act (50 ILCS 505/1 *et seq.*).
21. The Agreement may be terminated by the ENGINEER by resignation from the office of VILLAGE Engineer, upon thirty (30) days' written notice to the VILLAGE, should the VILLAGE fail substantially to perform in accordance with the terms of the Agreement through no fault of the ENGINEER. Upon such termination, the ENGINEER shall make available to the VILLAGE copies of partially completed drawings, specifications, partial and completed estimates, and data, if any, from investigations and observations, with the understanding that all such material becomes the property of the VILLAGE. The ENGINEER shall be paid promptly for all services provided to the date of termination.
22. The ENGINEER is an independent contractor in the performance all Services provided for under the Agreement, and it is understood that the parties have not entered into any joint venture or partnership with the other. The ENGINEER shall not be considered to be the employee or the agent of the VILLAGE. Nothing contained in the Agreement shall create a contractual relationship with a cause of action in favor of a third party against either the VILLAGE or the ENGINEER.
23. Written notices between the VILLAGE and the ENGINEER shall be deemed sufficiently given after being placed in the United States mail, registered or certified, postage pre-paid, addressed to the appropriate party as follows:
 - a. If to the VILLAGE:

Village of Western Springs
740 West Hillgrove Avenue
Western Springs, Illinois 60558
Attn: Ellen Baer, Village Manager

- b. If to the ENGINEER:
Current Business Address and Contact Information
Directed to the President or Project Engineer of the Engineering Firm
 - c. Either party may change its mailing address by giving written notice to the other party as provided above. Whenever the Agreement requires one party to give the other notice, such notice shall be given only in the form and to the addresses described in this paragraph.
- 24. The Agreement represents the entire and integrated contract between the parties and supersedes all prior negotiations, representations or understandings, whether written or oral. The Agreement may only be amended by written instrument executed by authorized signatories of the VILLAGE and the ENGINEER.
 - 25. The terms of the Agreement shall be binding upon and inure to the benefit of the parties and their respective successors.
 - 26. The waiver of one party of any breach of the Agreement or the failure of one party to enforce at any time, or for any period of time, any of the provisions hereof, shall be limited to the particular instance, shall not operate or be deemed to waive any future breaches of the Agreement and shall not be construed to be a waiver of any provision, except for the particular instance.
 - 27. If any term, covenant or condition of the Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of the Agreement shall not be affected thereby, and each term, covenant or condition of the Agreement shall be valid and shall be enforced to the fullest extent permitted by law.
 - 28. The Agreement shall be construed under and governed by the laws of the State of Illinois, and all actions brought to enforce the dispute resolution provisions of the Agreement shall be so brought in the Circuit Court of Cook County, State of Illinois.

B. CERTIFICATION OF ENGINEER

- 1. The ENGINEER certifies that the ENGINEER, its shareholders holding more than five percent (5%) of the outstanding shares of the ENGINEER, its officers and directors are:
 - a. Not delinquent in the payment of taxes to the Illinois Department of Revenue in accordance with 65 ILCS 5/11-42.1-1.
 - b. Not barred from contracting as a result of a violation of either Section 33E-3 (bid rigging) or Section 33E-4 (bid rotating) of the Criminal Code of 1961 (720 ILCS 5/33E-3 and 5/33E-4).
 - c. Not in default, as defined in 5 ILCS 385/2, on an educational loan, as defined in 5 ILCS 385/1.
 - d. In compliance with the Veterans Preference Act (330 ILCS 55/0.01 *et seq.*).
 - e. In compliance with equal employment opportunities and, during the performance of the Agreement, the ENGINEER shall:
 - (1) Not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an

unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.

- (2) If it hires additional employees in order to perform the Agreement or any portion hereof, it will determine the availability (in accordance with the Illinois Department of Human Right's Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
 - (3) In all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.
 - (4) Send to each labor organization or representative of workers, with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the ENGINEER's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the ENGINEER in its efforts to comply with such Act and Rules and Regulations, the ENGINEER will promptly so notify the Illinois Department of Human Rights and the VILLAGE and will recruit employees from other sources when necessary to fulfill its obligations thereunder.
 - (5) Submit reports as required by the Illinois Department of Human Rights, Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations.
 - (6) Permit access to all relevant books, records, accounts, and work sites by personnel of the contracting agency and the Illinois Department of Human Rights for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.
 - (7) Not maintain or provide for its employees any segregated facilities at any of its establishments, and not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. As used in this section, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color or national origin because of habit, local custom or otherwise.
- f. In compliance with 775 ILCS 5/2-105(A)(4) by having in place and enforcing a written sexual harassment policy.
- g. In agreement that, in the event of non-compliance with the provisions of this certification relating to equal employment opportunity, the Illinois Human Rights Act or the Illinois Department of Human Rights, Rules and Regulations, the ENGINEER may be declared ineligible for future contracts with the VILLAGE, and the Agreement may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation.
- h. In compliance with 30 ILCS 580/1 *et seq.* (Drug Free Workplace Act) by providing a drug-free workplace by:
- (1) Publishing a statement:
 - (a) Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance, including cannabis, is prohibited in the ENGINEER'S workplace.
 - (b) Specifying the actions that will be taken against employees for violations of such prohibition.
 - (c) Notifying the employee that, as a condition of employment on such Agreement, the employee will:

- (i) abide by the terms of the statement; and
 - (ii) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
- (2) Establishing a drug-free awareness program to inform employees about:
 - (a) the dangers of drug abuse in the workplace;
 - (b) the ENGINEER's policy of maintaining a drug-free workplace;
 - (c) any available drug counseling, rehabilitation, and employee assistance program; and
 - (d) the penalties that may be imposed upon employees for drug violations.
- (3) Making it a requirement to give a copy of the statement required by subparagraph B.1.h.(1) above to each employee engaged in the performance of the Agreement, and to post the statement in a prominent place in the workplace.
- (4) Notifying the VILLAGE within ten (10) days after receiving notice under subparagraph B.1.h.(1)(c)(ii) above from any employee or otherwise receiving actual notice of such conviction.
- (5) Imposing a sanction on, or requiring the satisfactory participation in, a drug abuse assistance or rehabilitation program by any employee who is so convicted, as required by 30 ILCS 580/5.
- (6) Assisting employees in selecting a course of action in the event drug counseling treatment and rehabilitation is required, and indicating that a trained referral team is in place.
- (7) Making a good faith effort to continue to maintain a drug-free workplace through implementation of this section.
- i. The ENGINEER is in compliance with the Substance Abuse Prevention on Public Works Projects Act (Public Act 95-0635), and the ENGINEER is a party to a collective bargaining agreement dealing with the subject matter of the Substance Abuse Prevention on Public Works Projects Act or has in place and is enforcing a written program which meets or exceeds the program requirements of the Substance Abuse Prevention on Public Works Projects Act.
- j. The ENGINEER shall not refuse or deny any person employment in any capacity on the ground of unlawful discrimination, as that term is defined in the Illinois Human Rights Act, nor subject any person to unlawful discrimination in any manner, in connection with the contracting for or the performance of any work or service of any kind, by, for, on behalf of, or for the benefit of the VILLAGE. The ENGINEER, subcontractor, nor any person on his or her behalf shall not, in any manner, discriminate against or intimidate any employee hired for the performance of work for the benefit of the VILLAGE on account of race, color, creed, sex, religion, physical or mental handicap unrelated to ability, or national origin.
- k. Patriot Act Compliance. Neither the ENGINEER nor any of its principals, shareholders, members, partners or affiliates, as applicable, is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person and that the ENGINEER and its principals, shareholders, members, partners or affiliates, as applicable, are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by the Agreement on behalf of any person or entity named as a Specially Designated National and Blocked Person. The ENGINEER agrees to defend, indemnify and hold harmless the VILLAGE and the VILLAGE Affiliates from and against any and all claims, damages, losses, risks, liabilities and expenses (including reasonable attorneys' fees and costs) arising from or related to any breach of the representations and warranties in this subsection.
- l. Compliance with Laws. The ENGINEER, and its owners, officers, agents, employees, subconsultants and subcontractors, shall comply with any and all applicable laws, regulations and rules promulgated by any Federal, State, County, local, or other governmental authority or regulatory body pertaining to all aspects of the Services now in effect, or which may become in effect during the performance of the Services. The scope of the laws, regulations and rules referred to in this paragraph includes, but is in no way limited to, the Occupational Safety and Health Act standards, the Illinois Human Rights Act, the Illinois Equal Pay Act of 2003,

along with the standards and regulations promulgated pursuant thereto (including but not limited to those safety requirements involving work on elevated platforms), all forms of traffic regulations, public utility, Interstate and Intrastate Commerce Commission regulations, Workers' Compensation Laws, the Substance Abuse Prevention on Public Works Projects Act, Prevailing Wage Laws, the Smoke Free Illinois Act, the USA Security Act, the Federal Social Security Act (and any of its titles), and any other law, rule or regulation of the Illinois Department of Labor, Illinois Department of Transportation, Illinois Environmental Protection Act, Illinois Department of Human Rights, Human Rights Commission, EEOC, Metropolitan Water Reclamation District of Greater Chicago and the Village of Western Springs. In the event that the ENGINEER, or its owners, officers, agents, employees, subconsultants and subcontractors, in performing the Services are found to have not complied with any of the applicable laws and regulations as required by the Agreement, then the ENGINEER shall indemnify and hold the VILLAGE harmless, and pay all amounts determined to be due from the VILLAGE for such non-compliance by the ENGINEER, including, but not limited to, fines, costs, attorneys' fees and penalties.

- m. Employment of Illinois Workers on Public Works Act Compliance. To the extent required by law, the ENGINEER agrees to comply with the provisions of the Employment of Illinois Workers on Public Works Act (30 ILCS 570/0.01 *et seq.*).
 - n. No Collusion. The ENGINEER represents that the only persons, firms or corporations interested in the Agreement as principals are those disclosed to the VILLAGE prior to the execution of the Agreement, and that the Agreement is made without collusion with any other person, firm or corporation. If at any time it shall be found that the ENGINEER has, in procuring the Agreement, colluded with any other person, firm or corporation, then the ENGINEER shall be liable to the VILLAGE for any loss or damage that the VILLAGE may suffer, and the Agreement shall, at VILLAGE'S option, be null and void.
 - o. Conflict of Interest. The ENGINEER represents and certifies that, to the best of its knowledge: (1) no VILLAGE employee or agent is interested in the business of the ENGINEER or the Agreement; (2) as of the date of the Agreement, neither the ENGINEER nor any person employed or associated with the ENGINEER has any interest that would conflict in any manner or degree with the performance of the obligations under the Agreement; and (3) neither the ENGINEER nor any person employed by or associated with the ENGINEER shall at any time during the term of the Agreement obtain or acquire any interest that would conflict in any manner or degree with the performance of the obligations under the Agreement.
 - p. Compliance with Laws, Grant Regulations. All Services must be provided, performed and completed in accordance with all required governmental permits, licenses, or other approvals and authorizations, and with applicable statutes, ordinances, rules and regulations. The ENGINEER also must comply with applicable conditions of any federal, state or local grant received by the VILLAGE with respect to the Agreement. The ENGINEER will be solely responsible for any fines or penalties that may be imposed or incurred by a governmental agency with jurisdiction over the Services as a result of the ENGINEER's improper performance of, or failure to properly perform, any Services.
2. The Parties to the Agreement shall further comply with all applicable federal, state and local laws, rules and regulations in carrying out the terms and conditions of the Agreement, including the following:
- (1) Certification. Each Party and its officers, corporate authorities, employees and agents certify that they are not barred from entering into the Agreement as a result of a violation of either 720 ILCS 5/33E-3 or 5/33E-4 (bid rigging or bid rotating) or 5/33E-6 (interference with contract submission and award by public official) or as a result of a violation of 820 ILCS 130/1 *et seq.* (the Illinois Prevailing Wage Act) or as a result of: (1) a delinquency in the payment of any tax administered by the Illinois Department of Revenue or any fee required by any unit of local government or the State, unless the Party is contesting, in accordance with the procedures established by the appropriate revenue act, its liability for the tax or the amount of the tax or the fee, as set forth in Section 11-42.1-1 *et seq.* of the Illinois Municipal Code, 65 ILCS 5/11-42.1-1 *et seq.* Each Party and its officers,

corporate authorities, employees and agents further certify by signing the Agreement that the Party and its officers, corporate authorities, employees and agents have not been convicted of or are not barred for attempting to rig bids, price-fixing or attempting to fix prices as defined in the Sherman Anti-Trust Act and Clayton Act. 15 U.S.C. § 1 *et seq.*; and have not been convicted of or barred for bribery or attempting to bribe an officer or employee of a unit of state or local government or school district in the State of Illinois in that officer's or employee's official capacity. Nor has any of the Parties and their officers, corporate authorities, employees and agents made admission of guilt of such conduct which is a matter of record, nor has any official, officer, agent or employee of the Parties been so convicted nor made such an admission.

- (2) Non-Discrimination. Each Party and its officers, corporate authorities, employees and agents agree not to commit unlawful discrimination and agree to comply with all applicable provisions of the Illinois Human Rights Act, Title VII of the Civil Rights Act of 1964, as amended, the Americans with Disabilities Act, the Age Discrimination in Employment Act, Section 504 of the Federal Rehabilitation Act, and all applicable rules and regulations. Each Party maintains a written Sexual Harassment Policy in compliance with Section 2-105 of the Illinois Human Rights Act (775 ILCS 5/2-105(A)(4)). Each Party certifies that it is an "Equal Opportunity Employer" as defined by federal and State laws and regulations, and agrees to comply with the Illinois Department of Human Rights ("IDHR") Equal Opportunity Employment clause as required by the IDHR's Regulations (44 Ill. Adm. Code, Part 750, Appendix A). As required by Illinois law and IDHR Regulation, the Equal Opportunity Employment clause is incorporated by reference in its entirety as though fully set forth herein. Each Party certifies that it agrees to comply with the Prohibition of Segregated Facilities clause, which is incorporated by reference in its entirety as though fully set forth herein. See, Illinois Human Rights Act (775 ILCS 5/2-105). See also, Illinois Department of Human Rights Rules and Regulations, Title 44, Part 750. Administrative Code, Title 44: Government Contracts, Procurement and Property Management, Subtitle B: Supplemental Procurement Rules, Chapter X: Department of Human Rights, Part 750: Procedures Applicable to All Agencies, Section 750.160: Segregated Facilities (44 Ill. Adm. Code 750.160)
- (3) Illinois Freedom of Information Act. The ENGINEER shall maintain its records relating to the performance of the Agreement in compliance with the requirements of the Local Records Act (50 ILCS 205/1 *et seq.*) and the Freedom of Information Act (5 ILCS 140/1 *et seq.*) until written approval for the disposal of such records is obtained from the Local Records Commission. All books and records required to be maintained by the ENGINEER shall be available for review and audit by the VILLAGE. The ENGINEER shall cooperate with the VILLAGE: (a) with any request for public records made pursuant to the Freedom of Information Act (5 ILCS 140/1 *et seq.*); (b) with any request for public records made pursuant to any audit; and (c) by providing full access to and copying of all relevant books and records within a time period which allows the VILLAGE to timely comply with the time limits imposed by the Freedom of Information Act (5 ILCS 140/1 *et seq.*). To facilitate a response by the VILLAGE to any FOIA request, the ENGINEER agrees to provide all requested public records within five (5) business days of a request being made by the VILLAGE. The ENGINEER agrees to defend, indemnify and hold harmless the VILLAGE and the VILLAGE Affiliates, and agrees to pay all reasonable costs connected therewith (including, but not limited to, reasonable attorney and witness fees, filing fees and any other expenses) for the VILLAGE to defend any and all causes, actions, causes of action, disputes, prosecutions or conflicts arising from the ENGINEER's actual or alleged violation of the FOIA or the ENGINEER's failure to furnish all public records as requested by the VILLAGE. Furthermore, should the ENGINEER request that the VILLAGE utilize a lawful exemption under FOIA in relation to any FOIA request thereby denying that request, the ENGINEER agrees to pay all costs connected therewith (such as reasonable attorney and witness fees, filing fees and any other expenses) to defend the denial of the request. The defense shall include, but not be limited to, challenged or appealed denials of FOIA requests to either the Illinois Attorney General or a court of competent jurisdiction. The ENGINEER agrees to defend, indemnify and hold harmless the VILLAGE and Village Affiliates and agrees to pay all costs incurred by the VILLAGE connected therewith (such as reasonable

attorney and witness fees, filing fees, penalties, fines, and any other expenses) to defend any denial of a FOIA request pursuant to the ENGINEER's request to utilize a lawful exemption.

3. Means, Methods and Safety. The ENGINEER will neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the construction of the Project, unless one or more of those tasks or activities are specifically agreed to by the VILLAGE and the ENGINEER in the Agreement or an addendum to the Agreement.

Dated: September, 2026

**COST SHARING INTERGOVERNMENTAL AGREEMENT
BETWEEN THE VILLAGE OF WESTERN SPRINGS, COOK COUNTY, ILLINOIS
AND THE VILLAGE OF LA GRANGE, COOK COUNTY, ILLINOIS
GILBERT AVENUE STP RESURFACING PROJECT
FROM OGDEN AVENUE TO 47TH STREET – CONSTRUCTION AND PHASE III ENGINEERING SERVICES**

This COST SHARING INTERGOVERNMENTAL AGREEMENT (the “Agreement”) is made and entered into by the Village of Western Springs, an Illinois non-home rule municipal corporation (“Western Springs”), and the Village of La Grange, an Illinois non-home rule municipal corporation (“La Grange”), for the purposes set forth below, dated as of _____, 2026 (the “Effective Date”). La Grange and Western Springs are referred to at times in this Agreement on an individual basis as the “Party” and on a collective basis as the “Parties”. La Grange and Western Springs agree as follows:

RECITALS

WHEREAS, the Villages of Western Springs, Illinois and LaGrange, Illinois have undertaken to cooperate with regards to a certain roadway project for resurfacing and ADA-compliant pedestrian improvements to Gilbert Avenue from Ogden Avenue to 47th Street, which is referred to as the Gilbert Avenue STP Resurfacing Project (the "Project"). The project will consist of the resurfacing of Gilbert Avenue, including all necessary and customary ancillary roadway improvements. The work will include the replacement of deteriorated curb and gutter sections, the removal and replacement of sections of sidewalk, and the replacement of intersection sidewalk ramps to meet current ADA accessibility standards. Additional project elements will include pavement patching and base repairs where required, the replacement of existing street signage at select locations, and the installation of a new pedestrian crosswalk at the intersection of Cossitt Avenue and Gilbert Avenue. The crosswalk installation will include a pedestrian-activated flashing beacon together with all appropriate warning and regulatory signage needed to ensure safe pedestrian movement. All improvements will be completed in accordance with applicable engineering standards, accessibility requirements, and local, state, and federal regulations. These improvements are all along Gilbert Avenue from Ogden Avenue to 47th Street and they are located within the respective corporate jurisdictions of La Grange and Western Springs. This section of Gilbert Avenue is a key north-south commercial arterial roadway that serves the residents and businesses of Western Springs and La Grange and comprises a portion of their shared boundary line; and

WHEREAS, pursuant to previous agreements between the parties, Western Springs has acted as the lead agency in submitting grant applications for federal, state and local funding sources to pay for both the Design Engineering Services and the performance of Construction Engineering services and Construction work (collectively the “Construction Work”) for the project; and

WHEREAS, with regard to previous Design Engineering work undertaken, under the FY2023 Invest in Cook (“IIC”) Grant Program, Western Springs was obligated to pay the actual incurred costs to complete the Construction and Construction Engineering Work for the Project and then seek reimbursement from Cook County of the IIC Grant Amount. Western Springs and La Grange agreed to share equally in the actual incurred costs to complete the Phase 2 Design Engineering Work for the Project that was not paid for by the IIC Grant Amount, which was estimated to be a maximum 20% of the overall project costs, with Western Springs and La Grange each respectively being responsible for 10% of the overall project costs; and

WHEREAS, with regard to the anticipated Construction Work, Western Springs and LaGrange likewise agree to share equally in the actual incurred costs to complete the Construction Work not paid for by STP Funds, or other Grant Funds, which is estimated to be a maximum 20% of overall project costs, with Western Springs and LaGrange each respectively being responsible for 10% of the overall project costs; and

WHEREAS, this Agreement sets forth the Parties' respective responsibilities and obligations relative to STP Funds, any IIC Grant Amount, or other grant funds; the selection of a professional engineering firm or an Illinois licensed engineer to complete the Construction Engineering Work and the bidding and selection of a Construction Contractor to construct the Project; the cost sharing arrangement for the payment of the costs associated with the Construction and Construction Engineering Work for the Project; and

WHEREAS, pursuant to certain statutory and constitutional powers, including but not limited to the applicable provisions of the Illinois Municipal Code (65 ILCS 5/), and Article VII (Local Government), Section 7 (Counties And Municipalities Other Than Home Rule Units) and Section 10 (Intergovernmental Cooperation) of the Illinois Constitution of 1970, as well as the Illinois Intergovernmental Cooperation Act (5 ILCS 220/), the respective corporate authorities of Western Springs and La Grange are authorized to approve and enter into this Agreement, and have found that it is protective of the health, welfare and safety of and in the best interests of Western Springs and La Grange, and its residents, property owners, local businesses and the public to approve and enter into this Agreement.

NOW, THEREFORE, in consideration of the mutual agreements, obligations and covenants set forth in this Agreement, and upon the further consideration stated in the foregoing Recitals, it is agreed by La Grange and Western Springs as follows:

Section 1. Incorporation. The above Recitals are incorporated by reference into this Section 1 as though fully set forth herein.

Section 2. Commencement and Term of This Agreement. This Agreement shall commence on the Effective Date. Subject to Section 6 (Termination) below, the term of this Agreement shall terminate after: (a) the Construction Work has been completed to the reasonable satisfaction of La Grange and Western Springs; and (b) Western Springs has been fully reimbursed for all actual incurred costs related to the completion of the Construction Work for the Project or any other costs, as provided for in this Agreement.

Section 3. Scope of Work to be Performed Under This Agreement. La Grange and Western Springs agree that the scope of work to be performed under this Agreement relative to the Project is limited to the selection of a professional engineering firm or an Illinois licensed engineer and the bidding and award of a Construction Contractor to complete the Construction Work for the Project. Once the Construction Work is completed, the Parties agree to meet and confer relative to the content of the Construction Work and the potential bidding and construction of the Project.

Section 4. Responsibilities of La Grange and Western Springs.

A. Responsibilities of Western Springs as Lead Agency. Western Springs, as the Lead Agency, has the following responsibilities under this Agreement:

- a. Arrange for the selection process and the selection of a professional engineering firm or an Illinois licensed engineer (the "Engineer") to complete the Construction Engineering Work for the Project.
- b. Enter into a professional services agreement with the Engineer to perform the Construction Engineering Work for the Project, including, but not limited to, preparing preliminary, pre-final and final construction plans, specifications, special provisions and cost estimates ("Phase III Work Documents").
- c. Coordinate the Construction Engineering Work to secure delivery of Phase III Work Documents.
- d. Administer the professional services agreement, including coordination and completion of the Phase III Work Documents, contract payments to the Engineer and any change orders.
- e. Arrange for the bidding process and award for a construction contractor (the "Construction Contractor") to complete the Construction Work.
- f. Coordinate the Construction Engineering and Construction Work to secure the completion of the Project.
- g. Administer the Construction Contract through the Engineer to secure the completion of the Construction Work.
- h. Paying all costs to the Engineer and to the Construction Contractor for the completion of the Construction and Construction Engineering Work, including any work covered by change orders.
- i. Securing digital copies of the Phase III Work Documents from the Engineer.
- j. Sharing digital copies of the Phase III Work Documents with La Grange within five (5) calendar days of receipt of same from the Engineer.
- k. Review of the Phase III Work Documents and submit within fifteen (15) calendar days after receipt of the Phase III Work Documents any revisions to the Engineer and La Grange for incorporation into the Phase III Work Documents by the Engineer.
- l. Requesting reimbursement for any Grant Amount.
- m. Delivery of proof of reimbursement for any Grant Amount to La Grange.
- n. Delivery of an invoice(s) to La Grange for the full fifty percent (50%) of the actual incurred costs of the completion of the Construction and Construction Engineering Work for the Project that are not paid for by any Grant Amount.
- o. The selection process and selection of the Engineer and awarding and administering of the professional services agreement with the Engineer and the bid and awarding and administering of the Construction Contract shall comply with all applicable State and federal laws and regulations.

B. Responsibilities of La Grange. La Grange has the following responsibilities under this Agreement:

- a. Acknowledge receipt of digital copies of the Phase III Work Documents within five (5) calendar days of receipt of same from Western Springs.
- b. Review of the Phase III Work Documents and submit within fifteen (15) calendar days after receipt of the Phase III Work Documents any revisions to the Engineer and Western Springs for incorporation into the Phase III Work Documents by the Engineer.
- c. Payment of any invoice(s) issued by Western Springs for the full fifty percent (50%) share of the actual incurred costs of the completion of the Construction and Construction Engineering Work for the Project that are not paid for by any Grant Amount. Payment shall be made within thirty (30) calendar days of the invoice date, including, without limitation, any change orders and cost-overruns. The obligation of La Grange to reimburse

Western Springs is not subject to set-off, withholding, or any other claim or action, under any circumstances, provided that Western Springs has satisfied all of its obligations under this Agreement. Payments are due, as provided in this Subsection, regardless of any issue, dispute, disagreement, or any other matter under this Agreement or in any way related to the Project or the Construction and Construction Engineering Work, provided that Western Springs has satisfied all of its obligations under this Agreement.

- d. Identify a project liaison to serve as the main point of contact for all project coordination.

C. Joint Responsibilities. Each Party has the following responsibilities related to the Project:

- a. The Parties agree to cooperate in good faith to finalize the Phase III Work Documents to each other's reasonable satisfaction.
- b. If either Party does not submit revisions to the Phase III Work Documents within the fifteen (15) calendar day time period, it will be assumed that the Party has approved the Phase III Work Documents without revision.
- c. Prompt execution by the Parties of all Project-related documents as requested by Western Springs or as required by Cook County or any federal or State agency with jurisdiction over the Project.
- d. La Grange and Western Springs agree to pay an equal share (50%) of the actual incurred cost to complete the Construction and Construction Engineering Work that are not paid for by the Grant Amount.
- e. If, prior to the commencement of the Construction and Construction Engineering Work, any funding entity notifies Western Springs that grant funding will not pay all or any portion of the Construction and Construction Engineering Work (i.e., the award of the STP Funds or any other pending funds not including IIC funds, which the parties are aware have not been awarded), the Parties agree to meet and confer relative to proceeding with the Construction and Construction Engineering Work. If the Parties agree to proceed with the Construction and Construction Engineering Work, La Grange and Western Springs agree to pay an equal share (50%) of the actual incurred cost to complete the Construction and Construction Engineering Work that are not paid for by any Grant Amount.
- f. La Grange and Western Springs agree to pay for their own respective costs (e.g., their own administrative resources, staff time, services provided by and fees and costs charged by their own engineer(s), attorney(s) or any of their own retained professional consultants, and out-of-pocket business expenses) that they incur in preparing this Agreement or incur under this Agreement (i.e., review costs of the Construction and Construction Engineering Work Documents) and/or contribute to the Project.
- g. As Lead Agency, Western Springs shall be responsible for taking the lead on all responses and information submittals to any governmental agency with oversight jurisdiction of any Grant funding relative to any audit or compliance reporting regarding the Grant funding or the Project. Upon request, La Grange agrees to cooperate with Western Springs in a timely manner with all responses and information submittals to any governmental agency with oversight jurisdiction of the Grant funding relative to any audit or compliance reporting regarding the Grant funding or the Project. La Grange agrees to provide to Western Springs or Cook County or any other governmental agency with oversight jurisdiction copies of any documents and information in its possession that are responsive to any audit or compliance reporting regarding the grant funding or the Project.

- h. Upon request, the Parties agree to cooperate in a timely manner with each other regarding their respective responses to requests filed under the Freedom of Information Act ("FOIA") (5 ILCS 120/) that relate to any matters covered by this Agreement. Notwithstanding any provision in this Agreement to the contrary, the obligations in this Subsection shall survive the termination of this Agreement.

- D. Changes to Construction and Construction Engineering Work.** If either Party: (a) requests a change to the Construction and Construction Engineering Work that affects or benefits only that Party's jurisdiction or facilities; or (b) increases the scope or extent of the Construction and Construction Engineering Work to be performed beyond the scope provided in this Agreement, (either (a) or (b) being a "Party Change Order"); then that Party must pay all costs and expenses related to that Party Change Order (the "Total Change Order Cost") in advance of commencement of the work provided for in that Party Change Order. The Total Change Order Cost includes not only the costs and expenses related to the changed Construction and Construction Engineering Work or additional Construction and Construction Engineering Work, (i.e., additional or revised engineering work and all related costs, but also all costs and expenses incurred as a result of the impact of the Party Change Order on the original scope of the Construction and Construction Engineering Work). The Party's payment of Total Change Order Cost must be made to Western Springs prior to the issuance of a contract change order to the Engineer. Western Springs will apply the money paid to Western Springs to the costs of the work covered by the Party Change Order. If the Total Change Order Cost for the Party Change Order exceeds the amount of money paid to Western Springs, then the Party must reimburse Western Springs the full amount of that excess cost within ten (10) calendar days after notice from Western Springs of the amount of that excess cost.
- E. Lead Participant Authority; Limitation on Claims.** Western Springs, as the Lead Participant, has the following authority:
 - a. To make final decisions on Construction and Construction Engineering Work matters in the absence of a consensus of the Parties that are consistent with the intended purposes of this Agreement and the Project.
 - b. To coordinate and oversee the Construction and Construction Engineering Work in a commercially reasonable manner as determined in Western Springs's exercise of its judgment and discretion.
 - c. To stop the Construction and Construction Engineering Work or any portion of it, in the event of any dispute under this Agreement or under the professional services agreement with the Engineer, when Western Springs determines in the exercise of its judgment and discretion that a stoppage is reasonable.
- F. Waiver of Right to Make Claims Against Western Springs.** In consideration of the terms of this Agreement, La Grange waives any right it may have at any time to assert any claim or action of any type whatsoever against Western Springs for any act, omission, action, or inaction of Western Springs related in any way to any matters covered by this Agreement, except only an action for a specific breach of a specific term of this Agreement by Western Springs.

Section 5. Indemnification; Waiver of Subrogation.

- A. Indemnification - La Grange.** To the fullest extent permitted by Illinois law, La Grange shall indemnify and defend Western Springs and its appointed and elected officials, officers,

president and board of trustees, employees, agents, representatives and attorneys (collectively “Western Springs Affiliates”) from and against any and all bodily injuries, illnesses, death, property damage, losses, claims, obligations, liens, encumbrances, demands, liabilities, penalties, causes of action, and costs and expenses of any kind, including without limitation orders, damages, judgments, fines, forfeitures, amounts paid in settlement, and reasonable defense and litigation costs and reasonable attorneys’ fees (collectively “Claims and Liabilities”) that arise out of or relate to any acts or omissions of La Grange or its appointed and elected officials, officers, president and board of trustees, employees, agents, representatives and attorneys (collectively “La Grange Affiliates”) relative to the Project or any matters covered by this Agreement, except to the extent that such Claims and Liabilities result, in whole or in part, due to the acts or omissions of Western Springs or its Western Springs Affiliates.

- B. Indemnification – Western Springs.** To the fullest extent permitted by Illinois law, Western Springs shall indemnify and defend La Grange and its appointed and elected officials, officers, president and board of trustees, employees, agents, representatives and attorneys (collectively “La Grange Affiliates”) from and against any and all bodily injuries, illnesses, death, property damage, losses, claims, obligations, liens, encumbrances, demands, liabilities, penalties, causes of action, and costs and expenses of any kind, including without limitation orders, damages, judgments, fines, forfeitures, amounts paid in settlement, and reasonable defense and litigation costs and reasonable attorneys’ fees (collectively “Claims and Liabilities”) that arise out of or relate to any acts or omissions of Western Springs or its appointed and elected officials, officers, president and board of trustees, employees, agents, representatives and attorneys (collectively “Western Springs Affiliates”) relative to the Project or any matters covered by this Agreement, except to the extent that such Claims and Liabilities result, in whole or in part, due to the acts or omissions of La Grange or its La Grange Affiliates.
- C. Waiver of Subrogation.** Each Party agrees to waive any right of recovery they may have against the other because of payments relative to any Claims and Liabilities (as defined above) arising out of the Project or any other matters covered by this Agreement.

Section 6. Termination. This Agreement will terminate as follows:

- A. This Agreement shall terminate after: (a) the Construction and Construction Engineering Work has been completed to the reasonable satisfaction of La Grange and Western Springs; and (b) Western Springs has been fully reimbursed for all actual incurred costs related to the Construction and Construction Engineering Work, as provided for in this Agreement.
- B. This Agreement may be mutually terminated by La Grange and Western Springs, but only after the Parties satisfy their respective payment obligations under this Agreement relative to the completion of the Construction and Construction Engineering Work.
- C. This Agreement may be terminated upon failure to cure a material breach of this Agreement. In the case of material breach, the non-defaulting Party may terminate this Agreement upon written notice, if the breaching Party fails to cure the breach within thirty (30) calendar days after receipt of written notice. The defaulting Party shall be responsible for those additional costs related to the breach and all non-cancellable obligations made in pursuit of this Agreement, provided that the non-defaulting Party satisfies its respective payment obligations under this Agreement relative to the completion of the Construction and Construction Engineering Work.

- D. Termination of this Agreement is subject to the legal and equitable rights and remedies of the Parties to enforce the terms of this Agreement, including continuing the right of specific performance relative to: (a) each Party's respective payment obligations under this Agreement relative to the completion of the Construction and Construction Engineering Work; or (b) the performance of any continuing obligations of either Party under this Agreement.

Section 7. Dispute Resolution; Negotiation. The Parties may attempt to resolve any future disputes, including any Events of Default, that may arise between them relative to this Agreement by avoiding termination of this Agreement or litigation. Accordingly, the Parties agree to engage in good faith negotiations to resolve any such dispute. If either Party has a dispute about a violation, interpretation or application of a provision of this Agreement, or if a dispute arises regarding either Party's failure to comply with the terms of this Agreement, then a written notice prepared by the affected Party, or their representative, shall be served on the other Party as provided in Section 8(F) of this Agreement (the "Dispute Resolution Notice"). The written Dispute Resolution Notice shall set forth in detail the dispute, the provisions of this Agreement to which the dispute is related, and all facts and circumstances pertinent to the dispute. The Party receiving the Dispute Resolution Notice then, within five (5) calendar days of receipt of the notice or issuance of the notice, shall schedule a date to conduct a conference to resolve the dispute. Such conference shall be conducted by the representatives of the Parties within fifteen (15) calendar days after the Dispute Resolution Notice has been delivered as provided herein. If a resolution is not reached within such 15-day period (or such longer period to which the Parties may mutually agree), then either Party may pursue the other remedies available under this Agreement or available under applicable law.

Section 8. General Provisions.

- A. **Amendments.** This Agreement may be amended or modified only by a written amendment approved and executed by each Party.
- B. **Compliance With Laws.** Each Party agrees to observe and comply with all federal, State, and local laws, codes, and ordinances applicable to the Project.
- C. **Entire Agreement.** This Agreement constitutes the entire agreement of the Parties with respect to the matters contained herein, and all prior agreements, written or oral, between the Parties relating to the subject matter of this Agreement are cancelled and terminated and are of no force or effect. No modification of or amendment to this Agreement shall be effective unless such modification or amendment is in writing and signed by both Parties hereto.
- D. **Corporate Approval.** La Grange and Western Springs represent and warrant that their respective corporate authorities have taken proper actions to authorize the approval and execution of this Agreement, and that their respective representatives have signed this Agreement pursuant to such actions in order to bind La Grange and Western Springs to the terms of this Agreement.
- E. **Insurance Coverage.** For the duration of this Agreement, the Parties, at their own costs, agree to maintain, at a minimum, the following insurance coverages: (a) commercial general liability insurance policy (which also may be referred to as a public liability insurance policy), including but not limited to coverage for bodily injury, illness, death and property damage, in the amount of at least One Million Dollars (\$1,000,000.00) per occurrence and at least Two Million Dollars

(\$2,000,000.00) aggregate, for purposes of covering the Parties' and their employees' participation in the Project and their acts and omissions under this Agreement; and (b) worker's compensation insurance policy with coverage in the statutory amount conforming to the current laws of the State of Illinois and Employer's Liability coverage in an amount of \$1,000,000.00 per employee, per accident. Insurance policy or policies of insurance shall specifically recognize and cover its indemnification obligations under this Agreement, and shall contain cross-liability endorsements. All certificates of insurance shall contain the following endorsement: "Should any of the above-described policies be canceled before the expiration date thereof, the issuing company shall serve thirty (30) calendar days prior written notice to [Village of La Grange or Village of Western Springs]". In the event of the cancellation of any insurance policy required herein, or upon the Party's failure to procure said insurance, the other Party shall have the right to immediately terminate this Agreement. Membership in an intergovernmental risk pool shall be sufficient to satisfy the insurance coverages to be furnished. Upon request, each Party agrees to furnish to the other Party a certificate of insurance evidencing such insurance coverages.

- F. Notice.** Any notice, request, demand, or other communication provided for by this Agreement must be in writing and will be deemed to have been duly received upon: (a) actual receipt if personally delivered and the sender received written confirmation of delivery, (b) receipt as indicated by the written or electronic verification of delivery when delivered by overnight courier, (c) receipt as indicated by the electronic transmission confirmation when sent via facsimile transmission or email, or (d) three (3) calendar days after the sender deposits the notice with the U.S. Post Office when sent by certified mail, return receipt requested. By notice complying with the requirements of this Section, each Party shall have the right to change the address or the addressee, or both, for all future notices and communications to them, but no notice of a change of addressee or address shall be effective until actually received. Notice must be sent to the address set forth below, or to such other address as any Party may specify in writing.

Notice to Western Springs:

Village Manager
Village of Western Springs
740 Hillgrove Avenue
Western Springs, Illinois 60558
(708) 246-1800
(708) 246-0284 (facsimile)
ebaer@wsprings.com

Notice to La Grange:

Village Manager
Village of La Grange
53 South La Grange Road
La Grange, Illinois 60525
(708) 579-2316
(708) 579-0980 (facsimile)
jknight@villageoflagrange.com

- G. Force Majeure.** Neither Party shall be liable in damages for any delay or default in performing its respective obligations under this Agreement if the delay or default is caused by conditions beyond its control. Such conditions include, but are not limited to, acts of God, government restrictions, pandemic, strikes, fires, floods or work stoppages, or acts or failures to act of third parties, excluding acts or failures to act by the Parties or their respective Affiliates. So long as any such delay or default continues, the Party affected by the conditions shall keep the other Party at all times fully informed concerning the matters causing the delay or default and the prospects of their ending.
- H. No Relationship Created; No Third Party Beneficiaries.** Nothing in this Agreement shall be construed to create any relationship of partner, joint venture, employee or agent as between the Parties hereto, nor shall this Agreement be construed to create any rights in third parties.
- I. Governing Law/Venue.** This Agreement will be governed and interpreted under the laws of the State of Illinois. The Parties agree that the venue for all disputes, claims and lawsuits arising between the Parties under this Agreement shall be either the Circuit Court of Cook County, Illinois (Chicago/Daley Center) or the United States District Court, Northern District of Illinois (Chicago) and that either court system shall have jurisdiction of such matters and each Party consents to either Court's exercise of jurisdiction.
- J. Waiver.** The failure of either Party at any time to enforce any provision of this Agreement shall not constitute a waiver of that Party's right to later enforce the provision or all terms of this Agreement.
- K. Construction of Agreement.** Each Party had a full and equal opportunity to review this Agreement, and have it reviewed by legal counsel, if the Party desired that review, before the Party approved and entered into this Agreement. Therefore, the rule of construction that an ambiguity may be resolved against the drafter does not apply to this Agreement.
- L. Section Caption Headings.** The headings of each section herein are provided for convenience, only, and are not considered part of this Agreement by the Parties.
- M. Severability.** If any provision of this Agreement is held unenforceable, the provision shall be severed and the remainder of this Agreement will continue in full force and effect. If any provision of this Agreement shall be held or deemed to be or shall in fact be inoperative or unenforceable as applied in any particular case in any jurisdiction or in all cases because it conflicts with any provision(s) hereof or any constitution, statute, ordinance, rule of law or public policy, or, for any reason, such circumstances shall not have the effect of rendering any other provision(s) contained herein invalid, inoperative or unenforceable to any extent whatsoever. The invalidity of any one or more phrases, sentences, clauses or sections contained in this Agreement shall not affect the remaining portions of this Agreement or any part hereof.
- N. No Personal Liability.** No appointed and elected officials, officers, president and board of trustees, employees, agents, representatives and attorneys of either Party shall be individually or personally liable in any manner under any legal claim or action brought pursuant to law or equity or contract in connection with this Agreement.

- O. Counterparts.** Counterparts/Facsimile/Email Signatures. This Agreement may be signed in counterparts, all of which together constitute this Agreement. Facsimile or emailed signatures shall constitute original signatures for all purposes.
- P. Assignment.** No Party may assign this Agreement or any right or obligation, in whole or in part, under this Agreement to any other person or entity.

IN WITNESS WHEREOF, each Party has caused this Agreement to be executed on its behalf by properly authorized officials as of the dates listed below. The date of the last signatory shall be the "Effective Date" of this Agreement, which shall be inserted on Page 1 above.

VILLAGE OF WESTERN SPRINGS

By: _____
Name: _____
Title: _____
Date: _____

ATTEST

By: _____
Name: _____
Title: _____
Date: _____

VILLAGE OF LA GRANGE

By: _____
Name: _____
Title: _____
Date: _____

ATTEST

By: _____
Name: _____
Title: _____
Date: _____

DRAFT 9.10.2026
RESOLUTION NO. 26-????

VOTE:

VOTING AYE:

VOTING NAY:

ABSENT:

ABSTAIN:

DATE: September 14, 2026.

OTHER: None.

RESOLUTION AUTHORIZING AND APPROVING THE
EXECUTION OF A COST SHARING
INTERGOVERNMENTAL AGREEMENT BETWEEN
THE VILLAGE OF WESTERN SPRINGS, COOK
COUNTY, ILLINOIS AND THE VILLAGE OF LA
GRANGE, COOK COUNTY, ILLINOIS FOR
CONSTRUCTION ENGINEERING AND
CONSTRUCTION COSTS FOR THE GILBERT AVENUE
PROJECT FROM OGDEN AVENUE TO 47TH STREET

WHEREAS, the Village of Western Springs, an Illinois non-home rule municipal corporation, (the "Village" or "Western Springs") and the Village of La Grange, an Illinois non-home rule municipal corporation ("La Grange"), desire to enter into a Cost Sharing Intergovernmental Agreement for the Local Share of Construction Engineering and Construction Services related to the Gilbert Avenue Resurfacing Project ("Agreement"). A copy of the Agreement is attached to this Resolution as **Exhibit "A"** and made a part hereof; and

WHEREAS, Western Springs and LaGrange have cooperated on various phases of grant acquisition and work related to services for certain roadway and ADA-compliant pedestrian improvements to Gilbert Avenue from Ogden Avenue to 47th Street, which is referred to as the Gilbert Avenue STP Resurfacing Project (the "Project"). The Project will consist of resurfacing the Gilbert Avenue roadway and the construction of up to 72 sidewalk ramps along Gilbert Avenue from Ogden Avenue to 47th Street that are located within the respective corporate jurisdictions of La Grange and Western Springs. This section of Gilbert Avenue is a key north-south commercial arterial roadway that serves the residents and businesses of Western Springs and La Grange and comprises a portion of their shared boundary line; and

WHEREAS, in applying for the Grant funding to pay for the completion of the Project, Western Springs agreed to serve as lead agency with Western Springs and La Grange agreeing to share equally in the actual incurred costs to complete the Project that are not paid for by the Grant Amount. The Federal funds received will cover 80% of the Project, and the local share of 20% will be divided equally between Western Springs and La Grange. The current construction engineering costs are authorized in the total amount of \$128,093.00. La Grange agrees to reimburse Western Springs, a one-half share of the actual incurred costs to complete the Construction Engineering and Construction services that are not paid for by Grant Amount; and

WHEREAS, the Agreement sets forth the Parties' respective responsibilities and obligations relative to the selection of a professional engineering firm or an Illinois licensed engineer to complete the Construction Engineering services for the Project, the cost sharing arrangement for the payment of the costs associated with the Construction Engineering services for the Project, and the future bidding and construction of the Project; and

WHEREAS, at an open, public meeting held on September 1, 2026, the Public Works and Water Committee ("Committee") reviewed and discussed the Project and need for the attached Agreement and received input from the Village staff and provided an opportunity for input from the public on the matter. At its September 1, 2026 meeting, the Committee recommended to the Village Board that the Village move forward with the approval of a cost sharing intergovernmental agreement with La Grange for this matter; and

WHEREAS, at an open public meeting held on September 14, 2026, the President and Board of Trustees of the Village of Western Springs ("Village Board") reviewed and discussed the Committee's recommendation, and received input from the Village staff and provided an opportunity for input from the public on the matter. At its September 14, 2026 meeting, the Village Board accepted the Committee's recommendation and the Village staff's recommendation regarding approval of the attached Agreement; and

WHEREAS, pursuant to certain statutory and constitutional powers, including but not limited to the applicable provisions of the Illinois Municipal Code (65 ILCS 5/), and Article VII (Local Government), Section 7 (Counties And Municipalities Other Than Home Rule Units) and Section 10 (Intergovernmental Cooperation) of the Constitution of the State of Illinois of 1970, as well as the Illinois Intergovernmental Cooperation Act (5 ILCS 220/), the President and Board of Trustees of the Village of Western Springs are authorized to approve and enter into the Agreement and have found that it is protective of the health, welfare and safety of and in the best interests of the Village, and its residents, property owners, local businesses and the public to approve and enter into the Agreement.

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

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

SECTION 2. Approval and Execution of the Agreement. The President and Board of Trustees of the Village of Western Springs approve and authorize the execution of the attached "Cost Sharing Intergovernmental Agreement", substantially in the form attached hereto as **Exhibit "A"**, and which may contain certain non-substantive and non-financial modifications that are approved by the Village Attorney.

SECTION 3. Approval of Village Expenditures and Other Related Documents. The President and Board of Trustees of the Village of Western Springs approve and authorize the expenditure of Village funds to pay for the Village's financial obligations under the Agreement. The President and Clerk, or their designees, are further authorized and directed to execute and deliver all other instruments and documents that are necessary to fulfill the Village's obligations under the Agreement. Specifically, the President and Board of Trustees of the Village of Western Springs further authorize and direct the Village Manager and the Village Attorney, or their designees, to take all necessary actions to comply with the Village's obligations under the attached Agreement.

SECTION 4. Delivery of Signed Documents. The President and Board of Trustees of the Village direct the Village Clerk's Office, or their designee, to forward a certified copy of this Resolution and a fully executed Agreement to the County of Cook and to the Village of La Grange for record retention purposes.

SECTION 5. Effective Date. This Resolution shall be in full force and effect from and after its passage and approval according to law.

PASSED by the Board of Trustees of the Village of Western Springs, Cook County, Illinois, at a Regular Meeting thereof, held on September 14, 2026, and approved by me as Village President on the same day.

Heidi Rudolph, Village President

ATTEST:

Edward Tymick, Village Clerk

Exhibit "A"

**Cost Sharing Intergovernmental Agreement
Between the Village of Western Springs, Cook County, Illinois
and the Village of La Grange, Cook County, Illinois
for Construction Engineering and Construction Services for the Invest In Cook - Gilbert Avenue STP
Resurfacing Project from Ogden Avenue to 47th Street**

(attached)

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

CLERK'S CERTIFICATE

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

RESOLUTION NO. 26-_____

**RESOLUTION AUTHORIZING AND APPROVING
THE EXECUTION OF A COST SHARING INTERGOVERNMENTAL AGREEMENT
BETWEEN THE VILLAGE OF WESTERN SPRINGS, COOK COUNTY, ILLINOIS AND THE VILLAGE OF LA
GRANGE, COOK COUNTY, ILLINOIS FOR CONSTRUCTION ENGINEERING AND CONSTRUCTION COSTS
FOR THE GILBERT AVENUE PROJECT FROM OGDEN AVENUE TO 47TH STREET**

which was passed by a roll call vote of the Board of Trustees of the Village of Western Springs at a Regular Meeting held on the 14th day of September, 2026, at which Meeting a quorum was present, and approved by the Village President of the Village of Western Springs on the 14th day of September, 2026.

I further certify that the vote on the question of the passage of said Resolution by the Board of Trustees of the Village of Western Springs was taken by the Ayes and Nays and recorded in the Journal of Proceedings of the Board of Trustees of the Village of Western Springs, and that the result of said vote was as follows, to-wit:

AYES: _____

NAYS: _____

ABSENT: _____

I do further certify that the original Resolution, of which the attached is a true copy, is entrusted to my care for safekeeping, and that I am the lawful keeper of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Village of Western Springs this ____ day of September, 2026.

Edward Tymick, Village Clerk

SEAL



Is this project a bondable capital improvement?

☐ Yes ☒ No

Resolution Type

Supplemental

Resolution Number

26-

Section Number

25-00105-00-RS

BE IT RESOLVED, by the **President and Board of Trustees**

Governing Body Type

of the **Village**

Local Public Agency Type

of **Western Springs**

Name of Local Public Agency

Illinois that the following described street(s)/road(s)/structure be improved under

the Illinois Highway Code. Work shall be done by **Contract**

Contract or Day Labor

For Roadway/Street Improvements:

Name of Street(s)/Road(s)	Length (miles)	Route	From	To
Gilbert Avenue	1.03		US 34 Ogden Avenue	47th Street

For Structures:

Name of Street(s)/Road(s)	Existing Structure No.	Route	Location	Feature Crossed

BE IT FURTHER RESOLVED,

1. That the proposed improvement shall consist of

Preliminary Engineering, Construction Engineering, Construction costs for the subject roadway improvement

2. That there is hereby appropriated the sum of **four hundred fifty thousand**

Dollars (**\$450,000.00**) for the improvement of

said section from the Local Public Agency's allotment of Motor Fuel Tax funds.

BE IT FURTHER RESOLVED, that the Clerk is hereby directed to transmit four (4) certified originals of this resolution to the district office of the Department of Transportation.

I, **Edward Tymick**

Name of Clerk

Village

Local Public Agency Type

Clerk in and for said **Village**

Local Public Agency Type

of **Western Springs**

Name of Local Public Agency

in the State aforesaid, and keeper of the records and files thereof, as provided by

statute, do hereby certify the foregoing to be a true, perfect and complete original of a resolution adopted by

President and Board of Trustees of **Western Springs**

Governing Body Type

Name of Local Public Agency

at a meeting held on _____

Date

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this _____ day of _____

Day

Month, Year

(SEAL, if required by the LPA)

Clerk Signature & Date

Approved

Regional Engineer Signature & Date
Department of Transportation



AGENDA ITEM SUMMARY

BOARD OF TRUSTEES

Regular Meeting: September 14, 2026

AGENDA ITEM 8.J.

To: Board of Trustees

From: Jeff Koza, Director of Engineering Services

CC: Ellen Baer, Village Manager, Casey Biernacki, Deputy Village Manager, John Mastandona, Director of Finance

RE: Hillgrove Avenue Improvements - Resolution of Support for the Illinois Transportation Enhancement Program (ITEP) Grant Application (Omnibus Item)

Recommendation

The Public Works and Water Committee reviewed this item at their meeting on September 1, 2026 and recommended the approval of a resolution in support of the Hillgrove Avenue Improvements ITEP grant application.

Summary

Staff is seeking authorization to submit an application for Illinois Transportation Enhancement Program (ITEP) funding for the Hillgrove Avenue Streetscape and Pedestrian Improvements Project, spanning Hillgrove Avenue from Hampton Avenue to Wolf Road. The project aims to enhance pedestrian, bicycle, accessibility, safety, and streetscape conditions within the Village's downtown corridor adjacent to the Western Springs Metra Station.

The Village has already secured \$3,000,000 in Surface Transportation Program (STP) funds from the West Central Municipal Conference (WCMC) for this project. ITEP represents one of several grant funding opportunities that Staff is actively pursuing to help leverage additional external funding and reduce the Village's overall financial burden.

ITEP is a reimbursable grant program administered by IDOT, requiring a local match. If awarded, ITEP funds could cover up to 80% of eligible project costs, up to a maximum contribution of \$5 million. V3 Companies is performing the Phase 1 engineering on the project and also assisting with the ITEP application process. They are currently working on developing a cost estimate to identify which project elements are eligible for ITEP. Once that cost estimate is received, Staff will recommend applying for the maximum amount of funding up to the \$5 million maximum. The application is due to IDOT on October 5, 2026.

Financial Impact

N/A

Recommended Motion

I move to approve a resolution in support of the Hillgrove Avenue Improvements ITEP grant application.

Strategic Plan Alignment

Infrastructure Improvements

File Attachments

1. Resolution No. 2026-_____ re Authorizing support of ITEP Grant for (2165695.1)

DRAFT 9-8-2026
RESOLUTION NO. 26-????

VOTE:
AYES: _____
NAYS: _____
ABSTAIN: _____
DATE: September 14th, 2026
.

**A RESOLUTION IN SUPPORT OF AN ILLINOIS
TRANSPORTATION ENHANCEMENT PROGRAM
(ITEP) GRANT APPLICATION FOR HILLGROVE
AVENUE IMPROVEMENTS, HAMPTON AVENUE
TO WOLF ROAD, AND AUTHORIZING THE
APPROVAL AND EXECUTION OF ALL NECESSARY
ITEP GRANT APPLICATION DOCUMENTS,**

WHEREAS, the Village of Western Springs ("Village"), located in Cook County, Illinois, seeks to undertake roadway improvements on Hillgrove Avenue ("Project"); and

WHEREAS, the Project limits extend from Hampton Avenue to Wolf Road; and

WHEREAS, the Hillgrove Avenue Improvements consist of roadway reconstruction, pedestrian facilities; crosswalk improvements, and other infrastructure improvements; and

WHEREAS, the federal fund source requires a match of local funds to be provided by the Village; and

WHEREAS, the Village intends to submit a grant application seeking ITEP funds for the construction phase of the Project.

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

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

Section 2: The Village of Western Springs does hereby commit to being responsible for payment of any required matching funds and/or ineligible or other costs associated with the Project.

Section 3: The President and Board of Trustees of the Village of Western Springs approve and authorize the submittal of a grant application for ITEP funds for the Project. The President and Board of Trustees of the Village of Western Springs authorize and direct the Village President and the Village Clerk, or their designees, to execute the final version of the grant application, which may contain certain non-substantive and non-financial modifications that are approved by the Village Attorney. The President and Board of Trustees also authorize and direct the Village President, the Village Clerk, the Village Manager and the Village Attorney, or their designees, to execute and deliver all other instruments and documents and pay all Village Board-authorized costs that are necessary to submit the ITEP grant application for the Project.

Section 4: After approval and execution of this Resolution by the Village President and Village Clerk, or their designees, the Village Clerk's Office shall arrange for the delivery of one (1) certified copy of this Resolution, along with all required materials for the Hillgrove Avenue Improvements Illinois

Transportation Enhancement Program (ITEP) grant application, to the Illinois Department of Transportation, as specified in the ITEP application instructions.

PASSED by the Board of Trustees of the Village of Western Springs, Cook County, Illinois, at a Board Meeting thereof, held on the _____ day of September, 2026, and approved by me as Village President, and attested by the Village Clerk, on the same day.

Heidi Rudolph, Village President

ATTEST:

Edward Tymick, Village Clerk

Published by me in pamphlet form on the __ day of _____, 2026.

Edward Tymick, Village Clerk

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

CLERK'S CERTIFICATE

I, Edward Tymick, the duly elected and qualified Acting Village Clerk of the Village of Western Springs, Cook County, Illinois, certify that attached document is a true and correct copy of the Resolution now on file in my office, entitled:

RESOLUTION NO. 26-_____

A RESOLUTION IN SUPPORT OF AN ILLINOIS TRANSPORTATION ENHANCEMENT PROGRAM (ITEP) GRANT APPLICATION FOR HILLGROVE AVENUE IMPROVEMENTS, HAMPTON AVENUE TO WOLF ROAD, AND AUTHORIZING THE APPROVAL AND EXECUTION OF ALL NECESSARY ITEP GRANT APPLICATION DOCUMENTS

which was passed by a roll call vote of the Board of Trustees of the Village of Western Springs at a Regular Board Meeting held on the 14th day of September, at which meeting a quorum was present, and approved by the Village President of the Village of Western Springs on the 14th day of September.

I further certify that the vote on the question of the passage of the said Resolution by the Board of Trustees of the Village of Western Springs was taken by the Ayes and Nays and recorded in the Journal of Proceedings of the Board of Trustees of the Village of Western Springs, and that the result of said vote was as follows, to-wit:

AYES: _____

NAYS: _____

ABSENT: _____

I do further certify that the original Resolution, of which the attached is a true copy, is entrusted to my care for safekeeping, and that I am the lawful keeper of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Village of Western Springs, this ___ day of September, 2026.

Edward Tymick, Village Clerk

SEAL



AGENDA ITEM SUMMARY

BOARD OF TRUSTEES

Regular Meeting: September 14, 2026

AGENDA ITEM 8.K.

To: Board of Trustees

From: Diana Puga, Municipal Services Coordinator

CC: Ellen Baer, Village Manager, Jeff Koza, Director of Engineering Services

RE: Approval of a Master Services Agreements with Existing and Proposed Engineering Firms
(Discussion only)

Recommendation

The Public Works and Water Committee reviewed this item at their meeting on September 1, 2026 and recommended the approval of master services agreements with Thomas Engineering, Robinson Engineering, Ltd, HR Green, Inc., Baxter & Woodman Consulting Engineers, Christopher B. Burke Engineering, Ltd, and V3 Companies.

Summary

During the August 4, 2026 Public Works and Water Committee meeting, staff reported on a review process for the existing pre-qualified engineering firms. The closure of James J. Benes & Associates, one of the Village's long-standing engineering firms, reduced the number of approved firms from five to four. Staff recommends retaining the current four engineering firms (Christopher B. Burke Engineering Ltd., V3 Companies, Baxter & Woodman, and HR Green, Inc.) and adding additional qualified firms to ensure timely completion of the planned Capital Improvement Plan projects over the next eight to ten years.

Staff prepared a formal request for qualifications for professional engineering services. Qualifications were received from 13 interested firms. The staff team asked to review the qualifications consisted of Deputy Manager Biernacki, Director of Municipal Services Supert, Director of Engineering Koza, Municipal Services Coordinator Puga, and Staff Engineer Cebelis. The team identified three (3) finalist firms; Thomas Engineering, Robinson Engineering, and Hancock Engineering. Interviews were conducted with each firm on July 23, 2026. The staff team determined that all three firms were qualified and capable. After the interviews, staff completed reference checks for each firm and unanimously recommended approval of Thomas Engineering and Robinson Engineering. The Village Manager concurred and this item was first brought to the Public Works and Water Committee for consideration at their September 1, 2026 Committee meeting and is now being brought to the Board of Trustees for consideration.

All six firms have been sent a Master Services Agreement (MSA) for their review. The Village Attorney drafted the MSA, and it will replace the Professional Services Rider that was previously used in conjunction with each engineering firm proposal. Responses have been received from

each firm and Staff expects to have the MSA for each firm finalized before the September 28, 2026 Board meeting.

Financial Impact

The Master Service Agreements set terms for all future engineering proposals. No costs are associated with the execution of the agreements. Future project work will be brought to the Board separately.

Recommended Motion

I move to approve master services agreements with Thomas Engineering, Robinson Engineering, Ltd, HR Green, Inc., Baxter & Woodman Consulting Engineers, Christopher B. Burke Engineering, Ltd, and V3 Companies.

Strategic Plan Alignment

Financial Sustainability
Infrastructure Improvement

File Attachments

1. Robinson Engineering Qualifications Submittal
2. Thomas Engineering Group, LLC Qualifications Submittal
3. Example Master Services Agreement

Letter of Interest (Transmittal Letter)

June 22, 2026

To: Ms. Diana Puga, Village of Western Springs
740 Hillgrove Avenue
Western Springs, IL 60558

RE: Response to RFQ for Project Engineering Services

We appreciate the opportunity to submit this proposal to provide Village Wide Professional Engineering Consulting Services for the Village of Western Springs (Village). We are eager for the opportunity to provide professional engineering services to assist Western Springs with various infrastructure projects and scopes of services as identified in the Villages' Request for Qualifications (RFQ) document.

1. Robinson Engineering, Ltd. (Robinson)
2. **Itasca** (local) 127 N. Walnut Street, Suite 200 / **South Holland** (Cook County) 16133 Lasalle Street
3. **Itasca** (847) 250-5635 / **South Holland** (708) 331-6700
4. **Federal Tax ID:** 36-2407339
5. **Proposal and Contract Contact:** Jeffrey C. Pintar, PE, CFM, Director of Municipal Services
10045 W. Lincoln Highway, Frankfort, IL 60423
Fax (815) 806-0301; Ph. (708) 210-5682; jpintar@reltd.com
6. **Brief introduction and statement of interest.** Providing Inflow/Infiltration services to the Village has afforded us the opportunity to gain valuable knowledge of Western Spring's infrastructure as well as to learn more about the Village's vision, goals, and needs. We have also developed effective working relationships with Village staff to efficiently provide services based on an understanding of Village processes, procedures, and preferences. We would be honored to be added to the list of engineering firms to serve Western Springs and to continue building upon our knowledge of and relationships with the Village.

Robinson is well qualified to provide the gamut of infrastructure engineering needs to be encountered by the Village. Our technical expertise in all aspects of municipal engineering, and unmatched client service commitment, are highlighted by our role as municipal engineers to nearly 50 Chicagoland municipalities, including over 20 for more than 50 years. We are attuned to the challenges faced by municipal staff and officials when addressing infrastructure projects and assisting communities to bring developments through the municipal process. We excel at thinking outside the box to provide creative, practical and cost-effective alternatives. Our 120+ member organization considers it our duty to go **BEYOND ENGINEERING** in the level of service we provide to our client communities, far beyond mere excellence in the design and construction aspects of capital improvement projects.

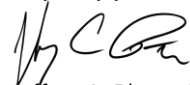
Many engineering firms, small or large, perform the technical aspects of civil infrastructure design and construction engineering quite well, with the requisite qualifications, expertise, and resources to facilitate most individual projects. This bar, however, represents the bare minimum threshold of expectations to be considered by a dynamic, first-class community like Western Springs.

Robinson differentiates itself from its contemporaries on a continuous basis in several areas:

- Proven dedication to long-term community service
- Unmatched municipal knowledge, experience, and devotion to Chicago area communities since the 1950s
- Expansive network of local, state and federal government affairs network developed over decades, from whom we can draw upon to assist in achieving Western Springs objectives in a timely fashion
- Unparalleled proven success in securing outside funding sources through a variety of economic climates
- Conflict of interest avoidance by declining private sector work opportunities
- Creative, common-sense solutions to complex problems; Technology investments that enhance client service
- Office locations in nearby Itasca and in South Holland (Cook County)

If you need any further information, please don't hesitate to contact us at your convenience.

Very truly yours,



Jeffrey C. Pintar, PE, CFM, Director of Municipal Services, Robinson Engineering, Ltd.
(708) 210-5682 / jpintar@reltd.com

June 22, 2026

Statement of Qualifications for Additional Consulting Engineers and Engineering Firms to Provide Professional Engineering Services

Village of Western Springs



Letter of Interest (Transmittal Letter)	
Contents of Statement of Qualifications (Response)	Page
Response Content	1
Relevant Experience and Project Examples	2
Specialized Knowledge / Scope of Engineering Services Sought by RFQ	15
Key Personnel Availability and Assignment Chart / Professional Qualifications / Firm Resume	24

a. Respondent's Understanding

Robinson Engineering, Ltd. is eager to be considered for any and all of the various project types and roles described in your May 28, 2026 Request for Qualifications (RFQ). Our privilege serving as village/city engineers to nearly 50 Chicagoland communities (*including 21 for over a half-century*) has allowed many of our municipal clients to enjoy relying upon us as a 'one-stop shop' for their engineering needs. As such, we've included information about our capabilities to provide services in each of the technical disciplines listed in your RFQ.

We certify that Robinson Engineering:

- b. Meets the appropriate state licensing requirements to practice in the State of Illinois;
- c. Has not had a record of substandard work within the last five (5) years;
- d. Has not engaged in any unethical practices within the last five (5) years; and
- e. If awarded the contract, acknowledges the firm's complete responsibility for the entire contract, including payment of any and all charges resulting from the contract.
- f. Other Information

We understand the unique characteristics of each local community we serve, including the importance of their community development initiatives, funding challenges for local infrastructure, and seemingly endless unfunded mandates. We blend our decades of technical infrastructure experience with honed municipal expertise to provide a level of community commitment that is **beyond engineering**.

g. Signature of authorized executive



Jeffrey C. Pinter, PE, CFM

h. Client Representatives:

- **Jeffrey C. Pinter, PE, CFM, Director of Municipal Services**, with 24 years of experience, will be the Village's executive contact as the Principal-in-Charge. Jeff focuses on training and development of municipal engineers and involved in the oversight of the Planning and Development, Geographic Information Services (GIS), Infiltration/Inflow, Utility Contract Operations, and Environmental Services departments.
- **Brad Clark, PE, Senior Project Manager**, with 28 years of experience would be assigned as the Village's primary point of contact. Since joining Robinson, Brad has worked on transportation, storm sewer, and water main design projects. With more than 20 years of client management experience, Brad does not have any current client management responsibilities so he is both competent and available to serve the Village as his primary responsibility.
- **Mark A. Wesolowski, PE, CFM, Senior Project Manager/Regional Engineering Office Manager**, with 30 years of experience as a design engineer and office manager, Mark has prepared our team to serve the Village in all facets of design and municipal engineering needs.



2a. Firm Overview

Robinson Engineering, Ltd., a corporation, was founded in 1937. Robinson Engineering, Ltd. is 100% owned by DJ&A Acquisitions, LLC. On May 15, 2026, DJ&A and Robinson Engineering, Ltd. joined together in a strategic merger of equals to create a new, nationwide engineering platform. Both firms are now 100% owned by DJ&A Acquisitions, LLC, a subsidiary of KCM Civil Holdings, LLC. Over 80 individuals employed by the platform firms are owners of KCM Civil Holdings, LLC.

We believe thriving communities are built through thoughtful, lasting partnerships—not just individual construction projects. That’s why we don’t just design roads, utilities, and infrastructure; we focus on how each project fits into a community’s long-term vision. We collaborate with municipal officials, staff, business owners, and residents to ensure that the work that we do strengthens the places where we collectively live, work, and raise our families.

Yes, we design public infrastructure, but what we really do is help communities grow and thrive.

We are more than engineers—we are master planners, problem solvers, innovators, and community partners. We go **Beyond Engineering** to help municipalities navigate complex challenges. Our professionals are equipped with the knowledge and experience to support your team. We go **beyond** the standard civil engineering services to help municipalities accomplish their goals for the future.

89

Years in Business

120+

Professional Staff

100+

Municipal Clients

6

Office Locations



Engineering & Related Services

Potable Water

- Supply & Distribution Systems
- Storage Facilities
- Pumping & Treatment Facilities
- System Modeling
- Master Planning & Studies
- Lead Service Line Replacements

Wastewater

- Conveyance Systems
- Treatment Facilities
- Lift Stations & Force Mains
- EPA/MWRD Compliance
- SCADA Systems

Inflow and Infiltration

- Sewer Televising & Evaluation
- Smoke and Dyed Flood Testing
- System Start-Up & Flow Monitoring
- Sewer System Evaluation Study
- GPS Locating

Water and Wastewater Operations

- Facility Operations
- Maintenance Programs
- Monitoring & Sampling
- Troubleshooting & Process Control
- Regulatory Reporting & Compliance

Corrosion Mitigation

- Protective Coating
- Condition Evaluations
- Plan & Specification Preparation
- Construction Observation
- Inspections for Warranty

Transportation

- Phase I, II & III Engineering
- Roadway Resurfacing & Reconstruction
- Traffic Signals & Street Lighting
- Sidewalks/ADA Compliance
- Quiet Zones & Parking Lots

Stormwater

- Detention Calculations & Floodplain Modeling
- Storm Sewer & Culvert Design
- Floodplain Management & Map Revisions
- Location Drainage Studies
- NPDES/MS4 Compliance

Land Surveying

- Plats of Dedication, Easement, Annexation
- ALTA/NSPS Land Title Surveys
- Topographic & Boundary Surveys
- TIF Legal Descriptions & Exhibits
- Elevation Certificates

Construction Management

- Layout & Staking
- Observation of Completion & Quantities
- Oversee Pressure Test, Chlorination, Proof Roll
- Contractor Payout Review
- Record Drawing Preparations

Environmental

- Site Assessments (ESA, PESA, Brownfield)
- Preliminary Site Investigations (PSI)
- Underground Storage Tank Management/LUST
- Clean Construction or Demolition Debris (CCDD)
- Spill Prevention Control & Countermeasure Plans

Municipal Engineering

- Capital Improvement Plans
- Infrastructure Master Planning
- Financing & Grant Assistance
- Stakeholder Communication
- & Public Outreach

Development Reviews

- Ordinance Compliance
- Adherence with Master Plans
- Permit Coordination & Assistance
- Letter of Credit Determinations/Administration
- Construction Observation

Planning and Zoning

- Application & Site Plan Reviews
- Municipal Code Interpretation & Updates
- Evaluate Land Use Regulations
- Development Handbook/Guidelines
- Zoning, Land Use, & US Census Maps

GIS / Mapping

- Asset Management
- Parcel Management
- Web Based Mapping
- Planning & Economic Development
- Safety & Law Enforcement



Registrations & Certifications

We stay ahead of the growing needs of our municipal clients. Our reputation and services enable us to provide quality engineering and related services. We can connect you with our staff of over 120 qualified professionals to meet your needs.

45 Professional Engineers (PE)	3 Certified Erosion, Sediment & Stormwater Inspectors (CESSWI)
18 Certified Floodplain Managers (CFM)	2 Certified Survey Technicians
5 Certified Professionals in Erosion & Sediment Control (CPESC)	2 Public Water Supply Operators
2 Leadership in Energy & Environmental Design Accredited Professionals (LEED AP)	5 Wastewater Treatment Works Operators
4 Professional Land Surveyors (PLS)	2 Wastewater Collection System Operators
2 Professional Traffic Operations Engineers (PTOE)	1 NACE Coating Inspectors
1 Registered Professional Geologist (PG)	1 SSPC Protective Coatings Specialist
1 Certified Planner (AICP)	1 Certified Hazardous Materials Manager
13 Professional Engineering Interns (PEI)	1 UST Decommissioner Certification
17 Resident Engineering Technicians	1 US Army Corps of Engineers Construction Quality Management for Contractors
17 IDOT Documentation Certified Personnel	4 NASSCO Inflow & Infiltration Mitigation, PACP/MACP/LACP
6 INDOT Certified Highway Inspectors	1 Licensed Asbestos Building Inspector
3 INDOT Certified Site Managers	3 OSHA 40-Hour HAZWOPER Materials Training 29 CRF 1910.120 & OSHA 8-Hour Hazardous Materials Annual Refresher Training
2 INDOT Certified Utility Coordinators	
4 Certified Public Infrastructure Inspectors	
1 NASSCO Certified CIPP Inspector	



2b. Relevant Experience

Representative Projects

Transportation Engineering



175th Street & Ridgeland Avenue Roadway Reconstruction

Village of Tinley Park, IL

Construction Cost: \$19,500,000

Completed: Ongoing

Client: Colby Zemaitis, PE, CFM
Assistant Public Works Director
(708) 444-5516
czemaitis@tinleypark.org

- Reconstruction of 1.3 miles of roadway, including construction of a multi-use path along Ridgeland Avenue and Bike Lanes along 175th Street; Provided Project Development Report (Environmental) and Phase II Construction Document
- Maintenance of Traffic Design, Multi-Use Path and On-Street Bike Lane Design, Drainage Design, ADA Ramp Design, Roadway Lighting & ITS, Traffic Signal Design, and Local Agency water distribution/sanitary force main design
- ROW and preparation of plats, and coordination w/ CCDoTH and utilities for required relocations



2025 Roadway Maintenance Program

Village of Frankfort, IL

Construction Cost: \$5,100,000

Completed: 2026

Client: Terry Kestel, PW Superintendent
(815) 412-2433
tkestel@frankfortil.org

- Provided design and construction observation services for street resurfacing program
- Between 2" and 4" overlay on 30 locally owned streets, totaling 9.12 miles
- Curb and gutter and sidewalk removal and replacement, as needed
- Bring ADA Ramps in to current compliance



Devon Ave., Park Blvd. & Pierce Rd. Intersection Improvements

Village of Itasca, IL

Construction Cost: \$3,060,300

STP-Urban Funding

Completed: 2023

Secured funding: Federal STP - DuPage
Mayors & Managers Conference, Invest
In Cook, and developer contribution

Client: Mike Subers, PW Director
(630) 773-2455 / msubers@itasca.com

- Robinson performed Phase I, II, III engineering services for intersection improvements
- Re-channelize to include extended length of dual left turn lanes and combination thru/right turn lane; Re-channelize southbound to include extended length of left turn lane with a single, southbound thru/right lane
- Extension of the off-street multi-use path
- Design incorporates upgrades to traffic signals, increased turn lane capacity, and traffic safety



Traffic Signal, Chicago Heights-Glenwood Rd, 187th St. Intersection

Village of Glenwood, IL

Construction Cost: \$3,100,000

Completed: 2025

Client: Toleda Hart, Village President
(708) 753-2400
thart@villageofglenwood.com

- 0.60 miles roadway road reconstruction and traffic signal installation
- Full-depth pavement, hot-mix resurfacing, new medians, curb and gutter, sidewalks, multi-use path, ADA ramp construction, and enclosed drainage system improvements.
- Traffic signal installation, pavement markings, signage, and driveway replacements, funded through IDOT
- Utility relocations, ROW acquisition, funding constraints



Transportation Plan

Village of Lynwood, IL

Project Cost: \$150,000

Completed: 2024

Client: Jada Curry, Mayor
(708) 758-6101
jcurry@villageoflynwood.gov

- The Village received a grant from Invest in Cook to create a pedestrian transportation plan to provide an overall plan to address pedestrian bicyclist needs throughout the Village; also reviews accessibility to means of public transportation
- Public Outreach included social media campaigns, community survey, key person interviews, and open house
- Deliverable included a plan outlining goals & objectives regarding pedestrian transportation, along with maps and implementation plan



Elevated Tank

Village of Dixmoor, IL

Construction Cost: \$4,642,000
Completed: 2026

Client:
Fitzgerald Roberts, Mayor
(708) 389-6121
fitzgerald.roberts@yahoo.com

- Dixmoor's water supply system did not include elevated storage, was not functioning as a closed loop system with an aging pump station and ground storage reservoir. Constructed on Village-owned property.
- Constructed a new 0.75MG elevated spheroidal tank, on Village-owned property, includes water main, site work, SCADA interconnection and associated appurtenances. Included
- Design and construction engineering
- Robinson assisted Dixmoor in receiving \$10 million in state funding from the Illinois Environmental Protection Agency



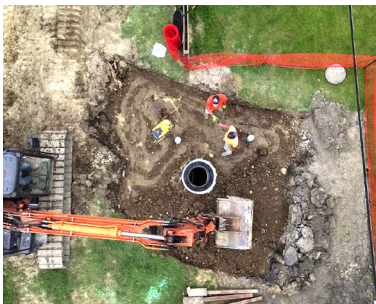
Seeley Avenue to Robey Avenue Water Main Improvements

Village of Dixmoor, IL

Construction Cost: \$2,800,000
Completed: 2024

Client: Fitzgerald Roberts, Mayor
(708) 389-6121
fitzgerald.roberts@yahoo.com

- Critical water infrastructure improvement included water main installation on 4 streets, and cutting and capping existing water mains located under I-57, the northern limit of the main.
- Installation was on Seeley Avenue, south of 139th street and the railway. The project extended south under I-57.
- Replaced existing 6" and 8" main with approx. 3,700' of 12" transmission main, connected at 3 points along the existing distribution system, providing increased flow capacity and fire protection capability to the north side of Village



8-Inch Sanitary Sewer Pipe Bursting

Merrillville Conservancy District (MCD), IN

Construction Cost: \$600,000
Completed: 2024

Client: Brian Muller
District Coordinator
(219) 472-8001
bmuller@mcdin.com

- Replaced existing rear-yard 8" sanitary sewer at the end of its useful life with multiple collapses
- Designed the sewer removal and replacement
- Utilized the trenchless technology method of pipe bursting
- New manholes/frame & cover; Lawn and asphalt restoration
- Fence removal & restoration; Tree removal
- Reinstall rear-yard sanitary service
- Reduced threat of a sanitary sewer collapse



System-wide Flow Monitoring

Village of Libertyville, IL

Construction Cost: \$199,000
Completed: 2023

Client: Jeff Cooper, PE, CPESC
Deputy Director of Public Works
Office: (847) 918-2105
jcooper@libertyville.com

- Conducted detailed analysis of flow data to assess capacity, peaking factors, and infiltration/inflow (I/I) across 12 locations. Found 92 storm inlets cross connected.
- Implemented a systematic I/I reduction program including flow monitoring, smoke testing, CCTV inspection, point repairs, CIPP lining, and manhole rehabilitation, with bid packages prepared for priority sewers.
- Conducted smoke testing and manhole inspections in a busy downtown, including along 2 IDOT Roads



Roadway & Infrastructure Improvements - Phase II

Village of Itasca, IL

Construction Cost: \$7,944,000
Completed: 2023

Client: Mike Subers, PW Director
(630) 773-2455
msubers@itasca.com

- Construct new storm sewer main lines (24"-36") in right-of-way
- Water main replacement
- Reconstruct roadways from rural to an urban section (curb and gutter)
- Regrade parkway to provide positive drainage towards roadways
- Utility & public outreach coordination



Kimberly Heights Drainage Improvements - Phase 1 and 2

Village of Tinley Park, IL

Construction Cost: \$1,000,000

Completed: 2024

Village funded

Client: Colby Zemaitis, PE, CFM
 Assistant Public Works Director
 (708) 444-5516
 czemaitis@tinleypark.org

- Phased drainage improvements in the Kimberly Heights Subdivision; provided reliable stormwater management system that collects runoff and reduces localized flooding
- Performed a subdivision-wide drainage study and developed preliminary project phasing plan
- Design and construction engineering of storm sewer drainage system for a local residential area, replacing existing ditch and culvert system
- Permitted with CCDoTH and FPDCC



Kimberly Heights Drainage Improvements - Phase 5 and 6

Village of Tinley Park, IL

Construction Cost: \$1,000,000

Completed: 2025

Village funded

Client: Colby Zemaitis, PE, CFM
 Assistant Public Works Director
 (708) 444-5516
 czemaitis@tinleypark.org

- Provided reliable stormwater management system that collects runoff and reduces flooding in ditches; Performed drainage study and developed preliminary project plan
- Design and construction engineering of storm sewer drainage system, included installation of RCP storm sewer pipe, catch basins, inlets, new outfall; restoration: ditch grading, road patching, driveway repairs, sodding; alleviated drainage issues around elementary school
- Permitted with FPDCC



Thorn Creek Flood Mitigation Project

Village of South Holland, IL

Construction Cost: \$8,325,000

Completed: In Progress

Client: J. Wynsma, Village Manager
 (708) 210-2900
 jwynsma@southholland.org

- The Village has partnered with MWRDGC to construct flood mitigation improvements along Thorn Ditch, including Flood Study in 2019; Provided Phase II & III Engineering Services
- Replace 4 culverts tributary to Little Calumet River; Construct new storm sewer main lines (24"-36") in right-of-way
- Funding partnership with Cook County (ARPA) and MWRD;
- Regrade parkway for positive drainage toward roadways
- Utility & public outreach coordination; utility design for required Nicor Gas Main relocation
- Stormwater management areas at Maicach and Pioneer parks to provide added flood storage; Helical Pier install for box culverts stabilization



Winchester Avenue Green Infrastructure

Village of Calumet Park, IL

Construction Cost
 \$3,432,000

Completed: 2023

Client: Ronald Denson, Mayor
 (708) 389-0850
 MayorDenson@calumetparkvillage.org

- Designed stormwater infrastructure to alleviate various flooding
- Designed and oversaw construction for new storm sewers, curb and gutter, permeable asphalt and permeable brick pavers. Project included new sanitary manholes
- Funding: Metropolitan Water Reclamation District (MWRD), Village of Calumet Park, and Cook County



Stormwater Detention Improvements - North Main

Village of Lombard, IL

Construction Cost
 \$1,932,000

Completed: 2024

Client: Carl Goldsmith
 Public Works Director
 (630) 620-5740
 goldsmithc@villageoflombard.org

- Drainage improvements include new detention pond and associated storm sewer, removal of existing pavement
- Drainage improvements include new detention pond and associated storm sewer
- New site improvements include a new parking lot with curb and gutter, and a new pickle ball court
- Work will include excavation, asphalt pavement, catch basins, storm manholes and inlet structures, storm sewer pipe, curb and gutter, and all necessary restoration

2b. Relevant Experience

Representative Projects

Transportation									
Year	Municipality	FAU Project	Construction	Engr.	Reference	Phone	Email	Type	Total
2025	Glenwood	187th & Ch Hts.-Glenwood Road Reconstruction	\$3,095,000	E1, E2, E3	Toleda Hart	708.753.2309	thart@villageofglenwood.com	Fed Aid	\$3,095,000
2025	Itasca	Devon/Park/Pierce Intersection Improvements	\$2,825,000	E1, E2, E3	Mike Subers	630.773.2455	Mike.Subers.msubers@itasca.com	Fed Aid	\$2,825,000
In Progress	Alsip	131st Street - Pulaski Road to Kedzie Avenue	\$9,100,000	E1, E2	John D. Ryan	708.385.6902	jryan@villageofalsip.org	Fed Aid	\$9,100,000
In Progress	Will County DOT	143rd Street Reconstruction	\$60,000,000	E2	Eric K. Wesel	815.727.8476	ewesel@willcountyllinois.com	Fed Aid	\$60,000,000
In Progress	Hazel Crest	171st Street - Dixie to Wood Resurfacing (LAFO)	\$256,000	E1, E2, E3	Dante Sawyer	708.335.9600	dsawyer@villageofhazelcrest.com	Fed Aid Rsf	\$256,000
In Progress	Romeoville	135th Street - Weber to IL 53 Resurfacing (LAFO)	\$2,696,500	E2, E2	Dawn Caldwell	815.886.7200	dcaldwell@romeoville.org	Fed Aid Rsf	\$2,696,500

Motor Fuel Tax (MFT) Maintenance						
Year	Municipality	MFT Project	Construction	Reference	Phone	Email
2025	Midlothian	2025 Motor Fuel Tax (MFT) Street Resurfacing	\$765,000	Tye Swanson	708.389.9658	tswanson@villageofmidlothian.org
2025	Lansing	2025 Motor Fuel Tax (MFT) Street Resurfacing	\$1,700,000	Dan Podgorski	708.895.7200	dpodgorski@villageoflansing.org
2025	Alsip	2025 Motor Fuel Tax (MFT) Street Resurfacing	\$1,100,000	John D. Ryan	708.385.6902	jryan@villageofalsip.org
In Progress	Hickory Hills	2026 Motor Fuel Tax (MFT) Street Resurfacing	\$670,000	Susan Lehr	708.598.7855	SLehr@hickoryhillsil.org
In Progress	South Holland	2026 Motor Fuel Tax (MFT) Street Resurfacing	\$1,850,000	J. Wynsma	708.210.2900	jwynsma@southholland.org

Water Main						
Year	Municipality	Water Main Project	Construction	Reference	Phone	Email
2024	Romeoville	135th Street Water Main Replacement	\$830,000	Chris Drey	815.886.1870	cdrey@Romeoville.org
2025	Lansing	Chicago Avenue Water Main Replacement	\$1,100,000	Dan Podgorski	708.895.7200	dpodgorski@villageoflansing.org
2025	Itasca	Ardmore Avenue & Baker Drive Water Main Replacement	\$2,450,000	Mike Subers	630.773.2455	msubers@itasca.com
In Progress	Frankfort	Hawthorne Drive & Heather Lane Water Main Improvements	\$900,000	Zach Brown	815.469.2177	zbrown@frankfortil.org
In Progress	Harwood Heights	Forest Avenue Water Main Replacement	\$5,700,000	Ron Maslo	708.867.7206	maslor@harwoodheights.org

Inflow/Infiltration					
Year	Municipality	I&I Project	Reference	Phone	Email
2026	South Holland	Sanitary Sewer Smoke Testing	Mike Cramer	708-339-2323	Mike.Cramer.mcramer@southholland.org
2025	Romeoville	2025 Storm Sewer CIPP	Chris Drey	815-886-1870	Chris.Drey.cdrey@Romeoville.org
2025	Western Springs	Cured-In-Place Pipelining Design & Construction	Matt Supert	708.246.1800	Matthew.Supert.msupert@wsprings.com
2025	Libertyville	2025 Dyed Water Flooding	Jeff Cooper	847-918-2105	Jeff.Cooper.jcooper@libertyville.com
2025	Itasca	2025 Sanitary Manhole Rehabilitation	Mike Subers	630-773-2455	Mike.Subers.msubers@itasca.com

Storm Water						
Year	Municipality	Water Main Project	Construction	Reference	Phone	Email
2024	Lansing	North Creek Drainage Study & Culvert Replacement	\$1,850,000	Dan Podgorski	708.895.7200	dpodgorski@villageoflansing.org
2024	Glenwood	George Arquilla Park Levee - Flood Protection Project	\$5,000,000	JR Patton	708.753.2311	jpatton@villageofglenwood.com
In Progress	East Hazel Crest	Lathrop Avenue Storm Sewer Improvements - DCEO	\$1,300,000	Patricia Lazuka	708.798.0213	admin@easthazelcrest.com
In Progress	Wood Dale	Wood Dale Ward 1 Storm Water Improvements	\$3,200,000	Alan Lange	630.350.3530	alange@wooddale.com
In Progress	Tinley Park	Kimberly Heights Drainage Improvements	\$2,700,000	John Urbanski	708.444.5500	jurbanski@tinleypark.org

2b. Client Reference Letters



Itasca Public Works Department
411 N Prospect Ave
Itasca, IL 60143
630/773-2455 – fax 630/773-9856
www.itasca.com

June 17, 2026

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

Attn: Diana Puga, Municipal Services Coordinator

Re: Robinson Engineering, Ltd. (Robinson)

Dear Ms. Puga,

We understand how critical it is to secure engineering services from a reputable, highly competent, and reliable firm; we would classify Robinson this way.

Robinson Engineering has been our Village engineer since 2013. Our experience working with them solidifies that as being the best decision for our community. We see, every day, that they work diligently on our behalf and with our best interests in mind, are extremely knowledgeable, have extensive municipal experience, have been vital to the Village's infrastructure maintenance and planning efforts, essential partners in securing funding for various projects, and have become an integral part of our municipal infrastructure initiatives. In addition to attending board meetings, we appreciate the way that they continually inform and interact with all stakeholders throughout every project through design, bidding, and construction observation and meet the Village's expectations and deadlines. Robinson always has the best interest of the Village in mind with their designs and their approaches and solutions to projects and issues within the community.

Robinson has also been an integral partner in the development and implementation of our Capital Improvement Projects and programs and assists us in the development of our CIP.

A few key initiatives include:

- Preparation of Village-wide drainage studies
- Roadway and Infrastructure Improvements to urbanize the North side of the community
- Securing funding and implementation of lead water service line replacements
- Securing Surface Transportation Program (STP), IEPA low-interest loan, and DCEO funding opportunities

Robinson also provides a full range of professional municipal services for the Village, including: Planning, Road Programs, Infrastructure Maintenance, Transportation, Water, Wastewater and Stormwater engineering, Wastewater Pretreatment Program, Engineering Studies, Sidewalks & ADA compliance, Surveying Services, Municipal Engineering (Daily Consultation), Development, Site Plan and Single-Family Home Reviews, and Funding Opportunities and Grants.

We are extremely pleased with Robinson Engineering's level of consistent professional service and have absolutely no hesitation in recommending them.

Sincerely,

Michael Subers, Director of Public Works
(630) 773-2455 /msubers@itasca.com

June 17, 2026

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

Re: Robinson Engineering, Ltd.

Dear Ms. Diana Puga:

The Village of Romeoville appointed Robinson Engineering as its Municipal Engineer in 1970 and the firm has remained a vital partner to the Village ever since. Through a professional working relationship built over more than five decades, Robinson Engineering has become an extension of our own staff, working closely with us day to day from our Public Works facility.

We have placed our trust in Robinson Engineering knowing that the firm consistently looks out for the Village's best interests. Their work has included planning, designing, and managing infrastructure projects on time and within budget; reviewing proposed residential, industrial and commercial developments; securing grant and IEPA low-interest loan funding opportunities; and helping to ensure that Village infrastructure – including transportation, water, wastewater, stormwater, and ADA pedestrian access routes - meets or exceeds applicable compliance requirements.

We have relied on Robinson Engineering's municipal expertise in every facet of the Village's growth over the last 50 years and can confidently say that the Robinson Engineering and this long-standing relationship has been a vital part of the Village's success.

We credit Robinson Engineering for the excellent position the Village is in today and recommend the firm to provide municipal engineering services to the Village of Western Springs without hesitation.

Sincerely,



Chris Drey, Director of Public Works
(815) 886-1870
cdrey@Romeoville.org

615 Anderson Dr. | Romeoville, IL 60446 | tel: 815.886.1870 | fax: 815.886.3596 | www.romeoville.org

MAYOR

John Noak

CLERK

Dr. Bernice E. Holloway

TRUSTEES

Linda S. Palmiter

Jose (Joe) Chavez

Brian A. Clancy Sr.

Dave Richards

Ken Griffin

Lourdes Aguirre

**PUBLIC WORKS
DEPARTMENT**

VILLAGE OF
FRANKFORT
EST•1855

June 17, 2026

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

RE: Reference Letter on behalf of Robinson Engineering, Ltd.

Dear Ms. Puga,

We are happy to provide this letter on behalf of Robinson Engineering, our appointed Village Engineer since 1996, a trusted, reliable, professional, successful, and dedicated partner to the Village.

In addition to daily consultation, Robinson manages multiple infrastructure projects at any given time, working directly with Village Staff to ensure that these projects are always in the Village's best interest, within our capital improvement vision and goals, are completed in a timely manner, and, of course, best serve our residents.

Most recently, Robinson completed our Award-Winning \$3.75M Pfeiffer Road extension project which included extending a 2-lane, urban roadway with a landscaped median and a multi-use path, new sidewalk, street lighting, a water main extension and a modernized traffic signal at the US Route 30/Pfeiffer Road intersection. This project also included wetland mitigation and was partially funded by DCEO funds. Robinson provided all the design, surveying, and construction engineering services for this extremely important improvement for the Village.

The Village has also recently completed the construction phase of a new \$5.7M fresh water well with a water treatment plant improvement that Robinson designed and is doing the construction engineering services for.

Over the course of the past four years, Robinson has designed and performed construction engineering services for 38 miles of roadway resurfacing/rehabilitation work totaling \$26.4M, 11,000 lineal feet of water main replacements totaling \$3.7M, and the construction of 2 new downtown parking lots totaling \$1M, as well as many other projects.

Besides handling the majority of the Village's infrastructure improvement projects, Robinson assists with almost all the commercial/industrial plan reviews as well.

We have been extremely pleased with our relationship with Robinson Engineering and consider them to be a valuable resource towards the Village's continued success.

Sincerely,



Terry Kestel
Superintendent of Public Works

432 W. NEBRASKA STREET FRANKFORT, IL 60423 (815) 469-2177 FAX (815) 469-7999 WWW.FRANKFORTIL.ORG

MAYOR *Keith Ogle* VILLAGE CLERK *Katie Schubert*

VILLAGE TRUSTEES *Adam Borrelli Michael Leddin Jessica Petrow Maura Rigoni Daniel Rossi Eugene Savaria*

- c. **Capacity of Firm.** We understand the unique characteristics of each local community we serve, including the importance of their community development initiatives, funding challenges for local infrastructure, and seemingly endless unfunded mandates. We blend our decades of technical infrastructure experience with honed municipal expertise to provide a level of community commitment that is **beyond engineering**. We commit to having the required resources and manpower available for the Village's project and are confident that our proposed team brings the best combination of technical expertise, project management value and professionalism required to successfully fulfill the Village's objectives. We have developed sophisticated internal project management systems and databases over our 89-year history that enable us to effectively manage workloads, allocate resources, and meet project schedules for all of our client communities.
- d. **Unique Characteristics.** Our firm's approach to serving the community involves the assignment of a primary liaison engineer that would be responsible for being the day-to-day contact for the Village's engineering needs. The primary liaison engineer is well-versed in all engineering and related services that we offer to our clients, including transportation, water, sewer, stormwater, and construction engineering. Our client managers and project engineers, as shown in the organizational chart and resumes, bring a breadth of knowledge and dedication in design engineering and construction observation.
- e. **Errors & Omissions.** Professional liability coverage is provided through Certain Underwriters at Lloyd's of London under Policy No. ANE1327, with a policy term effective November 3, 2025 through November 3, 2026. The policy provides limits of \$5,000,000 per occurrence and \$5,000,000 in the aggregate.
- f. **Subcontractors.** Robinson is fully capable of providing the municipal engineering services outlined in the Request for Qualifications (RFQ) with existing in-house personnel, enabling us to exert necessary project controls for the overall quality of a project. Our professionals are equipped with the knowledge and experience to support your team. We go beyond the standard civil engineering services to help municipalities accomplish their goals for the future.
- g. **Municipal Clients.** Robinson is proud of our continued growth in the municipal engineering industry while remaining committed to providing exceptional service to all our client communities. Providing unparalleled municipal expertise for our clients has enabled us to establish and foster longstanding client relationships. Below please find the list of municipal clients that we have represented within the last five years, some of which we have represented for the last five decades.

Alsip	Hickory Hills*	Phoenix
Berwyn	Island Lake	Richton Park
Braidwood*	Itasca	Robbins
Burnham*	Kimberly Heights Sanitary District*	Romeoville
Calumet Park*	Lansing	Sauk Village
Country Club Hills	Lombard	Schiller Park
Crest Hill	Lynwood	South Holland*
Crete	Manhattan	South Lyons Township SD*
Dixmoor	Matteson	South Palos Township SD*
Dolton*	Merrillville	Steger*
Dyer Park Board*	Merrillville Stormwater Utility	St. John*
East Chicago	Merrillville Conservancy District	Thornton*
East Hazel Crest	Merrionette Park*	Tinley Park
Frankfort	Midlothian*	Watseka
Gary	Monee	Waukegan
Gilberts	Norridge	Wonder Lake
Glenwood	North Barrington*	Wood Dale
Hazel Crest*	Peotone	Worth

2i. Robinson will provide additional information regarding our ability to complete any assigned work upon request.

* Appointed Municipal Engineers



2025 APWA Project of the Year

Robinson
ENGINEERING
Signature Project

[Click photo to view video](#)

Pfeiffer Road Extension, US Route 30 to Colorado Avenue

Village of Frankfort, IL

Construction Cost

\$3,750,000

Phase II \$200,000

Phase III \$200,000

Completed: 2024

Client:

Terry Kestel, PW Superintendent

(815) 412-2433

tkestel@frankfortil.org

Overview

- Extended a 2-lane, urban roadway cross section with a landscaped median
- Extended a multi-use path, new sidewalk, street lighting system and 12" water main
- Modernized traffic signal at US Route 30/Pfeiffer Road intersection

Scope

- Provided design engineering and construction observation services
- Wetland mitigation/purchase of In-Basin wetland bank credits
- Obtained dedication of four acres of property
- Secured DCEO funding, in collaboration with the Village
- State DCEO Grant - \$750,000 / Rebuild Illinois funds - \$1,170,000
- Village Funded: Wetland Bank (\$309,600) / Construction (\$1,830,000) / Engineering - \$400,000

Results

- Improved traffic flow and connectivity in the Village
- Completed bike trail connection to Old Plank Road Trail
- Enhanced opportunities for economic development



Harmony Square Roadway, Utility & Street Lighting Improvements

Village of Tinley Park, IL

Construction Cost
\$4,700,000

Completed
2025

Client
Colby Zemaitis, PE, CFM
Assistant PW Director
(708) 444-5516
czemaitis@tinleypark.org

Overview

- Harmony Square is a new multi-use plaza on 1.6 acres in the heart of Downtown Tinley Park that includes a synthetic turf lawn, a water feature, a 30x50' concert stage, fire pits, a synthetic ice rink in the winter, with curling lanes, a gateway pergola, and many other amenities.
- The project included reconstruction of 4 blocks with curb & gutter, storm sewer, sidewalk, and street lights, removal and replacement of 2,500 lineal feet of water main, construction of 3,400 lineal feet of sidewalk, various sanitary sewer manhole repairs, and installation of 24 new light poles and fixtures.

Scope

- Prepared plans, specifications and bidding documents for all of the off-site roadway and utility improvements servicing the development.
- Prepared plats of survey and provided all construction layout and observation services.
- Coordinated with geotechnical consultant, Geocon Professional Services, to provide all material testing services.

Results

- Enhanced downtown area and recreational attractions
- Increased opportunities for commercial development



- a. **Knowledge and experience with municipal roadway, sewer, water, and other capital and infrastructure projects, emphasizing top two (2) disciplines.**

For 89 years, Robinson Engineering has provided solutions for transportation, water, wastewater, storm water, and construction management. Our services go beyond traditional engineering and include public works operations, corrosion inspections/coatings management, infiltration/inflow investigations, planning and zoning, and GIS consulting.

We understand the unique characteristics of each local community we serve, including the importance of their community development initiatives, funding challenges for local infrastructure, and seemingly endless unfunded mandates. We blend our decades of technical infrastructure experience with honed municipal expertise to provide a level of community commitment that is ***beyond engineering***.

Robinson places client satisfaction as its paramount goal with every project we undertake. We know through our experience that this is achieved by providing high-quality professional services at agreed-to schedules and within project budgets. A key component of our cost control approach is our dedication to Quality Assurance/Quality Control (QA/QC). We utilize our in-house QA/QC policy during all of our design projects. Our internal policy requires our staff to conduct QA/QC reviews at various points as the project progresses (as opposed to just near the end). Our experience has shown that rigorous reviews at the front end of projects significantly minimize the need for costly change orders or schedule delays during construction. Yes, we design and build infrastructure, but what we really do is help communities grow and thrive.



Simply put, municipal engineering is what we do. We understand the types of challenges confronted by municipalities in balancing public infrastructure needs during the challenging economic times we face together. As appointed professionals in many communities that we represent, we consider it our duty to provide practical, cost-effective solutions to everyday problems, with a can-do dedication to service, viewing no problem too small or too large for us to resolve.

3. Specialized Knowledge / Scope of Engineering Services Sought by RFQ

SOQ for Professional Engineering Services
Village of Western Springs, IL

We recognize the importance of prompt engineering service and effective communication necessary to help communities achieve their 'bigger picture' objectives pertaining to the preservation of environmental areas, economic development, public health/safety/welfare, and constituent service.

Robinson is fully capable of providing the transportation/roadway, sewer, water, and stormwater engineering services outlined in the Request for Qualifications (RFQ) with existing in-house personnel. We have included various resumes showing the vast experience and availability in a wide breadth of projects. Additionally, we have included representative projects demonstrating our firm's municipal experience over the last three years, noting that a far more voluminous description of our firm experience could be provided upon request. Our experience below focuses on Transportation/Roadway Engineering and Sanitary Sewer Evaluation Engineering disciplines.

Transportation/Roadway Engineering Services

Our Transportation Team is experienced in all facets of local roadway projects, including rehabilitation, resurfacing and/or reconstruction of Village roads, curb repairs and replacements, sidewalk repairs/replacements, pavement crack sealing and pavement markings. We manage MFT maintenance programs in dozens of communities annually, with an aggregate construction value exceeding \$25 million, and have helped numerous towns cost-effectively manage their roadway assets over long periods of time through implementation of Pavement Management Systems designed to maximize precious taxpayer dollars while optimizing community-wide roadway pavement conditions. Our team seeks stakeholder input at the beginning stages of planning and design to prioritize areas of need, identify sensitive access issues, minimize disruption to residents and business owners, and effectively manage stakeholder concerns during construction. Robinson has assisted in coordinating a variety of communication platforms during roadway construction projects to keep all stakeholders informed and work with communities to identify which method works best for their community.



Over the past decade, Robinson has designed and overseen the construction of over 160 federally funded transportation projects totaling over \$340 million in construction. Our team completes a variety of projects and tasks to serve our client communities including transportation plans, bike trail master plans, roadway design, bike trails, and funding. We are available to assist the Village in seeking construction funding during the preliminary and design process of each project. Robinson has had significant success in seeking and receiving federal funding for transportation projects, including multi-use trails, and maintains strong working relationships with the West Central Municipal Conference, Central Conference of Mayors, and the Chicago Metropolitan Agency for Planning (CMAP). In addition to the "standard" Federal Surface Transportation Program (STP) dollars (Local and Regional/Shared funds), we envision that projects could benefit from funding through the Congestion Mitigation and Air Quality (CMAQ) program, the Transportation Enhancement Program (ITEP), the Transportation Alternatives Program (TAP), and/or the Highway Safety Improvement Program (HSIP).



For all transportation and roadway projects, Robinson is well versed in IDOT, AASHTO, IESNA, Americans with Disabilities Act (ADA) and Public Right of Way Accessibility Guidelines (PROWAG) requirements. Specific services provided under the umbrella of traffic and roadway engineering are outlined below.

Our traffic engineering staff prepares intersection design studies, multi-stage maintenance of traffic plans, and detour plans to maintain traffic patterns and access during construction. We also assist in right-of-way acquisition and prepare right-of-way and easement documents to assist property negotiation, including preparation of specialty reports documenting anticipated costs for potential "damages to the remainder" of lands to be purchased. Our team of experts also regularly reviews traffic study reports. They will be able to provide opinions and recommendations that are backed by years of experience and a broad spectrum of project knowledge.

Roadway Phase I Engineering Services

Robinson offers a few strategic considerations that will aid our clients in moving effectively, expeditiously, and in a cost-effective manner toward the successful completion of the Phase I Engineering Study for any transportation project. Phase I Engineering consists of the preliminary engineering and environmental studies that will develop and refine feasible alternatives for the improvements, evaluate costs, analyze project impacts and undertake coordination with jurisdictional agencies and the public and other stakeholders. The timeline for preparing Phase I studies for transportation projects depends on project scope and complexity.

All Phase I engineering projects follow the NEPA Process, assuring that there is no significant impact as defined by the National Environmental Protection Act of 1970. All Phase I studies investigate potential environmental impacts through the use of IDOT's Environmental



Survey Request Form process. With the implementation of regulations by the Illinois Environmental Protection Agency (IEPA) in 2010 regarding Clean Construction and Demolition Debris (CCDD), there are additional evaluations that need to be addressed during the Phase I process. As part of the Phase I Study, a Preliminary Environmental Site Assessment (PESA) is prepared by Robinson's staff to document any potential environmental concerns.

Projects funded with federal dollars must not only guarantee that federal design standards are met, but also show that no significant environmental impacts would result as part of the construction of the proposed improvements. Sufficient public input must be obtained during the project study and design phases. Achieving a balance between vehicular and bicycle/pedestrian transportation needs along a roadway corridor, and the associated effects of an improvement on property owners (residential and business) and other stakeholders, is one of many keys to the successful completion of each project. A key component to our Phase I approach is to facilitate early involvement of multiple stakeholders, where potential project concerns can be identified and resolved during the initial tasks of the Phase I Study, rather than incorporated in subsequent design revisions. By virtue of our extensive involvement with managing hundreds of transportation projects, Robinson is well versed in the significance of coordinating and documenting communication with multiple stakeholders. Other steps that are completed in Phase I include early coordination and data collection, field survey and preparation of base maps, geometric studies, draft project development report, and IDOT coordination and public involvement with all appropriate agencies and stakeholders and finally, a Final Project Development Report.

Roadway Phase II Engineering Services

The Phase II Engineering Services consist of the preparation of the contract plans, estimate of probable cost of construction, specifications and other supporting documentation in sufficient detail to secure competitive bids and accomplish the construction of the infrastructure improvements. The contract plans and supporting documents are completed in accordance with the guidelines of our clients, as well as appropriate policies and procedures developed by IDOT for federal-aid projects and their *Local Roads and Streets Manual*. It is standard that special provisions and other supporting documents will be prepared to supplement IDOT's *Standard Specifications for Road and Bridge Construction*. A detailed construction schedule is also prepared and serves as a basis for the completion schedule of the construction phase. Other steps that are completed in Phase II include a topographic/supplemental survey and geotechnical report.



3. Specialized Knowledge / Scope of Engineering Services Sought by RFQ

SOQ for Professional Engineering Services
Village of Western Springs, IL

The field survey work will also document the limits of the apparent wetlands identified in the PDR, if applicable. Our design tasks would also include assisting the Village in securing wetland bank areas as may have been required as part IDOT's approval of the PDR.

Phase III Engineering Services (Resident or Construction Engineering Services – Roadway & Utilities)

Robinson possesses extensive technical construction observation experience implementing a multitude of various funding mechanisms. Our construction staking crew chiefs have each been employed by Robinson for over 20 years, assuring our client communities with experienced interpretation of construction plans and effective conflict resolution. Most of our resident engineers (REs) and technicians possess 20+ years of construction experience and/or related college degrees. Our crews are well-versed in IEPA construction standards, IDOT Standard Specifications for Road & Bridge Construction, IEPA specifications for Water & Sewer Construction in Illinois, and with local design standards in the communities they serve.



Our resident engineers and staking crews are assertive in assuring that contractors perform quality work and maintain project budgets. Constructing local improvements within existing residential neighborhoods and developed commercial areas, demands recognition of the unique service and access requirements of each stakeholder, the need for proactive communications with these stakeholders, and advance coordination with private utility companies. Our construction staff is well-versed with the formal documentation requirements of numerous funding agencies, implementing dozens of projects funded each year. Our crews are equipped and trained to use state-of-the-art Total Station survey equipment and GPS receivers. Each crew and all inspectors utilize smartphones and/or laptop computers that provide for seamless project communications.

Through decades of experience, our field crews have optimized efficiencies in performing construction layout activities and are effective in managing their activities to be present at the key points in the project, coordinate material testing, and organize their documentation to get projects closed in a timely fashion. They are also adept at recognizing faulty contractor procedures that may lead to poor quality pavement, drainage problems and/or related construction quality issues, and strive to take a proactive role in correcting such deficiencies as early as possible in order to prevent costly rework. Our resident engineers are very capable communicators with not only the construction personnel doing the work but with community officials and the public at large. We handle additional typical aspects of this work also, including preparation of inspection reports, responding to requests for information and review of contractor submittals, shop drawings, change order and pay requests.



Some communities perform inspection services with in-house personnel and rely on us only for construction staking, while others enlist Robinson to oversee the entire project in the field. Some communities demand full-time construction observation, others only periodic inspections. We're capable and comfortable working in whichever capacity is desired by our client communities.

Sanitary Sewer Evaluation

Our approach to the sanitary sewer system evaluation program services draws upon our extensive sewer system evaluation survey (SSES) experience. We are well prepared to assist Western Springs in successfully achieving its infiltration and inflow (I/I) reduction goals. **Our approach will maintain an overriding sense of purpose to provide the highest level of service to meet the Village's objectives.** By virtue of our long-standing appointment to dozens of communities, Robinson Engineering, Ltd. (Robinson) is well-versed in all stages of SSES and sewer rehabilitation programs, having completed more than 1,250 related projects since the 1980s. Our vast experience will enable Robinson to provide Western Springs with the necessary project management expertise for this important program.



Our program approach begins like many Robinson projects do by meeting with staff, learning what their specific goals for the sewer system evaluation program are, confirming those goals and the timeframes for accomplishing them and putting them at the forefront of our program planning strategy. Our goal is to immediately become an extension of Village staff and their trusted sewer system experts, ready to begin work and consulting on this very important program. One of the cornerstones of Robinson's overall work plan will include effective communications throughout the entire program duration, which will be a priority to establish during the initial program kick-off meeting. We also envision conducting the following other detailed activities:

Program Initialization. Robinson will schedule a kick-off meeting and/or meetings with the Village to review available sewer system data, discuss project scope, establish lines of communication, and to set the program schedule. Throughout the program, Robinson will communicate any program needs as well as provide status updates to the Village.

This kick-off meeting will enable us to better familiarize ourselves with important features throughout the Village, review sanitary sewer maps, GIS data and other available information to enable our staff to quickly learn about the Village's sewer system, priority needs, and any "hot spot" areas prone to surcharging, overflows, basement backups, or other problems.

SSES Field Investigations. Robinson owns, maintains, and uses smoke testing and dyed water flooding equipment to perform investigations to detect and quantify I/I sources. We also perform manhole inspections, house to house inspections, and conduct GPS locates for purposes of linking spatial field data to GIS-based asset management programs. Experienced in-house crews from Robinson can perform manhole inspections, smoke testing, dyed water flooding and building inspections, as desired by Western Springs. We also take digital photographs to document sewer flow and surface conditions throughout the project duration.



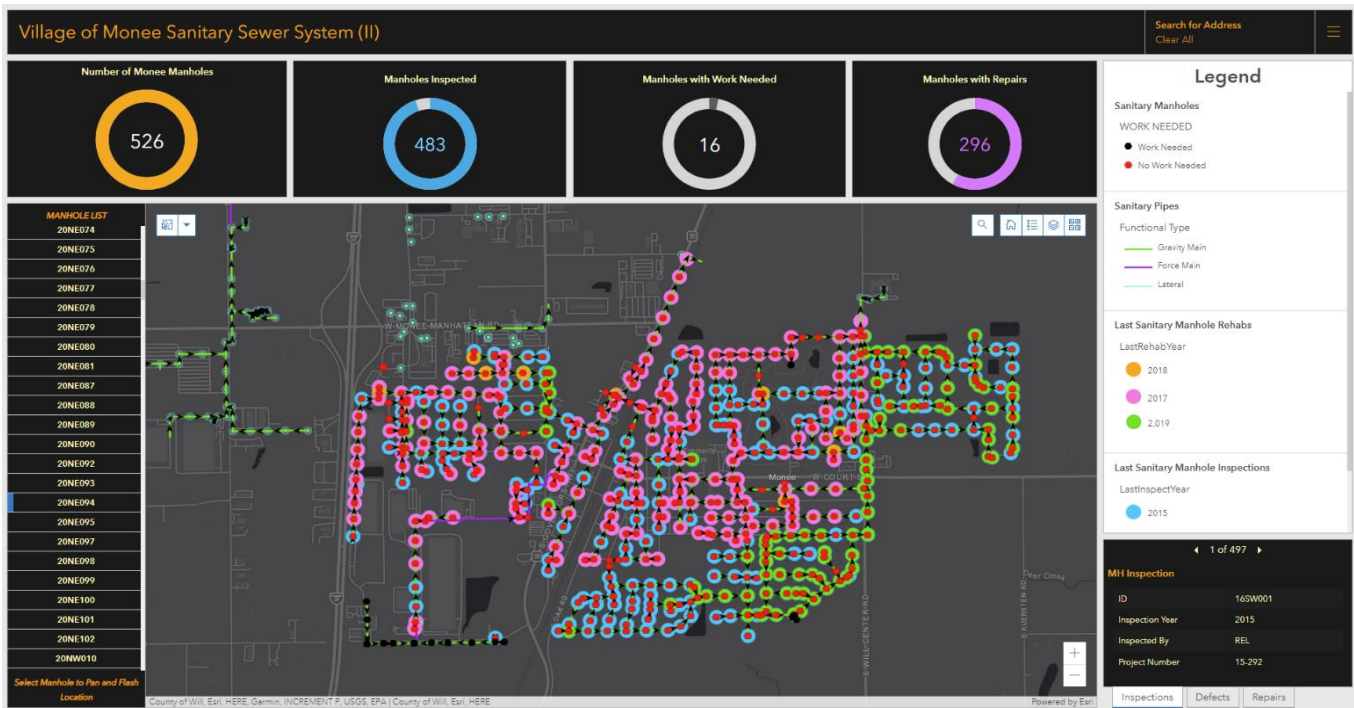
Digital Data Collection & Real-Time Viewing Platform. Field data is collected using Environmental Research Institute's (ESRI's) proprietary "Field Maps" application on iPads. This data is immediately available through online GIS dashboards and/or weblinks created by Robinson in ArcGIS Online. This enables our clients to track daily progress, view photos and GPS located defects as well as provides the ability to query for count, location, and other specific attributes about the deficiencies and data being collected. The Village will be

3. Specialized Knowledge / Scope of Engineering Services Sought by RFQ

SOQ for Professional Engineering Services
Village of Western Springs, IL

given login usernames and passwords to access GIS dashboards for easy viewing of collected data; and more advanced users can be given permissions to export data for the development of tasks or work orders.

As shown in the example below, Robinson has developed a platform for an easy-to-use display of manhole inspection and rehabilitation data tracking of the completed sewer system work, including item details such as count of total manholes, years manholes were inspected (including the inspection data and the digital inspection photos), as well as which manholes had defects and in which year the rehabilitation work was completed. The software in use for this platform is from ESRI, the industry leader in geographic information systems, and is intuitive even for beginning users. All this work is performed in-house by Robinson personnel.



Manhole Inspections. Manhole inspection data, including inspection date, GPS location, street address & ground surface conditions, manhole depth, incoming & outgoing pipe locations and diameters, construction type (precast, brick, block, etc.), frame/lid type, and manhole conditions will be recorded for each structure inspected. Typically, manhole defects consist of frames and lids subject to inflow, leaking manhole frame adjustments, walls or bench/inverts, or defective manhole steps that can allow infiltration and/or pose potential safety risks. All manhole data and recommended repairs will be collected digitally and uploaded immediately into the web dashboard that can be easily accessed online and/or transferred to the Village's Geographic Information System or other database.

Smoke Testing. Smoke testing as needed by the Village would be similarly conducted by experienced in-house staff consisting of a 3 to 4-person smoke testing crew using dual "Hurco Ripcord" smoke blowers for each setup. These blowers output nearly 4,000 cubic feet per minute of airflow each, allowing for maximum identification of sewer deficiencies. Only "Hurco" non-toxic liquid smoke will be used for testing and the placement of blowers at the optimal distance of approximately 400-500' apart for each setup. Where needed, Robinson crews sandbag incoming lines to restrict airflow/smoke to the segment being tested.

This work is typically best performed during the summer months during low groundwater conditions to allow for the best opportunity for smoke to visibly emanate through soils surrounding leaking sanitary sewer pipes, service laterals and manholes. Most often, smoke testing is useful in identifying private sector deficiencies such as downspouts, cleanouts, window wells and footing drains connected to the sanitary sewer system. As such, it is important to properly notify property owners, as well as local fire and police departments, of this activity in advance. Smoke testing results are also collected digitally and uploaded immediately to the web dashboard that can be

accessed online or provided as a deliverable to the Village's Geographic Information System or other database. Village staff can see daily progress as it unfolds, viewing photos and location details as the data is being collected. For each defect, a digital photograph, drainage area and GPS locates will be provided.

Dyed Water Flooding. Dyed water flooding is a follow-up investigation to large smoke testing inflow sources identified such as cross connected storm inlets, catch basins, storm ditches and culverts. This method is used to pinpoint and quantify the defect and to provide recommendations for repairs. Robinson conducts dyed water flooding in conjunction with a CCTV inspection either performed by Village televising crews or a sub-contracted sewer televising contractor. Each inflow source is documented on video, assigned a flow value, and provided with a specific repair recommendation. Additionally, dyed water flooding includes taking pre-flood and peak-flood flow measurements to allow for quantification of the variable volumes of inflow being contributed at each setup which can then be used for prioritizing defects for repair.

Capacity to Complete Project in Timely Manner. Robinson possesses the expertise and dedication to provide the required staffing resources for the Village's needs. We commit to having the resources and manpower available for the Village's project and are confident that our proposed team brings the best combination of technical expertise, project management value and professionalism required to successfully fulfill the Village's objectives. We have developed sophisticated internal project management systems and databases over our 89-year history that enable us to effectively manage workloads, allocate resources, and meet project schedules for all of our client communities.

Project Management and Meetings. In addition to the project planning kick-off meeting, Robinson will assign a project manager for the duration of each project who will attend any additional meetings with the Village, as necessary, to ensure the success of the project and that the Village's needs are being met. Project status updates will also be provided at the intervals selected at the kick-off meeting or as requested by the Village. With 36 years of sewer investigation and rehabilitation experience, Joseph Sullivan will continue as the designated project manager for these services.

Project Schedule. Robinson Engineering is ready to start upon selection as the Village's sewer system evaluation program consultant. A detailed schedule will be provided for approval by the Village, keeping in mind that much of the SSES work is weather dependent with manhole inspections being ideally conducted in wet-weather conditions, thus allowing for active infiltration sources from groundwater to be present. Smoke testing is best conducted in the dry hot summer months. It is also very important that we wrap up the SSES reporting early enough each year for the Village to report on the MWRD annual summary reports and to put the recommended rehabilitation plans into their fiscal year budgets and to be ready for bidding construction projects early enough the next year to leverage the best pricing from Contractors aiming to ramp up their workload backlog for the year. We recognize the importance of timing in all these phases of the program and will ensure that we deliver on each element of the program in a timely manner.

Water Infrastructure Services

Robinson's water department consists of licensed professional engineers, Class A certified water operators, and NACE certified coating inspectors. Our hands-on operations experience in the water industry enhances our design product as we keep operation, maintenance and equipment selection at the forefront of the decision-making process during design. Our staff approaches each project through the lens of designer, owner, and operator to ensure a more wholistic perspective and project approach. By considering all aspects of the project lifecycle, we will assist the Village in making informed choices; we do not just offer our preferences.

3. Specialized Knowledge / Scope of Engineering Services Sought by RFQ

SOQ for Professional Engineering Services
Village of Western Springs, IL

Our professionals have decades of experience in water system evaluation, planning, design, permitting, funding, startup services, rate setting, and operations assistance. We utilize our extensive expertise to efficiently take client community projects from concept to construction, from initial objective to full operation. We also realize and acknowledge that a key component to any successful project are the details; our vast experience with similar projects enables us to recognize and address critical details that can sometimes be overlooked.

However, we know that the true project team includes the Village with Robinson. Our experience has confirmed that collaboration between the community staff and our engineers and operators is a fundamental aspect of successful water infrastructure projects. Robinson will bring our lesson-learned background to every project. We also respect the Village's needs and fiscal realities by topping off all endeavors with an extra dose of common sense, a trait that our clients have long respected.

Robinson's water engineers will actively listen to the Village to understand their needs and goals. Then utilize standard engineering solutions, innovation, technology, and our QA/QC process, along with maximizing the Village's involvement in the decision-making process, to generate the best solution that is specifically tailored for Western Springs.

Tried and true engineering solutions are one tool that can be implemented to solve the Village's infrastructure needs. However, innovative solutions are often needed to better align the Village's infrastructure needs with their fiscal realities. A few examples of Robinson's innovative water engineering efforts and solutions include:

- The USEPA ORD and Robinson developed a working relationship to further enhance lead service line inventory predictive modeling in an effort to reduce modeling and inventory development costs for communities.
- Increased the height of an existing water tower to eliminate a community's water system hydraulic issues and allow the water system to operate on a single pressure zone.

Robinson is continually evaluating and implementing technology in order to best serve the needs of our client communities. For years, Robinson has been:

- Utilizing ArcGIS Online and developing dashboards so client communities can access and see project data in real-time
- Utilizing WaterGEMS to run water system demand scenarios so client communities can make informed decisions about water system needs.

Robinson's role as municipal engineers in many fully developed communities have had us involved in annual watermain replacement programs for numerous towns annually the past 25 years. This has also involved the rehabilitation and/or replacement of numerous water pumping stations, storage/treatment facilities and SCADA systems. Several of these projects have also won APWA Project of the Year over the past 20 years. We take pride in being able to perform the design, permitting and construction oversight of these important programs effectively and efficiently year in, year out. Our approach often includes developing alternate bid proposals designed to inject multiple layers of competition into the bid process, helping our clients maximize their maintenance dollars to the fullest extent possible.

Stormwater Engineering Services

Robinson recognizes the importance that drainage has with nearly every municipal and private development project. We use a comprehensive approach and implement practical solutions to projects from minor backyard drainage problems to large-scale watershed flood studies. We use a variety of computer modeling applications for designing and evaluating stormwater management plans, storm sewer systems and corrective drainage measures. We have extensive experience with various design standards and ordinances in the region, having assisted in the development of several municipal ordinances, and regularly sit on local drainage committees. Our design approach to stormwater



3. Specialized Knowledge / Scope of Engineering Services Sought by RFQ

SOQ for Professional Engineering Services
Village of Western Springs, IL

consists of making *every reasonable effort to satisfy all stakeholder concerns, while understanding budgetary constraints*. We will strive to approach any stormwater project as a collaborative effort with the Village to ensure that objectives are fully met, while effectively managing resident expectations.

As technology changes and trends shift, Robinson keeps pace and remains on the cutting edge with stormwater components such as water quality design, Best Management Practices and Green Infrastructure. Over the years, our Stormwater Team has worked with our clients to incorporate Best Management Practices into a variety of projects and assist communities in becoming stewards and leaders in green infrastructure. Projects include installation of rain gardens along the right-of-way, conversion of detention ponds to wetland facilities, use of permeable pavers, native plantings for slope stabilization, and installation of bioswales.

b. Knowledge and experience with Motor Fuel Tax (MFT) funded projects

In the last decade, our transportation teams have managed design and construction engineering for over \$70 million in Motor Fuel Tax (MFT) projects, plus over \$350 million in federally funded transportation projects and pedestrian facilities. Robinson is well versed in the entire MFT process from assisting municipalities with preparing and submitting BLR 14222 (Local Public Agency General Maintenance Estimate of Maintenance Costs), passing BLR 14220 (Resolution for Maintenance Under Illinois Highway Code) through the Village Board, executing BLR 05520 (Maintenance Engineering to be Performed by a Consulting Engineer), obtaining IDOT approval through the Bureau of Local Roads and Streets, and finally obtaining approval of BLR 14222 (Local Public Agency General Maintenance). This process is followed for street resurfacing programs, crack sealing, and general material purchase. Should MFT funds be expended on a roadway improvement project that requires a Section Number to be assigned by IDOT in addition to the General Maintenance Section Number, Robinson is familiar with the IDOT submittal and approval process for these types of projects as well.

c. Knowledge and experience with county, federal and state grant funded projects

Robinson has been actively involved in securing federal transportation funding for over three dozen client communities since 1980, helping to implement nearly \$1 billion in local roadway projects over the past 40 years, including \$350 million in the last decade. Over the same timeframe, we've also assisted numerous communities secure over \$200 million in grants and low interest loans from IEPA for various water and wastewater projects. A decade ago, we helped numerous communities prepare in advance for the federal ARRA stimulus bill by quickly readying dozens of 'shovel-ready' projects for Chicagoland communities. We are consistently working with multiple communities on applications for state capital bill funding from DCEO, and readying additional projects for prompt action should funds become available. We have implemented projects using every conceivable funding program through the federal STP umbrella (CMAQ, ITEP, TAP, BRRP, HSIP, etc.), and State of Illinois (Build Illinois, DCEO, EDP, IEPA, etc.), and in many cases have organized the funding of multi-jurisdictional projects utilizing multiple funding sources to minimize or in some cases eliminate costs borne by the local municipality.



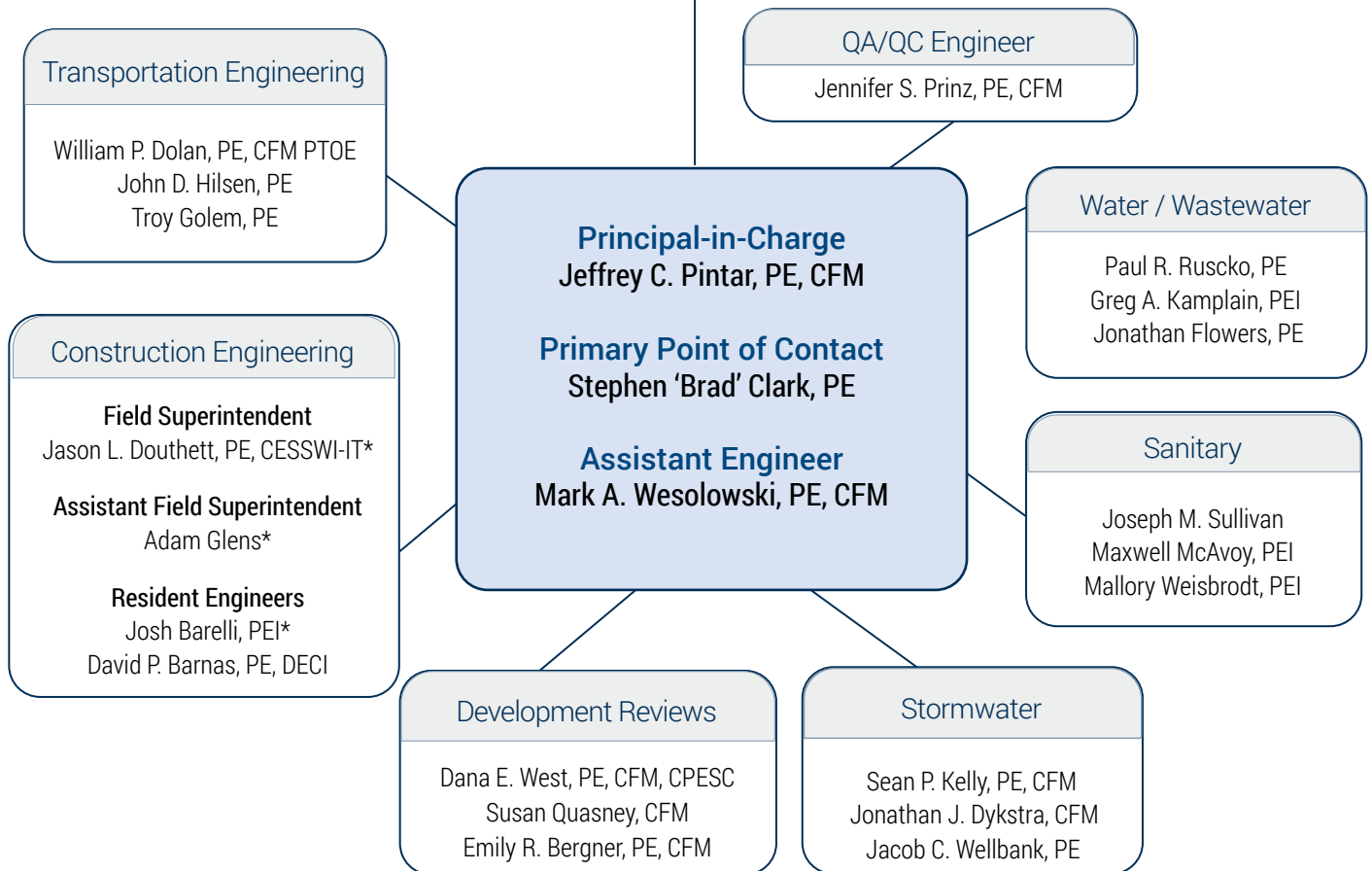
In 2009, while our client communities were in the throes of the Great Recession, we took the proactive approach to hire a full-time grant writer at Robinson to focus not on traditional infrastructure funding opportunities to which were already accustomed, but to pursue dozens of other grants for non-engineering related items that could alleviate unprecedented pressures on local municipal budgets. We helped secure grants for numerous police vests, fire trucks, parks, libraries and museums, computers and a variety of economic development initiatives which did not result in an engineering design project – another example of our dedication to client service **BEYOND ENGINEERING**.



Our municipal engineers are also very familiar with planning projects in concert with TIF Districts, Opportunity Zones, Special Service Districts and a variety of other funding opportunities. We've also been very successful in assisting client communities collecting developer contributions for future traffic signals, roadway improvements, and other infrastructure elements that are marginally associated with the frontage of an individual development. Similarly, we've also aided municipalities in alleviating the cost of initiating growth-related infrastructure improvements by setting up recapture agreements for municipalities.



Professional Engineering Services





Jeffrey C. Pintar, PE, CFM
Director of Municipal Services
Principal-in-Charge
Frankfort Office
PE # 062059466
Ph (708) 218-4921
jpintar@reltd.com

Professional Profile. Jeff began his Robinson career designing and managing various federal, state, and local transportation projects before shifting focus to client management. As the primary point of contact, he is responsible for working directly with Village staff to ensure projects are completed on schedule and within budget. Jeff has assisted municipalities with developing and implementing Capital Improvement Plans for sewer and water as well as transportation related projects. As Director of Municipal Services, Jeff focuses on training and development of municipal engineers and involved in the oversight of the Planning and Development, Geographic Information Services (GIS), Infiltration/Inflow, Utility Contract Operations, and Environmental Services departments.

- 24 years of engineering experience
- Prepared grant applications and secured STP Federal and DCEO Downtown & Main Streets funding for \$3M pavement rehabilitation and streetscape projects for Ridge Road in Lansing
- Recognized by FRA as technical expert in quiet zone analyses, performing over 25 in conjunction with the Federal Railroad Administration, Illinois Commerce Commission, IDOT, and various counties and railroads

Role. Jeff will serve as Principal-in-Charge, providing executive-level oversight and contract administration, ensuring projects are delivered on-time and within budget.



Stephen 'Brad' Clark PE
Primary Point of Contact
Itasca Office
PE #062055685
(815) 412-2709
brad.clark@reltd.com

Professional Profile. A Senior Project Manager, Brad provides municipal engineering design services and project management for municipal infrastructure projects. He has assisted municipal clients with the review of proposed development projects, prepared annual and 5-Year programs, participated in the formation of storm water management ordinances, assisted in the completion of comprehensive planning, and applied for and obtained funding for capital improvements.

- 28 years of experience in civil engineering design and municipal client management
- Strong project experience related to the design and construction of roadway improvements, sanitary and storm sewer projects, storm water management, water main distribution systems, and documentation of construction projects
- Has served as designated Client Manager for Norridge and Forest View for more than 20 years.

Role. Brad will serve as Primary Point of Contact to Village staff at every level, ensuring resources, project timelines, engineering consultation, serving as a liaison between the Village and our assigned resources.



Mark A. Wesolowski, PE, CFM
Itasca Office Manager
Stormwater Dept. Manager
PE #062054598
(815) 412-2710
mwesolowski@reltd.com

Professional Profile. Mark is highly proficient in stormwater management, elevating him to be Robinson's Stormwater Department Manager. He has designed and permitted numerous storm water detention systems, large diameter storm sewer projects and has both designed and reviewed site grading plans for developments meeting development standards for client communities. Mark also provides analysis and design of existing and proposed hydrologic and hydraulic models for floodplains and floodways, detention, overland flood routing, and compensatory storage calculations.

- Over 30 years of stormwater engineering experience
- Designs stormwater infrastructure for project ranging from simple culvert replacements to 300 acre subdivisions involving stormwater detention, floodplain, floodway, IDNR Permitting, USACOE permitting, FEMA letters of map revisions and amendments
- Professional Affiliations: American Society of Civil Engineers (ASCE); Illinois Association for Floodplain and Stormwater Management (IAFSM); Illinois Society of Professional Engineers (ISPE); National Society of Professional Engineers (NSPE)

Role. As Robinson's Itasca Office Manager, Mark will assist Brad to ensure resources are allocated to meet project deadlines. Mark will serve as Secondary Point of Contact to Village staff as needed.

Jeffrey C. Pinter, PE, CFM

Director of Municipal Services

Mr. Pinter, with 24 years of experience, is Director of Municipal Services; responsible for technical guidance, workload management and development of Robinson's municipal engineers. He also manages Robinson's Planning and Development, Geographic Information Services (GIS), Infiltration/Inflow, Utility Contract Operations, and Environmental Services departments. Mr. Pinter also serves as a Project Manager responsible for both federally funded and local transportation, sewer and water projects; and as Municipal Engineer for the Village of Lansing, and the Village of Richton Park where he is currently the grant administrator for DCEO and Invest in Cook projects.

Municipal Engineering

As a municipal engineer, responsibilities span daily engineering consultation and assistance to major community engineering projects.

- Assisted in public space planning for large and small municipal projects
- Designs and manages roadway reconstruction and resurfacing projects utilizing federal and local funds
- Designs/managed sanitary sewer, storm sewer and watermain improvement projects
- Assesses localized flooding and assisted in flood mitigation projects
- Manages NPDES MS4 program
- Performs plan reviews for compliance with subdivision and stormwater management ordinances
- Assisted and designed downtown pedestrian lighting and streetscape
- Designed and managed multi-use paths and playground installations
- Managed I/I program for municipalities within MWRD jurisdiction
- Presented engineering projects at Committee and Municipal Board meetings
- Written grant applications for STP-L, HSIP, CDBG, DCEO, MWRD Stormwater and Invest in Cook grants
- Managed IEPA low interest loan project
- Managed USACE Section 219 and Section 205 projects

Project Design & Management

Design and manage all facets of civil engineering infrastructure projects.

• Richton Road Extension	Richton Park	\$1,000,000	2026
• DCEO Street Resurfacing Program	South Chicago Heights	\$250,000	2026
• Lansing Public Works Facility	Lansing	\$1,830,000	2025
• Ridge Road LAFO Resurfacing	Lansing	\$1,800,000	2024
• Bernice Road LAFO Resurfacing	Lansing	\$1,794,000	2024
• MWRD North Creek Culvert Replacement	Lansing	\$1,600,000	2023
• Oakwood Estates ARPA Water Main Replace	Lansing	\$3,400,000	2022
• Fox Pointe Parking Lot Expansion	Lansing	\$650,000	2022
• 192 nd Pl/193 rd St Water Main & Road Recon.	Lansing	\$735,000	2021
• IHDA Grant Residential Home Demolition	Lansing	\$500,000	2020
• Wentworth Avenue LAFO Resurfacing	Lansing	\$840,000	2020
• I/I Manhole Rehabilitation and Sewer Lining	Lansing	\$450,000	2019
• Fox Pointe Amphitheater & Open Air Pavillion	Lansing	\$5,500,000	2018
• Riverbank Stabilization and Levee Repairs	Lansing	\$800,000	2017

Quiet Zone Analyses (2005-Present)

Has performed over 25 quiet zone analyses in accordance with Federal Railroad Administration guidelines and has designed and managed roadway improvements necessary for Quiet Zone implementation. Has extensive knowledge of the quiet zone process including the Notice of Intent, Diagnostic Review and Notice of Establishment. Quiet zone projects include coordination with multiple federal, state, and local government agencies along with various railroads. Assisted municipalities in establishing seventeen 24-hour quiet zones.

Contact

Phone (708) 210-5682
Fax (815) 806-0301
Email jpinter@reltd.com

Education

Bachelor of Science, Civil Engineering
Valparaiso University, Valparaiso, IN

Professional Registrations

Registered Professional Engineer
Illinois

Professional Certifications

Certified Floodplain Manager (CFM)

Professional Affiliations

ACEC
Committee Member

Illinois Association for Floodplain &
Stormwater Management

SSMMA Transportation Advisory
Group

Employment History

Robinson Engineering, Ltd.
2002-Present

Stephen ‘Brad’ Clark, PE

Senior Project Manager

Mr. Clark has 28 years of experience in civil engineering design. Most recently served as Senior Project Manager providing QA/QC review of various design projects. Strong project experience related to the design and construction of roadway improvements, sanitary and storm sewer projects, storm water management, water main distribution systems, and documentation of construction projects. He, previously, served as designated Client Manager for Norridge and Forest View for more than 20 years.

Project Design & Management

Mr. Clark has assisted municipal clients with the review of proposed development projects, prepared annual and 5-Year CIP programs, designed and oversaw construction of annual MFT programs, participated in the formulation of storm water management ordinances, designed sewer and water infrastructure, assisted in the completion of comprehensive planning, and applied for and obtained funding for capital improvement projects.

In 2024, Mr. Clark participated in QA/QC efforts for the City of Milwaukee in the relay of 14,480 linear feet of 8-inch and 6-inch of water main. The project included collecting the full topographic survey via total station and GPS for site locations through the full corridor (City ROW) and gathering information on existing sanitary, storm, and water utilities. Design included processing survey data in AutoCAD Civil 3D and translating data into profile sheets in MicroStation to comply with the City of Milwaukee standards.

In his time at Robinson, Mr. Clark has designed and managed various projects, including:

• Arlington, Dalhart Water Main Replacement	Romeoville	\$2,500,000	2025-Present
• Orchard Street Water Main Improvements	Itasca	\$807,000	2025-Present
• Roadway and Infrastructure Improvements	Itasca	\$11,280,000	2025-Present
• Village Hall Building Expansion	Merrionette Pk	\$1,935,000	2026
• Orchard Street Streetscape Improvements	Itasca	\$1,300,000	2025-Present
• Chappel Avenue Access Road	Lansing	\$830,000	2025-Present
• Wastewater Facilities Plan Update	Gilberts	\$60,000	2025-Present
• 186 th Street Reconstruction	Lansing	\$550,000	2025-Present
• Central Park Avenue Improvements	Merrionette Pk	\$490,000	2026
• DCEO Grant Applications	Burnham	\$1,150,000	2025-Present

Contact

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Fax (815) 806-0301
Email brad.clark@reltd.com

Education

University of Missouri – Rolla,
Bachelor of Science in Civil
Engineering
1995

Certifications

Professional Engineer
Illinois No 062-055685
Wisconsin No. 100260-6

Affiliations

American Society of Civil Engineers,
Member

Employment History

Robinson Engineering, Ltd.
2025-Present

Bloom Companies, LLC
2023-2025

Hancock Engineering
1996-2023

Mark A. Wesolowski, PE, CFM

Senior Project Manager / Stormwater Department Manager

Mr. Wesolowski is a high-level industry professional with 30 years of experience. Highly proficient, he rose through the ranks, gaining experience in the field and as both project design engineer and project manager, he progressed to the executive level serving as Director of Engineering, Vice President, and then as President of Vantage Point Engineering, while maintaining his engineering workload, along with providing daily engineering consulting, and serving as a mentor. At Robinson, Mark is the Office Manager of the firm's Itasca office, supervising a number of employees. He has worked on countless client projects, with an emphasis on Transportation and Stormwater, working closely with elected officials, residents, industries, and contractors. He is the appointed Municipal Engineer for the Village of Itasca, and has been serving in this role since 2015.

Municipal Design & Management

Provides planning, design and permitting services for municipal infrastructure and site improvements including site drainage and detention, storm sewer systems, roadway resurfacing & reconstruction, water main, sanitary sewer and right-of-way improvements.

• Itasca Street Resurfacing Program	Itasca	±\$500,000/yr.	2018-2023
• Rohlwing Road Water Main Lining	Itasca	\$134,000	2020
• Catalpa Ave./District Dr. Water Main	Itasca	\$1,200,000	2018/2019
• Nature Center Trail Improvements	Itasca	\$340,000	2018
• Downtown Area Imp. South Half	Bensenville	\$2,583,500	2018
• Railroad Ave. Reconstruction	Bensenville	\$1,290,000	2018
• Squaw Creek Improvements	Wood Dale	\$690,000	2018
• FY'19 Street Resurfacing Program	Wood Dale	\$650,000	2018
• Willow Street Storm Sewer	Itasca	\$290,000	2017
• Downtown Area Imp. North Half	Bensenville	\$2,200,000	2017
• FY'18 Street Resurfacing Program	Wood Dale	\$340,000	2017
• Forest View Ave. Reconstruction	Wood Dale	\$1,600,000	2017
• Pierce Road Sidewalk	Itasca	\$130,000	2016
• S. York Street LAFO	Elmhurst	\$690,000	2016
• Prospect & Potter Storm Sewer	Wood Dale	\$363,000	2016
• South Side Drainage – Ph 1	Itasca	\$740,000	2015
• Water Main Replacement	Wonder Lake	\$505,000	2015

Stormwater Project Design & Management

Has designed and permitted numerous storm water detention systems, storm sewer and site grading plans for developments. Also provides analysis and design of existing and proposed hydrologic and hydraulic models for floodplains and floodways, detention, overland flood routing, and compensatory storage calculations.

• Roadway and Infrastructure Improvements-Phase 2	Itasca	\$7,900,000	2023
• Roadway and Infrastructure Improvements-Phase 1	Itasca	\$5,200,000	2021
• Ward 2 & 3 Stormwater Imp.(Contract D)	Wood Dale	\$5,800,000	2021
• Ward 2 & 3 Stormwater Imp.(Contract C)	Wood Dale	\$10,000,000	2020
• Boulder Ridge, Mokena			
• Butternut Ridge, Manhattan			
• Collette Highlands, Orland Park			
• Ginger Creek, Mokena			
• Lago Vista, Lockport			
• Lakeview Estates, Frankfort			
• LaPorte Meadows, Frankfort			
• Towne Center, Shorewood			

Site Development Project Design & Management

Responsible for design and QA/QC for residential, commercial and roadway projects ranging from 1-acre sites to 300-acre developments. Has served public and private clients, ensuring the highest quality standards in accordance with local and state codes.

• Lago Vista Subdivision, Lockport; Hartz Construction	• Ginger Creek, Mokena; Mokena
• Shorewood Towne Center, Shorewood; MCZ Development	• Village Hall Addition; Frankfort
• Panduit, Tinley Park; Linden Group	

Contact

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Email mwesolowski@reltd.com

Education

Bachelor of Science, Civil Engineering
Structural Engineering Concentration
University of Illinois, Urbana-
Champaign

Professional Registrations

Professional Engineer
Illinois, Indiana, Texas

Professional Certifications

Certified Floodplain Manager (CFM)

Professional Affiliations

American Society of Civil Engineers
(ASCE)

Illinois Association for Floodplain and
Stormwater Management (IAFSM)

Illinois Society of Professional
Engineers (ISPE)

National Society of Professional
Engineers (NSPE)

Employment History

Robinson Engineering, Ltd.
1995-1999; 2014-Present

VantagePoint Engineering, LLC
2010-2014

Burke
Engineering
Corporation
1999-2010

Jennifer S. Prinz, PE, CFM

Director of Engineering

As the Director of Engineering with 30 years of experience, Ms. Prinz, is responsible for water and sewer utility projects, computer modeling, and agency permitting as required for specific projects. She is also responsible for technical reviews on all design projects. As a municipal engineer, her duties include; site plan and subdivision plan reviews, project management, and pavement management program implementation. She has worked with numerous municipalities over the course of her career and ensures Robinson's QA/QC process is followed.

Municipal Engineering

Has served as the firm's Municipal Engineer for the following communities, which continue to utilize Robinson Engineering, Ltd. today. As the engineering representative, responsibilities span daily engineering consultation and design and management of various engineering projects.

- Village of Palos Park 2006-2012
- Village of Glenwood 2000-2006
- Village of Tinley Park 2001-2019
 - Performed over 200 development plan reviews for compliance
 - Authored revisions to Village Subdivision and Development Regulations
 - Coordinated regular updates to Water and Sewer Atlases in GIS
 - Design, permitting and contract documents for various capital improvement projects including watermain, pump stations, sanitary sewer, lift stations, pavement rehabilitation and parking lots
 - Managed the Pavement Management Program including HIP Recycling, Resurfacing and Cracksealing
 - Submitted grant applications and documentation for ITEP, CMAQ, STP, STU, HSIP and IEPA funding
 - Coordinated floodplain issues including Community Rating System (CRS) and Community Assistance Visits (CAV)

Water and Sewer

With over 20 years of experience in the water and sewer industry, Ms. Prinz has designed, permitted and managed several large water distribution system projects, including the following:

- | | | | |
|--|-------------------|-------------|------------|
| • 7th Avenue Water Main Replacement (CDBG Funded) | Phoenix, IL | \$450,000 | 2023 |
| • Chicago Avenue Water Main Replacement | Lansing, IL | \$1,300,000 | 2023 |
| • 135th Street Water Main Replacement | Romeoville, IL | \$1,470,000 | 2022 |
| • USACE funded Water Main Improvements and Manhole Rehab | Matteson, IL | \$1,200,000 | 2020 |
| • I-394 Water Main Replacement | Sauk Village, IL | \$370,000 | 2020 |
| • USACE funded Water Main Improvements | Hazel Crest, IL | \$1,045,000 | 2020 |
| • Pulaski Rd/120th St Water Main Extension | Alsip, IL | \$400,000 | 2019 |
| • 161st Place Water Main Replacement | South Holland, IL | \$715,000 | 2018 |
| • Annual Utility (Watermain) Replacement | Tinley Park | \$750,000 | 2004 -2017 |
| • Sanitary Lift Station Replacement/Rehab | Tinley Park | \$1,235,000 | 2015 |
| • 1MG Elevated Spheroid Tank | Frankfort | \$2,550,000 | 2014 |
| • Jane Street Lift Station Rehab | Glenwood | \$285,000 | 2013 |
| • Evergreen Dr. & Nebraska St. Watermain Replacement | Frankfort | \$980,000 | 2013 |

Contact

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Education

Bachelor of Science,
Engineering/Environmental
Engineering
University of Illinois

Professional Registrations

Registered Professional Engineer
Illinois, Indiana

Professional Certifications

Certified Floodplain Manager (CFM)

Professional Affiliations

Illinois American Water Works Assoc.
(IAWWA)

Illinois Association for Floodplain and
Stormwater Management (IAFSM)

South Suburban Water Works Assoc.
(SSWWA)

Employment History

Robinson Engineering, Ltd.
2000-Present

William P. Dolan, PE, PTOE

Senior Project Manager / Transportation Department Manager

Mr. Dolan serves as the Transportation Department Manager for Robinson Engineering with 27 years of technical experience working on various federal, state, and local transportation projects. Mr. Dolan's professional engineering duties include preparing and managing Phase I Studies and Phase II Design Plans for federally funded projects approved through the Illinois Department of Transportation (IDOT), MFT and locally funded projects through various municipalities and counties including Cook County Department of Transportation and Highways (CCDOTH) and Will County Department of Transportation (WCDOT).

Municipal Engineering

Serving as the firm's Municipal Engineer for several communities; his responsibilities span daily engineering consultation and assistance in all aspects of municipal engineering projects.

- Alsip 2012-2023
- Merrionette Park 2004-2011
- East Hazel Crest 2005-present

Transportation Design

Design and manage more than \$50 million in roadway infrastructure projects. Projects include federal, state, motor fuel tax (MFT) and local funded improvements. Prepares and manages all aspects of Phase II Plans for the federally funded Surface Transportation Program (STP), Congestion Mitigation & Air Quality (CMAQ) Improvement Program, Highway Safety Improvement Program (HSIP), Illinois Transportation Enhancement Program (ITEP), and various other locally funded projects.

• 143rd St./Lemont Rd. to Bell Rd.	WCDOT	\$30,000,000	Ongoing
• 131 st St. – Pulaski Rd. to Kedzie Ave.	Alsip	\$12,000,000	Ongoing
• Joe Orr Rd-Torrence Ave. to Burnham Ave.	CCDOTH	\$13,000,000	Ongoing
• Monee - Manhattan / Cleveland Ave.	Monee	\$6,000,000	Ongoing
• Midlothian Metra Pedestrian Improvements	Midlothian	\$515,000	Ongoing
• Calumet Park Metra Pedestrian Improvements	Calumet Park	\$280,000	Ongoing
• 109 th & White Oak Roundabout	St. John	\$	
• 171 st Street – California to Western	Hazel Crest	\$400,000	2025
• Center Street – 175 th to 171 st	East Hazel Crest	\$928,000	2024
• 207 th Street – Cicero to Crawford	Matteson	\$900,000	2024
• Devon/Park/Pierce Intersection	Itasca	\$1,997,000	2023
• Ridge Rd. – Torrence Ave. to State Line Rd.	Lansing	\$2,145,000	2023
• 135 th St. – Weber Rd. to IL Rte 53	Romeoville	\$2,886,000	2023
• 80 th Ave. / 191 st St. Intersection	Tinley Park/WCDOT	\$1,400,000	2017
• Halsted at 174th Street	E. Hazel Crest	\$2,500,000	2016
• Center St. - 159th to 171st	CCDOTH	\$9,000,000	2014
• IL Rte. 53 @ Material Road	Romeoville	\$1,800,000	2012
• 175th Street @ Harlem Ave.	Tinley Park	\$1,700,000	2011
• Joe Orr Rd.-Stoney Island to Torrence Ave.	CCDOTH	\$6,000,000	2010
• 170th St. - South Park Ave. to I-94	CCDOTH	\$5,400,000	2010

Transportation Studies & Environmental Reports

Prepare Phase I Studies, Environmental Assessments, Traffic Studies and/or Drainage Reports for state and federally funded projects.

• Oak Park Avenue Resurfacing	Tinley Park	Ongoing
• Arlington Heights Road – Division to Elm	Itasca	Ongoing
• 172 nd Street Multiuse Path	East Hazel Crest	2025
• Alsip Safe Routes to School Sidewalk	Alsip	2024
• Center St. – 175 th St. to 171 st St.	East Hazel Crest	2024
• Devon/Park/Pierce Intersection	Itasca	2022
• 135 th Street – Webber Rd. to IL Rte 53	Romeoville	2022

Contact

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Education

Bachelor of Science, Civil Engineering
University of Illinois Champaign-Urbana

Professional Registrations

Registered Professional Engineer
Illinois, Indiana, Wisconsin

Professional Certifications

Professional Traffic Operations
Engineer (PTOE)

Employment History

Robinson Engineering, Ltd.
2002-Present
Graef Anhalt Schlomer & Associates
2001-2002
Robert E. Hamilton Consulting
Engineers
1999-2001

John D. Hilsen, PE

Senior Project Manager

Mr. Hilsen has over 26 years of professional experience, with an emphasis on Transportation and Municipal Engineering. Mr. Hilsen has served as Project Engineer and Manager for roadway, pedestrian and municipal infrastructure improvement projects throughout the Chicagoland/Northwest Indiana region. He is responsible for the design, review and management of roadway, sewer and water improvement projects, with an emphasis on roadway geometrics, ADA compliance, drainage and utilities for municipal and commercial development projects.

Transportation & Municipal Engineering Design

Design Engineer and Project Manager for local and federal transportation projects on routes under State, county and local jurisdiction. He also serves as the Village Engineer for South Holland, IL. Mr. Hilsen is the Project Manager & Lead Designer for the Village's annual Municipal Roadway, Sewer and Water Infrastructure Improvement Projects.

• 143 rd Street Reconstruction, Phase II, WCDOT, Homer Glen, IL	2026
• Whitcomb Corridor Improvement, 91 st Ave & Chase St Roundabout, Merrillville, IN	2026
• 131 st Street Reconstruction, Phase II, Alsip, IL (Phase I 2018)	2025
• 2025 MFT Street Resurfacing Program, South Holland, IL	2025
• 173 rd Street Resurfacing Project, South Holland, IL	2025
• DWC Water Link Extension – MOT and Roadway Design	2025
• Taft Street Resurfacing Project, South Holland, IL	2024
• 2024 MFT Street Resurfacing Project, South Holland, IL	2024
• DCEO Water Main Improvements, South Holland, IL	2024
• 187 th Street & Chicago Heights Glenwood Road Intersection, Glenwood, IL	2024
• 154 th Street Resurfacing Project, South Holland, IL	2024
• 2023 MFT Street Resurfacing Project, South Holland, IL	2023
• Willey St & Union Street Reconstruction, Gilberts, IL	2023
• Lake County Bridge 243 – Lake Street Over Grand Calumet River, Gary, IN	2022
• State Street Resurfacing Project, South Holland, IL	2022
• North Side Infrastructure Improvement Program, Itasca, IL	2022
• Kennedy Avenue Roadway Improvements, East Chicago, IN	2021
• 175 th St & Ridgeland Ave Reconstruction, Phase I & II, Tinley Park, IL	2020
• 172 nd St Water Main & Roadway Improvement, South Holland, IL	2020
• Multi-Use Path (2.2 Miles) – NGPL ROW – Romeoville, IL	2020
• 45 th Street Grade Separation Project, Munster, IN	2019
• Vincennes Rd, Armory Dr & Westview Federal Aid Resurfacing, South Holland, IL	2019
• Homerlee Ave Roadway Reconstruction, East Chicago, IN	2019
• Arlington Heights Road Reconstruction, Phase I & II, Itasca, IL	2018
• US Rt. 6 at Van Dam Rd Reconstruction, Phase II, South Holland, IL	2018

Municipal Engineering Peer Review & Site Design

As the Village Engineer for South Holland, he conducts peer reviews for proposed development projects within the Village, including ROW permit review for new utilities. He also serves as Design Engineer on site development projects, including drainage, site utilities, grading design, stormwater management, permits, sanitary and water distribution, and cost estimates.

• Dozens of Development Peer Reviews, South Holland, IL	2018-Present
• Village of South Holland Town Center West Parking Lots, South Holland, IL	2026
• Village of South Holland Family Athletic Center, South Holland, IL	2025
• Village of South Holland Fire Station Expansion, South Holland, IL	2024
• Village of South Holland Public Works Site, South Holland, IL	2022

Pavement Management Systems, Reports & Master Plans

• South Holland, IL (PCI)	2019/2023
• Romeoville – Lower Industrial Park Master Plan	2023
• Logansport, IN & Mishawaka, IN (PASAR)	2017

Contact

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Email jhilsen@reltd.com

Education

Bachelor of Science, Civil Engineering
Marquette University
2000

Professional Registration

Registered Professional Engineer
Illinois, Indiana, Wisconsin

Employment History

Robinson Engineering, Ltd
2017-Present

RWA/DLZ
2010-2017

Burke Engineering Corp
2000-2010

Troy A. Golem, PE

Senior Engineer

A Senior Engineer with 20 years of technical experience designing and managing various federal, state, and local transportation projects. Mr. Golem's professional engineering duties also include preparing Phase I Reports and Phase II Design Plans. As a municipal engineer, his duties include site/subdivision plan reviews and project management.

Municipal Engineering

Provides consultation and support of all aspects of municipal engineering projects, serving as the firm's Municipal Engineer for client communities.

- Village of Peotone 2013-Present
- Village of Merrionette Park 2011-2022
- Village of Manhattan 2019-2022

Transportation Design

Design engineer for the preparation of contract plans and construction cost estimates for federally, MFT, and locally funded transportation projects. Tasks include developing roadway geometries, setting roadway profile, pavement design, storm sewer design, preparation of cost estimates, and preparing special provisions / bidding documents.

• Eastern Avenue Roadway Reconstruction	Manhattan	\$2,000,000	2025
• Conrad Ave Storm Sewer & Road Improvements	Peotone	\$850,000	2025
• Maple Ave Reconstruction & Storm Improv.	Highland Park	\$1,500,000	2024
• MFT Crawford Street Resurfacing	Peotone	\$75,000	2024
• Downtown Streetscape Recon & Sidewalk Imprv.	Peotone	\$3,200,000	2024
• Multi-Use Path, Federally funded	Tinley Park	\$270,000	2023
• 88 th Ave./Wilmington Rd./I-57 Ramps Imprv.	Peotone	\$2,500,000	2023
• Eastern Avenue Roadway Extension	Manhattan	\$1,300,000	2022
• Railroad St. & Parking Lot Reconstruction	Peotone	\$800,000	2022
• MFT/RBI Street Resurfacing	Manhattan	\$800,000	2021
• West Street LAFO Resurfacing	Peotone	\$350,000	2020
• 101 st Ave & Sheffield Ave Intersection Imprv.	Lake County IN Hwy	\$925,000	2019
• Rathje Road Reconstruction	Peotone	\$2,000,000	2018
• Metra Station, Road & Parking Lot	Romeoville	\$4,100,000	2017
• Temple Ave & St Johns Ave Recon/Storm Imprv.	Highland Park	\$1,250,000	2017
• IL 50/Corning Ave Intersection Imprv.	Peotone	\$1,300,000	2016
• Safe Rts. to School Sidewalk Replcmnt.	Merrionette Park	\$180,000	2016
• Concrete Alley CDBG Reconstruction	Merrionette Park	\$181,000	2013
• 11th & Hamilton Sts. MFT Reconstruction	Lockport	\$866,000	2012
• Cedar Rd. & Division St. Intersection Imprv.	Will Co. Dept. of Hwys	\$2,700,000	2010
• 127th St. & Sacramento Ave. Intersection Imprv.	Blue Island	\$1,400,000	2010

Transportation Studies & Master Planning

Assisted in preparing Phase I studies, including geometric studies, Intersection Design Study, cost estimates, and accident analysis; Assisted to develop and write various Master Transportation Plans for Romeoville, Peotone, and Dolton (2009-2013).

• Eastern Ave. Recon Project Dev. Report Ph I Study	Manhattan	2023
• West St. Recon Project Dev. Report Ph I Study	Peotone	2022
• Metra Sidewalk Project Dev. Report Phase I Study	Midlothian	2014
• Veteran's Mem. Trail Phase I Study	Forest Prsrv Dist. of Will Cnty.	2013
• Metra Station Project Dev. Report Phase I Study	Romeoville	2011

Education

Bachelor of Science, Civil Engineering
Bradley University

Professional Registration

Registered Professional Engineer in 3
States:
Illinois, Indiana, Wisconsin

Employment History

Robinson Engineering, Ltd.
2006-Present

Paul R. Ruscko, PE

Water & Wastewater Department Manager

An industry professional with over 27 years of municipal experience, Mr. Ruscko has served as Director of Public Works for two municipalities, as well as a Project Manager and Project Engineer, specializing in municipal water & wastewater systems.

Water & Wastewater Infrastructure

Study, design, and management of all aspects of water & wastewater infrastructure, including treatment facilities, pump & lift stations, water & force mains, sanitary sewers, and permitting.

• WRF 2 Chemical Feed Treatment System	Bolingbrook	\$1,895,000
• WWTP 3 Phase IV Improvements	Bolingbrook	\$7,315,000
• WWTF Energy Efficiency Improvements	Romeoville	\$2,547,000
• Wastewater Treatment Facility Replacement	Snap-On	\$677,000
• Raw Sewage Screen Replacement	Romeoville	\$363,000
• Freund Lift Station Pump, Pipe & Valve Replacement	McHenry	\$114,000
• Well 5 Well House Water System Improvements	Tower Lakes	\$1,172,000
• Potable Water Well Drilling & Testing, Well 14	McHenry	\$359,100
• WWTF Improvements at 7.5 MGD	Romeoville	
• Wastewater Facilities Plan Update	Gilberts	
• Wastewater Treatment Facility Improvements Plan	Romeoville	
• Sanitary Sewer System Review Services	Libertyville	
• Well 11 Emergency Operation Plan Evaluation	McHenry	
• Millstream Lift Station Alternatives Analysis	McHenry	
• Lift Station Specification Update	McHenry	

City Of Woodstock

Served as Public Works Director, implemented and managed short and long- term capital projects to provide reliable municipal infrastructure.

- Responsible for developing and overseeing \$9M budget and 48 employees

Village Of Lakewood

Served as Public Works Director, reorganized the department, improving water & wastewater treatment supervision.

- Implemented annual water main and water service valve maintenance program to ensure that equipment would function properly in an emergency situation
- Developed and administered 14 public works and special service area budgets

Project Manager & Project Engineer

Professional Engineer and Manager for numerous client projects and internal departments.

HR Green, Inc. and Baxter & Woodman, Inc.

- Teamed with 4 firms to complete a \$61M wastewater treatment system consolidation
- Oversaw \$11.3M wastewater treatment plant expansion, completed on time
- Led all phases of municipal infrastructure planning, design, permitting and construction

Contact

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Email pruscko@reltd.com

Education

Bachelor of Science, Civil Engineering
University of Illinois Urbana -
Champaign

Associate of Engineering Science
College of Lake County

Professional Registration

Registered Professional Engineer
Illinois

Professional Certifications

IEPA Wastewater Treatment Works
Operator, Class 4 (inactive)

Professional Affiliations

American Public Works Association
(APWA)

Illinois Water Environment Association
(IWEA)

Central States Water Environment
Association (CSWEA)

EMPLOYMENT HISTORY

Robinson Engineering, Ltd.
2017-Present

HR Green, Inc.
2015-2017

City of Woodstock
2013-2015

Village of Lakewood
2007-2013

Baxter & Woodman, Inc.
1999-2007

Abbott Laboratories (Internship)
1998-1999

Greg A. Kamplain, PEI

Project Engineer

Mr. Kamplain is a project engineer with over 25 years of experience providing civil engineering to municipal clients. He has experience in all project aspects including management, design, specifications, permitting, contract administration and as a field and project coordinator for construction phases and has expertise in preparing municipal water system designs and modeling.

IEPA State Revolving Funds Loan Program

Project Engineer for numerous IEPA funded projects.

• Water Meter Replacement Year 2	Hazel Crest	\$565,000	2024
• Tank Rehab & Water Meter Replaced	Thornton	\$2,650,000	2023
• Water Meter Replacement Year 1	Hazel Crest	\$565,000	2023
• Water Meter Replacement & LSLR	East Hazel Crest	\$665,000	2020
• 2019 Water Main Replacement	Alsip	\$2,400,000	2019
• .5MG Elevated Storage Tank	Monee	\$2,700,000	2018

Water & Sewer

Project Engineer for numerous water main (WM) and sanitary sewer relocations, including design, estimate, bidding, and construction guidance.

• Southmoor Park Sanitary Sewer Improvements	MCD, IN	\$690,000	2025
• DWC Water Supply Line	LAN	\$2,355,000	2025
• Water Main Replacement	East Hazel Crest	\$462,000	2023
• Water Meter Vault	East Hazel Crest	\$3,800,000	2023
• Water Meter Vault	Tinley Park	\$1,200,000	2022
• Pulaski/Springfield Water Main Replacement	Alsip	\$710,000	2020
• Pulaski Rd & 120 th Water Main Extension	Alsip	\$403,000	2019
• Pulaski Rd Water Main Improvements	Alsip	\$551,000	2018
• North Basin Lateral Grouting	Kimberly Hts SD	\$200,000	2021
• West WWTP Excess Flow Force Main	Frankfort	\$730,600	2018
• .5MG Elevated Storage Tank	AQUA IL	\$1,800,000	2018

Master Planning Studies & Analyses

Project management for various clients' master planning projects.

• Water Distribution System Analysis	Gilberts	\$35,000	2025
• Water System Evaluation & Study	Braidwood	\$97,000	2025
• Hydraulic Water Model & System Eval	Island Lake	\$71,000	2025
• Water Model & Master Plan Update	St. John, IN	\$50,000	2024
• Cermak Rd Skeletonized Water Model	Berwyn	\$50,000	2023
• Village Hydraulic Water Model	Dixmoor	\$55,000	2022
• Water Distribution System Analysis	East Hazel Crest	\$15,000	2022
• Alternate Water Supply Study	Minooka	\$70,000	2022

Project Design & Management

Design and project management of more than \$10 million in local water and wastewater (WW) infrastructure projects.

• Madison St Lift Station Improvements	MCD	\$3,600,000	2023
• 99 th Street Lift Station Rehabilitation	Hickory Hills	\$1,300,000	2021
• Fairman Ave. Lift Station	Watseka	\$2,500,000	2020

Contact

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Education

Master of Science, Environmental Engineering
Bradley University

Bachelor of Science, Civil Engineering
University of Illinois

Associate of Science, Engineering
Danville Area Community College

Professional Registrations

Professional Engineer-in-Training
Illinois

Professional Affiliations

American Water Works Association (AWWA)

Illinois Section American Water Works Association (ISAWWA)

Indiana Section American Water Works Association (INAWWA)

South Suburban Water Works Association (SSWWA)

Employment History

Robinson Engineering, Ltd.
2007-Present

Foth Infrastructure & Environment, LLC
1999 - 2007

Jonathan Flowers, PE

Senior Engineer

Mr. Flowers has worked with municipalities throughout the Chicagoland area to protect our natural and potable water resources. He has 21 years of experience designing projects for municipal water and wastewater systems, an expertise in lead service line replacement, and extensive background in industrial wastewater pretreatment. Jonathan also has extensive experience securing funding for water/wastewater improvements via IEPA Loans.

Lead Service Line Replacement

Involvement with funding, planning, inventorying, designing, and constructing lead service line replacements for over 40 municipalities. Part of teams that have secured close to \$100M in free money from state and federal governments. Developed numerous novel project elements in this new field. Served as an expert witness in two cases.

Lead Service Line Inventory Work

Project manager or member of team for establishing resident surveys, coordinating potholing, and developing predictive modeling. Development of gettheleadoutil.com and Get the Lead Out USA social media pages.

- Alsip, Berwyn, Burnham, Crete, Dolton East Moline, Evergreen Park, Glenwood, Grayslake, Harwood Heights, Hazel Crest, Highland Park, Lansing, Matteson, Midlothian, Moline, Norridge, Palatine, Phoenix, Richton Park, Robbins, Schiller Park, South Chicago Heights, South Holland, Steger, Thornton, Watseka, Waukegan \$3,000,000 2021-present

Lead Service Line Design and Construction Engineering

Project manager or member of team for establishing design standards, including obtaining access agreements, basement leak prevention, and coordinating resident engagement.

- Berwyn, Burnham, Crete, Dolton, Evergreen Park, Hazel Crest, Highland Park, Lansing, Matteson, Midlothian, Moline, Palatine, Richton Park, Robbins, Schiller Park, South Chicago Heights, South Holland, Steger, Waukegan \$180,000,000 2021-present

Lead Service Line Replacement Plans

Developing required LSLR Plans including prioritization and funding.

- Alsip, Berwyn, Burnham, Crete, Dolton East Moline, Evergreen Park, Glenwood, Grayslake, Harwood Heights, Hazel Crest, Highland Park, Lansing, Matteson, Midlothian, Moline, Norridge, Palatine, Phoenix, Richton Park, Robbins, Schiller Park, South Chicago Heights, South Holland, Steger, Thornton, Watseka, Waukegan \$2,000,000 2021-present

Water/Wastewater Design

Designed water main, storm sewer, lift station, wastewater treatment plant, and water treatment plant projects for multiple communities.

Environmental & Administrative Projects

Industrial pretreatment program administration for 6 six communities including inspections, day to day management, surveys, local limits studies, ordinance preparation, and USEPA audits.

Contact

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Email jflowers@reld.com

Education

Bachelor & Master of Science,
Environmental Engineering
Northwestern University

Professional Registrations

Registered Professional Engineer
Illinois

Presentations

Overcoming Obstacles in Lead Service Line Replacement Programs, WATERCON 2024, April 17, 2024

The Future of Lead Service Line Replacement, Illinois Municipal League Annual Conference, September 14, 2023

The Latest in Lead Service Line Replacement Construction and Design, WATERCON 2023, March 20, 2023

Time to Take Inventory, Council of Infrastructure Financing Authorities, November 7, 2022

Getting the Lead Out of Our Drinking Water, Suburban Public Works Directors Association, October 13, 2022

Employment History

Robinson Engineering, Ltd.

2013-Present

Baxter & Woodman Consulting
Engineers
2006-2010

Metropolitan Water Reclamation
District of Greater Chicago (Intern)
2004

Joseph M. Sullivan

Inflow and Infiltration Department Manager

Mr. Sullivan is an industry professional with more than 35 years of municipal experience specializing in underground infrastructure, including inspection, design and rehabilitation of sewers with trenchless methods and conducting sanitary sewer evaluation surveys (SSES) and managing I/I programs for more than 50 communities in the Chicagoland area.

Highlights of Mr. Sullivan's professional experience, include:

- I/I Department Manager for Robinson Engineering, Ltd. - management of 20+ annual client sewer programs that include SSES, dyed water flooding, design & construction, flow monitoring and compliance programs for IEPA – CMOM and MWRD – IICP.
- Senior Project Manager for RJN Group's Joliet office, hiring, training, and managing a staff of 10 professionals, including engineers, construction, field, and administrative.
- For RJN Group, served as Project manager & Field Manager for annual SSES and rehabilitation programs with Joliet, Bradley, Shorewood, Channahon, Woodridge, West Chicago, Batavia, Flag Creek W.R.D. and Wheaton Sanitary District.
- Managed and trained staff on manhole inspection, smoke testing, closed-circuit television (CCTV) inspection, flow monitoring, dyed water flooding, building inspections, data analysis, etc.

Collection System Experience

Mr. Sullivan is well versed in operations and maintenance of wastewater collection systems and has been a certified collection system operator since 1999. He has also managed force main inspection projects using the MTA Pipe-Inspector® tool and the PICA/Ingu Piper®. Representative project experience includes:

- | | | | |
|--|-------------|-----------|------|
| • Jackson Creek Force Main (6" & 16" Dia.) | Frankfort | 8,520 LF | 2024 |
| • 151 st Street Force Main (20" Dia.) | Orland Park | 1,965 LF | 2019 |
| • Hoberg/Edgecreek Force Main (10" Dia.) | Joliet | 10,000 LF | 2017 |

System Flow Monitoring

Considerable experience in flow monitoring including the installation and maintenance of ADS, Hach, ISCO and Marsh McBirney flow meters for numerous clients including: AQUA, Bridgeview, Collinsville, Danville, Downers Grove Sanitary District, Frankfort, Glenwood, Godfrey, Hanover Park, Hickory Hills, Joliet, Lake Zurich, Lake Forest, Lockport, Manhattan, Olympia Fields, Peotone, Rolling Meadows, Romeoville, Sauk Village, Shorewood, South Holland, Tinley Park, University Park, Villa Park, Waukegan, Wilmette, Woodridge, St. John IN, Saint Louis MO, Jacksonville FL, Austin TX, Houston TX, Burlington IA and Puerto Rico.

Representative projects, include:

- | | | | |
|---------------------------------------|---------------|--------------|-------------|
| • Flow Monitoring Jackson Creek | Frankfort | 5 locations | 2021 & 2024 |
| • City-Wide Flow Monitoring | Kankakee | 14 locations | 2023 |
| • System Wide Flow Monitoring | Libertyville | 12 locations | 2023 |
| • Sytem Wide Flow Monitoring | South Holland | 31 locations | 2022 |
| • Flow Monitoring Separate & Combined | Joliet | 75 locations | 2014-2020 |

Sewer Rehabilitation & Manhole Repairs

Considerable experience in design and construction projects including:

- | | | | |
|--------------------------------|-----------------|--------------|-----------|
| • CIPP/Manhole Rehabilitation | South Holland | 4,600'/150 | 2021-2024 |
| • Sanitary Sewer Point Repairs | Western Springs | 9 | 2024 |
| • Point Repairs/CIPP/Manhole | Kankakee | 6/5,500'/270 | 2022-2023 |
| • CIPP/Manhole Rehabilitation | Joliet | 300,000'/750 | 2014-2020 |

Contact

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Email joe.sullivan@reltd.com

Education

Bachelor of Science, Environmental Studies, Northland College, Ashland, WI

Professional Certifications

OSHA 10-Hour, Confined Space Entry & Traffic Safety (2014)

NASSCO Pipeline Assessment Certification Program, PACP (2009 – Current)

Illinois EPA, Collection Systems Operator (2000)

Missouri MWEA - Collection System Operator (2004)

Professional Affiliations

IAWWA, Member since 2020

IWEA Collections System Committee, since 2017, member since 2014

Publications

MSTT "Casting Light on the Future of Lateral Rehabilitation" (2022)

MSTT "Unveiling the 1st T-Liner, Nearly a Quarter Century Later" (2021)

MSTT "Fixing a 19th Century Sewer with a 21st Century Solution" (2019)

Awards

IWEA – Golden Manhole Award (2020)

Employment History

Robinson Engineering, Ltd.
2005-2013 & 2021-Present

RJN Group, Inc.
1999-2004 & 2013-2021

Downers Grove Sanitary District
1990-1999



Maxwell McAvoy, PEI

Project Engineer

Mr. McAvoy joined Robinson in 2023 with a focus in Civil Engineering and Environmental Engineering. He interned with Robinson in the summer of 2022 and assisted the I & I Department with smoke testing. Mr. McAvoy has Microsoft Office and Land Surveying GPS/Trimble program experience.

Robinson Enigneering, Ltd.

Mr. McAvoy has assisted the I&I Department on multiple projects for the various municipalites that Robinson serves. Notable project work as follows:

- Bradley, IL (2024)
 - Design and CCTV review of approximately 25,000 LF
- South Holland, IL (2024)
 - Design and CCTV Review of approximately 120,000 LF
- Alsip, IL (2024)
 - Sanitary Sewer CCTV and Storm Sewer Lining Design and project oversight
- Washington, IL Smoke Testing (2022)
 - Over 150,000 LF tested
 - Only non-toxic liquid smoke was used
 - Distributed notification to residents
- AQUA Bourbonnais (2022)
 - Pilot SSES
 - Basin 6
 - Smoke Testing of 9,000 LF
 - Manhole Inspections
- Village of Romeoville, IL
 - Lateral Tee-Lining Pilot
 - Project Management of installation of ~50 Tee-Liners in Village of Romeoville neighborhood. Included pre-and post-installation flow monitoring to quantify reduction in Inflow and Infiltration.
- South Lyons Township Sanitation District, IL
 - Dyed Water Flooding, Smoke Testing and CCTV of 7 sanitary basins, followed up with dyed water flooding to identify 11 points of cross connection that allow 412.6 GPM of I&I.
- Village of Hazel Crest, IL
 - Sanitary Sewer CCTV: Project Management, Oversight, and CCTV Review of ~39,000 LF of sanitary sewer
- City of Whiting, IN
 - Combined Sewer Lining and Manhole Rehabilitation - Bid Package/Project Design for Indiana client, Translated existing bid documents to reflect Indiana Requirements and Specifications for ~\$700,000 project.

Engineering Technician Intern (IDOT)

- Supervised a construction team for the construction of a bridge, ensuring that work performed is in accordance with specifications and design requirements. Also provided accurate designs, field measurements, computations, and documentation resulting in a recommendation for re-hire.
- Completely constructed bridge contract worth \$750,000 and ensured work was completed according to schedule to minimize unnecessary costs.

Contact

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Email max.mcavoy@reld.com

Education

Bachelor of Science, Civil Engineering,
University of Illinois at Urbana-
Champaign

Professional Training

NASSCO Pipeline Assessment
Certification Program (PACP)

NASSCO Manhole Assessment
Certification Program (MACP)

NASSCO Lateral Assessment
Certification Program (LACP)

Professional Registrations

Professional Engineer-in-Training (PEI)
Illinois

Employment History

Robinson Engineering, Ltd.
2023

Robinson Engineering, Ltd.
Summer 2022 – Intern

Illinois Department of Transportation
Summer 2021 - Intern

Engineers Without Borders Urbana
2019 – Member

Mallory Weisbrodt, PEI

Project Engineer

Ms. Weisbrodt has begun her professional career with Robinson Engineering and is a valuable team member in the firm's Inflow / Infiltration department. She provides assistance in sewer testing projects and has also been involved in various municipal engineering projects.

Inflow / Infiltration (I/I)

As a member of the I/I department, Ms. Weisbrodt assists in providing sanitary sewer evaluation survey (SSES), reviews basin flow maps, prepares bid documents for CCTV, CIPP, manhole rehabilitation projects, manhole inspections, dyed water flooding, and smoke testing operations, reviews CCTV footage and recommends repairs, and prepares reports summarizing sewer defects and proposed solutions. In 2024 alone, she inspected over 500 manholes, smoke tested over 65 miles of sanitary sewer, and reviewed over 150,000 linear feet of sewer televising data.

- Libertyville - Dyed water flooding, 91 storm inlets at 65 unique locations, CCTV review & reporting
- Western Springs - Springdale Subdivision 10 point repairs construction oversight (2024)
- Bradley - Basin 11 & Meadowview Area manhole rehabilitation bid package and construction oversight (2024)
- MWRD Annual Reporting 2023 - 16 satellite entities
- Libertyville - Sanitary & Storm Sewer Cleaning and Televising bid package (2024)
- Libertyville - Cured-In-Place Pipelining 2024 - Basin 5 (2024)Western Springs, IL – Sanitary sewer point repairs, Springdale Subdivision (2024)
- Metropolitan Water Reclamation District – Annual summary reporting, 14 municipalities (2024)
- Libertyville, IL – Basin 5 cleaning and televising bid package & manhole inspection (2023-24)
- South Palos Township Sanitary District – Sanitary manhole and sewer repairs (2023)
- Richton Park, IL – Sanitary sewer CCTV review (2023)
- Bradley, IL – Basins 1 & 4 cleaning and televising bid package (2023)
- Frankfort, IL – Basins 1 & 4 cleaning and televising bid package & manhole inspection (2023)
- Kankakee, IL – Sanitary manhole rehabilitation, Lower Riverview (2023)
- Kankakee, IL – Sanitary sewer cured-in-place pipelining (2023)
- South Holland, IL – Cleaninig and televising, cured-in-place pipe lining, & manhole rehabilitation (2022-2023)
- Kankakee, IL – Sanitary sewer cleaning and televising, Lower Riverview, CCTV review (2022)
- Aqua, Bourbonnais – Pilot SSES, Basin 6, smoke testing: 9,000 LF; manhole inspections (2022)
- Bradley, IL – Basins 6, 7, & 8, smoke testing: 80,000 LF; manhole inspections (2022)
- South Lyons Township Sanitary District – Smoke testing: 30,000 LF (2022)
- Washington, IL – Smoke testing: 150,000 LF, non-toxic liquid smoke; resident notification (2022)

Transportation

Since beginning her career with Robinson, Ms. Weisbrodt has served as a Resident Engineering Representative on transportation construction projects for various client communities and assisted professional engineering staff on design of various transportation and roadway projects.

• MFT Street Resurfacing Program	Peotone	2022
• CDBG Street Resurfacing Program	Markham	2022
• 183 rd Street Rehabilitation Project	Country Club Hills	2022
• Crack Sealing Program	Lansing	2021
• Rebuild Illinois Resurfacing	Calumet Park	2021
• Rebuild Illinois Resurfacing	Hazel Crest	2021
• Rebuild Illinois Resurfacing	Dolton	2021

Contact

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Email mweisbrodt@reltd.com

Education

Bachelor of Science, Civil Engineering
Universtiy of Iowa, Iowa City, IA

Professional Registrations

Professional Engineer-in-Training
Illinois

Professional Training

NASSCO Inspector Training
Certification Program – Cured-In-Place Pipe Installation

NASSCO Pipeline Assessment
Certification Program (PACP)

NASSCO Manhole Assessment
Certification Program (MACP)

NASSCO Lateral Assessment
Certification Program (LACP)

National Incident Management
Systems (NIMS):

Introduction to Incident Command
System

Introduction to the National
Incident Management System

Professional Affiliations

Theta Tau Professional Engineering
Fraternity, Omicron Chapter

Employment History

Robinson Engineering, Ltd.
2021-Present

Sean P. Kelly, PE, CFM

Senior Project Manager

Mr. Kelly has 32 years of experience in civil engineering, with an emphasis in stormwater and water projects. He has performed civil engineering for municipalities throughout the Midwest and has served as the Municipal Engineer for Palos Park (2003-2006), Coal City (2014-2015), Lombard (2016-2021), Minooka (2006-2025), and Braidwood (2025-present), providing daily engineering consultation, as well as review, design, and planning for diverse types of municipal projects. He previously served as the Stormwater Group Manager and continues to provide technical guidance on stormwater projects for client communities.

Stormwater Management

Performs drainage studies, including Letter of Map Revisions (LOMR) for floodplain determination. Designs, manages, and permits stormwater and floodplain management/mitigation projects for public and private sector clients. Has experience developing and utilizing a variety of computer models to evaluate drainage and floodplain impacts for various agencies, including Departments of Transportation (DOTs) in Illinois, Indiana and Wisconsin, the US Army Corps of Engineers (USACE), Illinois Department of Natural Resources, and MWRD.

• Rio Poco Ave. Erosion Control Improvements	Minooka	\$800,000	2022
• Deerpath Dr. Erosion Control Improvements	Minooka	\$460,000	2022
• McEvilly Rd. Path DuPage River Hydraulic Eval.	Minooka	N/A	2021
• Hobart Stormwater Master Plan Update	Hobart, IN	N/A	2015-2018
• Independence Street Drainage Study	Merrillville, IN	\$300,000	2017
• Worth Woods Sub Phase 1 Drainage Imprvs.	Worth	N/A	2014-2021
• Woodlawn Bridge Replacement Hydraulic Eval.	Woodlawn	N/A	2014-2017
• Wood Dale Stormwater CIP Imprvs., Area 5	Wood Dale	\$198,000	2014
• Chicago Heights-Glenwood Rd. Hydraulic Eval.	Glenwood	N/A	2013-2021
• Village-wide Drainage Improvement Analyses	Coal City	\$6,000,000	2009-2013
• Devon Ave. Flood & Hydraulic Analysis	Elk Grove Village	N/A	2011
• Green St. Hydraulic Analysis	Ottawa	N/A	2011
• Butterfield Creek Hydraulic Eval.	Olym. Fields	\$2,125,000	2010
• Illinois River Hydraulic Study	Ottawa	N/A	2010
• East Mondamin Main Drain Strm. Swr.	Minooka	\$923,000	2008
• Milne Creek Stream Bank Stabilization	Lockport	\$185,600	2005
• Barretts Area Detention Pond & Storm Sewer	Tinley Park	\$4,200,000	2005
• 76th Ave. Ditch Bementown, LOMR	Tinley Park	N/A	2005
• Barretts Area Conditional LOMR	Tinley Park	N/A	2005

Water & Sewer

Has designed over \$21 million in local water and sewer infrastructure, ranging from utility replacements within urbanized areas to new extensions to facilitate future development.

• Kelly Ct Watermain Replacement	Lombard, IL	\$80,000	2021
• Woodrow Ave Drainage Improvements	Lombard, IL	\$160,000	2019
• Center street Reconstruction	Harvey	N/A	2012-2013
• Wicker Park Sewer Separation	Munster, IN	\$2,255,000	2012
• Phase I Drainage Studies Fed. Fun STP	Romeoville	N/A	2010
• ARRA Water Main Rplcmt Design	Harvey	\$1,700,000	2009
• Mondamin-Wabena-Osceola Utilities	Minooka	\$980,000	2007
• Massasoit-Coady-Wabena Utilities	Minooka	\$750,000	2007
• Otter Creek NW Water & Sewer Ext..	Elgin	\$13,000,000	2006
• Water Distribution System Analysis	Frankfort (FPA)	N/A	2006
• Barrett area Phase I Off-site Strm. Swr.	Tinley Park	\$1,798,000	2005

Contact

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Email skelly@reltd.com

Education

Bachelor of Science, Civil Engineering
University of Illinois, Champaign-Urbana

Professional Registrations

Registered Professional Engineer
Illinois

Certifications

Certified Floodplain Manager
(CFM)

Qualified Engineer Review Specialist,
Kane County

Professional Affiliations

American Society of Civil Engineers
(ASCE), Illinois

American Council of Engineering
Companies (ACEC)

Illinois Association for Floodplain and
Stormwater Management (IAFSM)

Employment History

Robinson Engineering, Ltd.
2002-Present

HNTB Corporation
1996-2002

Law Engineering
1994-1996

Jonathan J. Dykstra, CFM

Senior Engineer

Mr. Dykstra has 38 years of technical experience in water resources engineering including watershed modeling and planning. He is responsible for leading drainage and floodplain related planning, analysis, and design for projects including hydrologic and hydraulic modeling, floodplain and floodway determinations, FEMA map revision support and watershed and feasibility studies. He also conducts stormwater and floodplain management reviews for various municipalities in Cook, DuPage and Will Counties in Illinois and Lake County, Indiana.

Stormwater Management

Extensive experience in stormwater management, including developing hydrologic and hydraulic models to determine flow rates, establishing floodplain and floodway limits, supporting FEMA map revisions, evaluating proposed designs and modifications, and performing dam breach analyses.

• 143 rd St./Lemont Rd. to Bell Rd.	WCDOT	\$30,000,000	Ongoing
• Wood Dale Stormwater Improvements	Wood Dale	\$9,700,000	2021
• Burr Street Improvements	Schererville	\$1,400,000	2020
• Central Park	Dyer	\$2,500,000	2017
• 45th St. Grade Separation	Munster	\$34,000,000	2015
• Stony Island Drainage Ditch	Lansing	\$1,000,000	2013
• Joe Orr Road New Extension II	Lynwood	\$10,000,000	2013
• 167th Street Reconstruction	Harvey	\$4,000,000	2011
• Joe Orr Road New Extension I	Lynwood	\$7,100,000	2010
• Crete Protestant Ref. Church	Crete	\$1,500,000	2009
• 170th Street Reconstruction	South Holland	\$11,000,000	2009
• Highlands of Ellendale Subdivision	Crown Point	\$2,750,000	2007
• Glenwood-Lynwood Public Library	Lynwood	\$2,000,000	2007
• Ellendale Old Town Subdivision	Crown Point	\$2,500,000	2006
• Fey & Graefen Industrial Park	Frankfort	\$3,000,000	2006
• Misty Glen Subdivision	Lowell	\$1,700,000	2006
• Schmidt Farms Subdivision	Crown Point	\$2,000,000	2005
• Hidden Creek Subdivision	Homer Glen	\$1,500,000	2005

Floodplain Management

Significant experience in floodplain management and FEMA map revisions, including Letter of Map Revisions (LOMR) and Letter of Map Amendments for floodplain determination.

• Eastern Avenue Culverts Phase 1	Manhattan	\$2,100,000	2023
• W. Louise Drive Culvert Replacement	Lansing	\$200,000	2021
• 221 st Street Culvert Replacement	Sauk Village	\$230,000	2020
• Hart Street Bridge Replacement	Dyer	\$2,000,000	2019
• Clavey Road Bridge Replacement	Highland Park	\$1,000,000	2017
• Vollmer Road Culvert Replacement	Olympia Fields	\$800,000	2016
• Rathje Road Culvert Replacement	Peotone	\$300,000	2016
• Dredge Fill Site Dam Breach	Aroma Park	\$200,000	2014
• 191st Street Culvert Replacement	Lansing	\$250,000	2012
• Country Club Drive Bridge Rplcmnt	Olympia Fields	\$450,000	2011
• Weber Road Widening	Romeoville	\$2,500,000	2010
• Lily Cache Slough LOMR	Romeoville	N/A	2010
• Midlothian Culvert Replacements	Midlothian	\$900,000	2009
• McLindon Road Improvement	Minooka	\$3,100,000	2009
• Oak Park Avenue LOMA	Tinley Park	N/A	2008

Contact

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Education

Bachelor of Science, Civil Engineering
Illinois Institute of Technology

Professional Certifications

Certified Floodplain Manager (CFM)

Professional Affiliations

American Society of Civil Engineers
(ASCE)

Association of State Floodplain
Managers (ASFPM)

Illinois Association for Floodplain and
Stormwater Management (IAFSM)

Will County Stormwater Management
Planning Committee (WCSMPC)

Metropolitan Water Reclamation
District (MWRD) Technical Advisory
Committee

Employment History

Robinson Engineering, Ltd.
2007-Present

Burke Engineering Corporation
2004-2007

Christopher B. Burke Engineering, Ltd.
1989-2004

Ciorba Group
1988

Jacob C. Wellbank, PE, CFM

Project Engineer

Mr. Wellbank, a project design engineer with 13 years of experience, holds a Bachelor of Science degree in Environmental Engineering from the University of Wisconsin – Platteville. A registered engineer in Wisconsin and Illinois, he serves as the appointed Municipal Engineer for the Village of Wonder Lake. Mr. Wellbank has designed and permitted stormwater management systems, water main improvements, transportation, and site development projects in DuPage, Cook, Lake, and McHenry Counties; has responded to hundreds of individual drainage concerns and complaints at commercial and residential properties between three municipalities since 2018; is the Stormwater Enforcement Officer for the Villages of Island Lake, North Barrington, and Wonder Lake; and is proficient with utilizing AutoCAD and stormwater modeling software such as StormCAD, PondPack, HydroCAD, and XP-SWMM.

Stormwater Management

Designed and permitted stormwater detention systems, storm sewer, and site grading plans for projects in the Illinois counties of DuPage, Cook, and Lake. Has also provided analysis and design of existing and proposed stormwater models for storm sewer, stormwater detention, and overland flood routing.

- | | | |
|---|---------------|------|
| • Grassmere, Haverton, Oaksbury Pond Drainage Improvements | N. Barrington | 2026 |
| • Roadway and Infrastructure Imp. Phase 3 | Itasca | 2026 |
| • UW-Whitewater Tutt Hall Flooding Remediation | WI DOA | 2026 |
| • UW-Whitewater University Center | WI DOA | 2026 |
| • Mutton Creek Streambank Stabilization | Island Lake | 2025 |
| • George Arquilla Park Levee (\$5.2M) | Glenwood | 2024 |
| • Schiller Street Basin Enhancements (\$1.4M) | Itasca | 2024 |
| • Police Station Permeable Paver Parking Lot (\$1.0M) | Hickory Hills | 2023 |
| • Roadway and Infrastructure Imp. Phase 2 (\$8.2M) | Itasca | 2023 |
| • Roadway and Infrastructure Imp. Phase 1 (\$5.2M) | Itasca | 2022 |
| • Ward 2 & 3 Stormwater Improvements, Contract D (\$5.3M) | Wood Dale | 2021 |
| • Ward 2 & 3 Stormwater Improvements, Contract C (\$9.7M) | Wood Dale | 2020 |
| • Dalewood Ave. & Gilbert Dr. Storm Sewer Imp., Contract B (\$1.1 M) | Wood Dale | 2019 |
| • Hobson Triangle Drainage Study | Downers Grove | 2018 |
| • Ward 2 & 3 Drainage Improvements, Dalewood Creek, Contract A (\$800k) | Wood Dale | 2018 |

Water and Sanitary System Improvements

Involved in the design/evaluation of the following water distribution and sanitary collection systems:

- | | | |
|---|-------------|------|
| • Hancock Drive Business District – Lift Station, Sanitary Sewer, and Water Main Improvements | Wonder Lake | 2025 |
| • Pepper Tree Dr & Del Mar Dr Water Main Repl. | Palatine | 2018 |
| • South Wilke Road Water Main Replacement | Palatine | 2017 |

MS4 Program Implementation

Assists with program implementation in the following communities:

- | | | | |
|--------------------|--------------|---------------|--------------|
| • Itasca | 2016-Present | • Wood Dale | 2016-Present |
| • Wonder Lake | 2016-Present | • Island Lake | 2023-Present |
| • North Barrington | 2017-Present | | |

Development Plan Review

- | | | | |
|--------------------|--------------|---------------|--------------|
| • Itasca | 2015-Present | • Wonder Lake | 2019-Present |
| • North Barrington | 2018-Present | • Island Lake | 2023-Present |

Contact

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Email jwellbank@re ltd.com

Education

Bachelor of Science, Environmental Engineering
University of Wisconsin - Platteville

Professional Registration

Registered Professional Engineer
Wisconsin, Illinois

Professional Certification

Certified Floodplain Manager (CFM)

Lake County Illinois Stormwater Enforcement Officer

McHenry County Illinois Stormwater Enforcement Officer

Professional Affiliations

American Society of Civil Engineers (ASCE)

American Public Works Association (APWA)

Employment History

Robinson Engineering, Ltd.
2013-Present

Milwaukee Metropolitan Sewerage District (Intern)
2012-2013

Jason L. Douthett, PE

Field Superintendent

Mr. Douthett, Field Superintendent, possesses 18 years of diversified municipal engineering experience. His engineering experience includes preparation of roadway plans, utility coordination and preparation of permits. He also has extensive construction engineering experience spanning from transportation, water, stormwater, wastewater and lighting & signal projects. Mr. Douthett also coordinates field staking and assignment of field staff for on-site construction observation.

Transportation

Mr. Douthett has served on transportation construction and MFT maintenance projects for various client communities.

• Thorn Ditch Flood Mitigation Project	South Holland	2025-Present
• CDBG Street Resurfacing	Matteson	2025
• Roadway Maintenance Program	Matteson	2025
• 207 th St. Bridge Replacement	Matteson	2025
• Cottonwood & Heritage Estates Park Improvements	Dyer	2025
• Town of Merrillville Paving Program	Merrillville	2024
• Eberly & Hearthstone Park Pickleball Courts	Dyer	2024-2025
• Lake St. Bridge Rehabilitation (Bridge 243)	Lake County	2023-2024
• Lansing 2023 MFT Paving Program	Lansing	2023
• Elmer Miller Splash Pad	Dyer	2023
• Cherry Hill Park Improvements	Dyer	2023
• Kennedy Ave Improv., Michigan St to Chicago Ave	East Chicago	2022
• Mississippi St. Reconstruction, 93 rd Ave to 101 st Ave	Merrillville	2021-2022
• Autumn Chase Park Improvements	Dyer	2021
• Hart St. Bridge Replacement (Bridge 264)	Lake County	2020
• Gary Sanitary District Parking Lot Improvements	Gary	2019
• Emergency Vehicle Preemption Project	Multiple LPAs	2019-2020
• Green Meadows Park Playground Improvements	Dyer	2019
• 77th Avenue Bridge Deck Overlay	Schererville	2019
• State Route 14 Roadway Rehabilitation	Newton & Jasper Co.	2018
• Summit & Merrillville Rd. Intersection Improvement	Crown Point	2017
• Mississippi St. Reconstruction, US 30 to 93 rd Ave	Merrillville	2015-2017
• Community Park Phase IV	Munster	2014
• 80 th Avenue Resurfacing	Tinley Park	2014
• Oak Park Avenue Resurfacing	Tinley Park	2014
• 80 th Avenue Sidewalk	Frankfort	2014
• 207 th St Lighting and Sidewalk Improvements	Olympia Fields	2014

Design Work

• Town-wide Paving Program	Merrillville	2014-Present
• City-wide Paving Program	Gary	2016-2022
• Cherry Hill Park Improvements	Dyer	2022
• Autumn Chase Park Improvements	Dyer	2020
• Sheffield Estates Park Improvements	Dyer	2019
• Green Meadows Park Improvements	Dyer	2019
• Burr Street Reconstruction	Schererville	2018
• Guthrie St. Reconstruction	East Chicago	2017

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Email jdouthett@reltd.com

Education

Bachelor of Science, Civil Engineering
Valparaiso University

Professional Registrations

Professional Engineer
Illinois, Indiana

Professional Certifications

AASHTO Site Manager Certified
IDOT Documentation of Contract
Quantities # 25-23651

INDOT Certified Inspector

Professional Affiliations

American Society of Civil Engineers
(ASCE)

Employment History

Robinson Engineering, Ltd.
2008-Present

Adam Glens

Assistant Field Superintendent, Resident Engineer

With 28 years of experience, Mr. Glens is currently responsible for supervising and training the resident engineering staff. He also provides construction observation for numerous projects focusing on transportation. His background also includes working alongside the Illinois Department of Transportation. Mr. Glens also has many years of experience overseeing the installation of sewers, water main, precast concrete structures, directional drilling and de-watering systems. In addition, he supports our information technology department by providing technical and construction assistance.

Resident Engineer / Construction Observation

• 135 th Street Resurfacing (IDOT)	Romeoville	\$331,000	2023
• Normantown Rd West LAFO (IDOT)	Romeoville	\$777,000	2023
• Glen Flora & Sheridan Rd LAFO (IDOT)	Waukegan	\$1,332,000	2023
• Normantown Rd West LAFO (IDOT)	Romeoville	\$1,182,000	2023
• Lead Service Line Replacement	Robbins	\$3,800,000	2023
• Pfeiffer Rd Extension	Frankfort	\$3,950,000	2023
• Peotone Wilmington Road Recon	Peotone	\$2,600,000	2023
• Eastern Ave Road Construction	Manhattan	\$1,240,000	2023
• Budler Road Resurfacing	Romeoville	\$683,000	2022
• 2022 Roadway Maintenance Program	Waukegan	\$3,850,000	2022
• 2022 Roadway Maintenance Program	Frankfort	\$6,450,000	2022
• Pinnacle Road Construction	Romeoville	\$2,212,000	2022
• Minooka Road Resurfacing	Minooka	\$2,146,000	2022
• Box Culvert Replacement	Bourbonnais	\$103,000	2022
• Elm Street Reconstruction	Frankfort	\$1,105,000	2021
• 2021 Roadway Maintenance Program	Frankfort	\$3,853,000	2021
• Lead Service Line Replacement	Frankfort	\$1,520,000	2021
• Rt 53 Sidewalk Improvements	Romeoville	\$123,000	2021
• Pinnacle Rd Signalization	Romeoville	\$627,000	2021
• ComEd Bike Path	Romeoville	\$1,230,000	2021
• Southwick Watermain Extension	Frankfort	\$987,000	2020
• St. Francis Rd Reconstruction	Frankfort	\$3,540,000	2020
• Various Watermain improvements	Frankfort	\$1,240,000	2020
• Prestwick Watermain Improvements	Frankfort	\$882,000	2020
• 2020 Roadway Maintenance Program	Frankfort	\$2,950,000	2020
• Matteson Fulfillment Center utilities	Matteson	\$7,250,000	2020
• Village wide Resurfacing Program	Frankfort	\$2,032,645	2019
• Water Treatment plant demolition	Frankfort	\$5,888,000	2019
• Sewer Infiltration repairs	Crest Hill	\$340,962	2019
• Freedom Pond Storm Sewer	Tinley Park	\$5,391,076	2019
• Convention Center Parking Lot	Tinley Park	\$383,948	2018
• South St Intersection and Sewer	Tinley Park	\$713,136	2018
• Village wide Resurfacing Program	Frankfort	\$1,554,245	2018
• Wet Conditions force main	Frankfort	\$774,477	2018
• Union Ditch Interceptor Sewer	Frankfort	\$1,734,502	2018
• Water Meter Vault installation	Belt Railroad	\$351,125	2018

Contact

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Education

Electrical Engineering
Northern Illinois University

Professional Certification

IDOT Documentation of Contract
Quantities # 22-19486

Employment History

Robinson Engineering, Ltd.
2013-Present

Airy's Inc.
2003-2013

Axiom Property Management
2000-2003

Panduit Corp.
1997-2000

Josh Barelli, PEI

Resident Engineer

Mr. Barelli is a Resident Engineer working on various federal, state, and local transportation projects. His professional engineering duties include resident engineering construction engineering for water, sewer, transportation projects and bridge inspections.

Water and Sewer

Resident Engineer for the inspection and documentation of various water and sewer systems. Mr. Barelli has assisted with a 5-Year IEPA-funded Water Main Replacement Program for the Village of Romeoville along with providing resident engineering services for the Lower Industrial Park Water Main Replacement Project in that same municipality.

• IEPA LSLR Project - Year 1	South Holland	\$ 2,530,000	2024
• Well #3 Watermain Reconfiguration	Monee	\$167,000	2023
• Court Street Watermain	Monee	\$1,445,066	2023
• Rec Center Watermain/Forcemain Imp.	Romeoville	\$877,048	2025
• George Arquilla Park Levee.	Glenwood	\$4,903,875	2024-25

Transportation

Responsible for field-engineering, project management, project documentation, and inspection of federal, state, and local agency transportation projects. Some of the representative projects below include IDOT projects and related documentation. He is Certified for IDOT Documentation, allowing him to provide resident engineering services on federally funding transportation projects.

• 2025 Minooka MFT Resurfacing	Minooka	\$965,125	2025
• Taft Road Resurfacing	South Holland.	\$331,311	2025
• Ridge Road Resurfacing.	Lansing	\$1,973,691	2024
• Crete Road Reconstruction	Crete	\$2,200,824	2023-24
• Matteson TIF Concrete	Matteson	\$1,500,000	2023-24
• Corning Avenue LAFO	Peotone	\$460,438	2020
• FY2021 PMP Resurfacing	Tinley Park	\$3,391,689	2020
• FY2022 PMP Resurfacing	Tinley Park	\$2,254,748	2021
• FY2023 PMP Resurfacing	Tinley Park	\$2,254,748	2022
• Court Street Resurfacing	Monee	\$293,220	2022
• Minooka Road Resurfacing	Minooka	\$2,130,612	2022
• FY2020 PMP Resurfacing	Tinley Park	\$3,506,685	2019

Contact

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Education

Bachelor of Science, Civil Engineering
Purdue University Calumet

Masters of Science, Engineering with
Civil Focus
Purdue University Calumet

Professional Registration

Professional Engineer Intern

Professional Certification

IDOT Documentation of Contract
Quantities #22-19514

IDOT Bridge Documentation

Employment History

Robinson Engineering, Ltd.
2016-Present

Swap-O-Rama Flea Markets
2006-Present

Wolfpack Development Inc.
2014-2015

American Paving and Maintenance
2008-2013

David P. Barnas, PE, DECI

Resident Engineer

Mr. Barnas is an industry professional with 40 years of experience in municipal project planning, design, permitting, construction administration, and resident engineering for water, wastewater and roadway projects in Illinois, Wisconsin, Indiana and Michigan. He has a strong background working with clients, regulators, sub-consultants and contractors to develop and implement infrastructure projects. In-depth knowledge in the region, Mr. Barnas has worked with the DuPage Water Commission, the Milwaukee Metropolitan Sewer District, and assisted in taxiway relocation, trunk sewer and basin excavation projects at O'Hare Airport, and provided engineering services on projects for the Illinois Tollway ITS and Toll Plaza.

Water & Wastewater Design and Construction

Having managed numerous projects in water and wastewater; through start-up, operations, and maintenance with operations staff, Mr. Barnas has a vast experience as design engineer and project manager for municipal water & wastewater projects, including water mains, yard piping improvements, pump stations and improvements, water storage, chemical handling, scrubbers, chlorine injection and neutralization, plate settlers, intakes, fall protection system, large diameter sewer rehabilitation, trenchless technologies, lining of sewers and water mains.

Mr. Barnas has recently overseen water main replacement projects in Roselle and Tower Lakes; water main lining projects for Mount Prospect, Crest Hill, and the Morton Grove – Niles Water Commission; water pump station rehabilitation for Itasca and Highland Park; two water pump stations and standpipe construction for the Morton Grove – Niles Water Commission; and Roadway Infrastructure Improvements projects Ph II and Ph III for the Village of Itasca. Has overseen roadway and infrastructure improvement as well as sanitary sewer and manhole rehabilitation projects for Itasca. Currently overseeing Lift Station, Sanitary Sewer and Water Main improvements for Wonder Lake, IL.

AECOM Technologies

Project Engineer/Project Manager for 8 miles of 48-inch to 72-inch sanitary sewer including wetland delineations, easement acquisitions, operations requirements and flow evaluation; chlorination contract to flush and disinfect 64 miles of transmission main. Permitting, coordination, seven water supply delivery points and environmental regulations compliance.

Design of 6,500 feet of 12-inch and 16-inch water main and pump station; roof top fall protection system; hazard identifications at remote water facilities and recommendations. Storm water pollution protection plan; water source route study; cost estimates; bid reports; cost analysis; drafting of specifications and special provisions; construction administration for water, sewer and water treatment facilities.

ABH Donohue

Design engineer for 70,000 feet of water main ranging from 8-inch to 60-inch diameter, including permitting, wetland restoration and use of horizontal directional drilling; rehabilitation and replacement of 24-inch to 72-inch sewers including a siphon; plate settlers; and chlorine and fluoride feed systems at the Jardine Water Treatment Plant rehabilitation.

Field Engineer for 132,000 feet of 8-inch through 60-inch water main, including pavement restoration; 63-meter stations, two pressure adjusting stations; 340 MGD pump station construction; pump station improvements; water treatment plant and intake improvements.

Contact

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Education

Bachelor of Science, Civil &
Environmental Engineering
University of Wisconsin, Madison

Professional Registration

Registered Professional Engineer,
Illinois

Professional Certifications

IDOT S-33 Soils Field Testing and
Inspection

IL Tollway Materials Management

Stormwater Management Commission
Designated Erosion Control Inspector

Employment History

Robinson Engineering, Ltd.
2017-Present

Graef
2014-2016

Practical Environmental Consultants
2012

AECOM Technologies
2005-2012

ABH Donohue
1987-2005

Dana E. West, PE, CFM, CPESC

Senior Project Manager

Ms. West is the Manager of the Planning & Development Department. She primarily serves as a Municipal Engineer with a focus on managing new and ongoing land development and MS4 services. She performs technical development reviews, represents clients during engineering negotiations with developers, and makes related public reports. Her design experience focuses on site development and stormwater management issues. In addition to her primary client responsibilities, she also assists MS4 permit compliance for Bolingbrook, Channahon, Crest Hill, Frankfort, Frankfort Township, Kankakee, Manhattan, Matteson, Monee, and Romeoville.

MS4 Permit Compliance

Assisted communities to meet requirements of their MS4 permits, including preparation of permit renewals and annual reports, overall program management, and assistance with program audits for Bolingbrook, Channahon, Crest Hill, Frankfort, Frankfort Township, Matteson, Monee, and Romeoville.

Stormwater and Floodplain Regulations

Authored revisions to local ordinances as deemed necessary for procedural, technical, or other changes: Frankfort Design Standards (2004, 2007, 2008, 2009); Frankfort Floodplain Regulations (2009, 2019); Crest Hill Floodplain Ordinance (2019); Wood Dale Floodplain Ordinance (2019).

FEMA Map Modernization Program: City of Crest Hill and Village of Frankfort

Served as liaison between communities and the Illinois Department of Natural Resources (IDNR) and the Illinois State Water Survey (ISWS) for updates to the Flood Insurance Rate Maps in 2009-2010, 2013, and 2016. Tasks included reviewing new digital maps, identifying impacts to lots and structures placed in regulatory floodplain and floodway, reviewing ISWS model for Jackson Creek, and reviewing and updating inventories of Letters of Map Change to ensure maps are current and accurate.

Municipal Engineering

Village of Frankfort (2002-Present)

- Performed hundreds of development plan reviews for compliance and strategic growth within a rapidly developing community
- Author periodic revisions to Village Design Standards and Floodplain Regulations
- Manage FEMA Map Modernization; coordinated revised FIRMs and FIS with IDNR & ISWS

City of Crest Hill (2009-Present)

- Development review and coordination of field inspections, punch lists, and letters of credit
- Manage FEMA Map Modernization; coordinated revised FIRMs and FIS with IDNR & ISWS
- Assist Staff with various ordinance updates relating to engineering, zoning and letter of credit
- Coordinate annual updates to utility atlases and zoning map
- Assist city staff with management of grant and loan funds

Village of Tinley Park (2020-Present)

- Development review and coordination; Assist with development agreements

Village of Homer Glen (2003-2012, 2022-Present)

- Reviewed over three dozen development plans for compliance and strategic growth within a newly developing and environmentally conscious community
- Regularly attended Plan Commission and Village Board meetings to present review status and answer questions from Village officials
- Assisted in writing Water Resource Management Ordinance, Conservation Design Ordinance and Right-of-Way Ordinance

Contact

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Education

Bachelor of Science with Honors
Civil Engineering
Valparaiso University

Professional Registrations

Professional Engineer
Illinois

Professional Certifications

Certified Floodplain Manager (CFM)
Certified Professional in Erosion and
Sediment Control (CPESC)

Professional Affiliations

Illinois Association for Floodplain and
Stormwater Management (IAFSM)
International Erosion Control
Association (IECA)

Employment History

Robinson Engineering, Ltd.
2002-Present

Susan Quasney, CFM

Project Engineer

Ms. Quasney joined Robinson Engineering in 2022, continuing her career in Civil Engineering. She has a broad range of experience with public agency infrastructure and utility projects with an emphasis on stormwater management. Ms. Quasney has worked in both the public and private sectors, and has a clear understanding of the needs and challenges of municipalities that allow her to serve Robinson clients to the highest standards.

Development Reviews

Performed reviews for several hundred properties located in 17 municipalities and six counties since late 2022. Reviews include plans, stormwater reports, specifications, erosion control and SWPPP plans, engineering cost estimates, and outside agency permitting adherence; as-builts for compliance to design plans; attendance and support during plan commission meetings; and coordination with internal team, developer's team, and client contacts. Performed single lot and subdivision reviews for commercial, industrial, and residential properties, including FEMA floodplain and wetlands.

Municipal Support Services

City of Crest Hill

Project manager for collection and management of City GIS data

NPDES Compliance Assistance

Town of St. John, Indiana

Revise the Town's MS4 program in accordance with new Indiana permitting regulations. Develop short- and long-term strategies for managing assets; develop required documentation and assist with required ordinance modifications.

City of Crest Hill

Perform MS4 outfall inspections and prepare wastewater treatment plant CMOM

Village of Lansing Airport

Prepare NPDES Industrial Permit annual report

MS4 Program Guidance and Documentation Preparation

Prepare MS4 Annual Reports, NOIs, and SWMP documentation, provide support for audits, and other general MS4 support for more than a dozen communities

Robinson University (Internal and External Training)

- Internal training in residential drainage investigations and SWPPPs/Erosion control plans
- Develop a series of four NPDES MS4 training classes for municipal clients
- Provide annual MS4 training for municipal staff
- Present new permit requirements for the recently released 2025 MS4 permit

Grant Preparation

- OSLAD grant for park improvements within the Village of Lansing
- EPA Community Change Grant for the Village of University Park, City of Michigan City, IN and Lake County, IN
- Boat Access Area Grant for the Village of Worth

Contact

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Education

Bachelor of Arts, Kenyon College
1987

Bachelor of Science in Civil
Engineering, Purdue University
1990

MPA, Northern Illinois University
2012

Certifications

Certified Floodplain Manager

EIT

Employment History

Robinson Engineering, Ltd.
2022-Present

Village of Oswego
2019-2022

Village of Downers Grove
2011-2019

Montessori School of Lisle
2003-2006

Envirodyne Engineers/CTE Engineers
1991-1997

Emily R. Bergner, PE, CFM

Engineer

With 23 years of experience. Ms. Bergner has been involved with stormwater master planning, permitting, drainage studies, and design of storm drainage systems. She also assisted with water/wastewater engineering including water system master plans and modeling.

Ms. Bergner joined our Robinson team with experience in hydrologic and hydraulic modeling using software including HEC-RAS, XPSWMM, HEC-HMS, TR-20, HY-8, and Bentley StormCAD. Additional skills include design with Microstation, AutoCAD and ArcGIS. She brings a high skill set to Robinson and is efficient in providing high quality service to municipalities.

Project Experience

- Permit Review Services, Villages of Tinley Park, Frankfort, Oswego, Braidwood, 2022-present. Reviewed stormwater and floodplain aspects of development plans.
- Permit review services, Village of Itasca, 2024. Reviewed development plans for Village.
- Thornridge High School Sports Fields Redesign, Dolton, 2023. Designed new drainage system and detention for high school ball fields.
- Independence Hill Subdivision Drainage Redesign, Merrillville, IN, 2024. Designed new drainage system for 100-home subdivision.
- Flood Study, Gilberts Glen Subdivision, Gilberts, IL, 2022. Study to evaluate and solve flooding problem along roadways and detention basin in 50-year old subdivision.
- Permit Review Services, Baxter & Woodman/Cook County Highway Department, 2014-present. Reviewed development plans with regards to floodplain, stormwater, and general county issues.
- Tri County Access Corridor Planning, 2018-2019. Evaluate impacts of planned roadway in northern Illinois in regards to floodplain and drainage issues. Used and produced GIS products.
- IDOT Districts 4 & 8 Bridge Hydraulic and Scour Evaluation, 2013-2014. Conducted field investigations, created hydraulic models, prepared scour reports, and prepared contract plans for scour countermeasures for five scour critical IDOT bridges in IDOT District 8 (Clinton, Greene, Madison and Washington counties) and three scour critical IDOT bridges in IDOT District 4 (Knox and Tazewell counties).
- IDOT I-94/I-57 Drainage System and Pump Station Modeling, 2019-2022. Modeled existing and proposed drainage system along I-94 and I-57, including three IDOT pumping stations, using XP-SWMM software.
- O'Hare Wastewater Monitoring and Reporting, Fehr Solutions/City of Chicago, 2013-2022. Compile flow and water quality data for O'Hare wastewater twice yearly, and prepare yearly reporting documentation for MWRD.
- NPDES Phase II Municipal Assistance, 2008-2009. Assisted 6 Chicago area municipalities in developing programs to meet NPDES Phase II requirements including Stormwater Management Plans.

Contact

Phone (815) 412-2726
Fax (815) 806-0301
Email emily.bergner@reltd.com

Education

Bachelor of Science, Civil Engineering
University of Illinois at Urbana-Champaign
2000

Master of Science,
Environmental Engineering
University of Illinois at Urbana-Champaign
2002

Professional Registrations

Registered Professional Engineer
Illinois

Certifications

Certified Floodplain Manager (CFM),
Illinois

Employment History

Robinson Engineering, Ltd.
2022-Present

FLUIDCLARITY, LTD.
2010-2022

Baxter & Woodman, Inc,
2002-2009



REQUEST FOR QUALIFICATIONS

PROFESSIONAL ENGINEERING SERVICES

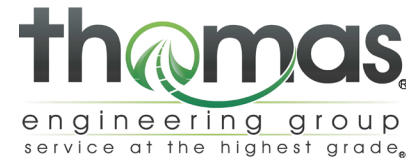
JUNE 22, 2026
9:00 AM

SUBMITTED BY:

thomas[®]
engineering group
service at the highest grade_®

June 22, 2026

Diana Puga
Municipal Services Coordinator
Village of Western Springs
740 Hillgrove Ave
Western Springs, IL 60558



2625 Butterfield Road
Suite 209W
Oak Brook, IL 60523

RE: RFQ: Additional Consulting Engineers and Engineering Firms to Provide Professional Engineering Services

Dear Ms. Puga,

Thomas Engineering Group, LLC (TEG) is pleased to submit our Letter of Interest and Statement of Qualifications to provide professional engineering services to the Village of Western Springs. We appreciate the opportunity to be considered as one of the additional firms selected to support the Village's Engineering Services Department, Municipal Services Department, and Village Manager's office with future capital and infrastructure assignments.

Western Springs is entering an important period of infrastructure investment following approval of the \$45 million referendum for roadway, storm sewer, sanitary sewer, and water system improvements. We understand that the Village is seeking more than technical expertise. It needs responsive engineering partners that can assist staff in planning, designing, bidding, inspecting, documenting, and closing out projects while protecting public funds and maintaining clear communication with residents, businesses, elected officials, regulatory agencies, and other stakeholders.

TEG is well suited to support that responsibility. For more than 18 years, our firm has provided planning, design, construction engineering, municipal engineering, drainage, transportation, and in-house surveying services exclusively to public agencies. Our Municipal, Transportation, Construction, and Survey departments regularly work together on roadway reconstruction, resurfacing, water main, sanitary sewer, storm sewer, drainage, MFT, grant-funded, development review, utility permit, and general municipal engineering assignments. This structure allows us to support projects from initial investigation and field survey through final design, permitting, bidding, construction observation, documentation, and record drawings.

Our approach aligns with the priorities identified in the Village's FY2026 budget, including maintaining high-quality and cost-effective services, implementing the Capital Improvement Plan, identifying efficiencies, strengthening economic vitality, improving communication, and maintaining, rebuilding, and enhancing infrastructure without compromising the Village's strong financial position. We recognize that these projects are supported by residents and taxpayers, and that each assignment must be scoped carefully, designed practically, constructed efficiently, and documented completely.

Kevin VanDeWoestyne, PE, ENV SP, Principal and Municipal Department Head, will serve as TEG's primary client representative and first point of contact for Village staff. Kevin has over 23 years of experience delivering locally and federally funded municipal roadway, water, sewer, stormwater, pedestrian, and related capital improvements. He will coordinate the appropriate TEG personnel for each assignment and will remain accountable for responsiveness, schedule, quality, and communication throughout the duration of the work.

Thomas E. Gill, III, PE, President, is authorized to contractually obligate Thomas Engineering Group, LLC. The requested respondent information is provided below:

Respondent: Thomas Engineering Group, LLC

Address: 2625 Butterfield Road, Suite 209W, Oak Brook, Illinois 60523

Telephone: (855) 533.1700

Federal Tax Identification Number: 26-1722938



Authorized Representative:

Thomas E. Gill, III, PE
President
2625 Butterfield Road, Suite 209W
Oak Brook, Illinois 60523
Telephone: (708) 533-1700
Fax: N/A
Email: tomg@thomas-engineering.com

Primary Client Representative:

Kevin VanDeWoestyne, PE, ENV SP
Principal and Municipal Department Head
762 Shoreline Drive, Suite 200
Aurora, Illinois 60504
Telephone: (847) 815-9500
Fax: N/A
Email: kevinv@thomas-engineering.com

Enclosed is TEG's Statement of Qualifications, which provides the information requested by the Village, including our understanding of the potential services, relevant municipal experience, specialized knowledge, project examples, capacity, references, key personnel, assignment chart, professional qualifications, and firm resume.

TEG would welcome the opportunity to serve as an extension of Village staff and help Western Springs deliver its capital program with responsive service, sound engineering judgment, accurate cost and schedule management, clear communication, and accountability from project initiation through closeout. Thank you for your consideration. Please contact me at (708)533-1700 or tomg@thomas-engineering.com with any questions regarding our submission.

Sincerely,

thomas engineering group, llc



Thomas E. Gill, PE
President





TABLE OF CONTENTS

1. RESPONSE CONTENT	5
2. RELEVANT EXPERIENCE AND PROJECT EXAMPLES	7
3. SPECIALIZED KNOWLEDGE / SCOPE OF ENGINEERING SERVICES SOUGHT BY RFQ	23
4. KEY PERSONNEL AVAILABILITY AND ASSIGNMENT CHART / PROFESSIONAL QUALIFICATIONS /FIRM RESUME	31

A. UNDERSTANDING OF THE SCOPE OF WORK AND TERMS OF ASSIGNMENT

Thomas Engineering Group, LLC (TEG) understands that the Village of Western Springs is seeking to add qualified professional engineering firms to its existing roster to support future capital, infrastructure, and general municipal engineering assignments. The Village may select one or more firms for individual assignments based on the specific needs of each project, the firm's area of expertise, staff availability, and overall fit.

Potential assignments may include, but are not limited to, pre-design investigations; surveying; roadway, water, sanitary sewer, storm sewer, drainage, and other infrastructure design; preparation of plans, specifications, and construction cost estimates; bidding and award assistance; construction staking and observation; review of submittals, shop drawings, requests for information, change orders, and contractor payment requests; final inspections; record drawings; development plan review; utility right-of-way permit review; grant application and administration assistance; drainage investigations; and general municipal engineering support.

TEG also understands that assignments will be authorized individually through letter proposals or formal written agreements. The scope, schedule, staffing, compensation method, and fee for each assignment will be mutually agreed upon before work begins. Compensation may be based on hourly rates, a not-to-exceed fee, or a fixed project fee, as appropriate for the assignment and acceptable to the Village.

TEG recognizes that the Village is implementing a significant infrastructure program supported by the voter-approved referendum and other local, state, and federal funding sources. Our role will be to serve as a responsive extension of Village staff and help advance projects efficiently while protecting public funds, maintaining quality, meeting regulatory and funding requirements, and communicating clearly with Village staff, residents, businesses, elected officials, utilities, and outside agencies.

B. STATE LICENSING CERTIFICATION

Thomas Engineering Group, LLC certifies that the firm is properly licensed and authorized to provide professional engineering services in the State of Illinois.

TEG further certifies that professional services requiring licensure will be performed under the responsible charge of appropriately licensed Illinois professional engineers and, where applicable, an Illinois professional land surveyor.

C. CERTIFICATION REGARDING SUBSTANDARD WORK

Thomas Engineering Group, LLC certifies that it has not had a record of substandard work within the past five years.

TEG is committed to providing professional services consistent with the degree of care and skill ordinarily exercised by members of the same profession practicing under similar circumstances. The firm maintains internal quality assurance and quality control procedures appropriate to the size, complexity, and requirements of each assignment.

D. CERTIFICATION REGARDING UNETHICAL PRACTICES

Thomas Engineering Group, LLC certifies that it has not engaged in unethical practices within the past five years.

TEG conducts its business in accordance with applicable professional standards, licensing requirements, laws, regulations, and ethical obligations. Our firm is committed to honesty, accountability, transparency, and the responsible stewardship of public funds.

E. RESPONSIBILITY FOR THE CONTRACT

If selected and awarded an assignment, Thomas Engineering Group, LLC acknowledges and accepts responsibility for the performance of the services included in its agreement with the Village of Western Springs.

TEG also acknowledges its responsibility for the coordination, management, and payment of any approved subconsultants or independent contractors retained by TEG for an assignment, unless otherwise expressly provided in the applicable agreement.

F. ADDITIONAL INFORMATION

TEG provides planning, design, municipal engineering, transportation engineering, construction engineering, drainage and stormwater engineering, and surveying services to public agencies throughout northeastern Illinois.

Our multidisciplinary structure allows TEG to support assignments throughout the full project life cycle, including preliminary investigation, survey, funding coordination, design, permitting, bidding, construction engineering, documentation, and closeout. Our in-house survey group is led by an Illinois-licensed Professional Engineer and Professional Land Surveyor, allowing TEG to respond promptly when field verification, construction layout, easement preparation, record surveys, or other survey services are required.

TEG is also experienced in locally funded, Motor Fuel Tax-funded, state-funded, and federally funded infrastructure projects. Our staff includes professionals experienced with IDOT requirements, grant coordination, construction documentation, materials coordination, project scheduling, utility coordination, public communication, and construction closeout.

TEG has the capacity to support multiple concurrent Village assignments and will assign personnel based on the specific needs, schedule, complexity, and technical requirements of each project. Senior leadership will remain engaged in each assignment to provide accountability, quality control, and timely resolution of issues.

G. AUTHORIZED SIGNATURE

The undersigned certifies that the information contained in this Statement of Qualifications is true and correct to the best of his knowledge and that he is authorized to provide this information and bind Thomas Engineering Group, LLC.

Thomas Engineering Group, LLC agrees that, if selected, it will perform authorized assignments in accordance with mutually agreed-upon scopes, schedules, fees, and professional services agreements.

Thomas Engineering Group, LLC



Thomas E. Gill, III, PE

President

Date: 06/22/2026

H. PRIMARY CLIENT REPRESENTATIVE

Kevin VanDeWoestyne, PE, ENV SP
Principal and Municipal Department Head
Thomas Engineering Group, LLC
2625 Butterfield Road, Suite 209W
Oak Brook, Illinois 60523
Telephone: (847) 815-9500
Email: kevinv@thomas-engineering.com

Kevin VanDeWoestyne, PE, ENV SP will serve as TEG's primary client representative and first point of contact for the Village of Western Springs. Kevin will coordinate project assignments, confirm the appropriate staffing and technical resources, monitor responsiveness and schedule, and maintain regular communication with Village staff.

Kevin has more than 23 years of experience providing municipal engineering services for locally and federally funded roadway, water main, sanitary sewer, storm sewer, drainage, pedestrian, and other public infrastructure projects. He will be supported by TEG's Municipal, Transportation, Construction, and Survey department leaders and will assign the most qualified personnel for each Village-authorized assignment.

FIRM OFFICERS

President:

Thomas Gill, PE
tomg@thomas
-engineering.com
(708) 533-1700

Principal/Construction

Department Head:

Gregory Benske
gregb@thomas
-engineering.com
(847) 847-6181

Principal/Municipal

Department Head:

Kevin VanDeWoestyne
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-engineering.com
(847) 815-9500

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Department Head:

Curtis Cornwell
PE, PTOE
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-engineering.com
(773) 251-7938

Survey Department Head:

Christopher DeYoung
PE, PLS
chrisd@thomas
-engineering.com
(708) 254-2948

OFFICE LOCATIONS

238 S. Kenilworth Avenue
Suite 100
Oak Park, IL 60302

762 Shoreline Drive
Suite 200
Aurora, IL 60504

2625 Butterfield Road
Suite 209W
Oak Brook, IL 60523

Thomas Engineering Group, LLC (TEG) is a professional engineering firm providing construction engineering, municipal engineering, transportation, and survey services to public sector clients. Founded in West Suburban Cook County (Oak Park), with branch offices in Aurora and Oak Brook, TEG is a Small Business Enterprise founded in 2008 and still owned and led by its original founders: Thomas Gill, PE, President; Greg Benske, Principal; and Kevin VanDeWoestyne, PE, Principal.

With the original founders still leading the company, clients have direct access to the owners who built the firm, established its standards, and remain accountable for its performance. Over the past 18 years, TEG has grown to more than 50 professionals across four departments: Municipal, Construction, Transportation, and Survey. Our growth has come through trust, repeat clients, and consistent service, not mergers, acquisitions, private equity, or outside ownership.

TEG has extensive experience with MFT and federally funded local agency projects and is well-versed in IDOT Bureau of Local Roads and Streets procedures, including construction oversight, documentation, pay estimates, change orders, materials coordination, and closeout requirements. We also have the capacity to commit the proposed team to this project. Based on our projected backlog, TEG anticipates approximately \$5 million in available capacity for 2027, supported by in-house municipal, transportation, construction, and survey staff.

Our approach is centered on collaboration, trust, and practical problem-solving. We take an ownership approach to every project, considering schedule, cost, site conditions, access needs, utilities, and construction impacts so our clients receive responsive service, sound field judgment, and dependable Phase III delivery.

At TEG, we are committed to service, responsiveness, and value, fostering long-term partnerships that drive progress and elevate communities. We bring the same level of expertise, innovation, and dedication that has defined our success for over a decade, ensuring that every project we undertake—whether in Phase II design or Phase III construction oversight—meets the highest standards of quality, efficiency, and stakeholder alignment.

STAFF QUALIFICATIONS: LICENSES AND CERTIFICATIONS

18	IL Licensed Professional Engineers	PE
5	Licensed Drone Pilots	
3	Qualified Construction Stormwater Inspectors	QCSI
3	Professional Traffic Operations Engineers	PTOE
2	Certified Floodplain Managers	CFM
2	Road Safety Professionals	RSP
1	Qualified MS4 LID/Green Infrastructure Inspector	QLIDI
1	IL Licensed Professional Land Surveyor	PLS
1	Envision Sustainability Professional	ENV SP
1	ISA Certified Arborist	



CLIENT LIST

CLIENTS THAT TEG HAS SERVED THROUGH A PRIME CONTRACT

Village of Addison ♦	City of Hickory Hills	Village of Oswego
Village of Arlington Heights	City of Highland Park ± ♦	Village of Riverside
City of Aurora ±	Village of Hoffman Estates ♦	Village of River Forest ±
Village of Bensenville ♦	Village of Indian Head Park ±	Village of Riverwoods
City of Berwyn	Illinois Department of	City of Rolling Meadows ♦
Brookfield Zoo	Transportation	Village of Schaumburg ♦
Village of Burr Ridge ±	City of Joliet ♦	Village of South Elgin
Village of Carol Stream ♦	Kane County Division of	City of St. Charles ±
Village of Channahon ±	Transportation	Village of Vernon Hills
City of Chicago ♦	City of Lake Forest	Village of Villa Park ♦
Chicago Transit Authority ♦	Village of La Grange	City of Warrenville ♦
Village of Deerfield	Village of Lisle	City of West Chicago ±
City of Des Plaines	City of Lockport ±	Village of Westmont ♦
DuPage County Division of	Village of Lombard ± ♦	City of Wheaton ±
Transportation ±	Village of Mount Prospect	Village of Wheeling
City of Elgin	City of Naperville ♦	Village of Wilmette
City of Evanston ♦	Village of Niles	Winfield Township ±
FHWA	Village of Northbrook	Will County Department of
Village of Fox Lake	Village of Oak Brook ♦	Transportation
Village of Glen Ellyn	Village of Oak Park	City of Wood Dale ± ♦
Hanover Township ±	Village of Orland Park ± ♦	Village of Woodridge ♦

± ON-CALL ENGINEERING SUPPORT SERVICES

♦ ENGINEERING CONSULTANT SHORTLIST

SUBCONSULTANTS



Huff & Huff, Inc., a subsidiary of GZA GeoEnvironmental, Inc., is a multidisciplinary environmental consulting and engineering firm providing environmental, ecological, water resources, and natural resource services to public- and private-sector clients. The firm partners with communities, agencies, and project teams to deliver sustainable, science-based solutions that support infrastructure development, environmental stewardship, and long-term resilience.



Established in 2009, **Rubino Engineering, Inc. (Rubino)** specializes in providing geotechnical engineering throughout Northern Illinois and the Greater Chicago area. Rubino has extensive experience performing Geotechnical Engineering services on local, county, and IDOT roadway projects in accordance with the IDOT Geotechnical Manual and the IDOT Subgrade Stability Manual. Michelle Lipinski, PE and her team can provide geotechnical engineering assistance as needed.



WATER MAIN ENGINEERING

Below is a representative list of recent water main projects that have been managed and/or designed by our team of professionals. Additional projects of each of the TEG project team members can be found in their resumes included as part of this proposal. In addition, a more extensive list of project experience and details are available upon request.

PROJECT	CLIENT INFORMATION	WATER MAIN LENGTH	Replacement	Rehabilitation	IEPA State Revolving Fund Public Water Supply Loan Program
St. John Neighborhood Street	City of Elgin Mike Pubentz (847) 931-5968 mike.pubentz@elginil.gov	3,960 feet (.75 miles)	X	X	X
Sophia Street Area Water Main	City of West Chicago Mehul Patel (630) 293-2255 mpatel@westchicago.org	3,800 feet (0.72 miles)	X		X
IL Route 64 Utility Relocation		8,200 feet (1.6 miles)	X		
IL Route 38 Water Main Relocation		745 feet (0.1 miles)	X		X
Bishop Street & Brown Street Water Main		1,400 feet (0.27 miles)	X		X
Water Main Replacement	City of Wheaton Sarang Lagvankar (630) 260-2067 slagvankar@wheaton.il.us	5,800 feet (1.1 miles)	X		X
Annual Water Main Replacement	Village of Burr Ridge David Preissig (630) 323-4733 dpreissig@burr-ridge.gov	2,928 feet (0.55 miles)	X		X
Woodview Estates Water Main Replacement		5,567 feet (1.05 miles)	X		X
Schmale Road Water Main	Village of Carol Stream Adam Frederick (630) 871-6220 afrederick@carolstream.org	7,500 feet (1.4 miles)	X	X	X
Roosevelt Road Water Main Lining	Village of Lombard Carl Goldsmith (630) 620-5740 goldsmithc@villageofflombard.org	16,000 feet (3.0 miles)		X	
2022 Water Main Replacement Project	Village of Mount Prospect Casey Botterman (847) 870-5640 cbotterman@mountprospect.org	12,000 feet (2.3 miles)	X		X
Water Main Projects	Village of Oak Brook Tim O'Malley (630) 368-5276 tomalley@oak-brook.org	12,000 feet (2.3 miles)	X		X
Annual Water Main Replacement	Village of River Forest Bill Koclanis (708) 714-3550 bkoclanis@vrf.us	2,250 feet (0.43 miles)	X		
Water Supply Improvement Project	Morton Grove-Niles Water Commission William Balling (847) 863-7101 bill@wrblc.com	50,000 feet (9.5 miles)	X	X	

ROADWAY ENGINEERING

PROJECT	CLIENT INFORMATION	CONSTRUCTION COST (MILLIONS)	Intersection and Roadway	Traffic Signal Installation	Stormwater Improvements	Bridge Reconstruction and Rehabilitation	Multi-Use Path Improvements	IDOT Documentation
Kautz Road Multi-Use Path	City of Aurora Tim Weidner (630) 256-3202 weidnert@aurora.il.us	\$0.5			X		X	X
Resurfacing Program		\$4.5	X	X			X	X
Noisewall Improvements		\$4.5					X	X
Indian Trail Resurfacing		\$3.8	X	X			X	X
Development Inspection		\$20.0	X	X	X		X	X
Addison Creek CDBG Storm Sewer Improvements	Village of Bensenville Joseph Caracci (630) 350-3435 jcaracci@bensenville.il.us	\$2.5			X			
Browngate Subdivision Improvements		\$1.9	X		X			X
Spruce Avenue Improvements		\$4.0	X	X	X		X	X
Diehl Road Resurfacing	DuPage County Stephen Travia (630) 407-6910 Stephen.Travia@dupagecounty.gov	\$0.5	X	X	X			X
County-Wide Resurfacing		\$6.0	X	X	X		X	X
Naperville Road Reconstruction		\$9.0	X	X	X		X	X
Roadway Program	Hanover Township Caleb Hanson (630) 837-0301 chanson@hanover-township.org	\$3.0	X		X		X	X
Tiknis Campus Expansion		\$1.1	X		X		X	
Oakton Street Bridge Reconstruction	Illinois Department of Transportation Chris Haydel (847) 705-4260 christopher.haydel@illinois.gov	\$20.0	X	X	X	X	X	X
Various Highways and Bridges Phase I		\$50.0	X	X	X	X	X	X
Various Highways and Bridges Phase II		\$30.0	X	X	X	X	X	X
Various Highways and Bridges Phase III		\$20.0	X	X	X	X	X	X



ROADWAY ENGINEERING

PROJECT	CLIENT INFORMATION	CONSTRUCTION COST (MILLIONS)	Intersection and Roadway	Traffic Signal Installation	Stormwater Improvements	Bridge Reconstruction and Rehabilitation	Multi-Use Path Improvements	IDOT Documentation
Longmeadow Parkway Fox River Bridge	Kane County Department of Transportation Dave Boesch (630) 584-1170 boeschdavid@co.kane.il.us	\$25.0	X		X	X	X	X
Randall Road Bridge Replacement		\$3.0	X	X	X	X		X
Kirk Road & Fabyan Parkway Recon		\$8.0	X	X	X	X		X
Deerpath Road Streetscape	City of Lake Forest James Lockefer (847) 810-3542 lockfej@cityoflakeforest.com	\$3.7	X		X		X	X
Bank Lane Streetscape		\$0.8	X		X		X	X
Green Bay Road Improvements		\$2.0	X		X		X	X
Main Street Reconstruction & Widening	Village of Lombard Carl Goldsmith (630) 620-5740 goldsmithc@villageoflombard.org	\$7.0	X	X	X		X	X
Westmore/Meyers Road Rehabilitation		\$4.0	X	X	X			X
Downtown Streetscape		\$4.0	X	X	X		X	X
Great Western Trail Bridges		\$4.5	X		X	X	X	X
Highland Avenue Sewer Separation Improvements		\$1.5	X		X			
Lombard Meadows Reconstruction		\$3.7	X		X		X	X
75th and Washington Reconstruction	City of Naperville Matthew Calpin (630) 305-3430 calpinm@naperville.il.us	\$25.0	X	X	X	X	X	X
87th Street Resurfacing		\$1.0	X					X
Julian Street Improvements		\$3.1	X		X			
Sylvan Circle and E. Porter Avenue Reconstruction		\$4.5	X		X			
Washington Street Bridge		\$2.2	X	X	X	X	X	X

ROADWAY ENGINEERING

PROJECT	CLIENT INFORMATION	CONSTRUCTION COST (MILLIONS)	Intersection and Roadway	Traffic Signal Installation	Stormwater Improvements	Bridge Reconstruction and Rehabilitation	Multi-Use Path Improvements	IDOT Documentation
Bode Road Resurfacing	Village of Schaumburg Scott Shirley (224) 995-3016 sshirley@schaumburg.com	\$1.7	X	X			X	X
Meacham Streetscape		\$2.0	X	X	X		X	X
National Parkway		\$4.0	X	X	X		X	X
Springinsguth Road Improvements		\$4.1	X	X	X		X	X
Knollwood Drive Improvements		\$5.0	X	X	X		X	X
General Services	City of West Chicago Mehul Patel (630) 293-2255 mpatel@westchicago.org	\$90.0	X	X	X	X	X	X
Hawthorne Avenue Reconstruction		\$14.0	X	X	X	X	X	X
Washington St. Reconstruction		\$1.1	X	X	X			X
Harvester Road Reconstruction		\$3.9	X		X			X
Nuclear Drive and Northwest Avenue Reconstruction		\$3.0	X		X		X	X
CBD Alley Reconstruction Program	Village of Westmont Amy Ries (630) 981-6289 aries@westmont.il.gov	\$10.0			X			X
Des Moines Street		\$2.1	X	X	X		X	X
Burlington Avenue Realignment		\$3.7	X	X	X		X	X
Gary Avenue Reconstruction	City of Wheaton Sarang Lagvankar (630) 260-2067 slagvankar@wheaton.il.us	\$4.1	X	X	X	X	X	X
Blanchard Street & President Street		\$2.0	X	X	X		X	X
Bridge Inspection		\$2.0				X		X
Old Glenview Road Resurfacing	Village of Wilmette Ron Milanesio (847)853-7628 milanesior@wilmette.com	\$1.2	X					X
CIP Survey		\$1.5	X					X
Construction Inspection		\$4.0	X	X	X	X	X	X
Roadway Rehabilitation Program	City of Wood Dale Alan Lange (630) 787-3761 alanlange@wooddale.com	\$30.0	X	X	X		X	X
Salt Creek Greenway Bridge		\$1.0	X		X	X	X	X



Sylvan Circle & E. Porter Avenue Roadway Improvements

CITY OF NAPERVILLE

PHASE I/II/III



PROJECT DESCRIPTION

The City of Naperville Water/Wastewater Department identified the need to upgrade the 75-year-old existing watermain along Sylvan Circle and E. Porter Avenue. They partnered with the City's Transportation, Engineering, and Development Department to provide comprehensive upgrades to the neighborhood. TEG performed Phase 1 and Phase 2 design services for these improvements, which included 3,000 feet of roadway replacement, a new looped water main system, sanitary manhole and sewer replacement, and the addition of a drainage system.

The existing roadway did not meet current City standards and the project included extensive public outreach to gauge residents' interest in street width, adding curb & gutter, and adding sidewalks. TEG's in-house arborist and construction management expertise were critical to designing the improvements with the least impact on the neighborhood and establishing realistic expectations of the residents. The expedited design was completed in less than 9 months.

The scope of the Phase III project included a complete roadway reconstruction of Sylvan Circle and E. Porter, along with the replacement of the existing watermain and existing sanitary sewer. As part of the roadway reconstruction, these local roads were upgraded to City standards, incorporating storm sewer and curb & gutter to alleviate localized flooding caused by the previous ditch drainage. Residential driveway access was maintained throughout the duration of the project.

CLIENT INFORMATION

Matthew Calpin, PE
Project Engineer
City of Naperville
400 S. Eagle Street
Naperville, IL 60540
(630) 305-3430
calpinm@naperville.il.us

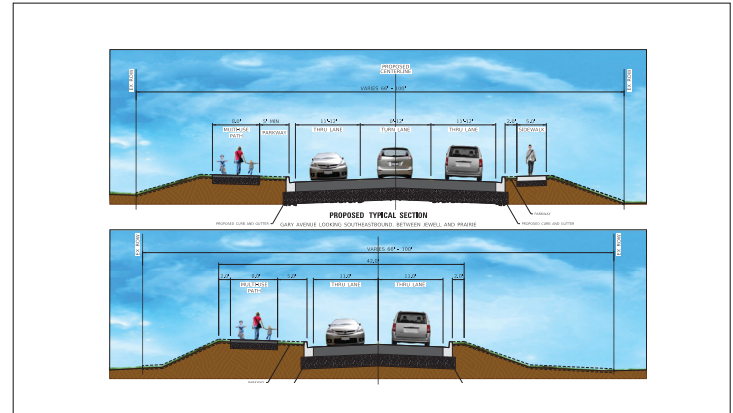
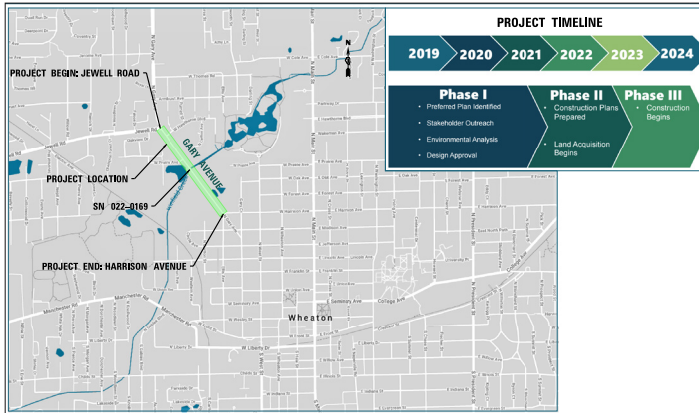
PROJECT INFORMATION

Date
04/2023 - 11/2024

Gary Avenue Reconstruction

CITY OF WHEATON

PHASE I/II/III



PROJECT DESCRIPTION

TEG completed Phase I engineering, Phase II design engineering, and Phase III construction management for roadway improvements on Gary Avenue from Jewell Road to Harrison Avenue. The project included full-depth pavement reconstruction, conversion to a 3-lane cross section for the northern portion of the corridor, and a traffic signal installation program that included signal warrant analysis, capacity analysis, and preparation of an Intersection Design Study. Additional improvements included extending an existing triple-cell box culvert, construction of a new off-street multi-use path, installation of curb and gutter to replace shoulders, drainage and storm sewer design, and evaluation of potential impacts to wetlands and floodplains.

Two intersections within the project limits were evaluated for traffic operations and safety improvements. Alternatives considered included roundabouts, all-way stop control, and signalized intersection control. Gary Avenue at Prairie Avenue was recommended for a new traffic signal installation based on the capacity analysis, signal warrants, and a supporting benefit-cost analysis. The study determined that maintaining the existing all-way stop control at Gary Avenue and Harrison Avenue was the preferred alternative after considering operational performance, economic impacts, and effects on adjacent property owners.

During Phase II, TEG advanced the preferred alternative into final design documents. Key elements included integrating the off-street multi-use path, transitioning portions of the corridor to an enclosed drainage system, and designing the new traffic signal at Prairie Avenue with added left-turn channelization. The Phase I and II effort included extensive coordination with City staff and multiple stakeholders and agencies. In Phase III, TEG provided construction management services to support successful delivery of the improvements, including field oversight, contractor coordination, documentation and pay estimate support, schedule and staging coordination, and closeout deliverables to maintain quality, safety, and timely completion.

CLIENT INFORMATION

Sarang Lagvankar, PE
Senior Project Engineer
City of Wheaton
303 W Wesley Street
Wheaton, IL 60187
(630) 260-2067
slagvankar@wheaton.il.us

PROJECT INFORMATION

Dates
08/2019 – 06/2026
Phase III: FY2025



Naperville

January 16, 2025

To Whom It May Concern,

The City of Naperville's water utility department had identified the aging watermain infrastructure along Sylvan Circle and E. Porter Avenue as a system needing full replacement and looping to aide future maintenance. The City's Transportation and Engineering department saw this as a great opportunity to cooperate by including much needed roadway improvements within this rural-esqe neighborhood due to the watermain replacement already impacting large portions of the existing roadway.

Thomas Engineering was selected to perform the perform the Phase 1 & 2 Engineering, and later chosen to perform Phase 3 Construction Engineering as well, for the Sylvan Circle Watermain and Roadway Improvements project in the City of Naperville.

The Phase 1 & 2 Engineering required extensive public involvement as the neighborhood includes many long-time residents who appreciate the rural feeling and wooded nature while being so close to downtown area, which is a luxury many other neighborhoods can't offer. Mary Cave, Vince Micek, and Stephen VanDeveer from Thomas Engineering assisted the City in holding 3 public involvement meetings, where the public input was heavily incorporated into the final engineering plans. Items for consideration at each public meeting included typical roadway section, roadway realignment, type of curbing, installation of sidewalk, area of impact and tree preservation, among others. The professionalism and personal attention provided to each resident from the Thomas Engineering team was second to none. During these public involvement meetings, the residents began to form relationships with the Thomas Engineering staff which carried on through the construction phase.

Stephen VanDeveer, Resident Engineer, and Joseph Lynch, Inspector, were on the job site throughout the duration of construction and went above and beyond in all aspects to coordinate between the City, Contractor, Sub-Contractors, and residents. The public involvement from the engineering phase of the project carried over ten-fold throughout the construction phase as the many residents had very detailed and specific requests regarding impacts to their property frontages and overall neighborhood. Stephen and Joe again were very professional and polite in representing the City while working to address each question/concern to the best of their ability.

The project was completed on-time and under budget and was largely due to the well-prepared engineering plans and field support/coordination from concept all the way through final punchlist items. We here at the City of Naperville can't recommend Thomas Engineering enough!

Sincerely,

Matt Calpin, P.E.

Project Engineer, Transportation, Engineering and Development Business Group





ENGINEERING DEPARTMENT
303 W WESLEY STREET, WHEATON, IL, 60187
630.260.2065 | www.wheaton.il.us

January 8, 2026

To Who It May Concern:

I am pleased to provide this letter of recommendation for Thomas Engineering Group, LLC (TEG) in recognition of their planning, engineering design, and construction oversight services provided to the City of Wheaton over many years. Most recently, TEG served as the City's consultant for the Gary Avenue Phase II and Phase III Projects, as well as the Lorraine Road Resurfacing Project.

Throughout the planning and engineering design process, TEG remained highly engaged and worked closely with City staff and project stakeholders. They developed designs that were both functional and economically viable, demonstrating a strong understanding of technical requirements while remaining attentive to the City's priorities and objectives.

During construction, TEG consistently upheld the highest standards of professionalism and dedication. Their team collaborated effectively with stakeholders, municipal staff, and contractors to ensure successful project delivery, always prioritizing the best interests of the City. Both projects included federal funding, and TEG represented the City exceptionally well by navigating the project development and implementation processes in full conformance with Illinois Department of Transportation requirements.

We welcome the opportunity to continue working with Thomas Engineering Group as a valued partner in helping the City of Wheaton advance its mission and vision for the ongoing development of our community.

Sincerely,
DEPARTMENT OF ENGINEERING

A blue ink signature of Sarang A. Lagvankar, P.E., written in a cursive style.

Sarang A. Lagvankar, P.E.
Senior Project Engineer





October 10, 2025

RE: Letter of Recommendation for Thomas Engineering Group, LLC

To Whom It May Concern:

I am pleased to provide this letter of recommendation for Thomas Engineering Group, LLC (TEG) in recognition of the professional engineering services they have provided to the Village of Lisle. Since 2018, TEG has supported the Village of Lisle with Phase I and Phase II Engineering Design and Phase III Construction Engineering Services on a variety of projects. Most recently for the Village's Ohio Street/Short Street Resurfacing Project and the Burlington Avenue Reconstruction Project which utilized STP funds, secured with grant application assistance from TEG, for construction and Phase III services.

TEG truly functions as an extension of our staff, and I have the utmost trust in their ability to represent the Village professionally and effectively. They remain actively engaged, working closely with our staff and stakeholders. Their designs are both functional and cost-effective, demonstrating a strong grasp of technical requirements while aligning with the Village's goals, priorities, schedules, and budget.

Throughout construction, TEG consistently upholds the highest standards of professionalism and dedication. They collaborate effectively with all parties involved, including our staff, stakeholders, and contractors, to ensure the success of each project, always prioritizing the best interests of the Village and its residents and business owners.

It is my pleasure to recommend TEG as a reflection of the high-quality services they have provided, and continue to provide, to the Village. We would welcome the opportunity to work with them again in the future.

If you have any questions, or would like to further discuss TEG's involvement with the Village of Lisle, please feel free to contact me directly at (630) 271-4171 or via email at jelias@villageoflisle.org.

Sincerely,

A handwritten signature in blue ink that reads "Jason Elias".

Jason Elias, P.E.
Public Works Director

↓ CURRENT WORKLOAD AND CAPACITY

Thomas Engineering Group, LLC (TEG) has the staff, organizational depth, and current capacity to accept and successfully complete assignments issued by the Village of Western Springs. TEG has more than 50 professionals working from offices in Oak Park, Oak Brook, and Aurora across four coordinated departments: Municipal, Transportation, Construction, and Survey.

TEG has grown deliberately to maintain the resources needed to support both major capital projects and responsive day-to-day municipal assignments. Our current workload includes municipal roadway, water main, sanitary sewer, stormwater, transportation, surveying, and construction engineering projects throughout northeastern Illinois. These assignments are distributed among multiple project managers, engineers, resident engineers, inspectors, survey crews, and technical staff rather than concentrated with a small number of individuals.

Based on TEG's current backlog, anticipated project schedules, and available staff resources, the firm has capacity to accept Western Springs assignments during the second half of 2026 and throughout 2027 and beyond. TEG anticipates approximately \$5 million in available professional services capacity for 2027, supported by in-house municipal, transportation, construction, drainage, and surveying personnel.

This available capacity is not dependent on hiring future staff. The professionals proposed for Western Springs are currently employed by TEG, live and work in the Chicagoland area, and are available to support Village assignments as they are authorized.

Capacity to Support Multiple Types of Assignments

The Village may issue assignments that vary significantly in size, duration, urgency, and technical discipline. TEG's organizational structure allows us to support several types of work concurrently, including:

- Capital improvement planning and project programming
- Roadway resurfacing and reconstruction
- Water main replacement and system improvements
- Sanitary sewer and storm sewer improvements
- Surveying and construction layout
- Drainage investigations and resident concerns
- MFT-funded improvements
- County, state, and federally funded projects
- Development plan review
- Utility right-of-way permit review
- Bidding and construction
- administration
- Resident engineering and construction inspection
- Grant application and administration support
- General municipal engineering assistance

Each assignment will be staffed according to its scope, schedule, complexity, and funding requirements. Smaller assignments can be addressed promptly by the appropriate technical lead, while larger or multidisciplinary projects will be supported by personnel from several TEG departments.

Because TEG provides municipal, roadway, construction, drainage, and surveying services in-house, we can adjust staffing as project demands change. The Village will not be dependent on a single project manager or outside subconsultant for routine technical support.

COMMITMENT TO WESTERN SPRINGS

TEG will not accept a Western Springs assignment unless we have the available personnel and resources to meet the agreed scope and schedule. Our objective is not to maximize the number of assignments accepted. Our objective is to accept work that we can staff responsibly and complete successfully.

The Village will receive:

- A primary liaison with authority to commit resources
- Accessible firm principals
- Dedicated project managers
- In-house municipal, roadway, construction, drainage, and survey staff
- The ability to supplement project teams as needs change
- Senior quality control and accountability
- Timely communication regarding schedule, staffing, and progress

TEG's current workload and available capacity allow us to make a meaningful commitment to Western Springs and support the Village's roadway, water, sewer, stormwater, MFT, grant-funded, and general municipal engineering needs throughout the anticipated term of the selection.

↓ UNIQUE CHARACTERISTICS RELEVANT TO TEG'S ABILITY TO COMPLETE VILLAGE ASSIGNMENTS

TEG offers a combination of continuity, principal accessibility, proven performance on complex municipal projects, and in-house technical resources that is uncommon among firms of similar size. These characteristics are directly relevant to Western Springs because the Village is seeking consultants that can respond quickly, coordinate across disciplines, manage significant infrastructure investments, and remain accountable from the beginning of an assignment through final closeout.



FOUNDERS WHO REMAIN ACCESSIBLE AND INVOLVED

After 18 years in business, TEG's original founders continue to lead the firm, remain accessible to clients, and provide direct project services. Thomas Gill, PE, Greg Benske, and Kevin VanDeWoestyne, PE, ENV SP are not removed from daily operations or limited to executive oversight. They remain engaged with clients, participate in project decisions, assist with problem solving, and are available when an issue requires senior-level attention.

This continuity gives clients direct access to the people responsible for establishing the firm's standards and commitments. Village staff do not have to navigate multiple layers of management to reach a decision-maker. When a schedule concern, funding issue, design conflict, construction problem, or public concern arises, TEG's principals can become involved quickly and help resolve it.

The same leaders who make commitments during the selection and proposal process remain accountable for carrying them out. This is particularly valuable for on-call and roster-based assignments, where the consultant relationship may extend across multiple projects and several years. Western Springs will have direct access to experienced firm leadership that understands the Village's priorities, remembers previous decisions, and remains invested in the long-term success of the capital program.

ENTRUSTED WITH CLIENTS' LARGEST AND MOST COMPLEX PROJECTS

TEG has repeatedly been entrusted by public agencies with some of their largest, most visible, and most complex infrastructure projects. These assignments often involve multiple funding sources, major roadway reconstruction, water and sewer improvements, drainage systems, traffic control, utility conflicts, public access, environmental requirements, and coordination among several agencies and stakeholders.

Clients assign this work to TEG because they know our team understands what is required to complete a project successfully. Technical ability is only one part of that responsibility. Successful delivery also requires:

- Establishing a clear and realistic scope
- Identifying project risks early
- Developing accurate budgets and schedules
- Coordinating funding and permitting requirements
- Producing plans that can be constructed
- Maintaining communication with the owner and public
- Documenting decisions and quantities carefully
- Addressing field issues without unnecessary delay
- Protecting the client's financial and operational interests
- Completing final records and closeout requirements

TEG has earned these assignments through demonstrated performance and long-term client relationships. Our team understands that a public agency's most important projects carry financial, operational, political, and community consequences. We approach them as a true partner, not simply as a consultant completing a defined technical task.

That same ownership approach applies to assignments of every size. Whether Western Springs assigns TEG a major roadway and water main reconstruction, an MFT resurfacing project, a drainage investigation, a development review, or a limited field survey, the Village will receive responsive service, senior accountability, and practical recommendations focused on successful completion.

A TRUE AND PROVEN MUNICIPAL PARTNER

TEG's public agency clients rely on us because we understand municipal engineering from the owner's perspective. We recognize that Village staff must balance technical needs with available funding, public expectations, operations, Board direction, construction schedules, and long-term maintenance.

Our role is to make those responsibilities easier to manage. We identify concerns early, provide clear recommendations, and present practical options so Village staff can make informed decisions. We do not wait for problems to become claims, delays, or public concerns before raising them. Our team works proactively to protect scope, schedule, budget, quality, and communication.

TEG also understands that successful municipal service depends on consistency. An on-call engineering firm must be able to respond to urgent issues while maintaining progress on planned capital work. It must adapt its staffing to each assignment without losing accountability or institutional knowledge. TEG's department structure and principal involvement allow us to provide that consistency across roadway, water, sewer, stormwater, transportation, construction, and survey assignments.

A LOCAL FIRM WHOSE INVESTMENT REMAINS IN THE COMMUNITIES WE SERVE

TEG is a locally owned firm, and all of our employees live and work in the Chicagoland area. The revenue generated by our projects supports local salaries, local businesses, and the communities where our employees and their families live.

Unlike firms that transfer project revenue to downstate or out-of-state offices, corporate headquarters, or executives who are removed from the communities being served, TEG's financial activity remains rooted in the Chicago region. Our ownership, leadership, employees, and offices are all local. The fees paid to TEG are reinvested in the people and resources that directly support our municipal clients.

This local structure strengthens our commitment to the communities we serve. Our employees drive the same roads, use the same public infrastructure, support local businesses, and understand the expectations of Chicagoland residents and municipalities. We are personally invested in the quality, safety, and long-term performance of the public improvements we help deliver.

This means the Village's investment in professional services supports a local team that is accessible, accountable, and committed to the region. There are no distant corporate layers and no project profits being redirected to downstate or out-of-state offices. The Village's engineering fees support the professionals who will perform the work and the local communities in which they live.



IN-HOUSE SURVEYING LED BY A PROFESSIONAL LAND SURVEYOR

TEG maintains its own surveying department led by Christopher DeYoung, PE, PLS. This is a significant advantage throughout every phase of a municipal project.

Surveying is often one of the first activities required to advance an assignment and one of the most important resources when questions arise during design or construction. Because TEG's survey personnel are part of the same organization as our municipal, transportation, and construction teams, we can coordinate field work directly with the engineers who will use the information.

This integrated structure improves project delivery by providing:

- Faster mobilization for topographic and existing-condition surveys
- Direct communication between surveyors and design engineers
- More efficient utility and drainage investigations
- Timely supplemental survey when design questions arise
- Early identification of right-of-way, easement, and property concerns
- Responsive construction layout and field verification
- Rapid assistance with elevation, alignment, and quantity questions
- Accurate as-built and record information at project closeout

TEG does not have to wait for an outside survey subconsultant to become available before responding to a field issue. When a roadway elevation, utility location, property line, easement, construction stake, or record drawing question arises, our project manager can coordinate directly with our survey department and prioritize the work based on the Village's needs.

The department is led by an individual who is both a Professional Engineer and Professional Land Surveyor. This combination strengthens communication between engineering and survey disciplines and helps ensure that field information is collected and interpreted with the full project purpose in mind.

REDUCED RISK AND GREATER ACCOUNTABILITY FOR WESTERN SPRINGS

Together, these characteristics provide Western Springs with a consultant that offers the depth of a larger firm while maintaining direct access to its owners and technical leaders.

TEG's founders remain involved. Our clients trust us with complex projects. Our staff understand municipal project delivery from planning through construction. Our survey department is available in-house. Our senior personnel remain accountable when unexpected issues arise.

For Western Springs, this means:

- Direct access to firm decision-makers
- Consistent leadership across multiple assignments
- Faster response to field and survey needs
- Better coordination between design and construction
- Practical solutions grounded in municipal experience
- Stronger control of scope, schedule, budget, and documentation
- A consultant that remains responsible through final completion

TEG's value is not based only on the services we list. It is based on how we provide those services and the confidence our clients place in us to complete important public infrastructure projects successfully.

↓ PROFESSIONAL ERRORS AND OMISSIONS COVERAGE

Thomas Engineering Group, LLC currently maintains professional errors and omissions liability insurance with limits of \$2,000,000 per claim and \$2,000,000 in the annual aggregate. Coverage is written on a claims-made basis.



Illinois Department of Transportation

2300 South Dirksen Parkway / Springfield, Illinois / 62764

June 5, 2026

Subject: PRELIMINARY ENGINEERING
Consultant Unit
Prequalification File

Thomas Gill
THOMAS ENGINEERING GROUP, LLC
238 South Kenilworth Avenue
Suite 100
Oak Park, IL 60302

Dear Thomas Gill,

We have completed our review of your "Statement of Experience and Financial Condition" (SEFC) which you submitted for the fiscal year ending Dec 31, 2024. Your firm's total annual transportation fee capacity will be \$14,400,000.

Your firm's payroll burden and fringe expense rate and general and administrative expense rate totaling 131.53% are approved on a provisional basis. The rate used in agreement negotiations may be verified by our Bureau of Investigations and Compliance in a pre-award audit. Pursuant to 23 CFR 172.11(d), we are providing notification that we will post your company's indirect cost rate to the Federal Highway Administration's Audit Exchange where it may be viewed by auditors from other State Highway Agencies.

Your firm is required to submit an amended SEFC through the Engineering Prequalification & Agreement System (EPAS) to this office to show any additions or deletions of your licensed professional staff or any other key personnel that would affect your firm's prequalification in a particular category. Changes must be submitted within 15 calendar days of the change and be submitted through the Engineering Prequalification and Agreement System (EPAS).

Your firm is prequalified until December 31, 2025. You will be given an additional six months from this date to submit the applicable portions of the "Statement of Experience and Financial Condition" (SEFC) to remain prequalified.

Sincerely,
Jack Elston, P.E.
Bureau Chief
Bureau of Design and Environment

SEFC PREQUALIFICATIONS FOR THOMAS ENGINEERING GROUP, LLC

CATEGORY	STATUS
Special Studies - Traffic Studies	X
Special Plans - Traffic Signals	X
Special Services - Construction Inspection	X
Hydraulic Reports - Waterways: Typical	X
Hydraulic Reports - Waterways: Complex	X
Special Studies- Location Drainage	X
Location Design Studies - Reconstruction/Major Rehabilitation	X
Special Services - Surveying	X
Highways - Freeways	X
Location Design Studies - Rehabilitation	X
Highways - Roads and Streets	X
Special Services - Sanitary	X
Special Studies - Safety	X
Special Services - Landscape Architecture	X
Special Services - Public Involvement	X
Location Design Studies - New Construction/Major Reconstruction	X
Special Studies - Feasibility	X

X	PREQUALIFIED
A	NOT PREQUALIFIED, REVIEW THE COMMENTS UNDER CATEGORY VIEW FOR DETAILS IN EPAS.
S	PREQUALIFIED, BUT WILL NOT ACCEPT STATEMENTS OF INTEREST



MUNICIPAL ROADWAY, SEWER, WATER, OTHER CAPITAL AND INFRASTRUCTURE EXPERIENCE

Thomas Engineering Group, LLC (TEG) provides comprehensive municipal engineering services for roadway, water, sanitary sewer, storm sewer, drainage, transportation, surveying, permitting, construction engineering, and other public infrastructure improvements. Our work is performed almost exclusively for public agencies, which gives our staff a strong understanding of municipal decision-making, public funding requirements, resident expectations, operational constraints, and the need to coordinate closely with public works, engineering, administration, finance, community development, emergency services, and elected officials.

TEG's experience includes projects delivered through all phases of engineering, from preliminary investigation and capital planning through survey, design, permitting, bidding, construction observation, project administration, documentation, and record drawings. Our Municipal, Transportation, Construction, and Survey departments work together so that project decisions made during planning and design are informed by field conditions, constructability, long-term maintenance, and the practical needs of the owner.

For Western Springs, TEG's two strongest and most directly applicable disciplines are:

- ✓ Municipal Roadway Engineering
- ✓ Municipal Water Main Engineering

These disciplines align closely with the Village's voter-approved infrastructure program and its anticipated roadway, water, sewer, stormwater, and related capital assignments.

Top Discipline 1: Municipal Roadway Engineering

TEG has extensive experience planning, designing, and administering municipal roadway programs ranging from annual resurfacing and maintenance projects to complete neighborhood and corridor reconstruction. Our roadway work commonly includes pavement evaluation, roadway geometry, drainage, utility coordination, curb and gutter, sidewalk, ADA improvements, driveway reconstruction, traffic control, pavement markings, lighting, landscaping, public outreach, and construction engineering.

Our roadway experience includes:

- Full-depth roadway reconstruction
- Pavement resurfacing and rehabilitation
- Pavement condition evaluation and programming
- Hot-mix asphalt and Portland cement concrete pavement design
- Subgrade evaluation and stabilization
- Pavement patching and pavement preservation
- Curb and gutter replacement
- Sidewalk and ADA ramp improvements
- Roadway drainage and storm sewer design
- Multi-use paths and pedestrian facilities
- Traffic signal and intersection improvements
- Maintenance of traffic and construction staging
- Utility coordination and conflict resolution
- Streetscape improvements
- Street lighting
- Pavement markings and signing
- Public involvement and resident coordination
- Construction observation and contract administration
- MFT, state, county, and federally funded project administration

TEG approaches roadway engineering as an integrated municipal service rather than an isolated pavement assignment. In established communities, roadway projects often affect water main, sanitary sewer, storm sewer, private utilities, drainage, trees, sidewalks, driveway access, schools, businesses, and emergency routes. Our team evaluates these elements together so the Village can address infrastructure needs efficiently and avoid reopening a recently improved roadway for foreseeable utility work.

During preliminary engineering and capital planning, TEG assists municipalities with pavement condition reviews, field reconnaissance, survey, drainage evaluation, utility investigation, alternatives analysis, cost estimating, funding strategy, and prioritization. We work with Village staff to identify the appropriate treatment for each roadway, whether that is routine resurfacing, structural patching, pavement reconstruction, drainage correction, or full utility and roadway replacement.

During final design, TEG prepares plans, specifications, quantities, engineer's estimates, permit applications, bid documents, and agency submittals. Our design staff coordinate closely with our construction personnel to identify staging issues, utility conflicts, access restrictions, constructability concerns, and potential cost risks before bidding.

During construction, TEG provides resident engineering, inspection, documentation, quantity measurement, materials coordination, schedule review, contractor coordination, pay estimates, change order review, public communication, and closeout. This continuity between design and construction helps reduce ambiguity and allows field issues to be addressed quickly.

Representative roadway experience includes:

- *Gary Avenue Reconstruction, City of Wheaton*
- *Burlington Avenue Reconstruction, Village of Lisle*
- *Wood Street Reconstruction, City of West Chicago*
- *St. John Street Reconstruction, City of Elgin*
- *Lombard Meadows Reconstruction, Village of Lombard*
- *MFT Roadway Resurfacing Program, Village of Woodridge*
- *Annual Road Repair Programs, Village of Indian Head Park*
- *Wolf's Crossing at Harvey Road Reconstruction, Village of Oswego*
- *Municipal resurfacing, reconstruction, sidewalk, drainage, and maintenance programs for West Chicago, Indian Head Park, Lombard, Schaumburg, Bensenville, Oak Park, Aurora, and other communities*

Roadway Knowledge Applicable to Western Springs

Western Springs is a mature, primarily residential community where roadway projects will require careful coordination with existing homes, mature trees, driveways, sidewalks, utilities, schools, businesses, the downtown area, and the BNSF/Metra corridor. TEG understands that successful roadway delivery in this setting depends on more than pavement design.

Our roadway approach for Western Springs would include:

- *Evaluating roadway and underground utility needs together*
- *Confirming the appropriate pavement treatment based on field conditions*
- *Identifying drainage deficiencies before establishing roadway profiles*
- *Coordinating water, sanitary, storm, and private utility conflicts early*
- *Developing practical staging and traffic control*
- *Preparing realistic construction cost estimates*
- *Coordinating MFT, referendum, local, county, state, and federal funding requirements*
- *Providing clear notices and regular updates to residents and businesses*
- *Providing complete closeout and record information for future capital planning*
- *Maintaining driveway, school, business, pedestrian, and emergency access*
- *Tracking quantities, changes, schedule, and funding eligibility during construction*

TEG's roadway experience allows us to help the Village select the correct level of improvement, avoid unnecessary reconstruction where a lower-cost treatment is appropriate, and identify where full reconstruction is necessary to protect the Village's long-term investment.

Top Discipline 2: Municipal Water Main Engineering

TEG has substantial experience with municipal water main replacement, rehabilitation, extension, and construction engineering. Our staff have provided preliminary engineering, survey, final design, permitting, bidding assistance, construction observation, testing coordination, documentation, and closeout for water projects involving residential neighborhoods, major roadways, county highways, constrained rights of way, easements, park property, and locations requiring trenchless installation.

Our water main experience includes:

- Existing water system evaluation
- Water main replacement and upsizing
- Water system looping and redundancy
- Fire flow improvements
- Replacement of aging cast iron and ductile iron mains
- Ductile iron and PVC water main design
- Horizontal directional drilling
- Jacking and boring
- Water main installation in easements
- Valve, valve vault, and valve box replacement
- Hydrant installation and relocation
- Water service replacement
- Temporary water service planning
- Shutdown and tie-in coordination
- Pressure testing
- Disinfection and chlorination
- Bacteriological sampling coordination
- IEPA permitting and compliance
- Utility conflict resolution
- Roadway restoration and pavement patching
- Coordination with sanitary and storm sewer improvements
- Resident and business communication
- Construction inspection and materials documentation
- Record drawings and asset information

TEG understands that water main work directly affects public health, fire protection, property access, roadway condition, and daily customer service. Water projects must be designed and constructed with careful attention to maintaining service, sequencing shutdowns, coordinating tie-ins, verifying materials, documenting testing, and ensuring the new system is not placed into service until required approvals are complete.

Our water main design process begins with review of existing system records, available GIS information, break history, pipe age and material, hydraulic needs, fire flow, existing valves and hydrants, service locations, and known operational issues. We supplement record information with field survey, utility investigation, and coordination with public works personnel who understand the system's operating history.

During design, TEG evaluates alignment alternatives, pipe material, sizing, looping, connection points, easements, trenchless installation opportunities, utility conflicts, restoration limits, and construction staging. We coordinate with IEPA, county agencies, water reclamation districts, adjacent municipalities, and other permitting authorities as applicable.

During construction, TEG provides inspection of pipe installation, bedding, backfill, restraints, fittings, valves, hydrants, services, trenchless work, and restoration. Our team coordinates and documents shutdowns, pressure testing, chlorination, flushing, sampling, and acceptance. We also track quantities, review contractor requests, prepare pay estimates, address field conflicts, and maintain communication with residents and Village staff.

Representative water main experience includes:

- Schmale Road Water Main Replacement, Village of Carol Stream
- Michael Lane Water Main Replacement, Village of Addison
- Woodview Estates Water Main Replacement, Village of Burr Ridge
- Annual Water Main Program, Village of Burr Ridge
- Annual Water and Sewer Main Improvements, Village of Oak Park
- Burlington Avenue Reconstruction and Water Main Replacement, Village of Lisle
- St. John Street Reconstruction and Water Main Replacement, City of Elgin
- Wood Street Reconstruction and Water Main Replacement, City of West Chicago
- Pomeroy and Brown Street Water and Sanitary Improvements, City of West Chicago
- Lombard Meadows roadway, water, sanitary, and storm sewer improvements
- Water main and utility coordination assignments for numerous municipal clients throughout northeastern Illinois



Water Main Knowledge Applicable to Western Springs

The Village's referendum-funded program will require careful coordination between water main work and roadway restoration. TEG's combined roadway and water experience is especially valuable because the design of one directly affects the cost, staging, and performance of the other.

For Western Springs, our water main approach would include:

- | | | |
|---|---|--|
| <ul style="list-style-type: none"> • <i>Reviewing system age, break history, pipe material, pressure, fire flow, and operational concerns</i> • <i>Coordinating water improvements with the roadway capital program</i> • <i>Evaluating whether replacement should precede or be incorporated into roadway reconstruction</i> • <i>Identifying opportunities to improve looping and system redundancy</i> | <ul style="list-style-type: none"> • <i>Confirming connection points and valve isolation requirements</i> • <i>Coordinating service replacements and private property impacts</i> • <i>Evaluating trenchless installation where it may reduce pavement, tree, access, or restoration impacts</i> • <i>Preparing IEPA permit documents and responding to agency comments</i> • <i>Planning shutdowns and tie-ins with</i> | <p><i>Village operations staff</i></p> <ul style="list-style-type: none"> • <i>Maintaining resident, school, business, and emergency service access</i> • <i>Coordinating pressure testing, disinfection, flushing, and sampling</i> • <i>Tracking materials and testing documentation</i> • <i>Preparing accurate record drawings and asset information</i> |
|---|---|--|

Our objective is not simply to replace pipe. It is to improve system reliability, fire protection, maintainability, and long-term value while coordinating construction so that roadway and restoration costs are controlled.

Sanitary Sewer Experience

TEG provides sanitary sewer evaluation, rehabilitation, replacement, extension, and construction engineering services. Our experience includes:

- | | | |
|--|--|--|
| <ul style="list-style-type: none"> • <i>Sanitary sewer condition assessment</i> • <i>CCTV review and coordination</i> • <i>Infiltration and inflow reduction</i> • <i>Cured-in-place pipe lining</i> • <i>Point repairs</i> | <ul style="list-style-type: none"> • <i>Manhole rehabilitation</i> • <i>Sewer separation</i> • <i>Service replacement</i> • <i>Flow control and bypass planning</i> • <i>MWRD IICP compliance</i> | <ul style="list-style-type: none"> • <i>New sanitary sewer extensions</i> • <i>Development plan review</i> • <i>Construction observation and documentation</i> • <i>Coordination with roadway and water projects</i> |
|--|--|--|

TEG has assisted municipalities with annual sanitary sewer rehabilitation programs, combined sewer improvements, service repairs, manhole adjustments, and coordination of sewer work within roadway reconstruction projects. Our staff understand the importance of addressing sanitary sewer concerns before final roadway restoration whenever practical.

Storm Sewer and Drainage Experience

TEG provides municipal drainage and stormwater services ranging from individual property drainage investigations to major storm sewer and flood mitigation improvements. Our experience includes:

- | | | |
|---|--|--|
| <ul style="list-style-type: none"> • <i>Existing drainage system evaluation</i> • <i>Hydrologic and hydraulic analysis</i> • <i>Storm sewer design</i> • <i>Large-diameter storm sewer</i> • <i>Detention and retention</i> • <i>Culvert and box culvert improvements</i> | <ul style="list-style-type: none"> • <i>Roadway drainage</i> • <i>Rear-yard drainage</i> • <i>Green infrastructure</i> • <i>Floodplain and wetland coordination</i> • <i>Stormwater permitting</i> • <i>Erosion and sediment control</i> | <ul style="list-style-type: none"> • <i>NPDES compliance</i> • <i>Resident drainage complaint investigation</i> • <i>Construction engineering</i> |
|---|--|--|

Our staff include licensed professional engineers, certified floodplain managers, qualified stormwater inspectors, and personnel experienced in municipal drainage design and construction. We understand that localized drainage issues can be highly sensitive for residents and must be investigated carefully using field survey, record review, drainage analysis, and practical alternatives.



Other Capital and Infrastructure Services

TEG's additional municipal capabilities include:

- Capital improvement planning
- Pavement management
- Cost estimating
- Grant application support
- Grant administration
- Development plan review
- Right-of-way permit review
- Traffic engineering
- Traffic signal improvements
- Pedestrian and bicycle facilities
- Streetscape design
- Surveying and construction layout
- Easement and right-of-way plats
- Environmental permitting
- Tree inventory and arborist services
- Construction engineering
- Materials coordination
- Public outreach
- Utility coordination
- Bid assistance
- Record drawings
- GIS-ready deliverables

Our in-house survey group is a major advantage for municipal assignments. TEG's survey department is led by Christopher DeYoung, PE, PLS, allowing survey questions to be addressed quickly by a professional who understands both design and construction. We do not have to wait for a subconsultant to schedule routine field verification, construction layout, utility checks, easement preparation, or record survey work.

Integrated Capital Program Delivery

TEG's strongest value to Western Springs is our ability to integrate roadway, water, sewer, drainage, survey, design, and construction engineering. Capital projects are most successful when each discipline is considered as part of the same long-term infrastructure program. Our team helps municipalities:

- Prioritize projects based on condition, risk, funding, and community impact
- Coordinate roadway and underground utility improvements
- Develop realistic budgets and schedules
- Identify outside funding opportunities
- Prepare bid-ready plans and specifications
- Minimize design changes during construction
- Maintain access and communication
- Protect funding eligibility
- Track cost and schedule
- performance
- Complete closeout promptly
- Update records for future planning

This integrated approach supports Western Springs' goals of maintaining high-quality services, identifying cost efficiencies, protecting public funds, improving communication, and maintaining, rebuilding, and enhancing infrastructure.

MOTOR FUEL TAX-FUNDED PROJECT EXPERIENCE

TEG has extensive experience with Motor Fuel Tax-funded roadway, resurfacing, reconstruction, sidewalk, drainage, and related municipal projects. Our staff understand that MFT projects must be developed, approved, administered, documented, and closed out in accordance with IDOT requirements.

TEG's MFT services include:

- Project programming and annual capital planning
- Preliminary scope development
- MFT resolution and paperwork support
- Coordination with IDOT District One
- IDOT review and approval coordination
- Preparation of plans, specifications, and estimates
- Use of applicable IDOT standard specifications and recurring special provisions
- BLR form preparation and coordination
- Bid document preparation
- Bid tabulation and award assistance
- Preconstruction conference support
- Construction observation
- Materials inspection and documentation
- Quantity measurement
- Pay estimate preparation
- Change order review
- MFT eligibility tracking
- Project documentation
- Final inspection
- Record drawings
- Final paperwork and closeout



MFT Administration Approach for Western Springs

For Western Springs MFT assignments, TEG would begin by confirming the intended funding source and eligible scope before design is advanced. This avoids incorporating non-eligible work into MFT quantities without a clear local funding allocation.

Our process would include:

- | | | |
|---|--|--|
| 1. Confirm the project scope, funding split, and schedule with Village staff. | with IDOT requirements. | 8. Track quantities and funding codes throughout construction. |
| 2. Identify MFT-eligible and locally funded items. | 5. Track IDOT review comments and approvals. | 9. Review change orders for eligibility and available funding. |
| 3. Coordinate required resolutions, forms, and IDOT submittals. | 6. Coordinate bidding and award requirements. | 10. Prepare final documentation and assist with timely closeout. |
| 4. Prepare plans, specifications, quantities, and estimates consistent | 7. Establish construction documentation procedures before notice to proceed. | |

TEG understands that Western Springs maintains an MFT fund as part of its long-term capital planning. Our goal will be to help the Village use those restricted funds strategically and document each project so that MFT participation is protected.

COUNTY, FEDERAL, AND STATE GRANT-FUNDED PROJECT EXPERIENCE

TEG has extensive experience with infrastructure projects funded through county, state, and federal programs. Our staff have delivered planning, design, construction engineering, documentation, and closeout for projects involving federal transportation funding, Community Development Block Grant funding, county-administered programs, American Rescue Plan Act funding, state grants, IDOT participation, and other public funding sources.

Grant-funded projects require more than technical engineering. They require careful scope development, realistic schedules, funding eligibility review, agency coordination, documentation, reporting, and closeout. Failure to follow the funding agency's requirements can delay authorization, jeopardize reimbursement, or create additional local cost.

TEG's grant-funded project experience includes:

- | | | | |
|--|--|---|--|
| • <i>Surface Transportation Program funding</i> | • <i>American Rescue Plan Act funding</i> | • <i>IEPA loan and permit coordination</i> | • <i>Grant application and funding identification assistance</i> |
| • <i>Federal-aid transportation funding</i> | • <i>County-administered infrastructure grants</i> | • <i>MWRD-related infrastructure requirements</i> | • <i>Grant administration and reimbursement documentation</i> |
| • <i>Community Development Block Grant funding</i> | • <i>DuPage County funding programs</i> | • <i>Local and participating fund splits</i> | |
| • <i>CDBG Disaster Recovery funding</i> | • <i>State of Illinois funding</i> | | |
| | • <i>IDOT administered</i> | | |

Our grant-funded services include:

- | | | |
|---|--|---|
| • <i>Funding opportunity identification</i> | • <i>Preliminary engineering</i> | • <i>Change order review</i> |
| • <i>Grant application support</i> | • <i>Environmental and permitting coordination</i> | • <i>Pay estimate review</i> |
| • <i>Scope and cost development</i> | • <i>Phase II plans, specifications, and estimates</i> | • <i>Reimbursement support</i> |
| • <i>Funding eligibility review</i> | • <i>Funding authorization support</i> | • <i>Progress reporting</i> |
| • <i>Project programming</i> | • <i>Bid and award assistance</i> | • <i>Final documentation and closeout</i> |
| • <i>Intergovernmental coordination</i> | • <i>Construction engineering</i> | • <i>Materials and quantity documentation</i> |
| • <i>Agency agreements</i> | | |



Federal-Aid Transportation Experience

TEG has delivered federally funded Phase I, Phase II, and Phase III engineering assignments under IDOT oversight. Our staff understand the additional requirements associated with federal participation, including:

- *Project programming and authorization*
- *Phase I and environmental coordination*
- *Design approval*
- *IDOT plan and specification requirements*
- *Letting schedules*
- *Disadvantaged Business*
- *Enterprise commitments*
- *Federal-aid eligible pay items*
- *Materials documentation*
- *Construction*
- *documentation*
- *Change order approval*
- *Funding code tracking*
- *Final inspection and closeout*

Our construction personnel are experienced with IDOT documentation requirements and understand the importance of maintaining complete, contemporaneous project records. Our team uses daily documentation, quantity books, materials records, pay estimate support, change order logs, schedule reviews, photographs, and correspondence records to protect the owner and support reimbursement.

County-Funded Project Experience

TEG has worked with DuPage County, Cook County, Kane County, Will County, and other county agencies on roadway, stormwater, water, and infrastructure assignments. County-funded or county-administered work may involve separate agreements, permit requirements, reporting procedures, reimbursement requests, and schedule commitments.

Our county coordination experience includes:

- *County highway permits*
- *Stormwater management coordination*
- *Community Development*
- *Block Grant administration*
- *ARPA-funded infrastructure*
- *County right-of-way work*
- *County cost participation*
- *Intergovernmental agreements*
- *County review and inspection requirements*
- *Funding reimbursement documentation*

State-Funded Project Experience

TEG's state-funded experience includes projects administered through IDOT and other Illinois agencies. Our staff are familiar with state specifications, agreements, approvals, permits, documentation, and closeout procedures.

State-related coordination may include:

- *IDOT District One*
- *Illinois Environmental Protection Agency*
- *Illinois Department of Natural Resources*
- *Illinois Department of Commerce and Economic Opportunity*
- *Illinois Tollway*
- *State grant administrators*
- *State revolving loan and permit requirements*

For water main projects, TEG coordinates with IEPA regarding permits, pipe materials, separation requirements, pressure testing, disinfection, and acceptance. For roadway and transportation projects, TEG coordinates with IDOT regarding design approval, letting, construction documentation, and funding participation.

Grant Application and Administration Support

TEG can assist Western Springs before a grant is awarded and throughout project delivery. Grant application assistance may include:

- *Identifying eligible projects*
- *Developing preliminary scope and cost*
- *Preparing exhibits and project descriptions*
- *Documenting need and community benefit*
- *Establishing project readiness*
- *Developing schedules*
- *Coordinating supporting information*
- *Preparing grant application technical content*



Grant administration assistance may include:

TEG can assist Western Springs before a grant is awarded and throughout project delivery. Grant application assistance may include:

- *Reviewing grant terms*
- *Tracking deadlines*
- *Preparing progress information*
- *Maintaining supporting documentation*
- *Confirming eligible costs*
- *Coordinating agreements*
- *Reviewing changes for eligibility*
- *Assisting with final reporting and closeout*
- *Establishing funding codes*
- *Supporting reimbursement requests*

Grant-Funded Project Approach for Western Springs

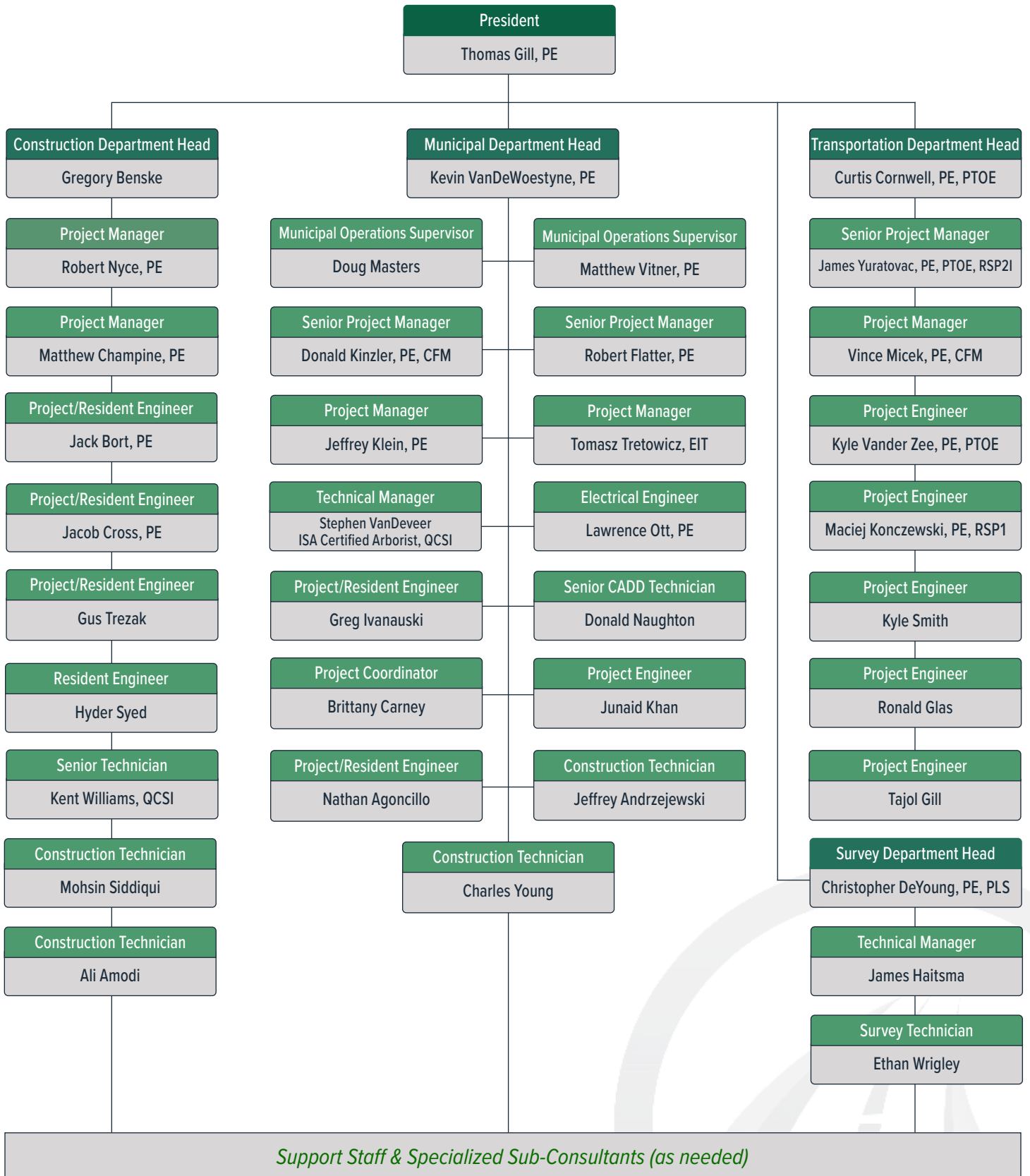
Western Springs' capital program may combine referendum proceeds, MFT, water and sewer funds, county participation, state grants, and federal funding. TEG will help the Village establish a clear funding plan for each assignment before design begins.

Our process will include:

1. Identify each funding source and its requirements.
2. Separate eligible and non-eligible project elements.
3. Establish funding codes and documentation procedures.
4. Develop a schedule tied to agency authorization and grant deadlines.
5. Coordinate required environmental, permit, and design approvals.
6. Prepare plans and specifications that align with the funding agreement.
7. Confirm bid and award requirements.
8. Track construction quantities and changes by funding source.
9. Maintain records supporting reimbursement.
10. Complete agency and grant closeout promptly.

TEG's goal is to help Western Springs secure and use outside funding without allowing administrative requirements to delay project delivery. Our staff will coordinate directly with Village personnel and funding agencies, identify issues early, and maintain the records necessary to protect the Village's investment and reimbursement eligibility.

KEY PERSONNEL AVAILABILITY AND ASSIGNMENT CHART / PROFESSIONAL QUALIFICATIONS / FIRM RESUME




Kevin VanDeWoestyne, PE, ENV SP | *Municipal Department Head*

Years of Experience: 23 / 18 at TEG | Office location: Aurora, Illinois |

Key Project Experience: Engineering Services (Indian Head Park, West Chicago, Channahon)

Our Municipal Department is led by Kevin VanDeWoestyne, PE, ENV SP, Kevin has 23 years of experience involving federally funded and locally funded roadway, parking lot, street lighting, storm sewer, bikeway and pedestrian, water main, and sanitary sewer projects. Mr. VanDeWoestyne leads professional engineering services for all three engineering phases: preliminary engineering, final design engineering, and construction engineering, but specializes in assisting local agencies with securing federal funding through intergovernmental coalitions, such as the DuPage Mayors and Managers Conference (DMMC).


Curtis Cornwell, PE, PTOE | *Transportation Department Head*

Years of Experience: 25 / 14 at TEG | Office location: Oak Brook, Illinois |

Key Project Experience: Traffic Engineering (Orland Park, IDOT), Streetscapes (Oak Park, Lake Forest)

Mr. Cornwell is a registered Professional Engineer and Professional Traffic Operations Engineer with 25 years of experience in roadway planning, public involvement, design, traffic analysis, and construction. He is familiar with many transportation software packages including MicroStation, GEOPAK Road, AutoCAD, HCS 2000, Synchro, SimTraffic, and AutoTURN. He is well-versed in the geometric development and analysis of complicated intersections including roundabouts.


Gregory Benske | *Construction Department Head*

Years of Experience: 37 / 18 at TEG | Office location: Oak Brook, Illinois |

Key Project Experience: Engineering Services (Lake Forest, Schaumburg, Lombard, Wilmette)

Mr. Benske, Construction Department Head, has over 35 years of municipal, roadway, highway, and bridge construction experience. He has extensive knowledge of HMA and PCC paving, earth excavation, drainage, utilities, structural construction, traffic signals, documentation, pay estimates, change orders, and project closeout.


Christopher DeYoung, PE, PLS | *Chief Surveyor*

Years of Experience: 20 / 14 at TEG | Office location: Oak Brook, Illinois |

Key Project Experience: On-Call Survey Services (Aurora, DuPage County, West Chicago, Wilmette)

Mr. DeYoung is a registered Professional Engineer and a Registered Professional Land Surveyor with 20 years of land surveying, design, and construction experience. Leading the surveying staff as well as overseeing all surveying activities for the group, he is responsible for the supervision of surveying staff and budget, subconsultant management, project schedules, and delivery.


Matthew (Matt) Vitner, PE | *Municipal Operations Supervisor (Construction)*

Years of Experience: 37 / 4 at TEG | Office location: Aurora, Illinois |

Key Project Experience: FY 2023-2025 Projects (Wood Dale), Engineering Services (West Chicago)

Mr. Vitner has 37 years of experience in the transportation industry managing the development, construction, and maintenance of capital infrastructure assets. Serving as Bureau Chief of Operations with IDOT, City Engineer and Public Works Director with the City of Rockford, his range of expertise includes managing routine roadway maintenance and reconstruction to large-scale corridor improvements.

**Doug Masters | *Municipal Operations Supervisor (Design+Development)*****Years of Experience:** 29 / 18 at TEG | **Office location:** Aurora, Illinois |**Key Project Experience:** Engineering Services (West Chicago), Development Review (St. Charles)

Mr. Masters has 29 years of experience involving municipal, county, environmental, and stormwater management design and construction. He has extensive knowledge in municipal and County infrastructure development and design. As an associate of TEG, he is responsible for project design and overseeing design and construction projects.

**Robert (Rob) Flatter, PE | *Project Manager*****Years of Experience:** 38 / 5 at TEG | **Office location:** Aurora, Illinois |**Key Project Experience:** On-Call Engineering Services (Winfield Township, Indian Head Park)

Mr. Flatter has 38 years of local governmental project management experience; including eight (8) years overseeing private development permit reviews and construction for the Village of Lombard, Illinois, five (5) years as Stormwater Division Manager for the County of DuPage, Illinois, and over eighteen (18) years as the Public Works Director/City Engineer for the City of West Chicago, Illinois. As the former Public Works Director/City Engineer, he was directly responsible for all aspects of the City's Capital Improvement Projects (i.e., planning, budgeting, design, construction, community relations, Infrastructure Committee liaison, etc.).

**Vincent (Vince) Micek, PE, CFM | *Project Manager*****Years of Experience:** 12 / 12 at TEG | **Office location:** Oak Brook, Illinois |**Key Project Experience:** Green Alley Program (Westmont), Streetscape Projects (Oak Park, Lake Forest)

Mr. Micek is a registered Professional Engineer and Certified Floodplain Manager with 12 years of experience in Phase I, II, and III services. Vince is experienced in roadway planning and design, hydrologic and hydraulic analysis, stormwater management, green infrastructure, erosion and sediment control, maintenance of traffic, utility coordination and relocation, permitting, constructability, value engineering, and the development of special provisions and specifications.

**Kyle Vander Zee, PE, PTOE | *Project Engineer*****Years of Experience:** 10 / 10 at TEG | **Office location:** Oak Brook, Illinois |**Key Project Experience:** Green Alley Program (Westmont), Traffic Engineering Services (IDOT)

Mr. Vander Zee is a registered Professional Engineer with 10 years of experience in roadway planning and design, project coordination, crash analysis and traffic safety studies, drainage design, capacity analysis, barrier warrant analysis, and ADA design. He is proficient in many transportation software packages including MicroStation, GEOPAK, Open Roads 3D modeling, AutoTURN, HCS, ArcGIS and HEC-HMS.

**Jeffrey Klein, PE | *Project Manager*****Years of Experience:** 22 / 18 at TEG | **Office location:** Aurora, Illinois |**Key Project Experience:** Engineering Services (West Chicago, Indian Head Park, Burr Ridge)

Mr. Klein has 22 years of experience involving municipal and highway / roadway design and construction. He has extensive knowledge in bridge construction and rehabilitation, bituminous and concrete paving, earth excavation, drainage, structural construction, lighting and signalization. He also has experience with water main, sanitary sewer rehabilitation and construction, and storm sewer installation. Mr. Klein currently serves as Project Manager for Phase III construction in the municipal department.



**Maciej Konczewski, PE, RSP1 | *Project Engineer*****Years of Experience:** 12 / 8 at TEG | **Office location:** Oak Brook, Illinois |**Key Project Experience:** Traffic Engineering Services (Orland Park, River Forest, Kane County, IDOT)

Mr. Konczewski is a registered Professional Engineer with 10 years of experience in Phase I and II services. He is experienced in roadway planning and design, project coordination, traffic signal studies, maintenance of traffic, bike path design, and ADA design. He is proficient in many transportation software packages including MicroStation, GEOPAK Road, HCS, and AutoTURN.

**James Yuratovac, PE, PTOE, RSP2I | *Senior Project Manager*****Years of Experience:** 27 / 10 at TEG | **Office location:** Oak Brook, Illinois |**Key Project Experience:** Traffic Engineering Services (Orland Park, IDOT, Lockport, Kane County)

Mr. Yuratovac has 27 years of experience leading and managing Phase I and II Engineering projects with a focus on Traffic and Safety Engineering. Jim is recognized as one of the leading safety/traffic engineers in Illinois and has partnered with IDOT as a Traffic Safety Program Manager for nearly 10 years. He has also led Kane County's Annual Safety Assessment for the last 5 years, utilizing an innovative combination of tools to identify and prioritize safety needs. Jim is highly skilled in predictive modeling and is current with all HSM methodologies and HSIP practices.

**Matthew Champine, PE | *Project Manager*****Years of Experience:** 21 / 11 at TEG | **Office location:** Aurora, Illinois |**Key Project Experience:** Construction Engineering Services (Bensenville, Lombard)

Mr. Champine is a registered Professional Engineer with 21 years of experience. Along with construction management services, Mr. Champine also performs drafting and other design services. He has knowledge and experience pertaining to earth excavation, drainage systems, water main installation, landscaping, and PCC and bituminous paving. Specific responsibilities include documentation of construction activities and contract quantities, site surveying, plan review and quantity verification.

**Jacob Cross, PE | *Resident Engineer*****Years of Experience:** 8 / 8 at TEG | **Office location:** Oak Brook, Illinois |**Key Project Experience:** Construction Engineering Services (Wilmette, Schamburg)

Mr. Cross has 8 years of construction management experience involving roles in inspection and contract administration. His field knowledge stems from working on projects administered by IDOT, Illinois Tollway, and local agencies. Jacob has a wealth of experience in HMA and PCC pavement, earth excavation and waste disposal, storm sewer and water main construction, concrete flatwork including ADA pedestrian facilities, street lighting improvements, and traffic signal modernization.

**Jack Bort, PE | *Resident Engineer*****Years of Experience:** 8 / 2 at TEG | **Office location:** Aurora, Illinois |**Key Project Experience:** Construction Engineering Services (South Elgin, Westmont, IDOT)

Mr. Bort has more than 8 years of experience in construction management and project oversight. As a lead inspector on complex civil engineering projects, he has developed strong skills in contractor coordination, field issue resolution, project documentation, estimating, and materials supervision. He works effectively with contractors and stakeholders to identify challenges and help resolve them with practical, thoughtful solutions. He is IDOT Documentation Certified.




Hyder Syed | Resident Engineer

Years of Experience: 21 / 10 at TEG | **Office location:** Oak Brook, Illinois |

Key Project Experience: Construction Engineering Services (Deerfield, CDOT)

Mr. Syed has more than 17 years of experience in construction engineering, inspection, and documentation on a variety of projects, including roadway, industrial, and drainage improvements. He is proficient in quality control procedures, particularly in the area of field inspection. His experience includes measuring and documenting completed work, preparing reports, maintaining site records, and coordinating effectively with subconsultants, clients, and contractors. He is IDOT Documentation Certified.


Kent Williams | Resident Engineer

Years of Experience: 22 / 12 at TEG | **Office location:** Aurora, Illinois |

Key Project Experience: Construction Engineering Services (Deerfield, South Elgin, Lisle)

Mr. Williams has more than 20 years of construction management experience involving bridge, roadway, and municipal facility projects. He has developed broad construction knowledge through work for IDOT, ISTHA, CDOT, counties, and various municipalities. His experience includes bridge construction and rehabilitation, bituminous and concrete paving, earth excavation, drainage, structural construction, lighting, and signalization. He is IDOT Documentation Certified and proficient in IDOT's CMMS web based system.


Stephen VanDeVeer, ISA Certified Arborist, QCSI | Technical Manager

Years of Experience: 21 / 17 at TEG | **Office location:** Aurora, Illinois |

Key Project Experience: Engineering Services (West Chicago), Development Construction (Channahon)

Mr. VanDeveer is a Project Manager and an ISA certified arborist with phase I, II, and III experience in the field. He has over 21 years of experience with utility construction and maintenance, HMA and WMA pavement, PCC pavement, pavement patching, PCC and latex concrete bridge deck construction, steel and concrete beam repairs, bridge substructure construction and repairs, concrete box culvert installation and repairs, earth excavation, trench backfill, furnished excavation, PCC sidewalk, curb and gutter, and traffic control and protection. He is IDOT Documentation Certified.


Brittany Carney | Project Coordinator

Years of Experience: 7 / 7 at TEG | **Office location:** Oak Brook, Illinois |

Key Project Experience: Construction Engineering Services (Wheaton, Oswego, KDOT, IDOT)

Ms. Carney is a documentation professional with more than 7 years of experience specializing in contract quantity documentation for large scale infrastructure projects, including work for the Illinois Tollway and the Illinois Department of Transportation. Her experience includes construction inspection, quantity documentation, GIS data collection, and tree surveys. On this project, Brittany will review and process project documentation, including Inspector's Daily Reports and Quantity Books, maintain CMMS, verify material inspection and certification records, and keep accurate logs for submittals, RFIs, and other construction documentation. She is IDOT Documentation Certified and proficient in IDOT's CMMS web based system.

Kevin VanDeWoestyne, PE, ENV SP

Municipal Department Head



Mr. VanDeWoestyne has 23 years of experience involving municipal and highway / roadway design and construction. He has extensive supervisory experience and knowledge in roadway and bridge construction and rehabilitation, bituminous and concrete paving, earth excavation, drainage, structural construction, landscaping, lighting, and traffic signalization.

Summary of Relevant Project Experience

- Phase I, II and III, City Engineering Services, 2008 - Current, City of West Chicago**
 - Project Principal/Client Liaison. TEG provides comprehensive design, planning, programming, cost estimating, conditional ratings and construction inspection services for various proactive Capital Improvement Programs including roadway resurfacing, roadway reconstruction, drainage, sewer and water, crack sealing, traffic calming, sidewalk maintenance, pavement marking, and signing projects. Work included securing all applicable permits needed from State, Local and Federal agencies. TEG serves as the City's engineering liaison on contractual issues during construction providing construction observation and contract administration for all CIP surface and infrastructure improvements.
- Phase I, II and III, Village Engineering Services, Village of Indian Head Park**
 - Project Principal/Client Liaison. TEG provides comprehensive design, planning, programming, cost estimating, conditional ratings and construction inspection services for all Capital Improvement Programs including roadway resurfacing, roadway repairs and reconstruction, storm water improvements, sanitary sewer rehabilitation, asphalt rejuvenation, sidewalk maintenance, pavement marking, and various infrastructure maintenance projects. TEG assists the Village Administrator and Water and Public Works Superintendents with implementation of roadway, sewer, and water capital improvement programs, stormwater management studies, geographic information system (GIS) atlases, and annual maintenance programs. Responsibilities also include securing all applicable permits needed from State, Local and Federal agencies including development and reporting for the Metropolitan Water Reclamation District of Greater Chicago (MWRD) Infiltration/Inflow Control Program (IICP).
- Phase II and III, Annual Water Main Program, Village of Burr Ridge** – Phase II Project Manager. The Village of Burr Ridge hired TEG for Phase II and Phase III for this \$1.1M annual water main replacement project for improvements at two (2) locations in Burr Ridge. The scope of work included ductile iron and PVC water main installation, water main abandonment, water service line replacement, new fire hydrants, horizontal directionally drilled water main, boring and jacking, encasement, intermittent storm sewer and sanitary sewer service replacement, driveway replacement, pavement patching, and parkway landscaping. Coordination efforts included public outreach to the Carriage Way Subdivision. Permitting efforts included coordination with the CCDOTH and the IEPA.



EDUCATION

Bradley University
Peoria, IL
Bachelor of Science,
Civil Engineering

PROFESSIONAL REGISTRATIONS

Professional Engineer:
Illinois 062-061311

ISI Envision™ Sustainability
Professional

PROFESSIONAL ASSOCIATIONS & RECOGNITIONS

American Society of Civil Engineers
American Council of Engineering
Companies - Illinois

SELECTED CONTINUING EDUCATION

ACEC
Total Quality Pavement
Management and Superpave for
the Local Agency

SAFETY
Fall Protection Regulation &
Equipment Familiarization
Confined Space Regulation &
Equipment Familiarization

MERIDIAN PROLIANCE WEB
BASED PM SYSTEM
Construction Phase Process
Drawing Construction
Management Course
WBPM Coordinator

IDOT:
Documentation of Contract
Quantities (#24-21601 exp.
01/25/2028)

OTHER
APWA/IDOT Project Finalization
Procedures Seminar 2006
ICORS 2008 Training Seminar
MISTIC Database for IDOT
Construction



Curtis Cornwell, PE, PTOE

Transportation Department Head



Mr. Cornwell is a registered Professional Engineer and Professional Traffic Operations Engineer with 25 years of experience in roadway planning, public involvement, design, traffic analysis, and construction. He is familiar with many transportation software packages including MicroStation, GEOPAK Road, AutoCAD, HCS 2000, Synchro, SimTraffic, and AutoTURN. He is well-versed in the geometric development and analysis of complicated intersections including roundabouts.

Summary of Relevant Project Experience

- **Phase I, IL Route 59 at Champion Road Intersection Improvement, Illinois Department of Transportation/Village of Plainfield** – Project Manager. TEG provided Phase I services for this IDOT District 1 intersection improvement project located in Plainfield and Naperville. The purpose of this project was to improve the safety, mobility, and operations of the intersection of IL 59 at Champion Road. The proposed scope included traffic signal modernization, improved channelization with median reconstruction, ADA improvements and new sidewalk installation along the west side of IL 59 providing a sidewalk network from Marathon Lane (north of Champion Road) to the commercial entrance/Kohl's entrance (south of Champion Rd).
- **Phase I and II, Lake Street Improvements, Oak Park, Illinois, Village of Oak Park** – Phase I Project Manager. This project included preliminary and design engineering for the entire 1.5-mile length of Lake Street within the Village's corporate limits and a 1-block length of Marion Street north of Lake Street. For Phase I, a single project report was prepared to summarize preliminary engineering, traffic, and environmental studies and the extensive public involvement process which included the Village Board, all Village departments, three business districts, several private developer projects, IDOT, FHWA, CTA and Pace busing, a post office, a library, and many more. For Phase II, this project was separated into three major subprojects: (1) a federally-funded streetscape to the west, (2) a locally-funded resurfacing to the east, and (3) a locally-funded utilities project in the middle but overlapping into the other two subprojects. Two breakout contract document sets were prepared for private developer projects within the streetscape project. Project highlights included: topographic survey, streetscape features (brick intersections, decorative crosswalks, a speed table, black concrete curb, bluestone sidewalk, granite curb planters, seat walls, and gateway monument sign, structural soil, irrigation, landscaping, outdoor dining, decorative roadway and pedestrian lighting, wayfinding signage), complex ADA design, traffic signal modernization and interconnection, fiber optic for Information Technology, sidewalk vaults and survey with ground penetrating radar, complex construction sequencing and staging with detours, sanitary sewer replacement and lining, water main replacement, removal of old trolley tracks, land acquisition (plats and legal descriptions), and assistance with funding applications.



EDUCATION

University of Illinois at Urbana-Champaign
Champaign, IL
Bachelor of Science,
Agricultural Engineering

University of Wales, United Kingdom
Civil Engineering Program

PROFESSIONAL REGISTRATIONS

Professional Engineer:
Illinois 062-059098
Professional Traffic Operations
Engineer: Cert. #3307

PROFESSIONAL ASSOCIATIONS & RECOGNITIONS

American Society of Civil Engineers
Engineers Without Borders
Institute of Transportation Engineers

SELECTED CONTINUING EDUCATION

NATIONAL HIGHWAY INSTITUTE
AASHTO Roadside Design Guide
Planning / Designing Roadways
Highway Safety Manual

NORTHWESTERN TRAFFIC INSTITUTE
Fundamentals of Geometric Design
Advanced Geometric Design
Roundabout Design

TRAFFIC
Highway Capacity Manual
Synchro

BENTLEY
GEOPAK Training



Gregory Benske

Construction Department Head



Mr. Benske, Construction Department Head, has over 35 years of municipal, roadway, highway, and bridge construction experience. He has extensive knowledge of HMA and PCC paving, earth excavation, drainage, utilities, structural construction, traffic signals, documentation, pay estimates, change orders, and project closeout.

Summary of Relevant Project Experience

- **Phase III, US 12 / Rand Road Resurfacing (Lake-Cook Road to Golf Road, Illinois Department of Transportation)** – Resident Engineer. TEG provided Phase III construction engineering services for IDOT's resurfacing and related improvements on US 12 / Rand Road through northwest Cook County. The \$12M project included resurfacing, HMA surface removal, polymerized leveling binder, polymerized HMA surface course, Class D patching, curb and gutter removal and replacement, sidewalk and ADA ramp improvements, pavement markings, raised reflective pavement markers, detector loop replacement, and traffic signal coordination.
- **Phase III, IL Route 83 Resurfacing, Illinois Department of Transportation** – Project Principal. TEG provided Phase III construction engineering services for the IL Route 83 improvement in the Village of Mundelein. The \$4M project was an IDOT-let roadway improvement that included resurfacing, pavement patching, curb and gutter work, sidewalk and ADA ramp improvements, pavement markings, raised reflective pavement markers, detector loop replacement, traffic signal coordination, drainage structure adjustments, erosion control, maintenance of traffic, construction documentation, and closeout support.
- **Phase III, South McLean Blvd Reconstruction, Village of South Elgin** – Project Principal. TEG provided Phase III construction engineering services for this federal-aid highway improvement administered through IDOT. The project included roadway reconstruction, resurfacing, drainage improvements, water main work, traffic signal improvements, interconnect, pavement markings, ADA improvements, landscaping, erosion control, construction documentation, and project closeout support.
- **Phase III, Oakton Street Improvements, Illinois Department of Transportation** – Project Principal. TEG provided Phase III construction engineering services for this IDOT-let, federally funded improvement that included roadway reconstruction, bridge replacement over I-94, intersection improvements, drainage, retaining wall work, traffic signals, emergency vehicle preemption, traffic signal interconnect, ITS, lighting, ADA improvements, pavement markings, signing, landscaping, erosion control, utility coordination, construction staging, traffic control, documentation, and closeout support.
- **Phase III, Old Glenview Road Resurfacing Project, Village of Wilmette** – Project Principal. TEG provided construction engineering services for this \$1.2M federally funded project consisting of resurfacing Old Glenview Road between Skokie Road and Wilmette Avenue. Coordination was required with the Village of Wilmette and City of Evanston as there was an IGA for work performed in both municipalities. Improvements included HMA surface removal and resurfacing, HMA and PCC driveway replacement, PCC sidewalk and ADA ramp upgrades, spot PCC curb and gutter replacement, pavement marking installation, and landscaping restoration throughout the corridor.



EDUCATION

Marquette University
Milwaukee, Wisconsin
Bachelor of Science, Civil
Engineering

PROFESSIONAL ASSOCIATIONS & RECOGNITION

ASCE
ACEC
IRTBA

SELECTED CONTINUING EDUCATION

IDOT:

Bituminous Concrete
Level I, II
Hot Mix Asphalt Aggregate
Level I
ICORS
Nuclear Density Testing
Portland Cement Concrete
Level I & II

OTHER:

APWA/IDOT Project Finalization
Procedures Seminar 2006



Christopher DeYoung, PE, PLS

Chief Surveyor



Mr. DeYoung is a registered Professional Engineer and Professional Land Surveyor with 20 years of experience in land surveying, design, and construction. As TEG's Chief Surveyor, he leads all surveying activities and provides accurate data for design support, field adjustments, construction layout, and as-built documentation. Chris also serves as TEG's lead drone pilot, managing a team of licensed pilots and using advanced survey technologies to deliver precise and efficient results aligned with project needs.

Summary of Chief Surveyor Project Experience

- **Phase III, Indian Trail Resurfacing (Highland Avenue to IL Route 31), City of Aurora**
- **Phase III, Indian Trail Resurfacing (County Line to Eola Road), City of Aurora**
- **Phase III, Edgelawn Drive Resurfacing Project, City of Aurora**
- **Phase I/II/III, Janes Avenue Reconstruction Project, Village of Woodridge**
- **Phase III, Bode Road Resurfacing Project, Village of Schaumburg**
- **Phase III, Springinsguth Road Resurfacing, Village of Schaumburg**
- **Phase III, Woodridge Drive Reconstruction Project, Village of Woodridge**
- **Phase III, CDBG Resurfacing Project, City of Warrenville**
- **Phase I/II/III, Gary Avenue Improvements, City of Wheaton**
- **Phase III, Wolf's Crossing Road Improvements, Village of Oswego**
- **Phase III, Old Glenview Road Resurfacing Project, Village of Wilmette**
- **Phase III, South McLean Boulevard Reconstruction, Village of South Elgin**
- **Phase II/III, Deerpath Road Streetscape, City of Lake Forest**
- **Phase II/III, Downtown Streetscape, Village of Lombard**
- **Phase II/III, Lombard Meadows Reconstruction, Village of Lombard**
- **Phase II/III, FY23 – FY25 Road Projects, City of Wood Dale**
- **Phase III, US Route 41 at Mill Creek / IL Route 176, IL Route 83 to Winchester Road, Illinois Department of Transportation**
- **Phase I/II/III, Sylvan Circle & E. Porter Avenue Roadway Improvements, City of Naperville**
- **Phase III, Julian Street Underground Improvements, City of Naperville**



EDUCATION

Purdue University
West Lafayette, IN
Bachelor of Science,
Civil Engineering

Bachelor of Science,
Land Surveying and
Geomatics Engineer

PROFESSIONAL REGISTRATIONS

Professional Engineer:
Illinois 062-065116
Indiana PE12000529

Professional Land Surveyor:
Illinois 035-003817
Indiana LS22100003

FAA Small UAS Pilot:
License No. 4113536

PROFESSIONAL ASSOCIATIONS & RECOGNITIONS

Illinois Professional Land Surveyors
Association

SELECTED CONTINUING EDUCATION

IDOT:
Documentation of Contract
Quantities (#24-22763, exp.
(12/09/2028))

DRAFTING AND ENGINEERING SOFTWARE

AutoCAD, Microstation, Geopak

OSHA 30hr Construction Safety and
Health Certified



Matthew Vitner, PE

Project Manager



Mr. Vitner brings over 35 years of transportation and public works experience, anchored by 25 years as a Cook County Construction Supervisor overseeing roadway, bridge, and corridor improvement projects across the region. Through that work, he developed deep familiarity with IDOT District 1 practices, the local contractor community, and the construction issues common to this area. His experience includes everything from routine maintenance and rehabilitation work to major capital improvements, giving him the judgment and regional perspective to support successful project delivery.

Summary of Relevant Project Experience

- **Schoenbeck Road Reconstruction, Village of Mount Prospect** – Project Manager. The \$1.8M project includes roadway and sidewalk improvements, resurfacing, pavement removal, curb and gutter removal and replacement, ADA sidewalk improvements, drainage improvements, storm sewer, pipe underdrains, retaining wall work, traffic signal work, pavement markings, signage, landscaping, erosion control, maintenance of traffic, detour coordination, utility coordination, stakeholder coordination, construction documentation, and closeout.
- **Wolfs Crossing Road and Harvey Road Improvements, Village of Oswego** – Project Manager. The scope of work included in the first phase of the \$9 million improvement consisted of complete reconstruction of the existing bituminous roadways and shoulders of Wolfs Crossing Road and Harvey Road including the construction of a roundabout at a slightly realigned intersection. The new 4-lane HMA roadway was constructed atop an improved subgrade and consisted of raised landscaped medians, stamped concrete truck aprons, and a closed drainage system. The existing triple-barrel culvert was replaced with a single PCC box culvert, and extensive earthwork including three detention ponds and an overall surplus of excavation. Work also included water main (100% Local Funds), building removals, a multi-use path, PCC sidewalk, ADA ramps, raised crosswalks, street lighting, trees, pavement markings, and signing.
- **Gary Avenue Reconstruction City of Wheaton** – Project Manager. The project included roadway reconstruction, drainage improvements, utility coordination, traffic signal work, structural improvements, ADA improvements, shared-use path construction, sidewalk improvements, pavement markings, signing, landscaping, erosion control, construction documentation, and closeout support.
- **Nuclear Drive and Northwest Avenue Reconstruction Project, City of West Chicago** – Project Manager. TEG provided Phase II final design, bid assistance, and Phase III resident engineering services for the City's \$3 million Nuclear Drive and Northwest Avenue Reconstruction Project. The project widened intersections to better accommodate semi-trucks, regraded drainage ditches to reduce flooding, and added PCC sidewalk to support pedestrian access within the industrial corridor. Work included pavement removal, jointed PCC pavement, street light replacement, new ADA-compliant sidewalk and ramps, driveway reconstruction with curb and gutter, hydrant relocations, adjustments to utility structures, and utility pipe repairs.



EDUCATION

University of Illinois at
Urbana-Champaign
Champaign, IL
Bachelor of Science,
Civil Engineering

PROFESSIONAL REGISTRATIONS

PROFESSIONAL ENGINEER:

Illinois 062-049656

PROFESSIONAL ASSOCIATIONS & RECOGNITIONS

American Council of Engineering
Companies of Illinois
American Public Works Association
Director of NW Illinois Branch
(2011-2017)
Illinois Road and Transportation
Builders Association

SELECTED CONTINUING EDUCATION

IDOT

Sediment and Erosion Control
Pile Driving,
Highway Maintenance
Soil Testing
Local Roads and Federal Aid
Procedures
Work Zone and Highway Safety
PROWAG
GIS

Asset Management Training:

Cityworks, MicroPaver
Midwest Advanced Public Service
Institute Management Program
Harold Washington College
Management Training Program
FEMA Emergency Management
Training

Class D Water Operators Training:

Public Water Supply Pumping,
Storage, and Distribution
Congress of New Urbanism
Principles and Practice



Douglas Masters

Municipal Operations Supervisor (Design+Development)



Mr. Masters has over 25 years of experience involving municipal, county, environmental, and stormwater management design and construction. He has extensive knowledge in municipal and County infrastructure development and design. As an associate of Thomas Engineering Group, LLC, he is responsible for project design and overseeing design and construction projects as a project manager / resident engineer.

Summary of Relevant Project Experience

- Phase II and III, FY23 – FY25 Road Projects, City of Wood Dale – Project Manager.** TEG was hired by the City of Wood Dale to provide final Phase II design engineering services, bid assistance, and Phase III resident engineering services for the FY23-FY25 Road Projects. Wood Dale unveiled a five-year, \$51 million plan to update existing infrastructure beginning in 2023. This assignment covered three years' worth of City funded roadway resurfacing projects between FY23-FY25. The \$5.2 million FY 2023 Street Resurfacing Program consisted of improving approximately 37,500 linear feet of roadway at 35 locations in 2022 and 2023. The professional services began in the spring of 2022 to accommodate final design, advertisement, bidding, and partial construction completion by December 31, 2022. TEG assisted the City in establishing an intergovernmental agreement between Wood Dale and the Village of Bensenville for work outside of the City's jurisdiction. During the project, the City added approximately 1,610 linear feet of water main installation to the project along Maple Avenue, between Irving Park Road and Stoneham Street. TEG completed the water main design and prepared the IEPA permit application on behalf of the City.
- Phase III, Prince Crossing Road LAFO Resurfacing Project, City of West Chicago – Project Manager.** The project consisted of the resurfacing of Prince Crossing Road, between Geneva Road and North Avenue (IL Route 64). Work included, but was not limited to, Hot-Mix Asphalt (HMA) surface removal and HMA binder and surface course installation, thermoplastic pavement markings, detector loop replacement, curb and gutter replacement, sidewalk and ADA sidewalk ramp replacement, and all incidental and collateral work necessary to complete the project. The net length of improvements was approximately 9,270 feet (1.76 miles).
- Phase III, Fair Meadows Subdivision Rehabilitation, City of West Chicago – Project Manager** for this \$1.5M project consisting of roadway resurfacing, concrete flat work, and the installation of new streetlights within the Fair Meadows Subdivision. Improvements included pavement milling, hot-mix asphalt (HMA) binder and surface course installation, 8" ductile iron water main and water main services installation, PCC curb and gutter removal and replacement, PCC sidewalk removal and replacement, sidewalk ramp ADA panel installation, parkway/ditch restoration, manhole structure repair and adjustments, new street lights and controller reconfiguration, thermoplastic pavement markings, and all incidental and collateral work.
- Phase II and III, Washington Street Reconstruction Project, City of West Chicago – Project Manager.** TEG secured federal funding on behalf of the City by applying for STP highway funding through the DuPage Mayors and Managers Conference. TEG was hired by the City to provide planning, design, and construction engineering services for this \$1.2M STP funded pavement reconstruction project.



EDUCATION

University of Illinois at Urbana-Champaign
Champaign, IL
Bachelor of Science,
Civil Engineering

PROFESSIONAL ASSOCIATIONS & RECOGNITIONS

ACEC-USACE

SELECTED CONTINUING EDUCATION

IDOT QC/CQ Program

Documentation of Contract
Quantities

OTHER

APWA-FV: Floodplain

Management Seminar

The Conservation Foundation &
DuPage County Department of
Stormwater; Illicit Discharge
Detection & Elimination
Seminar

DuPage County: Water Quality -
BMP Seminar

IDOT & APWA: Local Agency &
Consultant Resident

Engineer's

Seminar

CMAQ: CMAQ Program

Workshop

APWA-Lake County: NPDES

Phase II Illicit Discharge
Detection

7 Elimination Workshop

South Suburban Mayor &
Managers Association: Comp.
Ecological Restoration

MILITARY SERVICE

26+ years service in Army and IL
Army National Guard
One tour of Desert Shield/Storm
One tour of Operation Iraqi
Freedom



Robert (Rob) Flatter, PE

Project Manager



Mr. Flatter has over 35 years of local governmental project management experience; including eight (8) years overseeing private development permit reviews and construction for the Village of Lombard, Illinois, five (5) years as Stormwater Division Manager for the County of DuPage, Illinois, and over eighteen (18) years as the Public Works Director/City Engineer for the City of West Chicago, Illinois. As the former Public Works Director/City Engineer, he was directly responsible for all aspects of the City's Capital Improvement Projects (i.e., planning, budgeting, design, construction, community relations, Infrastructure Committee liaison, etc.).

Summary of Relevant Project Experience

- **Phase I/II, Burlington Avenue Reconstruction Project, Village of Lisle** – Project Manager. TEG is providing Phase I and Phase II engineering services for the reconstruction of Burlington Avenue between Yackley Avenue (west) and Illinois Route 53 (east), approximately 3,750 lineal feet. The project consists of roadway reconstruction and flood mitigation improvements to convert Burlington Avenue from a rural unimproved cross-section to an urban cross-section. Flood mitigation is a major component to the project near the East Branch DuPage River. Services include the preparation of the wetland impact and mitigation plan, as well as the performance of hydrologic/hydraulic modeling using XSPWMM-2D modeling to accommodate future improvements identified as beneficial in the Village's Stormwater Master Plan.
- **Phase II, Vernon Hills Athletic Complex (VHAC) Parking Lot Expansion, Village of Vernon Hills** – Project Manager. The Vernon Hills Athletic Complex (VHAC) Parking Expansion Project is located within the 41-acre complex owned by the Village of Vernon Hills. The complex is comprised of approximately 27 fields including baseball, softball, soccer, lacrosse, tennis courts, and football fields. The existing parking facilities located at the VHAC needed expansion to serve local and regional sporting events throughout the year. TEG was hired by the Village of Vernon Hills to prepare alternatives and a final design for parking lot expansion near 307 Nike Parkway. The desired parking lot consisted of 1.04 acres of new impervious area, demanding 0.58 ac-ft of detention according to the Lake County Watershed Ordinance. Therefore, the parking lot expansion was reduced to match the available excess detention in the existing detention basin, resulting in a parking lot expansion of approximately 0.73 acres, or roughly 100 parking spaces. Proposed site improvements included earth excavation, enclosed storm sewer drainage improvements, granular subgrade and subbase, full-depth pavement, final pavement markings, street lighting, ADA accessible facilities, and final landscaping and restoration.
- **Phase III, Briggs Street Pumping Station Replacement, City of Lockport** – Project Manager. This project includes the construction of a new pumping station and controls building with associated equipment, rerouting of and connections to existing sanitary and force main sewers, decommissioning of the existing pumping station, and site regrading. The pumping station components include a 44-ft deep wet well and influent chamber with three (3) submersible Xylem-Flygt influent pumps, ranging from 110 to 140 HP, pump retrieval system, hatches and covers, with a 10-ft deep concrete valve vault and quick connect emergency bypass pipe coupling system, prefabricated control building, pigging launch and pigging retrieval station, generator platform and generator, all associated electrical improvements and SCADA communication, and removal of the existing lift station and site restoration including new PCC sidewalk, PCC curb and gutter, PCC entrance, HMA pavement, trees, sodding, and double panel swing gate. The scope of work also includes the installation of deep, 18" to 36" diameter PVC sanitary sewer, 12" RCP storm sewer, and connection to existing 24" diameter force main.



EDUCATION

Iowa State University
Ames, IA
Bachelor of Science,
Civil Engineering

PROFESSIONAL REGISTRATIONS

Professional Engineer:
Illinois 062-050089

PROFESSIONAL ASSOCIATIONS & RECOGNITIONS

American Society of Civil Engineers
American Public Works Association
American Water Works Association



Vince Micek, PE, CFM

Project Manager



Mr. Micek is a registered Professional Engineer and Certified Floodplain Manager with 12 years of experience in Phase I, II, and III services. Vince is experienced in roadway planning and design, hydrologic and hydraulic analysis, stormwater management, green infrastructure, erosion and sediment control, maintenance of traffic, utility coordination and relocation, permitting, constructability, value engineering, and the development of special provisions and specifications.

Summary of Relevant Project Experience

- Phase I/II, Lake Street Streetscape and Corridor Improvement, Village of Oak Park** – Project Engineer. This project included preliminary and design engineering for Lake Street within the Village's corporate limits and a 1-block length of Marion Street north of Lake Street. Scope of work included topographic survey, streetscape features (brick intersections, decorative sidewalks, a speed table, black concrete curb, bluestone sidewalk, granite curb planters, seat walls, and gateway monument sign, structural soil, irrigation, landscaping, outdoor dining, decorative roadway and pedestrian lighting, wayfinding signage), complex ADA design, traffic signal modernization and interconnection, fiber optic for Information Technology, sidewalk vaults and survey with ground penetrating radar, complex construction sequencing and staging with detours, sanitary sewer replacement and lining, water main replacement, removal of old trolley tracks, land acquisition, and assistance with finding applications.
- Phase I/II, Bank Lane Streetscape, City of Lake Forest** – Project Manager. Civil and landscape architectural design tasks performed by TEG included detailed site grading, ADA-compliant pedestrian access, and the design and material selection for brick pavers, decorative surfacing, and masonry walls and steps. The team's integrated approach ensured that all design elements aligned with the corridor's historic context while meeting modern accessibility and safety standards. The result is a vibrant, accessible streetscape that enhances Bank Lane's identity and supports both everyday use and special events.
- Phase II, Deerpath Road Streetscape, City of Lake Forest** – Project Manager. TEG provided Phase II engineering services to the City of Lake Forest to create a high quality, attractive and pedestrian friendly environment for the entry way into the City's downtown area. The work consisted of tree removal and replacement, landscape plantings, earth excavation, storm sewer and drainage structures, irrigation systems, streetscape furniture and amenities, decorative lighting, erosion control, hot-mix asphalt surface removal and replacement, PCC base course, decorative PCC sidewalk, granite cobble curb, brick paver banding, brick paver crosswalks, and combination concrete curb and gutter. The project included utility coordination, Preliminary Site Investigation (PSI), permitting, watermain design, landscape design & renderings, and preparation of Plans, Specs and Estimates in accordance with IDOT/FHWA funding requirements.
- Phase I/II, Veterans Park Streetscape, City of Hickory Hills** – Project Engineer. TEG's scope included topographic field surveys, preliminary and final civil engineering plans, and preparation of detailed construction documents for streetscape and sidewalk improvements. Civil plan elements included site layout, ADA-compliant pedestrian access, erosion control measures, and integration of stormwater pollution prevention strategies. TEG coordinated design elements to align with the City's streetscape standards and ensure a cohesive visual and functional outcome.



EDUCATION

Bradley University
Peoria, IL
Bachelor of Science,
Civil Engineering

PROFESSIONAL REGISTRATIONS

Professional Engineer:
Illinois 062-070557

Certified Floodplain Manager:
IL-17-00800

PROFESSIONAL ASSOCIATIONS & RECOGNITIONS

American Society of Civil Engineers
Illinois Association for Floodplain and
Stormwater Management

SELECTED CONTINUING EDUCATION

IDOT
IDOT Phase I Training
IDOT Noise Wall Training
Manual on Uniform Traffic
Control Devices
ADA Design/Inspection
ISTHA
Barrier Warrant Analysis



Kyle Vander Zee, PE, PTOE

Project Engineer



Mr. Vander Zee is a registered Professional Engineer with 10 years of experience in roadway planning and design, project coordination, crash analysis and traffic safety studies, drainage design, capacity analysis, barrier warrant analysis, and ADA design. He is proficient in many transportation software packages including MicroStation, GEOPAK, Open Roads 3D modeling, AutoTURN, HCS, ArcGIS and HEC-HMS.

Summary of Relevant Project Experience

- **Phase II and III, Deerpath Streetscape Improvement, City of Lake Forest –** Project Engineer. TEG is providing Phase II and Phase III engineering services to the City of Lake Forest to create a high quality, attractive and pedestrian friendly environment for the entry way into the City's downtown area. The scope includes coordination with IDOT, Lake County Council of Mayors, streetscape property owners, residents, and all other project stakeholders. The project includes utility coordination, Preliminary Site Investigation (PSI), permitting, watermain design, landscape design & renderings, and preparation of Plans, Specs and Estimates in accordance with IDOT/FHWA funding requirements.
- **Phase I and II, Lake Street Improvements, Village of Oak Park –** Roadway Engineer. This project included preliminary and design engineering for the entire 1.5-mile length of Lake Street within the Village's corporate limits and a 1-block length of Marion Street north of Lake Street. For Phase I, a single project report was prepared to summarize preliminary engineering, traffic, and environmental studies and the extensive public involvement process which included the Village Board, all Village departments, three business districts, several private developer projects, IDOT, FHWA, CTA and Pace busing, a post office, a library, and many more. For Phase II, this project was separated into three major subprojects: (1) a federally-funded streetscape to the west, (2) a locally-funded resurfacing to the east, and (3) a locally-funded utilities project in the middle.
- **Phase I/II, Gary Avenue Reconstruction, City of Wheaton –** Project Engineer for Phase I engineering services for the roadway improvement project on Gary Ave from Jewell Rd to Harrison Ave. The project includes; full depth pavement reconstruction, modification to a 3-lane cross section for the northern half of the limits, traffic signal installation (signal warrant analysis, capacity analysis, and intersection design study), extending an existing triple cell box culvert, new off-street multi-use path, providing curb and gutter to replace shoulders, drainage/storm sewer design, and analysis of impacts to wetlands and floodplains. The project also required capacity analysis and concept designs for potential traffic control modifications from an all-way stop control intersection to a roundabout and traffic signal.
- **Phase II, Berwyn Township ADA improvements, Cook County, Illinois, Illinois Department of Transportation –** Project Engineer. TEG performed design of over 90 sidewalk corners to meet current ADA standards. The sidewalk corners included in this project were located along the Harlem Avenue corridor and the Ogden Avenue corridor in Berwyn Township. Individual responsibilities included development of plans, special provisions, estimates of cost and time, and compilation of maximum extent practicable (MEP) forms.
- **Phase I/II/III CBD Alley Reconstruction, Village of Westmont –** Project Engineer. TEG provides planning, design, and construction engineering services to replace the deteriorated, poorly drained alley pavement located within the Village's central business district. Design and construction responsibilities include stormwater and pavement design, plan drawings and technical specifications development, bid assistance, contract administration, shop drawing review, inspection, documentation, public relations, coordination with Westmont Public Works departments, Downers Grove Sanitary District, and utility companies, and managing staff and budget.



EDUCATION

Dordt University
Sioux Center, Iowa
Bachelor of Science,
Engineering

PROFESSIONAL REGISTRATIONS

Professional Engineer:
Illinois 062-072409

Professional Traffic Operations
Engineer: 5550

SELECTED CONTINUING EDUCATION

BENTLEY
GEOPAK Training

MCTTRANS
Highway Safety Manual and
Highway Capacity Software
Training



Jeffrey Klein, PE

Project Manager



Mr. Klein has more than 22 years of experience in municipal and roadway construction engineering and serves as a Project Manager for Phase III construction in TEG's municipal department. His background includes roadway resurfacing, pavement patching, curb and gutter replacement, sidewalk and ADA improvements, drainage structure adjustments, detector loop replacement, pavement markings, utility coordination, and traffic control on active corridors. He has managed numerous federally funded and IDOT-administered Phase III assignments requiring organized documentation, contractor coordination, public communication, and close field oversight.

Summary of Relevant Project Experience

- Phase I/II/III, Gary Avenue Reconstruction, City of Wheaton** – Resident Engineer. TEG is delivering all three phases of engineering services for the Gary Avenue improvement project from Jewell Road to Harrison Avenue. Phase I – Preliminary Engineering: included evaluation of roadway geometry, safety, drainage, and environmental impacts, along with traffic and intersection studies. The analysis supported a new traffic signal with left turn channelization at Prairie Avenue and retaining the all way stop at Harrison due to cost and right of way constraints. Phase II – Final Design: advanced the design into final plans and specifications, including a multi use path, curb and gutter, enclosed storm sewer, and detailed signal plans. Utility coordination, environmental clearances, and agency approvals were also completed. Phase III – Construction Engineering: is ongoing, with TEG providing inspection, contractor coordination, documentation, and public communication to ensure the project is delivered on schedule and within budget.
- Phase III, Janes Avenue Reconstruction Project, Village of Woodridge** – Resident Engineer. TEG provided Phase I, II, and III engineering services for this \$2.3M federally funded STP project, utilizing STP federal funds administered through the DuPage Mayors and Managers Conference (DMMC). The project consists of the reconstruction of Janes Avenue, between 75th Street and Spring Street. The net length of improvements is approximately 0.76 miles. The project scope includes full-depth pavement reconstruction and 12" aggregate subgrade replacement, utility adjustments, intermittent curb and gutter replacement, intermittent sidewalk replacement, and ADA curb ramp upgrades.
- Phase III, Indian Trail Road Resurfacing, City of Aurora** – Project Manager. TEG provided professional engineering services for the federally funded project with a total cost of \$706K. The project consisted of the resurfacing of Indian Trail Road between Farnsworth Avenue and the Kane/DuPage County Line. Work included Hot-Mix Asphalt (HMA) surface removal and HMA binder and surface course installation, curb and gutter replacement, drainage structure adjustments, detector loop replacement, sidewalk and ADA sidewalk ramp replacement, thermoplastic pavement markings, and all incidental and collateral work necessary to complete the project. The net length of improvements was approximately 5,240 feet (0.99 miles).
- Phase III, US Route 20 Resurfacing, Illinois Department of Transportation** – Project Manager. TEG provided Phase III resident engineering services for two adjoining IDOT resurfacing projects on US Route 20, extending from the McHenry/Kane County line to west of Plank Road for a combined length of approximately 10.9 miles (\$9M). The work included milling, patching, HMA resurfacing, ditch grading, riprap, aggregate shoulders, guardrail improvements, detector loop replacement, and traffic control. This project is similar to Gilbert Avenue because it combined resurfacing, drainage-related work, detector loop replacement, traffic control, and documentation-intensive Phase III oversight performed to IDOT standards.



EDUCATION

Bradley University
Peoria, IL
Bachelor of Science,
Civil Engineering

PROFESSIONAL REGISTRATIONS

Professional Engineer:
Illinois 062-061685

PROFESSIONAL ASSOCIATIONS & RECOGNITIONS

IDOT:

Documentation of Contract
Quantities (#24-21577 exp.
01/25/2028)
Culvert Hydraulics
Hot Mix Asphalt
Bridge Construction Inspection
Pavement Construction Inspection
Pavement Maintenance
Construction Material
Inspection Documentation
MFT Accounting & Auditing
Piling
Small Drainage Structure
Seal Coats
NPDES Seminars
ICORS/CMMS



Maciej Konczewski, PE, RSP1

Project Engineer



Mr. Konczewski is a registered Professional Engineer with over 10 years of experience in Phase I and II services. Maciej is experienced in roadway planning and design, project coordination, traffic signal studies, maintenance of traffic, bike path design, and ADA design. He is proficient in many transportation software packages including MicroStation, GEOPAK Road, HCS, and AutoTURN.

Summary of Relevant Project Experience

- Phase I/II, Gary Avenue Reconstruction, City of Wheaton — Project Engineer.** TEG provided Phase I engineering services for roadway improvements along Gary Avenue from Jewell Road to Harrison Avenue, including full-depth pavement reconstruction, converting the northern section to a three-lane cross section, extending a triple-cell box culvert, adding a new off-street multi-use path, replacing shoulders with curb and gutter, designing storm sewer improvements, and evaluating wetland and floodplain impacts. Two intersections were studied for traffic and safety improvements, with alternatives such as roundabouts, all-way stops, and signals. A new traffic signal at Gary and Prairie was recommended based on capacity and warrant analyses, while the existing all-way stop at Gary and Harrison was found to be the most suitable option. During Phase II, TEG advanced the design by finalizing the multi-use path, converting to an enclosed drainage system, and designing the new traffic signal at Prairie Avenue with added left-turn channelization. The project required extensive coordination with multiple agencies and stakeholders throughout both phases.
- Phase I/II, Indian Trail Resurfacing (Highland Ave to IL Route 31), City of Aurora — Project Engineer.** TEG provided Phase I and II engineering services for this 0.6-mile STP-Local funded roadway rehabilitation between Highland Avenue and IL Route 31. The project improved safety, drainage, and pavement conditions by resurfacing the roadway, adding new B-6.12 curb and gutter, and replacing the open ditch with an enclosed storm sewer system. Variable-depth resurfacing was used to create a consistent cross-section and improve roadway slopes. Drainage upgrades included new inlets, catch basins, manholes, and storm sewer. An unnecessary guardrail near Mercy Lane was removed to eliminate a hazard. Through extensive utility coordination with Nicor and ComEd, TEG avoided utility relocations by revising the drainage design. With a nearby school, fire station, and hospital, stakeholder coordination was essential. Overall, the project extended pavement life, improved safety, and reduced long-term maintenance costs for the City of Aurora.
- Phase I/II, Streets for Cycling, Chicago Department of Transportation — Design Engineer.** This project included Phase I and II engineering studies and design as a part of Chicago's Street for Cycling Plan 2020. The plan is designed to identify and create a 645-mile network of on-street bikeways that will encourage all Chicagoans to ride their bikes. The work included preparation of plans, design of protected bike lanes, signal improvements, and other safety measures through-out seven identified corridors by the City.
- Phase I/II, Knollwood Drive Improvements, Village of Schaumburg — Project Engineer.** The project improvements include complete reconstruction of Knollwood Drive within the project limits. Knollwood Drive will be reconstructed to maintain one lane of traffic in each direction with bike and parking accommodations. The scope of services includes topographic survey, parking study, Intersection Design Study (IDS) of Golf Road and Knollwood Drive, traffic counts, capacity analysis, conceptual drawings, alternatives analysis, public involvement, and detailed engineering, deliverables, coordination, and reporting.



EDUCATION

University of Illinois at Chicago
Chicago, IL

Bachelor of Science,
Civil Engineering

PROFESSIONAL REGISTRATIONS

Professional Engineer:
Illinois 062-070569

Road Safety Professional:
Certificate Number 1053

FAA Small UAS Pilot:
License No. 4336986

SELECTED CONTINUING EDUCATION

National Association of City
Transportation Officials
Urban Bikeway Design

Bentley
GEOPAK Training
Advanced GEOPAK Training



James Yuratovac, PE, PTOE, RSP2I

Senior Project Manager



Mr. Yuratovac is a senior leader in transportation engineering with over 25 years of professional experience, with the last 20 years dedicated to the management and delivery of complex Phase I and II Engineering programs. Jim is recognized as a leading traffic safety expert in Illinois, having served as a Traffic Safety Program Manager for IDOT for 10 years and leading Kane County's Annual Safety Assessment for the last 8 years. This tenure showcases his ability to maintain long-term agency partnerships while utilizing predictive safety modeling and HSM methodologies to deliver practical, implementation-ready infrastructure solutions.

Summary of Relevant Project Experience

- Phase I/II, Gary Avenue Reconstruction, City of Wheaton** — Project Manager. TEG provided Phase I engineering services for the roadway improvement project on Gary Ave from Jewell Rd to Harrison Ave. The project includes full depth pavement reconstruction, modification to a 3-lane cross section for the northern half of the limits, traffic signal installation (signal warrant analysis, capacity analysis, and intersection design study), extending an existing triple cell box culvert, new off-street multi-use path, providing curb and gutter to replace shoulders, drainage/storm sewer design, and analysis of impacts to wetlands and floodplains. Two intersections within the project limits were analyzed for traffic and safety improvements. Roundabouts, all-way stop and signalized intersections were considered for each. Gary at Prairie was identified for a new traffic signal installation based upon the capacity analysis and signal warrants which was supported by the benefit-cost analysis. The study determined the existing all-way stop control at the intersection of Gary at Harrison was the best option after consideration of the economic impacts and impacts to adjacent property owners. TEG also provided Phase II design engineering services. Key elements included the introduction of an off-street multi-use path, transitioning to an enclosed drainage system, and the installation of traffic signals at Prairie Ave, complemented by added left turn channelization.
- Phase I/II, Melvina Avenue Corridor Improvements, Village of Niles** — Project Manager. The Melvina Avenue Improvement, from Touhy Avenue to Gross Point Road, includes three (3) specific scope items that, when combined, will address the capital needs of this corridor for many years to come: Roadway Reconstruction, Geometry, and Streetscape, Traffic Operations and Signage, and Watermain Replacement. The primary goal for this coordinated utility improvement project is to provide long-lasting public water main distribution and roadway infrastructure along the Melvina Avenue corridor, while improving traffic operations, safety, and upgrading pedestrian amenities. The critical items for the success of the project are improving traffic operations, coordination with retail properties, coordination with the City of Chicago, coordination with the Touhy Triangle Redevelopment Plans, and minimizing major traffic disruption during construction. The project will renew the infrastructure and provide premium roadway and streetscape surfaces. Utility concerns will be addressed so that the service life of the buried utilities matches the service life of the roadway and streetscape surface elements. The project is programed for TIF and water funding sources.
- Phase I/II, Weathersfield Way Project, Village of Schaumburg** — Project Manager. TEG is providing Phase I and II Engineering services for STP resurfacing of Weathersfield Way in the Village of Schaumburg. Project has existing 1 lane of travel and bike lane in each direction. The project includes HMA pavement resurfacing (5"), pavement patching, sidewalk/curb ramp upgrades, minimal curb and gutter repairs, and pavement markings. TEG is also providing alternative options for an off-street multi-use path and on-street parking lanes within the project limits.



EDUCATION

University of Illinois at Urbana-Champaign
Champaign, IL
Bachelor of Science,
Material Science and Engineering

PROFESSIONAL REGISTRATIONS

Professional Engineer:
Illinois (062-060059)

Professional Traffic Operations Engineer: Certificate Number 4071

Road Safety Professional Infrastructure (RSP2I):
Certificate Number 170

PROFESSIONAL ASSOCIATIONS & RECOGNITIONS

Institute of Transportation Engineers
Illinois Road and Transportation Builders Association

SELECTED CONTINUING EDUCATION

Traffic Engineering and Safety Conference
Intersection Safety & Geometric Design
UIUC Advanced Traffic Capacity Workshop
Traffic Calming Design Guidelines
Highway Capacity Design – ITE
Highway Capacity Analysis
IDOT – Road Safety Assessment



Matthew Champine, PE

Project Manager



Mr. Champine is a registered Professional Engineer with over 20 years of experience. Along with construction management services, Mr. Champine also performs drafting and other design services. He has knowledge and experience pertaining to earth excavation, drainage systems, water main installation, landscaping, and PCC and bituminous paving. Specific responsibilities include documentation of construction activities and contract quantities, site surveying, plan review and quantity verification.

Summary of Relevant Project Experience

- **Phase III, Lombard Meadows Project, Village of Lombard** — Resident Engineer. This \$1.6M residential project included the removal and replacement of Magnolia Circle and Cherry Lane. Improvements included replacement of PCC sidewalk with ADA ramp improvements, installation of new LED street lights, installation of new storm sewer and water main systems, sanitary sewer lining, installation of new water services and sanitary services, driveway replacements, and landscaping.
- **Phase III, Westmore-Meyers Resurfacing Project, Village of Lombard** — Resident Engineer. This project included the resurfacing of Westmore-Meyers Road between IL 38 (Roosevelt Road) and St. Charles Road as well as improvements to path crossings at the Illinois Prairie Path and the Great Western Trail. Items of work included hotmix asphalt surface removal, pavement patching, construction of new ADA compliant curb ramps, and placement of hot-mix asphalt binder and surface courses. Path improvements included sidewalk reconstruction, construction of bicycle/pedestrian railing, solar-powered flashing beacons, and new signage.
- **Phase III, Roosevelt Road Water Main Lining Rehabilitation, Village of Lombard** — Resident Engineer. The first phase of this two-stage project included the rehabilitation of approximately 7,000 linear feet of distribution main, ranging from 8" to 12" diameter watermain, along IL Route 38 (Roosevelt Road) from Finley Road to Wisconsin Avenue. The scope of work included lining the existing watermain in the Roosevelt Road right-of-way, temporary bypass watermain - including temporary water services from 1" to 6" diameter, maintaining and reinstating services, replacement of valves, hydrants and fittings, and segments of new watermain construction including all appurtenances.
- **Phase III, Julian Street Underground Improvements, City of Naperville** — Resident Engineer. TEG provided construction engineering services for this \$3.1M locally funded improvement project. The intent of the project was to provide flood control of a subdivision that is highly susceptible to flooding, and replacement of the severely deteriorated pavement. The improvements consisted of installation of 36" storm sewer with specialty structures providing capacity for storm water storage, installation of approximately 1 mile of new 8" water main, installation of approximately ½ mile of 8" sanitary sewer, roadway reconstruction with new curb & gutter and full depth HMA pavement, sidewalk replacement and installation, street lighting installation, and landscape restoration.
- **Phase III, Addison Creek CDBG Storm Sewer Improvements, Village of Bensenville** — Resident Engineer. TEG provided Phase III resident engineering services for Phase 1 of the Addison Creek Storm Sewer Improvements. This \$2.5M project was funded in part with Federal dollars under the Community Development Block Grant – Disaster Recovery (CDBG-DR) Program, administered by the DuPage County Community Development Commission (CDC). The work included the installation of approximately 3,375 linear feet of storm sewer, ranging from 12" diameter to 48" diameter, including approximately 560' of 30" RCP storm sewer, 1,121' of 36" RCP storm sewer, 1,539' of 48" RCP storm sewer, 155' of various sized storm sewer, pavement patching and final landscape restoration. The project also included the installation of approximately thirty (30) precast concrete manholes, ranging from 5' diameter to 9' diameter. Challenges overcome included the discovery and replacement of unexpected lead water service lines during construction.



EDUCATION

Michigan State University
Lansing, MI
Bachelor of Science,
Civil Engineering

PROFESSIONAL REGISTRATIONS

Professional Engineer:
Illinois 062-065667

SELECTED CONTINUING EDUCATION

E-Builder Trained

IDOT:

Documentation of Contract
Quantities (#23-20510, exp.
2/22/2027)

Portland Cement Conc. Level I
Concrete Structures (IDOT STTP-S13)

Soils Field Testing & Inspection
(STTP-S33)

CDOT CCE Resident Engineer
Training

CDOT ADA Ramp Inspection Training



Jacob Cross, PE

Resident Engineer



Mr. Cross has 6 years of construction management experience involving inspection and contract administration on projects administered by IDOT, the Illinois Tollway, and local agencies. His experience includes roadway resurfacing, curb and gutter replacement, sidewalk and ADA improvements, drainage and utility structure adjustments, detector loop replacement, traffic signal improvements, street lighting, and pavement markings. Jacob is IDOT Documentation certified and proficient in CMMS, with hands-on experience in daily reports, quantity documentation, pay item tracking, and organized project files.

Summary of Relevant Project Experience

- Phase III, Old Glenview Road Resurfacing Project, Village of Wilmette** — Resident Engineer. TEG provided construction engineering services for this \$1.2M federally funded project consisting of resurfacing Old Glenview Road between Skokie Road and Wilmette Avenue. Coordination was required with the Village of Wilmette and City of Evanston as there was an IGA for work performed in both municipalities. Improvements included HMA surface removal and resurfacing, HMA and PCC driveway replacement, PCC sidewalk and ADA ramp upgrades, spot PCC curb and gutter replacement, pavement marking installation, and landscaping restoration throughout the corridor.
- Phase II/III, Deerpath Road Streetscape, City of Lake Forest** — Assistant Resident Engineer. Jacob led Phase III field delivery for the City of Lake Forest's downtown gateway improvements, serving as the day-to-day point of contact for construction, documentation, and public coordination. He managed maintenance of traffic, verifies ADA geometry before and after pours, coordinates submittals and RFIs, and aligns materials testing and pay quantities in CMMS. Jacob oversaw contractor staging, utility coordination, and restoration, and he documents progress with photos and measured quantities for clear pay estimates and change tracking. Field work included installing granite cobble curb, decorative paver banding and crosswalks, decorative PCC sidewalk, upgrades to historic street lighting, and final grading and ADA features.
- Phase III, Bode Road Resurfacing Project, Village of Schaumburg** — Construction Inspector. TEG provided professional engineering services for this \$1.7M federally funded project. The project consisted of roadway resurfacing and traffic signal improvements on Bode Road from Springinsguth Road to Barrington Road. The scope of work included non-special waste disposal, HMA surface removal, HMA binder and surface course installation, sidewalk and ADA ramp replacement, curb and gutter replacement, detector loop replacement, handhole reconstruction, video detection system installation, traffic and pedestrian signal upgrades, guardrail removal and thermoplastic pavement markings.
- Phase III, Short Street/Ohio Street/Ohio Court Resurfacing Project, Village of Lisle** — Construction Inspector. This \$750K federally funded STP resurfacing project consisted of HMA resurfacing of Short Street from IL Route 53 to Ohio Court, Ohio Court from Short Street to Ohio Street, and Ohio Street from Ohio Court to Yackley Avenue (DuPage CH 40). The project also featured the installation of dynamic speed feedback warning signs and updating street signs to comply with MUTCD reflectivity standards. Construction traffic was carefully coordinated with the surrounding commercial properties along the route.



EDUCATION

University of Illinois at Urbana-Champaign
Champaign, IL
Bachelor of Science,
Civil Engineering

PROFESSIONAL REGISTRATIONS

Professional Engineer:
062-076652

SELECTED CONTINUING EDUCATION

IDOT:
BDE – Revised Training for Regulated Substances, Construction Projects & Special Provisions
CMMS Training
Documentation of Contract Quantities (#23-20519, exp. 02/22/2027)
Erosion and Sediment Control Module I & II
Mixture Aggregate Technician PCC Level I
STTP S-33 Soils Field Testing and Inspection Course



Jack Bort, PE

Resident Engineer



Mr. Bort has more than 8 years of experience in construction management and project oversight. As a lead inspector on complex civil engineering projects, he has developed strong skills in contractor coordination, field issue resolution, project documentation, estimating, and materials supervision. He works effectively with contractors and stakeholders to identify challenges and help resolve them with practical, thoughtful solutions. He is IDOT Documentation Certified.

Summary of Relevant Project Experience

- Phase III, PTB 209-007 - Oakton Street over I-94 (Edens Expressway), Illinois Department of Transportation** – Construction Inspector. TEG is providing Phase III engineering services for the replacement of the deteriorated structure carrying Oakton Street over I-94. The bridge will be reconstructed to accommodate the future widening of I-94, with the vertical clearance increased to 16'5". Pedestrian and bicycle paths will be constructed on the new Oakton Street bridge. The project also involves HMA resurfacing of the intersection east of the bridge. Traffic signals at Oakton Street/Gross Point Road/Central Avenue will be upgraded, and an eastbound right-turn lane will be added. The underpass lighting will also be upgraded to LED, and the intersection lighting at Oakton Street/Gross Point Road will be replaced with combination traffic signal poles. Additionally, the stairs near Niles West High School will be reconstructed, and several PACE bus pads will be constructed within the project limits.
- Phase III, Edens Spur (I-94) over Route 41/Union Pacific Railroad and Pfingsten Road over I-94, Illinois Tollway** – Construction Inspector. Replacement of six bridges and rehabilitation of Skokie Boulevard. Bridge demolition, concrete and steel beam erection, pavement, piling, and sewer were incorporated on this project. Documented General Contractor's progress and processed accurate and timely project payments. Inspected construction of superstructures, substructures and roadway to ensure the safety, longevity and adherence to plans. Monitored and ensured materials and installations complied with plans and specs. Performed calculations to check for design errors, safety concerns and construction conflicts. Documented jobs extensively with accurate and timely submissions of IDRs, traffic safety reports, PCMS logs, erosion control reports, and T&M. Created schedule for what tasks were covered by which inspector daily. Ran majority of pile driving operations and logs and taught others how to document and properly analyze pile driving operations.
- Phase III, Bridge Rehabilitation, Sign Replacement, and Resurfacing, IL 120 over Canadian Pacific Railroad and Greenleaf Avenue, Illinois Department of Transportation** – Project Manager. Rehabilitation of four bridges over Canadian Pacific Railroad, two bridges over Greenleaf Avenue. The scope of the project also included the resurfacing and related roadway work. Project Manager of this project, where we were subcontracted by Martam. Oversaw the bridge and noise abatement wall construction. Coordinated on-site issues with the Prime Contractor to have site conflicts and plan issues addressed and corrected. Organized and scheduled labor, equipment, and order of operations. Drafted and submitted demolition plans as well as document all our site work and costs.
- Phase III, Pump Station No. 8 Relocation on US 14, City of Des Plaines** – Project Manager. Estimated project, executed subcontractor and contract payouts, authored AUPs, RFIs, T&M and change orders. Directed subcontractors, documented project work, and coordinated resolutions of project issues. Many utility conflicts were resolved to install the braced excavation to begin the project. Project work included braced excavation, inlet/outlet, discharge mains, concrete and masonry work, maintenance of existing pump station, mechanical work for new submersible wet pit pumps, new heating and ventilation system, piping for pumps and recirculation system, motor control center, electric control system, Intrusion AEGIS, fire alarm, lighting and Supervisory Control and Data Acquisition system.



EDUCATION

Valparaiso University
Porter County, IN
Bachelor of Science,
Civil Engineering

PROFESSIONAL REGISTRATIONS

Professional Engineer:
Illinois 062-075051

FAA Small UAS Pilot:
License No. 4937794

SELECTED CONTINUING EDUCATION

IDOT:
Documentation of Contract
Quantities (#25-22824, exp.
01/21/2029)



Hyder Syed

Resident Engineer



Mr. Syed has more than 18 years of experience in construction engineering, inspection, and documentation on a variety of projects, including roadway, industrial, and drainage improvements. He is proficient in quality control procedures, particularly in the area of field inspection. His experience includes measuring and documenting completed work, preparing reports, maintaining site records, and coordinating effectively with subconsultants, clients, and contractors. He is IDOT Documentation Certified.

Summary of Relevant Project Experience

- Phase III, Deerfield Road Reconstruction, Village of Deerfield** – Construction Inspector. TEG provided construction inspection services for 2.39 miles of full and partial pavement reconstruction in Deerfield and Highland Park. Work included HMA surface removal and resurfacing, pavement patching, pavement removal and replacement with full depth HMA and jointed PCC pavement, combination concrete curb and gutter, storm sewer, cured-in-place pipelining of sanitary sewer and water main replacement in the Village of Deerfield, new sidewalk, bridge resurfacing over the Middle Fork and West Fork of the North Branch of the Chicago River, and modernization and interconnection of ten traffic signals. The project also included the replacement of the superstructure for the Deerfield Road bridge over Berkeley Road and repairs to the Deerfield Road bridges over Union Pacific Railroad/Old Skokie Highway and US 41.
- Phase III, Edens Spur (I-94), Tri-State Tollway (I-294), Roadway and Bridge Reconstruction, M.P. 25.2 (Tri-State Tollway) to M.P. 30.0 (Edens Expressway) Illinois State Toll Highway Authority** – Construction Inspector/Closeout Assistance. TEG provided construction management and construction inspection services for 4 miles of reconstruction of the Edens Spur from Lake Cook Road to US-41. The project consisted of four separate contracts with an estimated construction cost of \$75 million. Thirteen separate bridges were reconstructed along with full pavement reconstruction, lighting, drainage and earthwork. TEG performed on-site inspection, reviewing layout of contract including design changes, preparing records, maintaining documentation, submitting pay estimates and change orders.
- Phase III, Green Bay Avenue Reconstruction and E. 84th Street New Construction, Chicago Department of Transportation** – Field Engineer. This project included complete removal and replacement of the deteriorated Green Bay Avenue between 83rd Street and 86th Street. The new and improved roadway consists of PCC Base Course, Warm Mix Asphalt (WMA) overlay and WMA pervious parking lanes. Also, 84th Street was extended through a long undeveloped field from Green Bay Avenue to now intersect with Lake Shore Drive. Improvements also included PCC sidewalk and ADA ramp improvements, upgrading the streetlights to new LED roadway lights, removing a large concrete retaining wall, earthwork and rock excavation, embankment construction, non-special waste handling, installation of new drainage system (including elliptical and box-culvert pipes), installation of new sanitary sewer, sidewalk installation, driveway replacements, signage, striping, installation of new trees and landscaping. TEG responsibilities include overall project management and contract administration consisting of constructability review of contract documents, utility coordination and management, public outreach and coordination, shop drawing reviews, construction layout verification, construction inspection, documentation, and coordination with Chicago Department of Transportation (CDOT), Chicago Department of Water Management (DWM).
- Phase III, Water Supply Project, Morton Grove-Niles Water Commission** – Field Engineer/Inspector for the \$15 million Contract 1 (Transmission main construction and roadway restoration over 4 miles on residential streets within the Village of Skokie) as part of an \$80 million water transmission main project. TEG was a subconsultant for the project and provided resident engineering services, project controls, as well as inspection support for key components of this project. The overall project involved installation of new water-transmission main over 7-miles in total length, various water main components, 2 new pump stations, one in Evanston and Morton Grove, a 90-foot-tall standpipe, water and sewer services for the communities, and roadway, sidewalk, and curb and gutter improvements along the route.



EDUCATION

Jawaharlal Nehru Technological University -
Hyderabad, India,
Bachelor of Science,
Civil Engineering

SELECTED CONTINUING EDUCATION

IDOT:
Documentation of Contract Quantities (#23-20666, exp. 02/22/2027)

CDOT 2017 QC/QA Lessons Learned: Best Practices (2017)



Kent Williams, QCSI

Resident Engineer



Mr. Williams has more than 20 years of construction management experience involving bridge, roadway, and municipal facility projects. He has developed broad construction knowledge through work for IDOT, ISTHA, CDOT, counties, and various municipalities. His experience includes bridge construction and rehabilitation, bituminous and concrete paving, earth excavation, drainage, structural construction, lighting, and signalization. He is IDOT Documentation Certified and proficient in IDOT's CMMS web based system.

Summary of Relevant Project Experience

- Phase III, South McLean Boulevard Reconstruction Project, Village of South Elgin** – Assistant Resident Engineer. TEG is providing construction engineering services for this \$12.8M reconstruction project on South McLean Boulevard between Stearns Road and Spring Street. South McLean Boulevard is being reconstructed from an unconfined roadway to a fully curbed cross section with additional lanes, landscaped median, and additional turn lanes. Full road closures and detour routes will be implemented throughout this multi-stage, multi-year project. Scopes of work include earth excavation, aggregate subgrade improvement, HMA and PCC pavement, HMA bike path construction, HMA and PCC driveway replacement, storm sewer construction, water main relocation, traffic signal installation, and noise wall construction along the eastern project limit.
- Phase III, Deerfield Road reconstruction, Village of Deerfield** – Construction Inspector. This \$25M reconstruction project included new signalized intersections, modernization and interconnection of 10 intersections, video detection and communication system installation, HMA surface removal and resurfacing, pavement patching, pavement removal and replacement with full-depth HMA and jointed PCC pavement, combination concrete curb and gutter, storm sewer install, cured-in-place pipe lining of sanitary sewer and water main replacement in the Village of Deerfield, new sidewalk, bridge resurfacing for two bridges over the Middle Fork and West Fork of the North Branch of the Chicago River.
- Phase III, Benedictine Parkway Improvement, Village of Lisle** – Resident Engineer. TEG provided construction engineering services for this \$720K federally funded project administered through IDOT Bureau of Local Roads & Streets and Bureau of Construction. The improvements consisted of widening Benedictine Parkway to accommodate a right turn lane at the intersection of Maple Avenue, signal improvements and modifications, ½ mile of roadway rehabilitation on Benedictine Parkway, curb and gutter removal and replacement to correct localized poorly drained areas, drainage improvements at Benedictine Parkway and Maple Avenue, and ADA improvements throughout the corridor.
- Phase III, PTB 203-003, Various Construction Inspection Projects, Various Routes, Various Counties, Region 1/District 1, Illinois Department of Transportation** – Construction Inspector. TEG provided Phase III engineering services to support IDOT resident engineers/technicians on various construction projects during the 2022 and 2023 construction seasons. Assignments include resurfacing (SMART, Standard and/or Designed overlays), pavement patching, drainage work, safety countermeasures, curb and gutter removal and replacement, ADA sidewalk, pavement marking, joint routing, and joint sealing, bridge deck overlay, bridge replacement, and/or channelization.
- Phase III, Bode Road Resurfacing Project, Village of Schaumburg** – Construction Inspector. TEG provided professional engineering services for this \$1.7M federally funded project. The project consisted of roadway resurfacing and traffic signal improvements on Bode Road from Springinsguth Road to Barrington Road. The scope of work included non-special waste disposal, HMA surface removal, HMA binder and surface course installation, sidewalk and ADA ramp replacement, curb and gutter replacement, detector loop replacement, handhole reconstruction, video detection system installation, traffic and pedestrian signal upgrades, guardrail removal and thermoplastic pavement markings.

EDUCATION

Illinois State University
Normal, IL
Bachelor of Science
Industrial Technology

SELECTED CONTINUING EDUCATION

American Stormwater Institute (ASI):
Qualified Construction
Stormwater Inspector (QCSI)
IDOT:
Documentation of Contract
Quantities (#24-21557, exp.
01/16/2028)
Electronic RE Visual Training
HMA Level I & II
PCC Level I & II
RE Materials Documentation



Stephen Vandever, ISA Certified Arborist

Technical Manager



Mr. VanDeveer is a Construction Manager and ISA Certified Arborist with Phase I, II, and III experience in construction management and environmental work. He has more than 21 years of experience in vegetation management, tree surveys, landscape design, roadway, bridge, and utility construction. His background includes specialized training in tree risk assessment, tree health maintenance during construction, and erosion and sediment control management.

Summary of Relevant Project Experience

- **Phase III, Sylvan Circle & E. Porter Avenue Roadway Improvements, City of Naperville** – Arborist / Resident Engineer. The scope of the project included a complete roadway reconstruction of Sylvan Circle and E. Porter along with replacement of the existing watermain and portions of the existing sanitary sewer. As part of the roadway reconstruction these local roads will be brought up to City standards to include storm sewer and curb & gutter to help alleviate localized flooding due to existing ditch drainage. TEG's in-house arborist and construction management expertise were critical to designing the improvements with the least impact on the neighborhood and establishing realistic expectations of the residents. TEG's Resident Engineer coordinated extensively with the contractor, City, and residents to keep all stakeholders up to date on progress and upcoming activities and closures. Coordination with over 40 residents was crucial to the success of the project.
- **Phase III, US Route 20 Resurfacing, Illinois Department of Transportation** – Construction Inspector. TEG provided resident engineering services for two adjoining IDOT resurfacing projects on US Route 20, extending from the McHenry/Kane County line to west of Plank Road for a combined length of approximately 10.9 miles (\$9M). The work included milling, patching, HMA resurfacing, ditch grading, riprap, aggregate shoulders, guardrail improvements, detector loop replacement, and traffic control.
- **Phase III, I-80 Rehabilitation, Illinois Department of Transportation** – Construction Inspector. As a subconsultant field technician, Mr. VanDeveer supported four Phase III I-80 rehabilitation contracts in IDOT District One, covering more than 30 miles of milling, patching, resurfacing, bridge repairs and rehabilitation, and signing improvements in Troy, Joliet, Rockdale, and New Lenox. This experience is relevant to Gilbert Avenue because it involved large-scale resurfacing and repair operations under active traffic, requiring field coordination, documentation, and close attention to construction impacts and corridor conditions.
- **Phase I/II, William Tiknis Campus Expansion Project, Hanover Township** – Arborist. This project includes the development of a 17.5-acre lot. Services include a topographic site survey of the heavily wooded property, tree survey, identification of significant trees, tree protection program, tree replacement program, wetland delineation, drainage design including green infrastructure considerations, landscape design, roadway design, utility design, trail design, the preparation of construction documents, and bidding assistance to the Township.
- **Phase II, Illinois Route 60/83 Reconstruction, Illinois Department of Transportation** – Arborist. As a subconsultant, TEG is providing Phase II engineering services for the IL Route 60/83 reconstruction project. As part of our scope, TEG performed a tree survey for approximately 4,000 trees throughout the corridor.



EDUCATION

Eastern Illinois University
Charleston, IL
Bachelor of Fine Arts

PROFESSIONAL REGISTRATIONS

ISA Certified Arborist IL-9190A
ISA TRAQ Certified, Tree Risk Assessment Qualified
IDOT Erosion and Sediment Control Certified Inspector
OSHA 30 Hour Construction Certified
IRTBA Landscape and Erosion and Sediment Control Subcommittee Member

SELECTED CONTINUING EDUCATION

IAA Winter Tree ID Advanced Training
IAA Summer Tree ID Advanced Training
APWA Tree Maintenance & Urban Forestry Advanced Training



Brittany Carney

Project Coordinator



Ms. Carney has 7 years of experience specializing in documentation of contract quantities for large scale infrastructure projects, including the Illinois Tollway and the Illinois Department of Transportation. Her experience includes construction inspection, documentation of contract quantities, GIS data collection, and tree surveys. On this project, Brittany will maintain documentation and assist with inspection.

Summary of Relevant Project Experience

- **Gary Avenue Reconstruction City of Wheaton** – Documentation Specialist. The project included roadway reconstruction, drainage improvements, utility coordination, traffic signal work, structural improvements, ADA improvements, shared-use path construction, sidewalk improvements, pavement markings, signing, landscaping, erosion control, construction documentation, and closeout support.
- **South McLean Boulevard Reconstruction Project, Village of South Elgin** – Documentation Support. TEG provided construction engineering services for this reconstruction project on South McLean Boulevard between Stearns Road and Spring Street. South McLean Boulevard was reconstructed from an unconfined roadway to a fully curbed cross section with additional lanes, landscaped median, and additional turn lanes. Full road closures and detour routes were implemented throughout this multi-stage, multi-year project. Scopes of work included earth excavation, aggregate subgrade improvement, HMA and PCC pavement, HMA bike path construction, HMA and PCC driveway replacement, storm sewer construction, water main relocation, traffic signal installation, and noise wall construction along the eastern project limit.
- **Indian Trail Road Resurfacing, City of Aurora** – Documentation Specialist. TEG provided professional engineering services for the federally funded project with a total cost of \$706K. The project consisted of the resurfacing of Indian Trail Road between Farnsworth Avenue and the Kane/DuPage County Line. Work included Hot-Mix Asphalt (HMA) surface removal and HMA binder and surface course installation, curb and gutter replacement, drainage structure adjustments, detector loop replacement, sidewalk and ADA sidewalk ramp replacement, thermoplastic pavement markings, and all incidental and collateral work necessary to complete the project. The net length of improvements was approximately 5,240 feet (0.99 miles).
- **Wolfs Crossing Road and Harvey Road Improvements, Village of Oswego** – Documentation Support. TEG was hired by the Village of Oswego to provide Phase III construction engineering and administer the first of ten construction segments for the Wolfs Crossing corridor improvements in Kendall County. The project corridor extends along Wolfs Crossing Road from US 34/IL 71 east to Eola Road/Heggs Road, connecting downtown Oswego to 95th Street in the City of Aurora. The \$9 million federally funded first phase included full reconstruction of Wolfs Crossing Road and Harvey Road, construction of a roundabout at a realigned intersection, and development of a new four-lane HMA roadway with improved subgrade, raised landscaped medians, stamped concrete truck aprons, and a closed drainage system.
- **Longmeadow Parkway Bridge Construction, Kane County Division of Transportation** – Environmental Scientist. This \$25M project is part of Kane County's Longmeadow Parkway Corridor Improvement, creating a new roadway connecting Huntley Road to Algonquin Road. The Fox River Bridge project included construction of a new 4-span bridge, MSE Walls, Pedestrian Bridge, detention basins, storm sewer system, roadway, lighting and infrastructure for a future tolling system. Individual responsibilities included onsite erosion and sediment control inspections during construction, nursery inspections, plant delivery inspections, and final tree and shrub evaluation report post construction.



EDUCATION

University of Illinois Urbana-Champaign, IL
Bachelor of Science,
Natural Resources and
Environmental Science

PROFESSIONAL REGISTRATIONS

Illinois Department of Agriculture
Pesticide License #CNA103655

SELECTED CONTINUING

EDUCATION:

HALFMOON EDUCATION,
INC: Wetland Compliance and
Permitting Seminar
Stream Restoration in Illinois

IDOT:

Documentation of Contract
Quantities (#25-23718 exp.
(07/1/2029)

Erosion and Sediment Control
Modules I





**AGREEMENT BETWEEN THE VILLAGE OF WESTERN SPRINGS AND
BAXTER & WOODMAN, INC. FOR PROFESSIONAL ENGINEERING CONSULTING SERVICES
Master Services Agreement**

THIS MASTER SERVICES AGREEMENT (hereinafter, the “Agreement” or the “Contract”) is made this _____th day of _____, 2026, by and between the VILLAGE OF WESTERN SPRINGS (hereinafter referred to as “Village”) and BAXTER & WOODMAN, INC. (hereinafter referred to as “Consultant”). Village and Consultant may be referred to in this Agreement individually as a “Party” or jointly as the “Parties”. This Agreement governs all purchased Products and Services, as set forth below, provided by Consultant to the Village.

WITNESSETH:

In consideration of the mutual covenants set forth herein, the Parties agree as follows:

1. Scope of Work: The Village may, from time to time, request the Consultant to perform professional engineering and related services. Each project shall be authorized only upon the Village’s issuance of a written request and the Consultant’s submission of a corresponding proposal, quote, or purchase order (each, a “Proposal”). No Services shall be performed unless and until the Village has approved the applicable Proposal in writing.

Each approved Proposal shall constitute a separate Statement of Work and shall define the specific Services, Deliverables, schedule, and compensation for the project. The Consultant shall perform all Services in accordance with the terms of this Master Services Agreement and the applicable Proposal. If the Village requests any change that affects the Services or Deliverables under an approved Proposal, the Consultant shall follow the change-control procedure described in that Proposal. In the event of any inconsistency between this Master Services Agreement and any Proposal or other document submitted by the Consultant, the terms of this Master Services Agreement shall control.

2. Payment:

- A. Contract Sum: The Contract Sum for the Consultant ’s performance of the Services (the “Contract Sum”) shall be calculated as set forth on each Schedule of Fees in subsequent proposals, which shall be incorporated by reference into this Agreement.

To the extent required by applicable Law or requested by the Village, the Consultant must also submit to the Village (all in a form reasonably satisfactory to the Village) with each invoice a sworn statement setting forth all subcontractors, consultants, agents or any other person or entity with which the Consultant contracts to perform a portion of the Services (the Consultant Related Parties) retained by the Consultant in connection with the performance of the Services, together with a lien waiver from the Consultant and each such Consultant Related Party covering the amounts for which payment is then being sought.

- B. Payment: The Village will pay all amounts properly owing to the Consultant as set forth in each invoice pursuant to the Illinois Local Government Prompt Act (50 ILCS 505/1, et seq.).
- C. Withholding Payment: Notwithstanding anything to the contrary herein contained, no compensation will be paid to or claimed by the Consultant for services required to correct deficiencies attributable to errors or omissions of the Consultant and/or any Consultant Related Party, and all such errors or omissions must be corrected by the Consultant at its sole cost and expense. Notwithstanding anything to the contrary herein contained, the Village has the right to withhold from payment due the Consultant such sums as are reasonably necessary to protect the Village against any loss or damage which may

result from: (i) the negligence of or unsatisfactory Services of the Consultant; (ii) the failure by the Consultant to perform the Consultant's obligations hereunder; or (iii) claims filed against the Village relating to the Services. Any sums withheld from the Consultant as provided in this section, and subsequently determined to be due and owing to the Consultant, will be paid to the Consultant.

- D. Appropriation of Funds. The Parties hereto agree that, if the term of this Agreement extends beyond the current fiscal year of the Village (the current fiscal year being the year in which the first date of the term of this Agreement falls), this Agreement is subject to the appropriation of funds by the Village Board of Trustees and/or any other funding agencies for each subsequent year. If the Village, and/or any other governmental agency providing funding for this Service, fails to make such an appropriation, the Village may terminate this Agreement and the Consultant will be entitled to receive, as its sole and exclusive remedy, compensation for Services properly performed to the date of termination to the extent the Village has funds available and appropriated to pay the Consultant such amount. To the extent the Illinois Department of Transportation ("IDOT"), the Federal Transit Administration ("FTA") or another governmental agency is providing funding to pay all or a portion of the Contract Sum, this Agreement and the obligation of the Village to pay the Contract Sum is contingent upon approval of this Agreement (if required by the relevant governmental agency) and appropriation of the relevant funding by the relevant governmental agency (which may in turn be contingent upon an appropriation of funds to such governmental agency by the Illinois General Assembly or the federal government). If any such governmental agency fails to approve this Agreement (if approval is required by the governmental agency), appropriate such funding or provide such funding, the Village may terminate this Agreement and the Consultant will be entitled to receive, as its sole and exclusive remedy, compensation for Services properly performed to the date of termination to the extent the Village has funds available and appropriated to pay the Consultant such amount. Upon the request of the Consultant, the Village will inform the Consultant as to whether any governmental agency other than the Village is providing funding to pay all or a portion of the Contract Sum and the status of approval of this Agreement by any such agency. In the event of a conflict between this Agreement and any funding agreement between the Village and a governmental agency providing funding to pay all or a portion of the Contract Sum, the terms of such funding agreement will control.
- E. Records. The Consultant's records relating to the Services must be kept in accordance with generally accepted principles of accounting consistently applied and must be retained by the Consultant for a period of not less than five (5) years following the completion of the Services. Such records must be available to the Village or any authorized representative of the Village, upon reasonable prior notice, for audit and review during normal business hours at the Village offices, 740 Hillgrove Ave, Western Springs, IL 60558. In addition, such records must be available, upon reasonable prior notice, for audit and review by any other governmental agency providing funding for all or any portion of this Service.

3. Contract Documents: This Agreement is a Master Services Agreement and shall be the agreement for all projects authorized by the Village. This Agreement shall be authorized in writing by the Village by a proposal, which shall be attached hereto as Exhibit A and made a part of this Agreement for each project authorized. As specific projects are authorized pursuant to this Master Agreement, such additional projects shall be authorized by subsequent proposals, each of which shall be marked Exhibit B and attached to this Agreement as Exhibit B. The term "Contract Documents" means and includes, but is not limited to, this Agreement and any subsequent incorporated Exhibit B.

In the event of any conflict between this Agreement and any other Contract Document, this Agreement shall prevail and control over the terms and conditions set forth in such other Contract Documents.

4. Term: The Contract commences on the date it is fully executed by all Parties and terminates on **December 31, 2029** (hereinafter the "Term"), with an option to extend for **one (1) additional term of 24 months, through December 31, 2031** at the Village's discretion, barring only Acts of God, due to which the Completion Date may be modified in writing with the prior approval of the Village.

- A. Termination; Remedies: Notwithstanding any other provision hereof, the Village may terminate the Agreement in the event of a default by the Consultant or without cause at any time upon fifteen (15) days prior written notice to the Consultant. In the event that the Agreement is so terminated, and the Consultant is not in default or breach of this Agreement, the Consultant shall be paid for Services

actually performed and reimbursable expenses actually incurred, if any, prior to termination, not exceeding the value of the Services completed which shall be determined on the basis of the rates set forth in the Consultant's Proposal.

5. Time is of the Essence; Dates of Commencement and Completion; Progress Reports:
- A. Time is of the essence in this Contract. This Agreement shall commence on the date of execution. The Services to be performed by the Consultant under the Contract Documents shall commence no later than **ten (10) days** after the execution of each proposal and receipt of a Notice to Proceed (hereinafter the "Commencement Date"), and shall be completed no later than by the agreed upon time frame per proposal for each event (hereinafter the "Completion Date"), barring only Acts of God, due to which the Completion Date may be modified in writing with the prior approval of the Village. If the Consultant fails to complete the Services by the Completion Date, the Village shall thereafter have the right to have the Services completed by another independent contractor or consultant, and in such event, the Village shall have the right to deduct the cost of such completion so incurred by the Village from payments otherwise due to the Consultant for the Services and/or the right to recover any excess cost of completion from the Consultant to the extent that the total cost incurred by the Village for the completion of the Work which is the subject of the Contract Documents exceeds the Contract Price.
- B. Progress Reports. If requested by the Village, the Consultant must prepare and submit monthly progress reports describing the Services performed in the prior month and anticipated to be performed in the following one-month period. The Services schedule shall insure that each of the Services provided are being completed within a timeframe that does not negatively impact the Village's compliance with any federal, state, or local regulations (if applicable).
5. Venue and Choice of Law: The Consultant and the Village agree that the venue for any and all disputes shall solely be in Cook County, Illinois. This Contract and all other Contract Documents shall be construed and interpreted in accordance with the laws of the State of Illinois.
6. Nonassignability: The Consultant shall not assign this Contract, or any part thereof, to any other person, firm, or corporation without the prior written consent of the Village, and in no case shall such consent relieve the Consultant or its surety from the obligations herein entered into by the same or change the terms of this Contract.
7. Notices and Communications: Where notice is required by the Agreement it shall be considered received if it is delivered in person, sent by registered United States mail, return receipt requested, delivered by messenger or mail service with a signed receipt, sent by facsimile or e-mail with an acknowledgment of receipt, to the following:

To the Village:

Name: Jeff Koza
Village of Western Springs
740 Hillgrove Avenue,
Western Springs, Illinois 60558
Telephone: 708-246-1800 ext. 202
Email: jkoza@wsprings.com

To the Contractor:

Name: Carolyn Grieves
Baxter & Woodman, Inc.
8678 Ridgeland Rd.,
Crystal Lake, IL 60012
Telephone: 815-444-3230
e-mail: cgrieves@baxterwoodman.com

or to such other person or persons or to such other address or addresses as may be provided by either party to the other party.

8. Right to Alter Scope of Services Reserved: The Village reserves the right to alter the plans, extend or shorten the Scope of Services, add to the Scope of Services as may be necessary, and increase or decrease the scope and/or quantity of the Services, including the deduction or cancellation of any one or more of the unit price items, or to cancel the Contract and the Services in their entirety for any reason.

9. Control and Inspection of Work: Unless otherwise specified in the Contract Documents, services and deliverables shall meet the terms of the scope of the project as specified in Scope of Work and detailed in Master Services Agreement. All Services performed by the Consultant shall be done in conformance with this Agreement and the other Contract Documents as determined solely by the Village, and this Agreement shall control.
10. Timely Written Response and Written Report(s) of Resolution Relative to Certain Incident(s), Claim(s) and/or Complaint(s):
- A. All alleged incident(s), claim(s), or complaint(s) related to any alleged death, injury and/or damage to persons and/or to public or private property related to the Consultant's work or services provided pursuant to this Contract shall be reported to the Village and resolved by the Consultant and/or its agent in a timely manner.
 - B. Within three (3) business days after receipt by Consultant of an initial written or verbal notice of any such incident, claim, or complaint, the Consultant shall also provide to the Village, and to any third-party making such claim or complaint, the name, telephone number, and cellular number of the Consultant's officer or employee who will be responsible for managing the resolution thereof until its final resolution by the Consultant and/or by the Consultant's insurer or agent.
 - C. Within ten (10) business days after the Consultant's receipt of the first notice of an alleged incident, claim, or complaint related to any alleged death, injury, and/or damage to persons and/or to public or private property (the "incident, claim, or complaint"), the Consultant or its agent(s) shall provide to the Village and to any third-party person making such claim or complaint an initial written response relative to such incident, claim or complaint, and the efforts and current progress of the Consultant and/or its agents to date toward the resolution of such incident, claim or complaint.
 - D. If complete resolution of the incident, claim, or complaint has not been reached within the aforesaid ten (10) business day period, the Consultant or its agent shall continue to use all reasonable efforts to fully resolve the incident, claim, or complaint, and to that end, further updated written status reports of resolution, or progress toward resolution, as the case may be, of such incident, claim, or complaint shall be provided to the Village by the Consultant not less than monthly until such incident, claim, or complaint is fully resolved.
 - E. The Consultant or its agents will be expected to fully resolve most incident(s), claim(s), or complaint(s) involving minor damage to public or private property within said initial ten (10) business day period after the Consultant receives its initial verbal or written notice of such incident, claim, or complaint.
11. Insurance:
- A. Prior to Commencement of Work:
 - (i) Prior to commencement of any Services under the Contract Documents, Consultant shall supply to the Village certificates of insurance as specified below. Consultant shall not start the Services contemplated by the Contract until Consultant has obtained all insurance required under this Paragraph 11, and all such insurance coverage has been obtained and approved by the Village Manager, or his designee.
 - (ii) Minimum Scope of Insurance:

Coverage shall be at least as broad as Insurance Services Office ("ISO") Commercial General Liability occurrence form CG 00 01 04 13 with the "Village of Western Springs and its officers, officials, employees, agents and volunteers" named as additional insureds on a primary and non-contributory basis. This primary, non-contributory additional insured coverage shall be confirmed through the following required policy endorsements (or their substantial equivalents): ISO Additional Insured Endorsement CG 20 10 04 13 or CG 20 26 04 13, and CG 20 01 04.

☐ If this box is checked, a Completed Operations Endorsement (CG 20 37 04 13) is also required.
 - B. Insurance Required: The Consultant shall procure and maintain, for the duration of the Contract, insurance against claims for injuries to persons or damage to property, which may arise from or in connection with the performance of the Work hereunder by the Consultant, its employees, subconsultants, and other agents, and:
 - (i) Commercial General Liability:

- (a) \$1,000,000 combined single limit per occurrence for bodily injury, and property damage and \$1,000,000 per occurrence for personal injury. The general aggregate shall be \$2,000,000.
- (b) The Village of Western Springs, and its officers, officials, employees, agents and volunteers, are to be named and covered as additional insureds as respects: liability arising out of the Consultant's work, including activities performed by or on behalf of the Consultant; products and completed operations of the Consultant; premises owned, leased or used by the Consultant, or automobiles owned, leased, hired or borrowed by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the Village of Western Springs and its officers, officials, employees, agents and/or volunteers.
- (c) The Consultant's insurance coverage shall be primary and non-contributory as respects the Village of Western Springs and its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the Village of Western Springs and/or on behalf of its officers, officials, employees, agents and/or volunteers shall be excess of Consultant's insurance and shall not contribute with it.
- (d) Any failure to comply with reporting provisions of any applicable insurance policies shall not affect coverage provided to the Village of Western Springs and/or its officers, officials, employees, agents and/or its volunteers.
- (e) The Consultant's insurance shall contain a Severability of Interests/Cross-Liability clause or language stating that Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- (f) If any commercial general liability insurance is being provided under an excess or umbrella liability policy that does not "follow form", then the Consultant shall be required to name the "Village of Western Springs, and its officers, officials, employees, agents and volunteers" as additional insureds.
- (g) All general liability coverages shall be provided on an occurrence policy form. Claims-made general liability policies will not be accepted.
- (h) The Consultant and all subconsultants hereby agree to waive limitation as to the amount of contribution recoverable against them by the Village of Western Springs, and/or by its officers, officials, employees, agents and/or its volunteers, **more** specifically any limitation imposed by any state statute, regulation, or case law including any Workers' Compensation Act provision that applies a limitation to the amount recoverable.
- (ii) ISO Business Auto Liability coverage form number CA 00 01, Symbol 01 "Any Auto":
\$1,000,000 combined single limit per occurrence for bodily injury, and property damage and \$1,000,000 per occurrence for personal injury.
- (iii) Workers' Compensation Insurance:
Such coverage as required by the Workers' Compensation Act of the State of Illinois with coverage of statutory limits and Employers' Liability Insurance with limits of \$500,000 per accident. The insurer shall agree to waive all rights of subrogation against the "Village of Western Springs, its officers, officials, employees, agents and volunteers" for losses arising from work performed by the Consultant for the Village.
- (iv) Professional Liability:
 - (a) Professional liability insurance with limits not less than \$1,000,000 each claim with respect to negligent acts, errors and omissions in connection with professional services to be provided under the contract, with a deductible not-to-exceed \$50,000 without prior written approval.
 - (b) If the policy is written on a claims-made form, the retroactive date must be equal to or preceding the effective date of the contract. In the event the policy is cancelled, non-renewed or switched to an occurrence form, the Consultant shall be required to purchase supplemental extending reporting period coverage for a period of not less than three (3) years.
- (v) Umbrella Policy:
If the general aggregate limit for Commercial General Liability coverage provided is less than \$2,000,000, pursuant to Section 11(B)(i) above, then a \$2,000,000 Umbrella Policy shall also be provided which policy shall follow all required coverages as set forth above, other than Worker's Compensation and Professional Liability coverages.

- (vi) ☐ Cyber Liability Coverage: for losses arising out of the Consultants work or work product resulting from a network/data breach, malware infection, cyber extortion, ransomware, exposure of confidential, personally identifiable and financial information, intellectual property and other related breaches. This coverage will apply to but not limited to damages for notification cost, credit monitoring expenses, public relations expenses, computer system/software damage and related financials losses.
- C. Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must be declared to and approved by the Village of Western Springs .
- D. All Coverages:
- (i) No Waiver. Under no circumstances shall the Village, or its officers, officials, employees, agents or volunteers be deemed to have waived any of the insurance requirements of this Contract by any act or omission, including, but not limited to:
 - (a) Allowing work by Consultant or any subconsultant to start before receipt of Certificates of Insurance and Additional Insured Endorsements.
 - (b) Failure to examine, or to demand correction of any deficiency, of any Certificate of Insurance and Additional Insured Endorsement received.
 - (ii) Should any of the policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.
- E. Acceptability of Insurers: Insurance is to be placed with insurers with a Best's rating of no less than A-, VII and approved to do business in the State of Illinois.
- F. Verification of Coverage: Consultant shall furnish the Village of Western Springs with certificates of insurance naming the "Village of Western Springs, its officers, officials, employees, agents and volunteers", as additional insureds (except on Professional Liability), 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 certificates and endorsements are to be received and approved by the Village Manager, or his designee, before any work commences. The following additional insured endorsements may be utilized (or their substantial equivalent): ISO Additional Insured Endorsements CG 20 10 04 13 or CG 20 26 04 13, and CG 20 37 04 13 – Completed Operations, where required. In the event a claim is filed, the Village reserves the right to request full certified copies of the insurance policies and endorsements.
- ☐ If this box is checked, a Completed Operations Endorsement (CG 20 37 04 13) is also required.
- G. Subconsultants: Consultant shall include all subconsultants as insureds under its policies or shall furnish separate certificates and endorsements for each subconsultant. All coverages for subconsultants shall be subject to all of the requirements stated herein.
- H. Assumption of Liability: Consultant assumes liability for all injury to or death of any person or persons including employees of the Consultant, any subconsultant, 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.
- I. Insurance Certifications: In addition to providing Certificates of Insurance as required by the contract documents, the Consultant shall submit to the Village a signed certification with each Request for Payment, stating that all the insurance required of the Consultant remains in force. Failure to submit such a certification shall be grounds to withhold payment in full or in part.
- J. Insurance Requirements Cannot Be Waived by Village: Under no circumstances shall the Village be deemed to have waived any of the insurance requirements of the related Contract by any act or omission, including, but not limited to: (1) allowing the Work to commence by the Consultant or any subconsultant of any tier before receipt of Certificates of Insurance; (2) failing to review any Certificates of Insurance received; (3) failing to advise the Consultant or any subconsultant of any tier that any Certificate of Insurance fails to contain all the required insurance provisions, or is otherwise deficient in any manner; or (4) issuing any payment without receipt of a Sworn Statement from the Consultant and all subconsultants of any tier stating that all the required insurance is in force. The Consultant agrees that the obligation to provide the insurance required by this Agreement or any of the contract documents is solely its responsibility and that this is a requirement which cannot be waived by any conduct, action, inaction or omission by the Village. Consultant shall also protect the Village by specifically incorporating this Paragraph into every subcontract entered into relative to the Work

contemplated herein and also requiring that every subconsultant incorporate this Paragraph into every sub-subcontract it enters into relative to the Work contemplated herein.

- K. Liability of Consultant and Subconsultant is Not Limited by Purchase of Insurance: Nothing contained in the insurance requirements of this Agreement or any Contract Documents is to be construed as limiting the liability of the Consultant or the liability of any subconsultant of any tier, or either of their respective insurance carriers. The Village does not, in any way, represent that the coverages or limits of insurance specified is sufficient or adequate to protect the Village, the Consultant, or any subconsultant's interest or liabilities, but are merely required minimums. The obligation of the Consultant and every subconsultant of any tier to purchase insurance shall not, in any way, limit their obligations to the Village in the event that the Village should suffer an injury or loss in excess of the amount recoverable through insurance, or any loss or portion of the loss which is not covered by either the insurance of the Consultant or any subconsultant's insurance.
- L. Notice of Bodily Injury or Property Damage: The Consultant shall notify the Village, in writing, of any actual or possible claim for personal injury or property damage relating to the Work, or of any occurrence which might give rise to such claim, promptly upon obtaining first knowledge of same.
- M. Updated Proof Required: The Consultant agrees that at any time upon the demand of the Village, updated proof of such insurance coverage will be submitted to the Village. There shall be no additional charge to the Village for said insurance.
- N. Higher and More Expansive Standard Applicable: To the extent other insurance requirements of the Contract Documents contradict this Paragraph 11, the more expansive and higher standard, in terms of type and amount of coverage, shall govern.

12. Indemnity:

- A. To the fullest extent permitted by law, the Consultant hereby agrees to indemnify and hold harmless the Village, IDOT (if IDOT is providing funding for all or any portion of the Contract Sum), the FTA (if the FTA is providing funding for all or any portion of the Contract Sum), any other governmental agency providing funding for all or any portion of the Contract Sum, and their officers, directors, employees, agents, affiliates and representatives (collectively, "Indemnified Parties"), from and against claims, demands, suits, liabilities, injuries (personal or bodily), property damage, causes of action, losses, expenses, damages or penalties, including, court costs and reasonable attorneys' fees, to the extent caused by (i) any negligent act or omission by the Consultant and any Consultant Related Parties (anyone directly or indirectly employed by them, their agents, or anyone for whose acts they may be liable) in the performance of professional, non-professional, general, or operational activities under this Agreement; and/or (ii) any breach, default, violation or nonperformance by the Consultant of any term, covenant, condition, duty or obligation provided in this Agreement. This indemnification obligation shall not include the upfront duty to defend any Indemnified Party but shall reimburse client's reasonable, reasonably incurred defense costs to the extent of Consultant's legally determined fault, negligence, or willful misconduct. This indemnification, defense and hold harmless obligation will survive the termination or expiration of this Agreement, whether by lapse of time or otherwise. This indemnification obligation will not be limited (i) by a limitation on the amount or type of damages, compensation or benefits payable by or for the Consultant or any other party under workers' or workmen's compensation acts, disability benefit acts or other employee benefits acts, or (ii) pursuant to any common law or case.

In addition to the indemnification provided above, Consultant will indemnify, defend and hold harmless the Village, IDOT (if IDOT is providing funding for all or any portion of the Contract Sum), the FTA (if the FTA is providing funding for all or any portion of the Contract Sum), any other governmental agency providing funding for all or any portion of the Contract Sum, and their officers, directors, employees, agents, affiliates and representatives, from and against any and all claims, demands, suits, liabilities, injuries, causes of action, losses, expenses, damages or penalties, including, without limitation, court costs and reasonable attorneys' fees, arising or resulting from, or occasioned by or in connection with any and all claims which are based upon or make the contention that any of the Deliverables or other materials supplied to the Village or used by the Village in the manner recommended by the Consultant, in whole or in part, constitute infringement of any copyright, trademark, patent, trade secret or other proprietary rights of any third party. This indemnification,

defense and hold harmless obligation will survive the termination or expiration of this Agreement, whether by lapse of time or otherwise. This indemnification obligation will not be limited (i) by a limitation on the amount or type of damages, compensation or benefits payable by or for Consultant or any other party pursuant to any common law or case.

- B. Consultant expressly understands and agrees that any performance bond or insurance policies required by this Contract, or otherwise provided by the Consultant, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Village, its elected and appointed officials, employees or agents as herein provided.
- C. Consultant further agrees that to the extent that money is due the Consultant by virtue of this Contract as shall be considered necessary in the judgment of the Village, such funds may be retained by the Village to protect itself against said loss until such claims, suits, or judgments shall have been settled or discharged and/or evidence to that effect shall have been furnished to the satisfaction of the Village.
- D. In the event that the Village is not immune from liability under any applicable law, and only in such event, the Village hereby agrees to indemnify and hold harmless the Consultant, its officers, directors, employees and subconsultants (collectively, Consultant) against all damages, liabilities or costs, including reasonable attorney's fees and defense costs, to the extent caused by the Village's negligent acts in connection with the Project and the acts of the Village, and/or any of its officers, trustees and/or employees.
- E. The provisions of this Paragraph 12 shall survive any termination of the Contract.

13. Village Confidential Information:

- A. Confidential Information. "Confidential Information" shall mean all information, whether in written, verbal, graphic, electronic or any other form, which is disclosed to or observed by the Consultant in the course of its performance of Services hereunder. Confidential Information will include Deliverables, business plans, forecasts, projections, analyses, Village employee and vendor information, software (including all documentation and codes), hardware and system designs, architectures and protocols, specifications, manufacturing, logistic and sale processes.
- B. Use of Confidential Information. The Consultant (i) will use Confidential Information only in connection with Consultant's performance of the Services, and (ii) will not disclose Confidential Information except to the Consultant's employees and Consultant Related Parties to the extent such employees or Consultant Related Parties need to know such Confidential Information in connection with the performance of the Services. In addition to the requirements of the foregoing sentence, if the Consultant wishes to disclose Confidential Information to a Consultant Related Party, the Village must first consent to such disclosure and the Consultant Related Party must agree in writing to be bound by the terms and conditions of this Paragraph 13, in a document satisfactory to the Village. The Consultant will be responsible and liable for any unauthorized disclosure, publication or dissemination by any party who obtained Confidential Information from the Consultant, including Consultant's employees and Consultant Related Parties. This section does not apply to any information that (a) the Consultant can demonstrate that it possessed prior to the date of this Agreement without obligation of confidentiality, (b) the Consultant develops independently without use of any Confidential Information, (c) the Consultant rightfully receives from a third party without any obligation of confidentiality to such third party, (d) is or becomes publicly available without breach of this Agreement, or (e) must be disclosed as required under applicable Law; provided, however, that the Consultant must give the Village reasonable notice prior to such disclosure and will reasonably cooperate with any efforts requested by the Village to limit the nature or scope of the disclosure.
- C. Authority Confidential Information. The Consultant understands and acknowledges that the Village may use software provided in connection with this Agreement in connection with Confidential Information of the Village. Any such use of software shall not alter the Consultant's obligations and the Village's rights with respect to Confidential Information described in Section 13.B above.

14. Standard of Performance: The Consultant must perform all Services required of it under this Agreement in accordance with the practices, methods, standards, degree of judgment and skill that are ordinarily possessed and exercised by (and generally accepted as being appropriate for) professionals of the same profession who are performing work which is of similar scope, nature and complexity as the Services (the "Professional Standard"). All Services shall be performed by the Consultant in a prompt and expeditious

manner in accordance with the Professional Standard and the Consultant shall be responsible for all Services provided under this Agreement whether such Services are provided by the Consultant or by Consultant Related Parties hired by the Consultant. The Consultant will perform the Services promptly and without unreasonable delay and will give all Services such priority as is necessary to cause the Services to be provided hereunder to be properly performed in a timely manner and consistent with sound professional practices and standards. The Consultant and any Consultant Related Party must be suitably qualified and experienced to perform the Services in accordance with the requirements of this Agreement and the Professional Standard. To the extent required by any laws, the Consultant and all Consultant Related Parties must be suitably licensed or certified to perform the Services. In connection with the execution of this Agreement, the Consultant represents as follows:

- A. Feasibility of Performance. The Consultant (i) has carefully examined and analyzed the provisions and requirements of this Agreement, including all Exhibits hereto; (ii) understands the nature of the Services required; (iii) from its own analysis has satisfied itself, to the extent reasonably possible, as to the nature of all things needed for the performance of this Agreement and all other matters that in any way may affect this Agreement or its performance; (iv) represents that this Agreement is feasible of performance in accordance with all of its provisions and requirements; and (v) can and will perform, or cause to be performed, the Services in accordance with the provisions and requirements of this Agreement.
- B. Ability to Perform: The Consultant hereby represents and warrants to the Village, with the intention that the Village rely thereon in entering into this Agreement, that: (a) the Consultant is financially solvent; (b) the Consultant, and each has the training, capability, experience, expertise, and licensing necessary to perform the Services in accordance with the requirements of this Agreement and the Professional Standard; (c) the Consultant possesses and will keep in force all required licenses, permits and accreditations to perform the Services; (d) the Consultant has full power to execute, deliver and perform this Agreement and has taken all necessary action to authorize such execution, delivery and performance; (e) the individual(s) executing this Agreement are duly authorized to sign the same on the Consultant's behalf and to bind the Consultant hereto; and (f) the Consultant will perform the Services described herein promptly, diligently and continuously with an adequate number of qualified personnel to ensure such performance.
- C. Authorized to do Business in Illinois: The Consultant certifies that it is a legal entity authorized to do business in Illinois, 30 ILCS 500/1.15.8, 20-43.
- D. Certification to Enter into Public Contracts: The Consultant certifies that it is not barred from contracting with any unit of state or local government as a result of a violation of either Section 33E-3 or 33E-4 of the Illinois Criminal Code or violating the prohibition set forth in Section 50-10.5(e) of the Illinois Procurement Code, 30 ILCS 500/50-10.5e or any similar offense of any State of the United States which contains the same elements as the Illinois offenses of bid-rigging or bid rotating.
- E. Payment to the Illinois Department of Revenue: Consultant certifies that it is not delinquent in payment of any taxes to Illinois Department of Revenue.
- F. Debarment. The Consultant certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in the Agreement by any federal department or agency. The Consultant will not knowingly use the services of any related party barred or ineligible for contracts by any federal, state or local governmental agency or applicable Laws for any purpose in the performance of the Services.
- G. Interest of members of the Village: Consultant certifies that no member of the governing body of the Village and no other officer, employee, or agent of the Village who exercises any functions or responsibilities in connection with the planning or carrying out of the Services, has any personal financial interest, direct or indirect, in this Agreement; and the Consultant shall take appropriate steps to assure compliance.
- H. Interest of Professional Services Provider and Employees. Consultant certifies that it presently has no interest and shall not acquire interest, direct or indirect, in the various project areas or any parcels therein or any other interest which would conflict in any manner or degree with the performance of Consultant Services hereunder. The Consultant further covenants that in the performance of this Agreement, no person having such interest shall be employed.

15. No Conflicts of Interest: The Consultant warrants that it has no conflict of interest and has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, brokerage fee, gift(s), or any other consideration, contingent upon or resulting from the award or the making of this Contract.
16. Compliance with Laws: In the performance of the Services, the Consultant shall comply, and must cause any Consultant Related Party to comply, and must ensure that the Services comply, with all applicable federal, state, and local laws, ordinances, rules and regulations, and any and all orders and decrees of any court, administrative body or tribunal applicable to the performance of the Contract. Included within the scope of the laws, ordinances, rules and regulations referred to in this paragraph, but in no way to operate as a limitation, are: Occupational Safety & Health Act (“OSHA”); Illinois Department of Labor (IDOL”), Department of Transportation, and all forms of traffic regulations; public utility, Intrastate and Interstate Commerce Commission regulations; Workers’ Compensation Laws, the Social Security Act of the Federal Government and any of its titles, the Illinois Human Rights Act, and EEOC statutory provisions and rules and regulations. Evidence of specific regulatory compliance will be provided by the Consultant if requested by the Village.
17. Employment Conditions: Equal Employment Opportunity Clause. In the event of the Consultant ’s non-compliance with the provisions of this Equal Employment Opportunity Clause, the Illinois Human Rights Act (775 ILCS 5/1 et seq.) (the “Human Rights Act”) or the rules and regulations (the “Rules and Regulations”) of the Illinois Department of Human Rights (for the purposes of this Article 10, the “Department”), the Consultant may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and this Agreement may, in addition to any remedies provided pursuant to this Agreement, 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. During the performance of this Agreement, the Consultant agrees as follows:
- (1) That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age, sexual orientation, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
 - (2) That, if it hires additional employees in order to perform this Agreement or any portion thereof, it will determine the availability (in accordance with the Department’s Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
 - (3) That, 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 on the basis of race, color, religion, sex, marital status, national origin or ancestry, age, sexual orientation, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.
 - (4) That it will 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 Consultant ’s obligations under the Human Rights Act and the Department’s Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the Consultant in its efforts to comply with such Act and Rules and Regulations, the Consultant will promptly so notify the Department and the Village and will recruit employees from other sources when necessary to fulfill its obligations thereunder.
 - (5) That it will submit reports as required by the Department’s Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the Village, and in all respects comply with the Human Rights Act and the Department’s Rules and Regulations.
 - (6) That it will permit access to all relevant books, records, accounts and work sites by personnel for the Village and the Department for purposes of investigation to ascertain compliance with the Human Rights Act and the Department’s Rules and Regulations.

(7) That it will include verbatim or by reference the provisions of this clause 10.1 in every subcontract it awards under which any portion of this Agreement's obligations are undertaken or assumed so that such provisions will be binding upon such subconsultant. In the same manner as with other provisions of this Agreement, the Consultant will be liable for compliance with applicable provisions of this clause 10.1 by such subconsultant s, and it will promptly notify the Village and the Department in the event any subconsultant fails to or refuses to comply therewith. In addition, the Consultant will not utilize any subconsultant declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

Public Works Employment Discrimination Act: The Consultant certifies and agrees that it will comply with the Public Works Employment Discrimination Act (775 ILCS 10/1 et seq.). In confirmation and furtherance of the foregoing, the Consultant agrees that no person shall be refused or denied employment in any capacity on the ground of unlawful discrimination, as that term is defined in the Human Rights Act, nor be subjected to unlawful discrimination in any manner, in connection with the contracting for or the performance of any work or service of any kind, by, for, on behalf of, or for the benefit of the Village, including without limitation, the Services to be provided pursuant to this Agreement.

Drug-Free Workplace: The Consultant certifies and agrees that it will provide a drug-free workplace as required by the Drug Free Workplace Act (30 ILCS 580/1 et seq.) and that it will comply with all provisions thereof.

Disadvantaged Business Enterprise Assurance: In accordance with 49 CFR Part 26.13(a), as amended, the Consultant assures the Village that it shall not discriminate on the basis of race, color, national origin or sex in the implementation of the Services and in the award and performance of any subcontract or other third party contract supported with Federal assistance derived from the U.S. Department of Transportation ("USDOT") or in the administration of its Disadvantaged Business Enterprise ("DBE") program, if required pursuant to 49 CFR Part 26, as amended, or the requirements of 49 CFR Part 26, as amended. The Consultant assures the Village that it shall take all necessary and reasonable steps set forth in 49 CFR Part 26, as amended, to ensure nondiscrimination in the award and administration of all subcontracts and third party contracts supported with Federal assistance derived from USDOT. The Consultant 's DBE program, if required by 49 CFR Part 26, as amended, is incorporated by reference and made a part of this Agreement for the purposes of any Federal assistance awarded by the FTA or USDOT. If required by 49 CFR Part 26, as amended, implementation of such a DBE program is a legal obligation of the Consultant, and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to the Consultant of its failure to implement its approved DBE program, if required by 49 CFR Part 26, as amended, USDOT may impose sanctions as provided for under 49 CFR Part 26, as amended, and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001, as amended, and/or the Program Fraud Civil Remedies Act, 31 U.S.C. 3801 et seq., as amended. The Consultant further agrees to comply with all reasonable procedural, reporting and invoicing requirements that the Village may now or hereafter establish in order to comply with the DBE laws, rules and requirements that may apply to the Village and/or to this Agreement.

18. **Certifications:** By the execution of this Agreement, the Consultant certifies that: (1) the Consultant is not delinquent in the payment of any tax administered by the Illinois Department of Revenue as required by 65 ILCS 5/11-42.1-1; (2) the Consultant has a written sexual harassment policy as required by and shall otherwise comply in all respects with the Illinois Human Rights Act (775 ILCS 5/2-105(A)(4)); (3) the Consultant will provide a drug-free workplace as required by and shall otherwise comply with the Illinois Drug-Free Workplace Act (30 ILCS 580/1, et seq.); (4) the Consultant has in place a written policy as required by and that it does and shall otherwise comply with the Illinois Substance Abuse Prevention on Public Works Projects Act (820 ILCS 265/1, et seq.); and (5) the Consultant is not and/or was not barred from bidding on this Contract pursuant to Section 33E-3 or 33E-4 of the Illinois Criminal Code (720 ILCS 5/33E-3 and 5/33E-4).

19. Project Documentation: Upon execution of this Agreement relative to the Project, notwithstanding anything contained in any other Contract Documents to the contrary, the Consultant and its Consultant Related Parties agree to and shall release to the Village any and all right, title, and interest in and to any and all Project Documentation depicting, documenting, or recording the Services, and/or the Work, and/or the Project which is the subject of the Contract Documents, prepared or created by the Consultant and/or its subconsultants, including but not limited to any and all drawings, plans, specifications, photos, reports, videos, and/or other recordings on any electronic media (sometimes collectively referred to as "Project Documentation"), and any and all of such Project Documentation shall become the property of the Village. The Consultant and its subconsultants further warrant to the Village that they have the legal right to convey said Project Documentation to the Village. The Work contemplated by the Contract Documents shall not be considered complete until and unless legible and complete physical and electronic copies of all such Project Documentation have been delivered to the Village. The Village may reuse Project Documentation without the prior written authorization of the Consultant, but the Village agrees to waive any claim against the Consultant arising from any unauthorized reuse or modification of the Project Documentation.
20. Illinois Freedom of Information Act: The Illinois Freedom of Information Act (FOIA) applies to public records in the possession of a party with whom the Village has an Agreement. The Village of Western Springs will have only a very short period of time from receipt of a FOIA request to comply with the request, and there is a significant amount of work required to process a request including collating and reviewing the information. Vendor 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) and to provide the requested public records to the Village within two (2) business days of the request being made by the Village. Vendor agrees to indemnify and hold harmless the Village from all claims, costs, penalty, 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.
21. Independent Contractor : It is mutually understood and agreed that the Consultant shall have full control of the ways and means of performing the Professional Services referred to above and/or which is the subject of this Agreement and the related Contract and that the Consultant or his/its employees, representatives or Subconsultants are in no sense employees of the Village, it being specifically agreed that in respect to the Village, the Consultant and any party employed by the Consultant bears the relationship to the Village of an independent contractor.
22. Duration: This Master Services Agreement shall be in effect for a term of three (3) years, but the obligations of the Consultant under Paragraphs 12 and 13 shall continue after such termination.
23. Advertisement: The Consultant is specifically denied the right to use in any form or medium the name of the Village for public advertising unless express permission is granted by the Village.
24. Amendments: No agreement or understanding to modify this Agreement or the related Contract Documents shall be binding upon the Village unless in writing and signed by the Village's authorized agent. All specifications, drawings, and data submitted to the Consultant with this Agreement or the related Contract Documents are hereby incorporated and made part thereof.
25. Termination; Remedies: Notwithstanding any other provision hereof, the Village may terminate the Agreement in the event of a default by the Consultant or without cause at any time upon fifteen (15) days prior written notice to the Consultant. In the event that the Agreement is so terminated and the Consultant is not in default or breach of this Agreement, the Consultant shall be paid for Services actually performed and reimbursable expenses actually incurred, if any, prior to termination, not exceeding the value of the Services completed which shall be determined on the basis of the rates set forth in the Consultant's Proposal. Without invalidating this Agreement or any other Scope of Work in progress at the time, any single Scope of Work may be terminated upon fifteen (15) days' notice to Consultant, and neither Party shall have any further liability thereunder.

26. Supersede: The terms, conditions and specifications set forth in this Agreement shall supersede, govern, and prevail over any inconsistent terms, conditions, and/or specifications on any other Contract Documents.
27. Severability: In the event any section, subsection, paragraph, sentence, clause, phrase or provision of this instrument or part thereof shall be deemed unlawful, invalid, unenforceable or ineffective by any court of competent jurisdiction, such decision shall not affect the validity, enforceability or effectiveness of the remaining portions of this instrument.
28. Facsimile or Digital Signatures: Facsimile or digital signatures shall be sufficient for purposes of executing, negotiating, and finalizing this Contract, and this Contract shall be deemed delivered as if containing original signatures if such delivery is made by emailing a PDF of a scanned copy of the original, hand-signed document, and/or by use of a qualified, established electronic security procedure mutually agreed upon by the Parties.
29. Counterparts: This Agreement may be executed in one or more counterparts, which counterparts when affixed together, shall constitute one and the same original document.
30. No Third Party Beneficiaries: The Parties do not intend to confer any benefit hereunder on any person, firm or corporation other than the Parties hereto.
31. Entire Agreement: The Contract Documents (including all Exhibits attached thereto which by reference are made a part of the Agreement) and all other written agreements signed by all of the Parties hereto which by their express terms are a part of the Contract Documents, are the final expression of, and contain the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior understandings with respect thereto.
32. No Liability of Public Officials. No official, employee or agent of the Village will be charged personally by the Consultant, or by any assignee or Consultant Related Parties, with any liability or expenses of defense or be personally liable to them under any term or provision of this Agreement, or because of the Village's execution or attempted execution, or because of any breach hereof.
33. No Liability of Funding Agencies. IDOT, the FTA and any other governmental agencies providing funding to pay all or a portion of the Contract Sum will not be subject to any obligations or liabilities by or to the Consultant or Consultant Related Parties in connection with the Services, notwithstanding any concurrence in the retention or solicitation of the Consultant or Consultant Related Parties
34. Developments and Intellectual Property Rights.
(1) All concepts, works, information, data, computer programs and other ideas and materials developed, invented, prepared or discovered by the Consultant or any of its employees, agents or Consultant Related Parties, either alone or in collaboration with others, which relate to the actual or anticipated activities, business or research of the Village, which result from or are suggested by the Services or any other work the Consultant or the Consultant Related Parties may do for the Village, or which result from use of the Village's premises or property (collectively, the "Developments") and any trademark, trade secret, copyright, patent, common law right, title or slogan or any other proprietary right ("Proprietary Rights") in such Developments will be the sole property of the Village, and IDOT (to the extent IDOT is providing funding for all or any portion of the Contract Sum), the FTA (to the extent the FTA is providing funding for all or any portion of the Contract Sum) and any other governmental agency providing funding for all or any portion of the Contract Sum (to the extent of such funding). The Consultant hereby assigns (and agrees to cause all Consultant Related Parties to assign) to the Village, and IDOT (to the extent IDOT is providing funding for all or any portion of the Contract Sum), the FTA (to the extent the FTA is providing funding for all or any portion of the Contract Sum) and any other governmental agency providing funding for all or any portion of the Contract Sum (to the extent of such funding)) the Consultant's (or the Consultant Related Parties') entire right and interest in any such Development, and will execute (or cause the Consultant Related Parties to execute) any documents

in connection therewith that the Village may reasonably request; provided that to the fullest extent permissible by applicable Law, any and all copyrightable aspects of the Developments will be considered “works made for hire.” The Consultant agrees to enter into agreements with all of its Consultant Related Parties necessary to establish the Village’s ownership in the Developments (and the ownership in the Developments of IDOT (to the extent IDOT is providing funding for all or any portion of the Contract Sum), the FTA (to the extent the FTA is providing funding for all or any portion of the Contract Sum) and any other governmental agency providing funding for all or any portion of the Contract Sum (to the extent of such funding)), and the Consultant agrees to provide the Village with copies of such agreements if requested by the Village. The foregoing does not apply to any inventions that the Consultant made prior to the Consultant’s retention by the Village, or to any inventions that the Consultant develops without using any of the Village’s equipment, supplies, facilities or Confidential Information and that do not relate to the Services or the Village’s business or research, or the Services the Consultant performs for the Village. The Consultant hereby grants to the Village (and IDOT (to the extent IDOT is providing funding for all or any portion of the Contract Sum), the FTA (to the extent the FTA is providing funding for all or any portion of the Contract Sum) and any other governmental agency providing funding for all or any portion of the Contract Sum (to the extent of such funding)) a perpetual, irrevocable, worldwide, non-exclusive right and license, with the right to sublicense, to use all materials, software, technology, data or other goods or services, that are not Developments but that are required to use fully and completely the Developments. The Consultant will provide to the Village materials that are not Developments only to the extent the Consultant has the right to make the foregoing license.

- (2) This Agreement will not preclude the Consultant from using its general knowledge, skills and experience for its other clients, provided that the Consultant does not use in connection therewith any Developments or Confidential Information
- (3) At all times during the term of this Agreement, upon request from the Village and upon termination or expiration of this Agreement, the Consultant will immediately provide to the Village the then-current version of any Developments in the Consultant’s possession, indexed and arranged to the satisfaction of the Village.

35. Joint and Several Liability. In the event that the Consultant, or its successors or assigns, if any, is comprised of more than one individual or other legal entity (or combination thereof), then and in that event, each and every obligation or undertaking herein stated to be fulfilled or performed by the Consultant will be the joint and several obligation and undertaking of each such individual or other legal entity.

36. No Waiver No course of dealing or failure of the Village and/or the Consultant to enforce strictly any term, right or condition of this Agreement shall be construed as a waiver of such term, right or condition or other term, right or condition of this Agreement. No express waiver of any term, right or condition of this Agreement shall operate as a waiver of any other term, right or condition.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized officer in quadruplicate counterparts, each of which shall be considered as an original.

V3 COMPANIES

VILLAGE OF WESTERN SPRINGS

By: _____

By: _____

Name: _____

Name: _____

Its _____ and Authorized Agent

Title: _____

ATTEST: _____

EXHIBIT A
[ATTACH IF REQUIRED]

Proposal or Scope of Services

EXHIBIT B
[ATTACH IF REQUIRED]
Schedule of Fees



AGENDA ITEM SUMMARY

BOARD OF TRUSTEES

Regular Meeting: September 14, 2026

AGENDA ITEM 8.L.

To: Board of Trustees

From: Jeff Koza, Director of Engineering Services

CC: Ellen Baer, Village Manager

RE: Approval of Christopher B. Burke Engineering, Ltd. Proposal for Creation of Stormwater Master Plan (Discussion only)

Recommendation

The Public Works and Water Committee reviewed this item at their meeting on September 1, 2026 and recommended the approval of a proposal from Christopher B. Burke Engineering, Ltd (CBBEL) for the creation of a Stormwater Master Plan for a fee not to exceed \$210,460.

Summary

The Village of Western Springs last completed a Stormwater Master Plan (SMP) in 2003, and while that plan provided useful guidance at the time, stormwater conditions, development patterns, and analytical capabilities have significantly evolved in the years since. Several areas throughout the Village continue to experience varying degrees of flooding during different rain events, highlighting the need for a comprehensive and updated assessment. The process will include a review the 2003 plan; however, due to substantial advancements in stormwater modeling, GIS integration, and hydraulic analysis, the new SMP will include a far more detailed, data-driven model that reflects current system conditions. Completing this update will allow the Village to better understand where flooding occurs, identify root causes, evaluate feasible solutions, and prioritize projects for implementation. The SMP will also tie directly into the Capital Infrastructure Plan by assisting in the identification of new storm water related projects and improvements.

Christopher B. Burke Engineering, Ltd. (CBBEL) has submitted a proposed scope of services and fee to prepare a comprehensive Stormwater Master Plan (SMP) for the Village of Western Springs. The SMP will build upon previous Village-wide modeling efforts and establish a modern, data-driven framework for evaluating flooding concerns, sewer system capacity, and concept-level capital improvements.

Purpose of the SMP

- Compile and validate existing stormwater system data.
- Develop hydrologic and hydraulic models of the Village's storm and combined sewer systems.
- Identify and evaluate drainage problem areas on both public and private properties.
- Prepare inundation maps for multiple storm events.

- Develop and prioritize concept-level infrastructure improvements.
- Engage residents through questionnaires and an open-house meeting.

CBBEL is well-suited for this effort given their strong stormwater management expertise, successful delivery of the Springdale Drainage Improvements project, and extensive study of the 51st Street corridor—work that will directly inform and strengthen this SMP.

Scope of Services

Phase 1 – Existing Conditions

Includes data review, development of a resident flood questionnaire, field verification of system data, GIS database development, existing-conditions modeling, model calibration, inundation mapping, a resident open house, and preparation of an Existing Conditions Technical Memo.

Phase 2 – Proposed Improvements

Includes the identification of problem areas, development of concept-level capital project alternatives, modeling to validate proposed improvements, project prioritization criteria, creation of a prioritized project list, development of the SMP Summary Report, and public presentations.

The development of the plan is anticipated to be completed in late 2027.

Financial Impact

Fee Summary

- Phase 1 Total: \$125,080
- Phase 2 Total: \$83,880
- Reimbursable Expenses: \$1,500
- Overall Total Project Cost: \$210,460

Included in the 2026 Budget was \$125,000 for completion of a stormwater master plan. Staff has confirmed with CBBEL that they will not exceed the \$125,000 threshold this current budget year. Staff will include funds for completion of the study in the 2027 draft budget.

Recommended Motion

I move to approve a proposal from Christopher B. Burke Engineering, Ltd (CBBEL) for the creation of a stormwater master plan for a fee not to exceed \$210,460.

Strategic Plan Alignment

Infrastructure Improvements

File Attachments

1. Western Springs Stormwater Master Plan_082626



CHRISTOPHER B. BURKE ENGINEERING, LTD.

9575 W Higgins Road, Suite 600 Rosemont, Illinois 60018-4920 Tel (847) 823-0500 Fax (847) 823-0520

August 26, 2026

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

Attention: Jeff Koza, PE
Village Engineer

Subject: **Request for Scope of Services and Cost Proposal
Stormwater Master Plan**

Dear Mr. Koza:

As requested, Christopher B. Burke Engineering, Ltd. (CBBEL) has prepared the following Understanding of Assignment, Scope of Services, and Fee Estimate for the preparation of a Stormwater Master Plan (SMP) for the Village of Western Springs.

UNDERSTANDING OF ASSIGNMENT

We understand that the Village of Western Springs (Village) would like to continue recent stormwater management efforts with the preparation of a Stormwater Master Plan (SMP). The SMP is a process that invites input from residents to identify existing drainage problems, prepares a hydrologic and hydraulic model of the Village's sewer systems, develops concept level improvement projects, and prioritizes the potential implementation of those projects. We will utilize available GIS mapping and sewer data to develop a Village-wide model of the storm and combined sewer systems. A preliminary review of available data indicates that there is enough pipe size and invert data to prepare a representative model. The model will build on prior efforts by CBBEL which include modeling of the Springdale area and 51st Street corridor. The model will be used to generate surface inundation mapping for various storm events. Open house events will be held with residents to share the results of the inundation mapping and to obtain first-hand data from residents. The final deliverable will be a report that summarizes the findings and prioritizes any potential flood reduction alternatives.

SCOPE OF SERVICES

PHASE 1 – EXISTING CONDITIONS

Task 1 – Data Review: We will review all data provided by the Village related to the storm and combined sewer systems. This will include any flooding reports, photos, development plans, GIS data, or other relevant information.

Task 2 – Flood Questionnaire and Mapping: We recommend that CBBEL creates a Flood Questionnaire for the Village's distribution at the start of the SMP. The flood questionnaire will include standard details such as flooding type, details, dates, etc. We will create the Flood Questionnaire, which will be distributed and publicized by the Village. The results from all questionnaires received will be mapped using GIS and incorporated into the data sources for the SMP.

Task 3 – Field Verification: The GIS database provided will inevitably include questionable data that must be field verified to have confidence in the data used for modeling. For this task, we have assumed an appropriate level of effort for field verification of existing data based on our experience with similar studies. A water resources engineer and appropriate support staff will investigate and confirm key data. This task will include limited effort to verify available pipe invert data. Many of the inverts in the GIS are single-digit numbers, which are assumed to be depths and not elevations. As part of this task, we will spot check the GIS values at locations throughout the Village and will obtain missing invert data at key locations. This task is not intended to comprehensively obtain all missing data. If the current GIS data is found to be unreliable or not useful, we will meet with the Village to decide how to best proceed.

Task 4 – GIS Database Development: Our preference for all SMP studies is to start with a thorough GIS database of the stormwater system prior to initiating any modeling efforts. This simplifies the modeling process and provides a stand-alone GIS deliverable at the end of the process that is beneficial to the Village. We will review the Village's GIS data, which based on a preliminary review appears to have pipe size and invert data for the majority of the system. We will also review any as-built plan data provided by the Village that may provide invert data and incorporate that data to the GIS database. We will do the same for as-built detention basin information. As the database is completed, we will evaluate whether missing data can be interpolated or whether any specific data collection would be useful to improve the quality of the model. We will prepare and provide exhibits depicting our recommendations, if any. This task does not include any data collection efforts which could be completed by Village staff or under a separate agreement once the scope of work is known. We do not expect data collection to be a major effort based on the existing available data we have reviewed.

Task 5 – Existing Conditions Model Development: Using the relevant sewer system data collected in the GIS database in the preceding tasks, we will create stormwater models of the Village's storm and combined sewer systems. The models will include the relevant pipe data, drainage areas and hydrologic parameters, depressional storage areas, detention basins, and overland flow routes. Depending on the specific modeling needs of each system, we may utilize 1D or 2D approaches to model the flow of water across the surface. Our SMP models will typically include all stormwater piping 12" in diameter and larger, however if there are key storm sewers of smaller diameter, we will include them. This may include rear yard drainage areas, which may be a significant concern. The modeling will include rear yard depressional areas identified by the Village as known flooding locations. This task will create the existing conditions models used to evaluate the Village's stormwater system.

Task 6 – Model Calibration: We understand that the Village will provide information on known flooding areas and extents from specific storm events to be used for calibration of the model. We understand there is no specific elevation or flow data to be used for calibration and the scope does not include obtaining flow data. We will use the available data points for a general calibration and confirmation of the accuracy of the model. We will compare the model results for the known flooding areas with the observed flooding, and if needed, adjust model parameters to obtain an acceptable match.

Task 7 – Inundation Mapping: After the Village concurs with the model calibration, we will simulate a range of flood events and develop flooding depths and extents at all flooding areas. We will prepare a series of exhibits depicting inundation areas for various storm events. In past projects we have also provided web-based mapping that can be integrated to the Village's GIS system so that the Village can create location-specific exhibits as needed.

Task 8 – Resident Open House: We recommend for the Village to host an open house to allow residents to share their first-hand flooding experiences and to view the results of the existing conditions modeling. We will bring several water resources engineers to interact with residents and explain the model results. The inundation mapping completed in Task 7 will be printed and used as a basis for residents to add their own information. Any flood questionnaires received prior to the meeting will be represented in the drawings.

Task 9 – Existing Conditions Technical Memo: A technical memorandum will be prepared summarizing the model development process and findings.

PHASE 2 – PROPOSED IMPROVEMENTS

Task 10 – Determination of Problem Areas: We will work with Village staff to assess the existing conditions inundation mapping and to establish the stormwater problem areas to be evaluated for potential improvements. If a comprehensive approach is desired, we will evaluate several potential criteria to be used such as maximum flooding depth or structures at risk of flooding. A series of exhibits and/or a corresponding list of problem areas will be developed.

Task 11 – Stormwater Capital Improvement Plan: We will utilize the modeling to develop improvement alternatives as needed to achieve the desired improvements for the identified problem areas. Note that each alternative will be developed to a concept level. Modeling will be utilized to verify proof of concept. As each project moves toward implementation, a more detailed analysis will be needed which may change the sizing of elements and project costs. For each alternative, a concept-level plan and cost estimate will be prepared.

Task 12 – Project Prioritization: We will work with Village staff to develop project prioritization criteria which may include project cost, number of impacted properties, depth of roadway flooding, frequency of flooding, or other factors. Once the criteria are established, we will create a prioritized list of the projects developed in Task 11.

Task 13 – SMP Summary Report: At the conclusion of the SMP process, we will prepare a summary report which documents the study. The methodology and results of all modeling analyses will be summarized and appropriate narrative, exhibits, output, and backup calculations will be included.

Task 14 – Public Presentations: We have assumed that one public input meeting will be held during the Capital Improvement Plan development that will be similar to the Resident Open House in Task 8. We will also prepare one final PowerPoint presentation based on the Summary Report and have assumed it will be presented at a Village board meeting. If additional presentations or public meetings are needed, the work effort will be adjusted or they will be handled on a time and materials basis.

FEE ESTIMATE

TASK	DESCRIPTION	FEE
PHASE 1 – EXISTING CONDITIONS		
1	Data Review	\$ 7,020
2	Flood Questionnaire and Mapping	\$ 5,320
3	Field Verification	\$ 17,500
4	GIS Database Development	\$ 11,560
5	Existing Conditions Model Development	\$ 53,200
6	Model Calibration	\$ 8,540
7	Inundation Mapping	\$ 9,560
8	Resident Open House	\$ 4,340
9	Existing Conditions Technical Memo	\$ 8,040
PHASE 2 – PROPOSED IMPROVEMENTS		
10	Determination of Problem Areas	\$ 8,560
11	Stormwater Capital Improvement Plan	\$ 41,160
12	Project Prioritization	\$ 8,840
13	SMP Summary Report	\$ 13,760
14	Public Presentations	\$ 11,560
	PHASE 1 Subtotal	\$125,080
	PHASE 2 Subtotal	\$ 83,880
	Direct Reimbursable Expenses	\$ 1,500
	TOTAL	\$210,460

We will bill you at the hourly rates specified on the attached Schedule of Charges. We will establish our contract in accordance with the attached General Terms and Conditions. These General Terms and Conditions are expressly incorporated into and are an integral part of this contract for professional services. Please note that meetings and additional services performed by CBBEL that are not included as part of this proposal will be billed on a time and materials basis and at the attached hourly rates.

Please sign and return one copy of this agreement as an indication of acceptance and notice to proceed. Please feel free to contact us anytime.

Sincerely,



Thomas T. Burke, Jr., PhD, PE
Executive Vice President

Encl. Schedule of Charges
General Terms and Conditions

THIS PROPOSAL, SCHEDULE OF CHARGES AND GENERAL TERMS AND CONDITIONS
ACCEPTED FOR THE VILLAGE OF WESTERN SPRINGS:

BY: _____
TITLE: _____
DATE: _____

CHRISTOPHER B. BURKE ENGINEERING, LTD.
STANDARD CHARGES FOR PROFESSIONAL SERVICES
EFFECTIVE JANUARY 1, 2026 THROUGH DECEMBER 31, 2026

<u>Personnel</u>	<u>Hourly Rate</u>
Engineer VI	290
Engineer V	250
Engineer IV	215
Engineer III	190
Engineer I/II	165
Survey V	250
Survey IV	235
Survey III	215
Survey II	170
Survey I	145
Engineering Technician V	230
Engineering Technician IV	205
Engineering Technician III	150
Engineering Technician I/II	135
CAD Manager	225
CAD Technician II	165
CAD Technician I	145
GIS Specialist III	190
GIS Specialist I/II	165
Landscape Architect II	215
Landscape Architect I	190
Landscape Designer III	165
Landscape Designer I/II	130
Environmental Resource Specialist V	250
Environmental Resource Specialist IV	205
Environmental Resource Specialist III	175
Environmental Resource Specialist I/II	150
Environmental Resource Technician	150
Business Operations Department	170
Project Specialist	125
Engineering Intern	95
Transportation Planner VI	290
Transportation Planner V	250
Transportation Planner IV	215
Transportation Planner III	190
Transportation Planner I/II	165
Communications V	220
Communications IV	195
Communications III	170
Communications I/II	150

Direct Costs

Outside Copies, Blueprints, Messenger, Delivery Services, Mileage Cost + 12%

These rates are in effect until December 31, 2026, at which time they will be subject to change.

CHRISTOPHER B. BURKE ENGINEERING, LTD.
GENERAL TERMS AND CONDITIONS

1. Relationship Between Engineer and Client: Christopher B. Burke Engineering, Ltd. (Engineer) shall serve as Client's professional engineer consultant in those phases of the Project to which this Agreement applies. This relationship is that of a buyer and seller of professional services and as such the Engineer is an independent contractor in the performance of this Agreement and it is understood that the parties have not entered into any joint venture or partnership with the other. The Engineer shall not be considered to be the agent of the Client. Nothing contained in this Agreement shall create a contractual relationship with a cause of action in favor of a third party against either the Client or Engineer.

Furthermore, causes of action between the parties to this Agreement pertaining to acts of failures to act shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than the date of substantial completion.

2. Responsibility of the Engineer: Engineer will strive to perform services under this Agreement in accordance with generally accepted and currently recognized engineering practices and principles, and in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation, express or implied, and no warranty or guarantee is included or intended in this Agreement, or in any report, opinion, document, or otherwise.

Notwithstanding anything to the contrary which may be contained in this Agreement or any other material incorporated herein by reference, or in any Agreement between the Client and any other party concerning the Project, the Engineer shall not have control or be in charge of and shall not be responsible for the means, methods, techniques, sequences or procedures of construction, or the safety, safety precautions or programs of the Client, the construction contractor, other contractors or subcontractors performing any of the work or providing any of the services on the Project. Nor shall the Engineer be responsible for the acts or omissions of the Client, or for the failure of the Client, any architect, engineer, consultant, contractor or subcontractor to carry out their respective responsibilities in accordance with the Project documents, this Agreement or any other agreement concerning the Project. Any provision which purports to amend this provision shall be without effect unless it contains a reference that the content of this condition is expressly amended for the purposes described in such amendment and is signed by the Engineer.

3. Changes: Client reserves the right by written change order or amendment to make changes in requirements, amount of work, or engineering time schedule adjustments, and Engineer and Client shall negotiate appropriate adjustments acceptable to both parties to accommodate any changes, if commercially possible.
4. Suspension of Services: Client may, at any time, by written order to Engineer (Suspension of Services Order) require Engineer to stop all, or any part, of the services required by this Agreement. Upon receipt of such an order, Engineer shall immediately comply with its terms and take all reasonable steps to minimize the costs associated with the services affected by such order. Client, however, shall pay all costs incurred by the suspension, including all costs necessary to maintain continuity and for the resumptions

of the services upon expiration of the Suspension of Services Order. Engineer will not be obligated to provide the same personnel employed prior to suspension, when the services are resumed, in the event that the period of suspension is greater than thirty (30) days.

5. Termination: This Agreement may be terminated by either party upon thirty (30) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. This Agreement may be terminated by Client, under the same terms, whenever Client shall determine that termination is in its best interests. Cost of termination, including salaries, overhead and fee, incurred by Engineer either before or after the termination date shall be reimbursed by Client.
6. Documents Delivered to Client: Drawings, specifications, reports, and any other Project Documents prepared by Engineer in connection with any or all of the services furnished hereunder shall be delivered to the Client for the use of the Client. Engineer shall have the right to retain originals of all Project Documents and drawings for its files. Furthermore, it is understood and agreed that the Project Documents such as, but not limited to reports, calculations, drawings, and specifications prepared for the Project, whether in hard copy or machine readable form, are instruments of professional service intended for one-time use in the construction of this Project. These Project Documents are and shall remain the property of the Engineer. The Client may retain copies, including copies stored on magnetic tape or disk, for information and reference in connection with the occupancy and use of the Project.

When and if record drawings are to be provided by the Engineer, Client understands that information used in the preparation of record drawings is provided by others and Engineer is not responsible for accuracy, completeness, nor sufficiency of such information. Client also understands that the level of detail illustrated by record drawings will generally be the same as the level of detail illustrated by the design drawing used for project construction. If additional detail is requested by the Client to be included on the record drawings, then the Client understands and agrees that the Engineer will be due additional compensation for additional services.

It is also understood and agreed that because of the possibility that information and data delivered in machine readable form may be altered, whether inadvertently or otherwise, the Engineer reserves the right to retain the original tapes/disks and to remove from copies provided to the Client all identification reflecting the involvement of the Engineer in their preparation. The Engineer also reserves the right to retain hard copy originals of all Project Documentation delivered to the Client in machine readable form, which originals shall be referred to and shall govern in the event of any inconsistency between the two.

The Client understands that the automated conversion of information and data from the system and format used by the Engineer to an alternate system or format cannot be accomplished without the introduction of inexactitudes, anomalies, and errors. In the event Project Documentation provided to the Client in machine readable form is so converted, the Client agrees to assume all risks associated therewith and, to the fullest

extent permitted by law, to hold harmless and indemnify the Engineer from and against all claims, liabilities, losses, damages, and costs, including but not limited to attorney's fees, arising therefrom or in connection therewith.

The Client recognizes that changes or modifications to the Engineer's instruments of professional service introduced by anyone other than the Engineer may result in adverse consequences which the Engineer can neither predict nor control. Therefore, and in consideration of the Engineer's agreement to deliver its instruments of professional service in machine readable form, the Client agrees, to the fullest extent permitted by law, to hold harmless and indemnify the Engineer from and against all claims, liabilities, losses, damages, and costs, including but not limited to attorney's fees, arising out of or in any way connected with the modification, misinterpretation, misuse, or reuse by others of the machine readable information and data provided by the Engineer under this Agreement. The foregoing indemnification applies, without limitation, to any use of the Project Documentation on other projects, for additions to this Project, or for completion of this Project by others, excepting only such use as may be authorized, in writing, by the Engineer.

7. Reuse of Documents: All Project Documents including but not limited to reports, opinions of probable costs, drawings and specifications furnished by Engineer pursuant to this Agreement are intended for use on the Project only. They cannot be used by Client or others on extensions of the Project or any other project. Any reuse, without specific written verification or adaptation by Engineer, shall be at Client's sole risk, and Client shall indemnify and hold harmless Engineer from all claims, damages, losses, and expenses including attorney's fees arising out of or resulting therefrom.

The Engineer shall have the right to include representations of the design of the Project, including photographs of the exterior and interior, among the Engineer's promotional and professional materials. The Engineer's materials shall not include the Client's confidential and proprietary information if the Client has previously advised the Engineer in writing of the specific information considered by the Client to be confidential and proprietary.

8. Standard of Practice: The Engineer will strive to conduct services under this agreement in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions as of the date of this Agreement.
9. Compliance With Laws: The Engineer will strive to exercise usual and customary professional care in his/her efforts to comply with those laws, codes, ordinance and regulations which are in effect as of the date of this Agreement.

With specific respect to prescribed requirements of the Americans with Disabilities Act of 1990 or certified state or local accessibility regulations (ADA), Client understands ADA is a civil rights legislation and that interpretation of ADA is a legal issue and not a design issue and, accordingly, retention of legal counsel (by Client) for purposes of interpretation is advisable. As such and with respect to ADA, Client agrees to waive any action against Engineer, and to indemnify and defend Engineer against any claim arising from Engineer's alleged failure to meet ADA requirements prescribed.

Further to the law and code compliance, the Client understands that the Engineer will strive to provide designs in accordance with the prevailing Standards of Practice as previously set forth, but that the Engineer does not warrant that any reviewing agency having jurisdiction will not for its own purposes comment, request changes and/or additions to such designs. In the event such design requests are made by a reviewing agency, but which do not exist in the form of a written regulation, ordinance or other similar document as published by the reviewing agency, then such design changes (at substantial variance from the intended design developed by the Engineer), if effected and incorporated into the project documents by the Engineer, shall be considered as Supplementary Task(s) to the Engineer's Scope of Service and compensated for accordingly.

10. Indemnification: Engineer shall indemnify and hold harmless Client up to the amount of this contract fee (for services) from loss or expense, including reasonable attorney's fees for claims for personal injury (including death) or property damage to the extent caused by the sole negligent act, error or omission of Engineer.

Client shall indemnify and hold harmless Engineer under this Agreement, from loss or expense, including reasonable attorney's fees, for claims for personal injuries (including death) or property damage arising out of the sole negligent act, error omission of Client.

In the event of joint or concurrent negligence of Engineer and Client, each shall bear that portion of the loss or expense that its share of the joint or concurrent negligence bears to the total negligence (including that of third parties), which caused the personal injury or property damage.

Engineer shall not be liable for special, incidental or consequential damages, including, but not limited to loss of profits, revenue, use of capital, claims of customers, cost of purchased or replacement power, or for any other loss of any nature, whether based on contract, tort, negligence, strict liability or otherwise, by reasons of the services rendered under this Agreement.

11. Opinions of Probable Cost: Since Engineer has no control over the cost of labor, materials or equipment, or over the Contractor(s) method of determining process, or over competitive bidding or market conditions, his/her opinions of probable Project Construction Cost provided for herein are to be made on the basis of his/her experience and qualifications and represent his/her judgement as a design professional familiar with the construction industry, but Engineer cannot and does not guarantee that proposal, bids or the Construction Cost will not vary from opinions of probable construction cost prepared by him/her. If prior to the Bidding or Negotiating Phase, Client wishes greater accuracy as to the Construction Cost, the Client shall employ an independent cost estimator Consultant for the purpose of obtaining a second construction cost opinion independent from Engineer.
12. Governing Law & Dispute Resolutions: This Agreement shall be governed by and construed in accordance with Articles previously set forth by (Item 9 of) this Agreement, together with the laws of the **State of Illinois**.

Any claim, dispute or other matter in question arising out of or related to this Agreement, which can not be mutually resolved by the parties of this Agreement, shall be subject to mediation as a condition precedent to arbitration (if arbitration is agreed upon by the parties of this Agreement) or the institution of legal or equitable proceedings by either party. If such matter relates to or is the subject of a lien arising out of the Engineer's services, the Engineer may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by arbitration.

The Client and Engineer shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. Requests for mediation shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. The request may be made concurrently with the filing of a demand for arbitration but, in such event, mediation shall proceed in advance of arbitration or legal or equitable proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.

The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

13. Successors and Assigns: The terms of this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns: provided, however, that neither party shall assign this Agreement in whole or in part without the prior written approval of the other.
14. Waiver of Contract Breach: The waiver of one party of any breach of this Agreement or the failure of one party to enforce at any time, or for any period of time, any of the provisions hereof, shall be limited to the particular instance, shall not operate or be deemed to waive any future breaches of this Agreement and shall not be construed to be a waiver of any provision, except for the particular instance.
15. Entire Understanding of Agreement: This Agreement represents and incorporates the entire understanding of the parties hereto, and each party acknowledges that there are no warranties, representations, covenants or understandings of any kind, matter or description whatsoever, made by either party to the other except as expressly set forth herein. Client and the Engineer hereby agree that any purchase orders, invoices, confirmations, acknowledgments or other similar documents executed or delivered with respect to the subject matter hereof that conflict with the terms of the Agreement shall be null, void and without effect to the extent they conflict with the terms of this Agreement.
16. Amendment: This Agreement shall not be subject to amendment unless another instrument is duly executed by duly authorized representatives of each of the parties and entitled "Amendment of Agreement".

17. Severability of Invalid Provisions: If any provision of the Agreement shall be held to contravene or to be invalid under the laws of any particular state, county or jurisdiction where used, such contravention shall not invalidate the entire Agreement, but it shall be construed as if not containing the particular provisions held to be invalid in the particular state, country or jurisdiction and the rights or obligations of the parties hereto shall be construed and enforced accordingly.
18. Force Majeure: Neither Client nor Engineer shall be liable for any fault or delay caused by any contingency beyond their control including but not limited to acts of God, wars, strikes, walkouts, fires, natural calamities, or demands or requirements of governmental agencies.
19. Subcontracts: Engineer may subcontract portions of the work, but each subcontractor must be approved by Client in writing.
20. Access and Permits: Client shall arrange for Engineer to enter upon public and private property and obtain all necessary approvals and permits required from all governmental authorities having jurisdiction over the Project. Client shall pay costs (including Engineer's employee salaries, overhead and fee) incident to any effort by Engineer toward assisting Client in such access, permits or approvals, if Engineer perform such services.
21. Designation of Authorized Representative: Each party (to this Agreement) shall designate one or more persons to act with authority in its behalf in respect to appropriate aspects of the Project. The persons designated shall review and respond promptly to all communications received from the other party.
22. Notices: Any notice or designation required to be given to either party hereto shall be in writing, and unless receipt of such notice is expressly required by the terms hereof shall be deemed to be effectively served when deposited in the mail with sufficient first class postage affixed, and addressed to the party to whom such notice is directed at such party's place of business or such other address as either party shall hereafter furnish to the other party by written notice as herein provided.
23. Limit of Liability: The Client and the Engineer have discussed the risks, rewards, and benefits of the project and the Engineer's total fee for services. In recognition of the relative risks and benefits of the Project to both the Client and the Engineer, the risks have been allocated such that the Client agrees that to the fullest extent permitted by law, the Engineer's total aggregate liability to the Client for any and all injuries, claims, costs, losses, expenses, damages of any nature whatsoever or claim expenses arising out of this Agreement from any cause or causes, including attorney's fees and costs, and expert witness fees and costs, shall not exceed the total Engineer's fee for professional engineering services rendered on this project as made part of this Agreement. Such causes included but are not limited to the Engineer's negligence, errors, omissions, strict liability or breach of contract. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

24. Client's Responsibilities: The Client agrees to provide full information regarding requirements for and about the Project, including a program which shall set forth the Client's objectives, schedule, constraints, criteria, special equipment, systems and site requirements.

The Client agrees to furnish and pay for all legal, accounting and insurance counseling services as may be necessary at any time for the Project, including auditing services which the Client may require to verify the Contractor's Application for Payment or to ascertain how or for what purpose the Contractor has used the money paid by or on behalf of the Client.

The Client agrees to require the Contractor, to the fullest extent permitted by law, to indemnify, hold harmless, and defend the Engineer, its consultants, and the employees and agents of any of them from and against any and all claims, suits, demands, liabilities, losses, damages, and costs ("Losses"), including but not limited to costs of defense, arising in whole or in part out of the negligence of the Contractor, its subcontractors, the officers, employees, agents, and subcontractors of any of them, or anyone for whose acts any of them may be liable, regardless of whether or not such Losses are caused in part by a party indemnified hereunder. Specifically excluded from the foregoing are Losses arising out of the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs, or specifications, and the giving of or failure to give directions by the Engineer, its consultants, and the agents and employees of any of them, provided such giving or failure to give is the primary cause of Loss. The Client also agrees to require the Contractor to provide to the Engineer the required certificate of insurance.

The Client further agrees to require the Contractor to name the Engineer, its agents and consultants as additional insureds on the Contractor's policy or policies of comprehensive or commercial general liability insurance. Such insurance shall include products and completed operations and contractual liability coverages, shall be primary and noncontributing with any insurance maintained by the Engineer or its agents and consultants, and shall provide that the Engineer be given thirty days, unqualified written notice prior to any cancellation thereof.

In the event the foregoing requirements, or any of them, are not established by the Client and met by the Contractor, the Client agrees to indemnify and hold harmless the Engineer, its employees, agents, and consultants from and against any and all Losses which would have been indemnified and insured against by the Contractor, but were not.

When Contract Documents prepared under the Scope of Services of this contract require insurance(s) to be provided, obtained and/or otherwise maintained by the Contractor, the Client agrees to be wholly responsible for setting forth any and all such insurance requirements. Furthermore, any document provided for Client review by the Engineer under this Contract related to such insurance(s) shall be considered as sample insurance requirements and not the recommendation of the Engineer. Client agrees to have their own risk management department review any and all insurance requirements for adequacy and to determine specific types of insurance(s) required for the project. Client further agrees that decisions concerning types and amounts of insurance are

specific to the project and shall be the product of the Client. As such, any and all insurance requirements made part of Contract Documents prepared by the Engineer are not to be considered the Engineer's recommendation, and the Client shall make the final decision regarding insurance requirements.

25. Information Provided by Others: The Engineer shall indicate to the Client the information needed for rendering of the services of this Agreement. The Client shall provide to the Engineer such information as is available to the Client and the Client's consultants and contractors, and the Engineer shall be entitled to rely upon the accuracy and completeness thereof. The Client recognizes that it is impossible for the Engineer to assure the accuracy, completeness and sufficiency of such information, either because it is impossible to verify, or because of errors or omissions which may have occurred in assembling the information the Client is providing. Accordingly, the Client agrees, to the fullest extent permitted by law, to indemnify and hold the Engineer and the Engineer's subconsultants harmless from any claim, liability or cost (including reasonable attorneys' fees and cost of defense) for injury or loss arising or allegedly arising from errors, omissions or inaccuracies in documents or other information provided by the Client to the Engineer.
26. Payment: Client shall be invoiced once each month for work performed during the preceding period. Client agrees to pay each invoice within thirty (30) days of its receipt. The client further agrees to pay interest on all amounts invoiced and not paid or objected to for valid cause within said thirty (30) day period at the rate of eighteen (18) percent per annum (or the maximum interest rate permitted under applicable law, whichever is the lesser) until paid. Client further agrees to pay Engineer's cost of collection of all amounts due and unpaid after sixty (60) days, including court costs and reasonable attorney's fees, as well as costs attributed to suspension of services accordingly and as follows:
- Collection Costs. In the event legal action is necessary to enforce the payment provisions of this Agreement, the Engineer shall be entitled to collect from the Client any judgement or settlement sums due, reasonable attorneys' fees, court costs and expenses incurred by the Engineer in connection therewith and, in addition, the reasonable value of the Engineer's time and expenses spent in connection with such collection action, computed at the Engineer's prevailing fee schedule and expense policies.
- Suspension of Services. If the Client fails to make payments when due or otherwise is in breach of this Agreement, the Engineer may suspend performance of services upon five (5) calendar days' notice to the Client. The Engineer shall have no liability whatsoever to the Client for any costs or damages as a result of such suspension caused by any breach of this Agreement by the Client. Client will reimburse Engineer for all associated costs as previously set forth in (Item 4 of) this Agreement.
27. When construction observation tasks are part of the service to be performed by the Engineer under this Agreement, the Client will include the following clause in the construction contract documents and Client agrees not to modify or delete it:

Kotecki Waiver. Contractor (and any subcontractor into whose subcontract this clause is incorporated) agrees to assume the entire liability for all personal injury claims suffered by its own employees, including without limitation claims under the **Illinois** Structural Work Act, asserted by persons allegedly injured on the Project; waives any limitation of liability defense based upon the Worker's Compensation Act, court interpretations of said Act or otherwise; and to the fullest extent permitted by law, agrees to indemnify and hold harmless and defend Owner and Engineer and their agents, employees and consultants (the "Indemnitees") from and against all such loss, expense, damage or injury, including reasonable attorneys' fees, that the Indemnitees may sustain as a result of such claims, except to the extent that **Illinois** law prohibits indemnity for the Indemnitees' own negligence. The Owner and Engineer are designated and recognized as explicit third party beneficiaries of the Kotecki Waiver within the general contract and all subcontracts entered into in furtherance of the general contract.

28. Job Site Safety/Supervision & Construction Observation: The Engineer shall neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences of procedures, or for safety precautions and programs in connection with the Work since they are solely the Contractor's rights and responsibilities. The Client agrees that the Contractor shall supervise and direct the work efficiently with his/her best skill and attention; and that the Contractor shall be solely responsible for the means, methods, techniques, sequences and procedures of construction and safety at the job site. The Client agrees and warrants that this intent shall be carried out in the Client's contract with the Contractor. The Client further agrees that the Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work; and that the Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to all employees on the subject site and all other persons who may be affected thereby. The Engineer shall have no authority to stop the work of the Contractor or the work of any subcontractor on the project.

When construction observation services are included in the Scope of Services, the Engineer shall visit the site at intervals appropriate to the stage of the Contractor's operation, or as otherwise agreed to by the Client and the Engineer to: 1) become generally familiar with and to keep the Client informed about the progress and quality of the Work; 2) to strive to bring to the Client's attention defects and deficiencies in the Work and; 3) to determine in general if the Work is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Engineer shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. If the Client desires more extensive project observation, the Client shall request that such services be provided by the Engineer as Additional and Supplemental Construction Observation Services in accordance with the terms of this Agreement.

The Engineer shall not be responsible for any acts or omissions of the Contractor, subcontractor, any entity performing any portions of the Work, or any agents or employees of any of them. The Engineer does not guarantee the performance of the

Contractor and shall not be responsible for the Contractor's failure to perform its Work in accordance with the Contract Documents or any applicable laws, codes, rules or regulations.

When municipal review services are included in the Scope of Services, the Engineer (acting on behalf of the municipality), when acting in good faith in the discharge of its duties, shall not thereby render itself liable personally and is, to the maximum extent permitted by law, relieved from all liability for any damage that may accrue to persons or property by reason of any act or omission in the discharge of its duties. Any suit brought against the Engineer which involve the acts or omissions performed by it in the enforcement of any provisions of the Client's rules, regulation and/or ordinance shall be defended by the Client until final termination of the proceedings. The Engineer shall be entitled to all defenses and municipal immunities that are, or would be, available to the Client.

29. Insurance and Indemnification: The Engineer and the Client understand and agree that the Client will contractually require the Contractor to defend and indemnify the Engineer and/or any subconsultants from any claims arising from the Work. The Engineer and the Client further understand and agree that the Client will contractually require the Contractor to procure commercial general liability insurance naming the Engineer as an additional named insured with respect to the work. The Contractor shall provide to the Client certificates of insurance evidencing that the contractually required insurance coverage has been procured. However, the Contractor's failure to provide the Client with the requisite certificates of insurance shall not constitute a waiver of this provision by the Engineer.

The Client and Engineer waive all rights against each other and against the Contractor and consultants, agents and employees of each of them for damages to the extent covered by property insurance during construction. The Client and Engineer each shall require similar waivers from the Contractor, consultants, agents and persons or entities awarded separate contracts administered under the Client's own forces.

30. Hazardous Materials/Pollutants: Unless otherwise provided by this Agreement, the Engineer and Engineer's consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials/pollutants in any form at the Project site, including but not limited to mold/mildew, asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic/hazardous/pollutant type substances.

Furthermore, Client understands that the presence of mold/mildew and the like are results of prolonged or repeated exposure to moisture and the lack of corrective action. Client also understands that corrective action is a operation, maintenance and repair activity for which the Engineer is not responsible.

June 13, 2005

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DRAFT 8.10.2026
RESOLUTION NO. 26-XXXX

VOTE: _____
AYES: _____
NAYS: _____
ABSENT: _____
ABSTAIN: _____
DATE: August 10, 2026
OTHER: None.

A RESOLUTION AUTHORIZING THE EXECUTION
OF A VENDOR AGREEMENT TO BE ENTERED INTO
BETWEEN THE VILLAGE OF WESTERN SPRINGS
AND DALY FIRE PROTECTION OF ALSIP, ILLINOIS
FOR THE REPAIR OF THE FIRE SPRINKLER SYSTEM
AT VARIOUS VILLAGE FACILITIES AND
AUTHORIZING THE EXPENDITURE OF VILLAGE
FUNDS TO PAY FOR THE PROJECT IN AN AMOUNT
NOT TO EXCEED \$20,000.00.

WHEREAS, the President and Board of Trustees of the Village of Western Springs (“Village Board”) desires to hire a firm to perform repairs to the Fire Sprinkler Systems at various Village facilities by using Village Capital funds to pay for the completion of the work (the “Project”); and

WHEREAS, the Village issued an invitation to bid on and received bids until June 25 at 10:00 AM Central Time and received no bids; and

WHEREAS, the Village subsequently solicited quotes directly from three firms; and

WHEREAS, Daly Fire Protection of Alsip, Illinois (the “Contractor”), submitted the lowest-cost, responsive quote, to complete the Project, with a total not-to-exceed amount of \$14,790; and

WHEREAS, Village staff recommend approving a not-to-exceed amount of \$20,000, including the proposal price and a contingency amount for potential incidentals; and

WHEREAS, at an open public meeting held on July 29, 2026, the Village’s Properties and Rec Committee (“Committee”) reviewed and discussed the Project and received input from the Village staff, and provided an opportunity for input from the public, and then the Committee favorably recommended that the Village Board approve the and authorize the entry of an agreement (the “Contract”) with the Contractor for the completion of the Project (a copy of the Contract is attached hereto as **Exhibit “A”** and incorporated herein); and

WHEREAS, at an open public meeting held on August 10, 2026, the President and Board of Trustees of the Village reviewed and discussed the Project, the Contract, and the Committee’s recommendation, received input from the Village staff, and provided an opportunity for input from the public. At its August 10, 2026, Regular meeting, the Village Board accepted the Committee’s recommendation to award the Project to the Contractor and authorize and approve the Contract; and

WHEREAS, the President and Board of Trustees of the Village of Western Springs are authorized, under the intergovernmental cooperation powers set forth at Article VII (Local Government), Section 7 (Counties And Municipalities Other Than Home Rule Units) and Section 10 (Intergovernmental Cooperation) of the State of Illinois Constitution of 1970, as well as the Illinois Intergovernmental Cooperation Act (5 ILCS 220/), and the applicable provisions of the Illinois Municipal Code (65 ILCS 5/8-1-7), to approve and enter into the attached Contract, and find that it is protective of the health, welfare

and safety of and in the best interests of the Village, its residents, property owners, businesses and the public to approve and enter into the attached Contract.

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

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

Section 2: Approval of Contract and Other Related Documents. The President and Board of Trustees of the Village of Western Springs approve and authorize the execution of a contract (the "Contract"), substantially in the form attached hereto as **Exhibit "A"**, and made a part hereof, which may contain certain non-substantive and non-financial changes that are approved by the Village Attorney, for the purpose of accepting the lowest cost, qualified, responsive quote submitted by Daly Fire Protection, to hire the Contractor to complete the Project. In addition, the Village Board authorizes and directs the Village President and Clerk, or their designees, to execute the final version of the Contract, and such other related documents as may be necessary to fulfill the Village's obligations under the Contract.

Section 3: Approval of Related Expenses. The President and Board of Trustees of the Village of Western Springs also authorize and direct the Village President, the Village Clerk, the Village Manager and the Village Attorney, or their designees, to execute and deliver all other instruments and documents and pay all Village Board-authorized costs that are necessary to fulfill the Village's obligations under the Contract, and authorize the Village Manager to approve change orders within the authorized amount.

Section 4: Delivery of Signed Documents. After approval and execution of this Resolution and the Contract by the Village President and Village Clerk, or their designees, the Village Clerk's Office shall arrange for the delivery of a certified copy of this Resolution and executed versions of the attached Contract to the Clerk's office and to the Contractor.

Section 5. Effective Date. This Resolution shall be in full force and effect from and after its passage and approval in the manner provided by law.

PASSED by the Board of Trustees of the Village of Western Springs, Cook County, Illinois, at a Regular Meeting thereof, held on the 10th day of August, 2026, and approved by me as Village President, and attested by the Village Clerk, on the same day.

Heidi Rudolph, Village President

ATTEST:

Edward Tymick, Village Clerk

Exhibit "A"

**Vendor Contract Including Quote to be Entered Between
the Village of Western Springs and Daly Fire Protection of Alsip, Illinois
for the Fire Sprinkler System Repairs
(attached)**

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

CLERK'S CERTIFICATE

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

RESOLUTION NO. 26-_____

RESOLUTION AUTHORIZING THE EXECUTION OF A VENDOR AGREEMENT TO BE ENTERED INTO BETWEEN THE VILLAGE OF WESTERN SPRINGS AND DALY FIRE PROTECTION OF ALSIP, ILLINOIS FOR THE REPAIR OF THE FIRE SPRINKLER SYSTEM AT VARIOUS VILLAGE FACILITIES AND AUTHORIZING THE EXPENDITURE OF VILLAGE FUNDS TO PAY FOR THE PROJECT IN AN AMOUNT NOT TO EXCEED \$20,000.00.

which was passed by a roll call vote of the Board of Trustees of the Village of Western Springs at a Regular Meeting held on the 10th day of August, 2026, at which meeting a quorum was present, and approved by the Village President of the Village of Western Springs on the 10th day of August, 2026.

I further certify that the vote on the question of the passage of the said Resolution by the Board of Trustees of the Village of Western Springs was taken by the Ayes and Nays and recorded in the Journal of Proceedings of the Board of Trustees of the Village of Western Springs, and that the result of said vote was as follows, to-wit:

AYES: _____

NAYS: _____

ABSENT: _____

I do further certify that the original Resolution, of which the attached is a true copy, is entrusted to my care for safekeeping, and that I am the lawful keeper of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Village of Western Springs, this ___ day of August, 2026.

Edward Tymick, Village Clerk

SEAL

Proposal #748 - Village of Western Springs Deficiency repairs



Daly Fire Protection

12620 S. Holiday Dr. Unit C Alsip IL 60803

P: 312-619-3790

License #: FSC0937

Proposal Date: 08-06-2026

Prepared By

Tom Barattia

tom@dalyfirepro.com

708-935-9889

Prepared For

Western Springs Village Hall

740 Hillgrove Ave, Western Springs, IL, 60558

Diana Puga

dpuga@wsprings.com

708-246-1800 ext 204

Summary

Dear Valued Customer,

We position ourselves as team players, sharing with you a vision of continuous improvement and growth. Our commitment to your complete satisfaction extends from our family owned and operated values. We know we must earn your business every day by providing exceptional service. We look forward to an exciting future of mutual development and success!

Daly Fire Protection shall provide testing and inspection services on the systems and equipment specified herein (the "Work"), **SUBJECT TO THE DALY FIRE PROTECTION GENERAL TERMS AND CONDITIONS**" (see attached).

Daly Fire Protection shall inspect and test all listed systems at frequency and period of performance as indicated, reporting to you all needed items of maintenance, repairs and replacements, which in the judgment of Daly Fire Protection may be necessary.

Inspection and testing shall be performed on the system(s) referenced below and includes a report to be submitted promptly to the Purchaser identified on the cover page and indicated in the execution block below ("Purchaser") outlining all items needing maintenance, repairs and/or replacements, which, in the judgment of Daly Fire Protection, may be necessary.

Daly Fire protection shall inspect and test the fire suppression and/or alarm systems in accordance with the applicable NFPA requirements and per the frequency schedule listed herein, and Daly Fire Protection shall have no greater responsibility than to perform per said NFPA requirements. (Frequency determined by Purchaser's desire if they deviate from NFPA). All work to be performed in accordance with the terms and conditions of this Agreement. The inspections and tests shall be performed by qualified inspectors meeting any and all requirements of the applicable Authority Having Jurisdiction ("AHJ").

Working Conditions:

This proposal and, if executed, Agreement is/are based on the work being performed from an unobstructed concrete floor during normal working hours (Monday – Friday, excluding holidays, between 7:00 AM and 3:30 PM).

A representative of Purchaser shall provide Daly Fire Protection with access to all alarm codes and each sprinkler room and any other locations as may be required, to put the equipment listed above ("Equipment") on test for the duration of the work and services described herein ("Work"). Upon completion of the Work, all Equipment shall be taken off test mode and put back in service. In the event the Equipment has malfunctioned after Daly Fire Protection has left the premises, any repairs shall be performed by Daly Fire Protection upon request by Purchaser and shall be paid on a time and material basis plus markup for overhead and profit at DALY FIRE PROTECTION's standard rates ("T&M").

DALY FIRE PROTECTION is not responsible for malfunctions to Equipment during the Work. All repairs will be made on a T&M basis as described above, and are outside the scope of Work described in this Agreement.

All Work accepted and identified in the scope described herein shall be performed per applicable codes. Upon completion, DALY FIRE PROTECTION shall provide Purchaser with a report with pricing to repair any deficiencies that were observed during the inspection. This Agreement does not require, nor does the Work include a requirement, that thoroughly review or analyze the Equipment in a manner to identify all deficiencies within the Equipment; rather, DALY FIRE PROTECTION is only required to perform the Work as expressly required by applicable code unless the Work description expressly includes additional responsibilities

Period of Performance:

The Work described in this Agreement shall begin at 12:01AM on the signed proposal date and shall be automatically renewed and shall continue for a period of **5 Years**, as accepted below, from this signed proposal date until the same shall be terminated by either party provided written notice of termination is given within 30 days prior to the expiration of this Agreement or each subsequent anniversary date thereof. Purchaser shall pay to DALY FIRE PROTECTION after the first inspection has been made, and annually thereafter in the same month as the first payment made in the first year. Said inspection(s) and test service excludes repairs, maintenance, material and/or equipment.

PAYMENT:

Progress billings issued

All Invoices will be due FIFTEEN (15) days of invoice date. Delinquent accounts are subject to a 2 1/2% interest charge on remaining balance per month. If services of an attorney, collection agency, or a third party are needed to secure payment under this legally binding contract, the customer shall be liable for these expenses. The seller is under no obligation to the buyer other than expressed within.

If you have any questions or concerns, please don't hesitate to contact us. We look forward to working together!

Scope Of Work

Daly Fire Protection proposes to complete the following described scope of work (the "Work"):

See below

Description	Total
Perform the following at Village Hall 740 Hillgrove: 5 year FDC, check valve and internal pipe inspection, Spare sprinkler heads replenished and list, Head testing for (4) Quick response and (4) Dry pendant heads, Replace pressure gauge	\$1,950.00
Perform the following at North Fire Station: 5 year FDC, check valve and internal pipe inspection, Spare sprinkler heads replenished and list, Replace pressure gauge	\$1,250.00
Perform the following at Water Plant: 5 year FDC, check valve and internal pipe inspection, Spare sprinkler heads replenished and list, Replace pressure gauge	\$1,250.00
Perform the following at Historic Water Plant: Provide and fill out new Hydraulic Placard, 5 year standpipe air test, Spare sprinkler heads replenished and list, Replace pressure gauge,	\$620.00
Perform the following at Public Works: Survey sprinkler system, perform flow test to provide hydraulic calculations for Hydraulic Placard 5 year FDC, check valve and internal pipe inspection, Head testing for (4) Quick response heads Replace pressure gauge	\$3,375.00
Perform the following at Train Station: Replace pressure gauge	\$25.00
Perform the following at Grand Avenue Community Center: Survey sprinkler system, perform flow test to provide hydraulic calculations for Hydraulic Placard, 5 year FDC, check valve and internal pipe inspection, Head testing for (4) Quick response and (4) Dry pendant heads Replace pressure gauge, Spare sprinkler heads replenished and list, 3yr dry valve full trip and leak test	\$3,820.00
Perform the following at Recreation Center: 5 year FDC, check valve and internal pipe inspection, Spare sprinkler heads replenished and list, Replace pressure gauge	\$1,250.00
Perform the following at South Fire Station: Provide and fill out new Hydraulic Placard, 5 year FDC, check valve and internal pipe inspection, Spare sprinkler heads replenished and list, Replace pressure gauge	\$1,250.00
Total Amount	\$14,790.00

Exclusions

1. All Testing & Inspections required in NFPA. Only listed services noted above.
2. Drain Down Fees.
3. Fire Watch.
4. Preventative Maintenance, Deficiency Repairs, or Modifications to any system equipment.
5. Fuel Testing & Fuel Refills.
6. Disposal of antifreeze, foam, or any other fluids needed during inspections.
7. Internal Inspections of Equipment.
8. Performance and Payment Bonds.
9. Premium Time, Double Time, or Shift Differentials.
10. City Fees, Permit Fees.
11. Warranty.
12. Internal Inspection of Backflow.
13. Fire Department Connection Hydrostatic Test.
14. Fire Hose Valve / Flow Test.

Approval

I approve this proposal and agree to the terms and conditions.

Name

PO (if required)

Signature

Date

Terms And Conditions

This Agreement is entered into by and between the Purchaser and Daly Fire Protection ("DALY FIRE PROTECTION"), and Purchaser and DALY FIRE PROTECTION state and agree upon the following:

1. Purchaser shall cooperate with DALY FIRE PROTECTION to promptly schedule the Work. If Purchaser fails to cooperate with or respond to efforts by DALY FIRE PROTECTION to schedule and perform the Work, DALY FIRE PROTECTION shall have the right to charge Purchaser for all administrative and delay related costs incurred by DALY FIRE PROTECTION, which costs shall be identified by DALY FIRE PROTECTION and invoiced to Purchaser. Purchaser shall provide reasonable means of access to the Work Areas and/or Equipment and allow DALY FIRE PROTECTION to start and stop the Equipment as necessary to perform the Work.
2. Work is being performed as required by the Purchaser, and it is specifically understood that DALY FIRE PROTECTION has not or may not have had a previous opportunity to inspect the totality of the system, Equipment, or maintenance records, and the Work will be performed without having the benefit of such information. DALY FIRE PROTECTION shall not be liable for damages or costs sustained due to unknown or concealed conditions.
3. All Work shall be done during normal working hours and days. Should Purchaser require the Work, or any portion thereof be performed outside of normal working hours or days, DALY FIRE PROTECTION shall be paid for the additional cost of that premium time, including an appropriate inefficiency factor, plus overhead and profit.
4. DALY FIRE PROTECTION shall maintain its work area in a clean and orderly condition and dispose of its debris at an onsite location designated by Purchaser.
5. If necessary to perform the whole or any portion of the Work, Purchaser agrees to provide (at its own risk and to accept full responsibility for providing) at least one (1) per to assist DALY FIRE PROTECTION employees for the duration of any Work under this Agreement. If assistance is required and Customer cannot provide it, or the scheduled Work is cancelled by Purchaser with less than 24 hours written notice, DALY FIRE PROTECTION has the right to charge a \$500.00 per occurrence rescheduling fee.
6. Purchaser shall furnish, at its own cost, the following: a) sufficient heat to protect the system from freezing; b) adequate light and electric service to facilitate the Work including the operation of power tools; c) drinking water and sanitary facilities for on-site personal; d) construction water for testing; e) access, ingress, egress and parking; and f) secured on site material storage areas.
7. Exclusions: SYSTEM DRAWINGS – Purchaser shall have life safety drawings available (if applicable) on site to assist DALY FIRE PROTECTION in identifying Equipment components so that they may be properly located (Purchaser is responsible for identifying Equipment locations); WATER SUPPLY – DALY FIRE PROTECTION shall not be liable or responsible for the adequacy or condition of the water supply. DALY FIRE PROTECTION cannot control and is not responsible for either (a) the chemical or biological properties of the water supply to the sprinkler system/Equipment, or (b) any impact on the condition of the piping contained in the actual or proposed sprinkler system resulting from or otherwise attributable to chemical or biological properties, including, but not limited to, microbiologically influenced corrosion ("MIC"); EXISTING CONDITIONS – DALY FIRE PROTECTION shall not be liable for the following conditions: staining of concrete or landscape damage due to sprinkler system external drainage, and deficiencies discovered in underground mains (e.g. missing thrust blocks, deteriorated connections, etc.) found during testing.
8. Except to the extent expressly stated to the contrary in this Agreement, DALY FIRE PROTECTION shall submit monthly progress billings on or about the first day of each month for one hundred percent (100%) of all work performed and material stored on or off site, less any prior billings. Upon substantial completion of the Work covered by this Agreement, DALY FIRE PROTECTION shall submit a final billing for the full amount of this Agreement, less the prior progress billings. All billings shall be payable by the Purchaser on or before the last day of the month in which they are submitted, or twenty (20) days after the date of the billing, whichever is later. Purchaser agrees to pay DALY FIRE PROTECTION a service charge of one and one-half percent (1-1/2%) per month on all past due balances. Further, if DALY FIRE PROTECTION initiates any legal action to enforce the terms of this Agreement, DALY FIRE PROTECTION shall also be entitled to an award of reasonable attorney's fees, expenses and costs associated with such legal action. In case of failure or refusal on the part of the Purchaser to make the payments when due under this Agreement, DALY FIRE PROTECTION may, at its sole option, demand full payment for Work performed, cease performing the Work, and/or terminate this Agreement.
9. If Purchaser shall direct any change in Work or work hours, or if there are changes in Work due to newly enacted codes or standards enforced by any Authority Having Jurisdiction (AHJ), or if there are delays in the performance of the Work, Purchaser agrees to pay DALY FIRE PROTECTION the additional costs resulting from such change(s), plus overhead and profit and, if applicable, provide an equitable time extension to complete the Work. No changes in the terms hereof shall be binding on DALY FIRE PROTECTION unless approved in writing by an executive officer of DALY FIRE PROTECTION.
10. All notices by either party to the other shall be in writing and served by mail, in a securely sealed envelope, postage prepaid, directed to the other party at its office address identified herein. Notices to Purchaser shall be sent to Purchaser's address identified in the Agreement. Notices to DALY FIRE PROTECTION shall be sent to the following:

Daly Fire Protection
Attn.: Dan Daly
12620 Holiday Drive. Unit C
Alsip, IL 60803

11. DALY FIRE PROTECTION shall not be liable for any damages for delays.

12. Purchaser acknowledges and agrees that DALY FIRE PROTECTION has made no representations or warranties, express or implied, as to any matter whatsoever, including without limitation, the adequacy, performance, or condition of existing systems or Equipment, its merchantability or its fitness for any particular purpose; nor has Purchaser relied on any representations or warranties, express or implied. Purchaser further acknowledges and agrees that: (a) DALY FIRE PROTECTION is not an insurer, (b) Purchaser assumes all risk of loss or damage to Purchaser's premises or to the contents thereof, and (c) Purchaser has read and understands all of this Agreement, particularly the paragraphs setting forth limitations of liability and indemnification provisions in the event of any loss or damage to the Purchaser or anyone else. IT IS SPECIFICALLY UNDERSTOOD BY THE PARTIES TO THIS AGREEMENT THAT DALY FIRE PROTECTION DISCLAIMS THE IMPLIED WARRANTY OF MERCHANTABILITY AND ANY IMPLIED WARRANTIES OF FITNESS FOR ANY PARTICULAR PURPOSE. DALY FIRE PROTECTION AND PURCHASER FURTHER UNDERSTAND AND AGREE THAT DALY FIRE PROTECTION MAKES NO WARRANTIES, EXPRESS OR IMPLIED, OTHER THAN THOSE EXPRESSED IN WRITING BY DALY FIRE PROTECTION AND THAT NO REPRESENTATIVE OF DALY FIRE PROTECTION HAS ANY AUTHORITY TO MAKE ANY ADDITIONAL EXPRESS WARRANTIES OR OTHERWISE VARY THE TERMS OF THIS AGREEMENT.

13. If the premises on which the Work is to be performed is owned by anyone other than Purchaser, Purchaser warrants to DALY FIRE PROTECTION that permission of the owner(s) has been obtained to do the Work. Purchaser shall indemnify, defend and hold DALY FIRE PROTECTION harmless against all claims and actions arising out of any failure to obtain such permission. Purchaser warrants that the structure of the premises is sufficient to support the proposed Work, if applicable. Purchaser agrees to indemnify, defend and hold DALY FIRE PROTECTION harmless from and against all action, claims, damages, expenses, fees, judgments, or liabilities, arising from any structural failure of the premises. Purchaser shall inform DALY FIRE PROTECTION of any safety or health hazards inherent to the premises, its contents, and its operations, and shall pay DALY FIRE PROTECTION the additional costs resulting from the precautions necessitated by these safety or health hazards, plus overhead and profit. Purchaser shall be responsible for and maintain ownership of all hazardous materials on the site when the Work is performed, whether such materials were preexisting or required for the performance of the Work. The disposal of all such hazardous materials is the responsibility of Purchaser.

14. Purchaser further shall not assign this Agreement without the prior written consent of DALY FIRE PROTECTION, any such assignment constituting an Early Termination. For purposes of this Agreement, an assignment shall be deemed to include a merger, consolidation or reorganization of Purchaser, transfer of Purchaser's business and assets which includes the occupation of said building(s), and/or the sale or transfer of more than forty percent (40%) of the equity ownership interest in Purchaser. DALY FIRE PROTECTION may subcontract any portion or the whole of the Work to a third party.

15. In the event that either party believes that the other has failed to meet its non-monetary performance obligations under this Agreement, such party will notify the other in writing. The accused party shall have sixty (60) days from the receipt of the written notice to make any necessary corrections. If the matter is not corrected within such sixty (60) day period, the party that gave the notice shall have the right to terminate the Agreement without further notice and the Early Termination fee will be waived if DALY FIRE PROTECTION is the breaching party. In such event, Purchaser agrees to pay for all Work performed by DALY FIRE PROTECTION through the termination date.

16. This Agreement may be terminated by DALY FIRE PROTECTION without prior notice, at the option of DALY FIRE PROTECTION, (i) if the rendering of the Work is no longer possible for any rea beyond the control of DALY FIRE PROTECTION; (ii) in the event the system and/or Equipment becomes so substantially deteriorated, damaged or disabled, in the opinion of DALY FIRE PROTECTION, that further Work is no longer practicable; or (iii) if unforeseen circumstances, including acts or omissions by Purchaser, delay the Work in a manner that results in increased costs to DALY FIRE PROTECTION, unless Purchaser agrees to pay all such additional costs. If Purchaser's system and/or Equipment is damaged, DALY FIRE PROTECTION may choose to (a) suspend its obligations under this Agreement until such system and/or Equipment is repaired, or (b) terminate this Agreement. If DALY FIRE PROTECTION elects to suspend its obligations, it will first notify the Purchaser of the suspension and then the AHJ. If DALY FIRE PROTECTION terminates this Agreement under this provision, Purchaser will remit payment to DALY FIRE PROTECTION for all Work performed, including overhead and profit thereon.

17. DALY FIRE PROTECTION shall not have any obligation to any per or firm, including Purchaser, for negligence in the performance of its obligations under this Agreement, or for damage to any per, firm or property due to fire or due to partial or complete failure of the life safety system, Work or Equipment to function. DALY FIRE PROTECTION shall in no way be held liable on any claims for damages based on warranty, express or implied, by operation of law, tort, equity or otherwise, arising out of the performance of its obligations under this Agreement relative to the condition of the life safety system, Work and/or Equipment or the operation thereof. DALY FIRE PROTECTION shall in no way be held liable for any damages arising out of the reliance by Purchaser on any statements, verbal or written, by any employee or agent of DALY FIRE PROTECTION in connection with the performance of its obligations under this Agreement. DALY FIRE PROTECTION's liability on any claim for loss arising out of or connected with this Agreement shall be limited to the value of the work performed under this

Agreement (i.e., the amount paid to DALY FIRE PROTECTION). IN NO EVENT SHALL DALY FIRE PROTECTION BE LIABLE FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, INCIDENTAL OR ANY OTHER DAMAGES OF ANY CHARACTER, INCLUDING, BUT NOT LIMITED TO, THE LOSS OF USE OF PURCHASER'S PROPERTY, LOST PROFITS OR LOST PRODUCTION, WHETHER CLAIMED BY PURCHASER OR BY ANY THIRD PARTY, IRRESPECTIVE OF WHETHER CLAIMS OR ACTIONS FOR SUCH DAMAGES ARE BASED UPON CONTRACT, WARRANTY, NEGLIGENCE, TORT, STRICT LIABILITY OR OTHERWISE. IN THE EVENT ANY PER, NOT A PARTY TO THIS AGREEMENT, SHALL MAKE ANY CLAIM OR FILE ANY LAWSUIT AGAINST DALY FIRE PROTECTION OR ITS ASSIGNEES OR SUBCONTRACTORS FOR ANY REA RELATING TO DALY FIRE PROTECTION'S PERFORMANCE, DUTIES AND/OR OBLIGATIONS PURSUANT TO THIS AGREEMENT, PURCHASER AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS DALY FIRE PROTECTION FROM AND AGAINST ANY AND ALL CLAIMS, LAWSUITS AND EXPENSES (INCLUDING WITHOUT LIMITATION REAABLE ATTORNEYS' FEES AND COSTS), WHETHER SUCH CLAIMS OR LAWSUITS ARE BASED UPON ALLEGED RECKLESSNESS, ACTIVE OR PASSIVE NEGLIGENCE, WARRANTY, EXPRESS OR IMPLIED, THIS AGREEMENT, ANY WARRANTY, CONTRIBUTION OR INDEMNIFICATION, OR STRICT OR PRODUCT LIABILITY, ON THE PART OF DALY FIRE PROTECTION, ITS AGENTS, SERVANTS, ASSIGNS OR EMPLOYEES, BUT NOT IF DALY FIRE PROTECTION IS THE SOLE CAUSE (WHETHER NEGLIGENCE OR OTHER BASIS OF CLAIM) RESULTING IN THE CLAIM, LAWSUIT OR EXPENSE.

18. This Agreement shall be governed by the laws of the State where the inspection testing or other work under this Agreement is performed, and the parties agree to the exclusive jurisdiction of the state or federal courts of such State in any and all proceedings between them.

19. This Agreement supersedes and replaces all previous oral and written agreements between the parties regarding the Work. When this Agreement is accepted and signed by Purchaser and DALY FIRE PROTECTION, a binding Agreement will exist between the parties.

Supplemental Terms and Conditions:

Depending upon services rendered, the following supplemental terms and conditions will apply.

Inspection & Testing Services:

20. DALY FIRE PROTECTION shall inspect and test the Equipment at the frequency specified in the agreement labeled Annual Inspection Scope, and/or perform any other authorized and agreed upon work or services as expressly stated in writing. DALY FIRE PROTECTION shall inspect and test the Equipment in accordance with applicable NFPA requirements, and DALY FIRE PROTECTION shall have no greater responsibility than to perform per the frequency expressly stated in this Agreement. The inspections and tests shall be performed by qualified inspectors meeting the requirements of the applicable Authority Having Jurisdiction ("AHJ"). All Work to be performed in accordance with the terms and conditions of this Agreement.

21. Unless specifically stated, in writing, to the contrary, this Agreement is limited to inspection and testing services only, and does not include installation, maintenance, alterations, repairs, or replacements. Such installation, maintenance, alterations, repairs, and replacements shall only be made by DALY FIRE PROTECTION upon Purchaser's separate written or verbal order or as specified in this Agreement, and shall be paid for by Purchaser on the basis of cost plus overhead and profit (i.e. time and material plus markup) or, if expressly agreed upon in writing, on a lump sum basis. If Purchaser requests DALY FIRE PROTECTION to perform any installation, maintenance, alterations, repairs, or replacements, whether at the time of inspection or any other time, and a separate agreement is not entered into between Purchaser and DALY FIRE PROTECTION, the terms of this Agreement shall apply, including the General Terms and Conditions contained above and those applicable to Repair, Modification, or Installation Services as set forth below.

22. DALY FIRE PROTECTION will furnish electronic reports (or, if not possible, written reports) after each test and inspection to Purchaser and the Purchaser, if it so elects or is required, will submit the insurance copy to their particular underwriter. Reports and recommendations of DALY FIRE PROTECTION are only intended to assist Purchaser in reducing the possibility of loss to property by indicating defects or impairments noted to the system and Equipment inspected. Reports are not intended to imply or warrant that the system is without any defects, hazards, or deficiencies. DALY FIRE PROTECTION shall not be liable to any party whatsoever by rea of any report or recommendation, as it is only advisory in nature and final responsibility for the condition and operation of the life safety system and Equipment remains exclusively with the Purchaser.

23. Purchaser shall promptly notify DALY FIRE PROTECTION of any malfunctions in the Equipment identified in this Agreement which come to Purchaser's attention. This Agreement assumes that any existing Equipment is in operational and maintainable condition as of the Agreement Date.

24. Inspection and testing services are provided without warranty. Purchaser acknowledges and agrees that DALY FIRE PROTECTION has made no representations or warranties, express or implied, as to any matter whatsoever, including without limitation, the adequacy, performance, or condition of the inspected Equipment or the general life safety systems. Purchaser acknowledges that it is still ultimately responsible for the condition and maintenance of all systems, and as such, for identifying and managing manufacturer recalls (if necessary).

25. In the event that this Agreement is terminated for any rea ("Early Termination"), Purchaser will pay, as liquidated damages and not as

penalty, an amount equal to one half (1/2) of the charges not yet paid by Purchaser for the remainder of the duration of this Agreement.

26. Exclusions: ENGINEERING REVIEW – The Work is not an engineering evaluation of the fire protection systems and life safety systems and Equipment, and the recommendations and observations that are made by DALY FIRE PROTECTION to Purchaser during the inspection and testing are not to be considered an engineering review.

Repair, Modification, or Installation Services:

27. All such Work shall be done in a first class and workmanlike manner using new materials, unless specified elsewhere, conforming to industry standards for their intended use.

28. DALY FIRE PROTECTION warrants the Work, except for any testing and/or inspection work, covered by this Agreement to be free from defects in materials and workmanship for a period of one (1) year from the date of substantial completion. THIS LIMITED WARRANTY IS EXPRESSLY IN LIEU OF ANY OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. However, if any party other than DALY FIRE PROTECTION maintains and/or inspects said warranted Work, the warranty will be void.

29. Removal and reinstallation of any Equipment or materials repaired or replaced under a manufacturer's warranty will be at Purchaser's expense and at the rates then in effect.

30. The following indemnity provision will apply only to repair, modification, or installation services performed by DALY FIRE PROTECTION: DALY FIRE PROTECTION shall indemnify, defend and save harmless Purchaser from and against all third party raised claims and actions to the extent arising out of personal injury (including death) or property damage (excluding the Work itself) caused by the sole negligence of DALY FIRE PROTECTION in the performance of the Work specified in this Agreement. If such injuries or damages are caused by the legal negligence of DALY FIRE PROTECTION and the joint or concurrent conduct of any other party, including the Purchaser, DALY FIRE PROTECTION shall so indemnify and save harmless the Purchaser in proportion to its legal negligence.

July 29, 2026

Village of Western Springs

Attn: **Diana Puga**

Phone: 708.246.1800 x204

Email: dpuga@wsprings.com

Nova #: 3-13216-S

Re: Perform 5 Year Internals, FDC Hydro Test & Gauge Replacement

Address: Various Locations / Various Deficiencies

Nova Fire Protection, Inc. hereby provides a quote for **\$0** for the following Sprinkler work, which includes material and labor in accordance with the specifications listed below:

Village Hall – 740 Hillgrove Avenue - Scope of Work: \$5,365.00

- Call and take system(s) out of service.
- Perform 5 Year Internal Inspection on (1) Sprinkler System(s) as per NFPA 25 – 14.2 / 14.4.
- Perform 5 Year Internals on FDC Check Valve(s) as per NFPA 25 – 13.4.2.1.
- Perform 5 Year Hydrostatic Test on FDC Piping as per NFPA 25 – 13.8.5.
- Remove and replace (4) Quick Response Sprinkler Heads and send them to Dyne Labs for testing.
- Remove and replace (4) Dry Barrel Sprinkler Heads and send them to Dyne Labs for testing.
- Replace Gauge.
- Put system(s) back in service.
- **Dyne Labs Head Testing Fee is \$80 per Quick Response Head & \$120 per Dry Barrel Sprinkler Head.**
- **Once Dyne Labs Testing is completed, the customer is emailed a report.**

North Fire Station – 4353 Wolf Road - Scope of Work: \$3,120.00

- Call and take system(s) out of service.
- Perform 5 Year Internal Inspection on (1) Sprinkler System(s) as per NFPA 25 – 14.2 / 14.4.
- Perform 5 Year Internals on FDC Check Valve(s) as per NFPA 25 – 13.4.2.1.
- Perform 5 Year Hydrostatic Test on FDC Piping as per NFPA 25 – 13.8.5.
- Replace Gauge.
- Put system(s) back in service.

Water Plant – 614 Hillgrove Avenue - Scope of Work: \$3,120.00

- Call and take system(s) out of service.
- Perform 5 Year Internal Inspection on (1) Sprinkler System(s) as per NFPA 25 – 14.2 / 14.4.
- Perform 5 Year Internals on FDC Check Valve(s) as per NFPA 25 – 13.4.2.1.
- Perform 5 Year Hydrostatic Test on FDC Piping as per NFPA 25 – 13.8.5.
- Replace Gauge.
- Put system(s) back in service.

Historic Water Tower – 914 Hillgrove Avenue - Scope of Work: \$1,650.00

- Call and take system(s) out of service.
- Perform 5 Year Air Test on Dry Standpipe as per NFPA 25 – 6.3.2.1.
- Replace Gauge.
- Put system(s) back in service.

Public Works – 1440 Hillgrove Avenue - Scope of Work: \$4,220.00

- Call and take system(s) out of service.
- Perform 5 Year Internal Inspection on (1) Sprinkler System(s) as per NFPA 25 – 14.2 / 14.4.
- Perform 5 Year Internals on FDC Check Valve(s) as per NFPA 25 – 13.4.2.1.
- Perform 5 Year Hydrostatic Test on FDC Piping as per NFPA 25 – 13.8.5.
- Remove and replace (4) Quick Response Sprinkler Heads and send for testing.
- Replace Gauge.
- Put system(s) back in service.
- **Dyne Labs Head Testing Fee is \$80 per Quick Response Head & \$120 per Dry Barrel Sprinkler Head.**
- **Once Dyne Labs Testing is completed, the customer is emailed a report.**

Train Station – 914 Burlington Avenue - Scope of Work: \$50.00

- Call and take system(s) out of service.
- Replace Gauge.
- Put system(s) back in service.

Grand Avenue Community Center – 4211 Grand Avenue - Scope of Work: \$12,040.00

- Call and take system(s) out of service.
- Perform 5 Year Internal Inspection on (1) Sprinkler System(s) as per NFPA 25 – 14.2 / 14.4.
- Perform 5 Year Internals on FDC Check Valve(s) as per NFPA 25 – 13.4.2.1.
- Perform 5 Year Hydrostatic Test on FDC Piping as per NFPA 25 – 13.8.5.
- Perform 3 Year Full Trip of Dry System as per NFPA 25.
- Perform 3 Year Air Leakage Test on Dry System as per NFPA 25.
- Remove and replace (4) Quick Response Sprinkler Heads and send them to Dyne Labs for testing.
- Remove and replace (4) Dry Barrel Sprinkler Heads and send them to Dyne Labs for testing.
- Replace Gauge.
- Put system(s) back in service.
- **Dyne Labs Head Testing Fee is \$80 per Quick Response Head & \$120 per Dry Barrel Sprinkler Head.**
- **Once Dyne Labs Testing is completed, the customer is emailed a report.**

Recreation Center – 1500 Walker Street - Scope of Work: \$3,120.00

- Call and take system(s) out of service.
- Perform 5 Year Internal Inspection on (1) Sprinkler System(s) as per NFPA 25 – 14.2 / 14.4.
- Perform 5 Year Internals on FDC Check Valve(s) as per NFPA 25 – 13.4.2.1.
- Perform 5 Year Hydrostatic Test on FDC Piping as per NFPA 25 – 13.8.5.
- Replace Gauge.
- Put system(s) back in service.

South Fire Station – 5501 Grand Avenue - Scope of Work: \$2,320.00

- Call and take system(s) out of service.
- Perform 5 Year Internal Inspection on (1) Sprinkler System(s) as per NFPA 25 – 14.2 / 14.4.
- Perform 5 Year Internals on FDC Check Valve(s) as per NFPA 25 – 13.4.2.1.
- Perform 5 Year Hydrostatic Test on FDC Piping as per NFPA 25 – 13.8.5.
- Replace Gauge.
- Put system(s) back in service.

EXCLUSIONS: Lift equipment; Shop drawings or hydraulic calculations of existing system; Permit or municipal fees if applicable; Clear unobstructed work area; Cutting, patching of existing walls, floors or ceilings; New pipe hangers including rod, rings and attachments; Insulation, painting or labeling of the piping; Disposal of removed pipe and fittings; Modification, revisions or repairs to existing system including branch lines, mains and sprinkler heads other than noted on our scope of work.



P 847 | 885-1605 F 847 | 885-1607
1530 WILEY ROAD SCHAUMBURG, IL 60173
WWW.NOVAFP.COM

CLARIFICATION: Under this proposal, Nova Fire Protection, Inc. assumes no responsibility for cleaning, repairs or replacements of backflow prevention devices, check valves and/or any other system components resulting from foreign matter or debris entering the overhead piping from the underground water supply mains. Also, Nova Fire Protection assumes no responsibility for damages to vehicles if they are parked at or near the work areas. All work to be completed in a workmanlike manner according to standard NFPA practice. Any alteration or deviation from the specifications below involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate.

TERMS OF PAYMENT: Net ten (10) days from the date of our invoice. Credit card information required to schedule our Tech. Payment by check or credit card is accepted. (Credit card payments may be subject to a 3% surcharge) *Declined and Delinquent accounts are subject to an interest charge of 2% per month commencing the 21st day after completion of the work.*

LEGAL: The prices, specifications, and conditions are satisfactory and are hereby accepted. You agree that you are authorized to sign this agreement and intend to form a legally binding contract. Payment will be made as outlined. You agree to pay all actual attorneys' fees, and all costs and expenses of any nature whatsoever incurred by Nova Fire Protection, Inc. in enforcing this agreement or in asserting its rights in any action to which Nova Fire Protection, Inc. becomes a party because of the acts or omissions of you. This proposal and its contents are the intellectual property of Nova Fire Protection Inc. This proposal may not be duplicated in any way without proper authorization from and compensation paid. The proposal may be purchased for the purpose of bidding for the job. Duplication of any part of this proposal constitutes acceptance of the terms outlined herein. The client shall be responsible for all legal fees incurred by Nova Fire Protection Inc. in the collection of monies due to the loss of revenue stemming from the unlawful use of any part of this proposal.

Nova Fire Protection remains committed to exceeding your expectations with our service. Thank you for your consideration and please contact me with any questions or comments.

Signature _____ Date _____

Printed Name _____ Title _____

Thank you,

Scott E. Massoglia
Service & Inspection Manager
Scottmassoglia@novafp.com

Nova Fire Protection, Inc.
State of Illinois License No. FSC0069
1530 N. Wiley Road, Schaumburg, IL. 60173
Direct: 847.230.8077 Cell: [847.942.1184](tel:847.942.1184)
Office: 847.885.1605 x277 Fax: 847.885.1607
www.NovaFP.com

PLEASE COMPLETE BILLING VERIFICATION ON PAGE 4



P 847 | 885-1605 F 847 | 885-1607
1530 WILEY ROAD SCHAUMBURG, IL 60173
WWW.NOVAFP.COM

Billing Information:

Contact Name & Title: _____

Company Name: _____

Street Address: _____

City, State, Zip: _____

Phone Number: _____

Email Address: _____

Project Manager / Site Contact if Different from Billing Contact:

Contact Name & Title: _____

Company Name: _____

Phone Number: _____

Email Address: _____

Proposal #7813 - Western Springs Village Hall Def

**CENTRAL STATES AUTOMATIC
SPRINKLERS, INC**

13740 S. California Ave. Blue Island IL 60406

P: (708) 489-9400**License #: FSC0009****Proposal Date: 04-28-2026****Prepared By****Brian Karner****bkarner@csasinc.com****708-790-2004****Prepared For****Western Springs Village Hall****740 Hillgrove Ave Western Springs IL 60558-1409****William Tomczyk****wtomczyk@wsprings.com****708-522-7120**

Scope Of Work

Perform necessary repairs for Deficiencies noted during your April 3rd N.F.P.A 25 Fire Sprinkler Inspection. Work to be performed M-F 6 AM - 3 PM. Please contact us with any questions.

Description	Quantity	Unit Price	Total
Survey sprinkler system, perform flow test and perform hydraulic calculations. Using this information provide a Hydraulic Placard.	1.0	\$2,850.00	\$2,850.00
Perform 5-year hydrostatic pressure test or 5-year internal inspection for FDC piping less than 10 feet in length.	1.0	\$570.00	\$570.00
Perform 5th year Internal Pipe Obstruction Investigation	1.0	\$670.00	\$670.00
Take inventory of sprinkler heads required in spare sprinkler cabinet. Use this information to generate a sprinkler list for the spare sprinkler cabinet.	1.0	\$550.00	\$550.00
Remove and replace (4)-25 year old Quick Response Sprinklers. Send Sprinklers to UL to be tested for proper operation. Formal reports with results to follow.	1.0	\$1,000.00	\$1,000.00
Remove and replace four (4)-10 year old Dry Sprinklers. Send the removed sprinklers to UL to be tested for proper operation. Provide report of test results.	1.0	\$1,800.00	\$1,800.00
Perform 5th year internal Check Valve Inspection	1.0	\$440.00	\$440.00
Replace outdated Pressure Gauge	1.0	\$90.00	\$90.00
Total Amount			\$7,970.00

Exclusions

Overtime Labor is not included.

This proposal does not cover any repairs that may arise during this work.

If all items are not selected, work may be performed utilizing Time and Material Rates.

Proposal #7821 - Western Springs North Fire Station Def



CENTRAL STATES AUTOMATIC SPRINKLERS, INC

13740 S. California Ave. Blue Island IL 60406

P: (708) 489-9400

License #: FSC0009

Proposal Date: 04-28-2026

Prepared By

Brian Karner

bkarner@csasinc.com

708-790-2004

Prepared For

Western Springs North Fire Station

4353 Wolf Rd Western Springs IL 60558-1416

William Tomczyk

wtomczyk@wsprings.com

708-522-7120

Scope Of Work

Perform necessary repairs for Deficiencies noted during your April 3rd N.F.P.A 25 Fire Sprinkler Inspection. Work to be performed M-F 6 AM - 3 PM. Please contact us with any questions.

Description	Quantity	Unit Price	Total
Perform 5-year hydrostatic pressure test or 5-year internal inspection for FDC piping less than 10 feet in length.	1.0	\$570.00	\$570.00
Perform 5th year Internal Pipe Obstruction Investigation	1.0	\$670.00	\$670.00
Take inventory of sprinkler heads required in spare sprinkler cabinet. Use this information to generate a sprinkler list for the spare sprinkler cabinet.	1.0	\$550.00	\$550.00
Perform 5th year internal Check Valve Inspection	1.0	\$440.00	\$440.00
Replace outdated Pressure Gauge	1.0	\$90.00	\$90.00
Rental of an Aerial Scissors Lift	1.0	\$875.00	\$875.00
Total Amount			\$3,195.00

Exclusions

Overtime Labor is not included.

This proposal does not cover any repairs that may arise during this work.

If all items are not selected, work may be performed utilizing Time and Material Rates.

TERMS AND CONDITIONS

CSAS and Subscriber acknowledge and agree as follows:

1. Full and final responsibility for the condition and operation of the System lies with the Subscriber.
2. This Authorization is for Service Repair, Inspection or Testing only.
3. CSAS may enter Subscriber's premises at all reasonable times to perform the requested Service Repair, Inspection or Testing.
4. CSAS has no knowledge to determine whether the existing fire protection system(s) was originally designed and installed in such a way

Proposal #7819 - Western Springs Water Plant Def



**CENTRAL STATES AUTOMATIC
SPRINKLERS, INC**

13740 S. California Ave. Blue Island IL 60406

P: (708) 489-9400

License #: FSC0009

Proposal Date: 04-28-2026

Prepared By

Brian Karner

bkarner@csasinc.com

708-790-2004

Prepared For

Western Springs Water Plant

614 Hillgrove Ave Western Springs IL 60558

William Tomczyk

wtomczyk@wsprings.com

708-522-7120

Scope Of Work

Perform necessary repairs for Deficiencies noted during your April 3rd N.F.P.A 25 Fire Sprinkler Inspection. Work to be performed M-F 6 AM - 3 PM. Please contact us with any questions.

Description	Quantity	Unit Price	Total
Perform 5-year hydrostatic pressure test or 5-year internal inspection for FDC piping less than 10 feet in length.	1.0	\$570.00	\$570.00
Perform 5th year Internal Pipe Obstruction Investigation	1.0	\$670.00	\$670.00
Take inventory of sprinkler heads required in spare sprinkler cabinet. Use this information to generate a sprinkler list for the spare sprinkler cabinet.	1.0	\$550.00	\$550.00
Perform 5th year internal Check Valve Inspection	1.0	\$440.00	\$440.00
Replace outdated Pressure Gauge	1.0	\$90.00	\$90.00
Total Amount			\$2,320.00

Exclusions

Overtime Labor is not included.

This proposal does not cover any repairs that may arise during this work.

If all items are not selected, work may be performed utilizing Time and Material Rates.

TERMS AND CONDITIONS

CSAS and Subscriber acknowledge and agree as follows:

1. Full and final responsibility for the condition and operation of the System lies with the Subscriber.
2. This Authorization is for Service Repair, Inspection or Testing only.
3. CSAS may enter Subscriber's premises at all reasonable times to perform the requested Service Repair, Inspection or Testing.
4. CSAS has no knowledge to determine whether the existing fire protection system(s) was originally designed and installed in such a way that the System will perform as originally intended or is suitable for its intended purpose given the way in which the property has been or will

Proposal #7823 - Western Springs Historic Tower Def

**CENTRAL STATES AUTOMATIC
SPRINKLERS, INC**

13740 S. California Ave. Blue Island IL 60406

P: (708) 489-9400**License #: FSC0009****Proposal Date: 04-28-2026****Prepared By****Brian Karner****bkarner@csasinc.com****708-790-2004****Prepared For****Western Springs Historic Tower****914 Hillgrove Ave Western Springs IL 60558****William Tomczyk****wtomczyk@wsprings.com****708-522-7120**

Scope Of Work

Perform necessary repairs for Deficiencies noted during your April 6th N.F.P.A 25 Fire Sprinkler Inspection. Work to be performed M-F 6 AM - 3 PM. Please contact us with any questions.

While on-site, we will measure antifreeze piping and provide a proposal based upon volume of antifreeze required.

Description	Quantity	Unit Price	Total
Perform 5th year standpipe air test.	1.0	\$425.00	\$425.00
Survey sprinkler system, perform flow test and perform hydraulic calculations. Using this information provide a Hydraulic Placard.	1.0	\$2,850.00	\$2,850.00
Replace outdated Pressure Gauge	1.0	\$90.00	\$90.00
Take inventory of sprinkler heads required in spare sprinkler cabinet. Use this information to generate a sprinkler list for the spare sprinkler cabinet.	1.0	\$550.00	\$550.00
Total Amount			\$3,915.00

Exclusions

Overtime Labor is not included.

This proposal does not cover any repairs that may arise during this work.

If all items are not selected, work may be performed utilizing Time and Material Rates.

Installing new antifreeze solution.

TERMS AND CONDITIONS

CSAS and Subscriber acknowledge and agree as follows:

1. Full and final responsibility for the condition and operation of the System lies with the Subscriber.
2. This Authorization is for Service Repair, Inspection or Testing only.
3. CSAS may enter Subscriber's premises at all reasonable times to perform the requested Service Repair, Inspection or Testing.
4. CSAS has no knowledge to determine whether the existing fire protection system(s) was originally designed and installed in such a way

Proposal #7822 - Western Springs Public Works Garage Def

**CENTRAL STATES AUTOMATIC
SPRINKLERS, INC**

13740 S. California Ave. Blue Island IL 60406

P: (708) 489-9400**License #: FSC0009****Proposal Date: 04-28-2026****Prepared By****Brian Karner****bkarner@csasinc.com****708-790-2004****Prepared For****Western Springs Public Works Garage****1440 Hillgrove Ave Western Springs IL 60558****William Tomczyk****wtomczyk@wsprings.com****708-522-7120**

Scope Of Work

Perform necessary repairs for Deficiencies noted during your April 6th N.F.P.A 25 Fire Sprinkler Inspection. Work to be performed M-F 6 AM - 3 PM. Please contact us with any questions.

Description	Quantity	Unit Price	Total
Survey sprinkler system, perform flow test and perform hydraulic calculations. Using this information provide a Hydraulic Placard.	1.0	\$2,850.00	\$2,850.00
Perform 5th year internal Check Valve Inspection	1.0	\$440.00	\$440.00
Perform 5-year hydrostatic pressure test or 5-year internal inspection for FDC piping less than 10 feet in length.	1.0	\$570.00	\$570.00
Perform 5th year Internal Pipe Obstruction Investigation	1.0	\$670.00	\$670.00
Remove and replace (4)-25 year old Quick Response Sprinklers. Send Sprinklers to UL to be tested for proper operation. Formal reports with results to follow.	1.0	\$1,000.00	\$1,000.00
Rental of an Aerial Scissors Lift	1.0	\$875.00	\$875.00
Replace outdated Pressure Gauge	1.0	\$90.00	\$90.00
Total Amount			\$6,495.00

Exclusions

Overtime Labor is not included.

This proposal does not cover any repairs that may arise during this work.

If all items are not selected, work may be performed utilizing Time and Material Rates.

TERMS AND CONDITIONS

CSAS and Subscriber acknowledge and agree as follows:

1. Full and final responsibility for the condition and operation of the System lies with the Subscriber.

Proposal #7816 - Western Springs Train Station Def



CENTRAL STATES AUTOMATIC SPRINKLERS, INC

13740 S. California Ave. Blue Island IL 60406

P: (708) 489-9400

License #: FSC0009

Proposal Date: 04-28-2026

Prepared By

Brian Karner

bkarner@csasinc.com

708-790-2004

Prepared For

Western Springs Train Station

914 Burlington Ave Western Springs IL 60558-1569

William Tomczyk

wtomczyk@wsprings.com

708-522-7120

Scope Of Work

Perform necessary repairs for Deficiencies noted during your April 6th N.F.P.A 25 Fire Sprinkler Inspection. Work to be performed M-F 6 AM - 3 PM. Please contact us with any questions.

Description	Quantity	Unit Price	Total
Replace outdated Pressure Gauge - To be completed with next years annual inspection.	1.0	\$90.00	\$90.00
Total Amount			\$90.00

Exclusions

Overtime Labor is not included.

This proposal does not cover any repairs that may arise during this work.

If all items are not selected, work may be performed utilizing Time and Material Rates.

TERMS AND CONDITIONS

CSAS and Subscriber acknowledge and agree as follows:

1. Full and final responsibility for the condition and operation of the System lies with the Subscriber.
2. This Authorization is for Service Repair, Inspection or Testing only.
3. CSAS may enter Subscriber's premises at all reasonable times to perform the requested Service Repair, Inspection or Testing.
4. CSAS has no knowledge to determine whether the existing fire protection system(s) was originally designed and installed in such a way that the System will perform as originally intended or is suitable for its intended purpose given the way in which the property has been or will be used. In other words, the property has been or may be used in ways such that the configuration of partition walls, the location of any type of materials (including the presence of hazardous materials) and other conditions of the property's use are such that the fire protection system is inadequate, insufficient or unsuitable for the property.
5. While CSAS will make reasonable efforts to prevent the discharge of water into or onto areas of landscaping, decorative pavement, etc., it is the Subscriber's responsibility to provide sufficient and readily accessible means to accept the full flow of water that may be required by tests as determined by the type of inspection and accepts all liability associated therewith. Subscriber is responsible to prevent icing due to water being discharged from the system during freezing weather conditions.
6. LIMITATION OF LIABILITY: It is understood and agreed as follows:
 - 6.1 CSAS is not liable for repairing and/or replacing any existing fire protection equipment due to the necessary operation of equipment in order to perform the requested Service Repair, Inspection or Testing.
 - 6.2 CSAS is not liable for the System design and/or its ability to avert or prevent occurrences or the consequences therefrom which the

Proposal #7824 - Western Springs Grand Avenue Community Center Def

**CENTRAL STATES AUTOMATIC
SPRINKLERS, INC**

13740 S. California Ave. Blue Island IL 60406

P: (708) 489-9400**License #: FSC0009****Proposal Date: 04-28-2026****Prepared By****Brian Karner****bkarner@csasinc.com****708-790-2004****Prepared For****Western Springs Grand Avenue Community Center****4211 Grand Ave Western Springs IL 60558-1435****William Tomczyk****wtomczyk@wsprings.com****708-522-7120**

Scope Of Work

Perform necessary repairs for Deficiencies noted during your April 6th N.F.P.A 25 Fire Sprinkler Inspection. Work to be performed M-F 6 AM - 3 PM. Please contact us with any questions.

Description	Quantity	Unit Price	Total
Survey sprinkler system, perform flow test and perform hydraulic calculations. Using this information provide a Hydraulic Placard.	1.0	\$2,850.00	\$2,850.00
Perform 5-year hydrostatic pressure test or 5-year internal inspection for FDC piping less than 10 feet in length.	1.0	\$570.00	\$570.00
Perform 5th year Internal Pipe Obstruction Investigation	2.0	\$670.00	\$1,340.00
Take inventory of sprinkler heads required in spare sprinkler cabinet. Use this information to generate a sprinkler list for the spare sprinkler cabinet.	1.0	\$550.00	\$550.00
Remove and replace (4)-25 year old Quick Response Sprinklers. Send Sprinklers to UL to be tested for proper operation. Formal reports with results to follow.	1.0	\$1,000.00	\$1,000.00
Remove and replace four (4)-10 year old Dry Sprinklers. Send the removed sprinklers to UL to be tested for proper operation. Provide report of test results.	1.0	\$1,800.00	\$1,800.00
Perform 5th year internal Check Valve Inspection	1.0	\$440.00	\$440.00
Replace outdated Pressure Gauge	3.0	\$90.00	\$270.00
Perform 3rd year air leakage test	1.0	\$395.00	\$395.00
Perform 3rd year Full Flow Trip Test. This will be performed on Time and Material Rates. Price provided is only an estimate.	1.0	\$850.00	\$850.00
Total Amount			\$10,065.00

Exclusions

Proposal #7818 - Western Springs Recreation Center Def

**CENTRAL STATES AUTOMATIC
SPRINKLERS, INC**

13740 S. California Ave. Blue Island IL 60406

P: (708) 489-9400**License #: FSC0009****Proposal Date: 04-28-2026****Prepared By****Brian Karner****bkarner@csasinc.com****708-790-2004****Prepared For****Western Springs Recreation Center****1500 Walker St Western Springs IL 60558-1374****William Tomczyk****wtomczyk@wsprings.com****708-522-7120**

Scope Of Work

Perform necessary repairs for Deficiencies noted during your April 3rd N.F.P.A 25 Fire Sprinkler Inspection. Work to be performed M-F 6 AM - 3 PM. Please contact us with any questions.

Description	Quantity	Unit Price	Total
Perform 5-year hydrostatic pressure test or 5-year internal inspection for FDC piping less than 10 feet in length.	1.0	\$570.00	\$570.00
Perform 5th year Internal Pipe Obstruction Investigation	2.0	\$670.00	\$1,340.00
Take inventory of sprinkler heads required in spare sprinkler cabinet. Use this information to generate a sprinkler list for the spare sprinkler cabinet.	1.0	\$550.00	\$550.00
Perform 5th year internal Check Valve Inspection	1.0	\$440.00	\$440.00
Replace outdated Pressure Gauge	2.0	\$90.00	\$180.00
Total Amount			\$3,080.00

Exclusions

Overtime Labor is not included.

This proposal does not cover any repairs that may arise during this work.

If all items are not selected, work may be performed utilizing Time and Material Rates.

TERMS AND CONDITIONS

CSAS and Subscriber acknowledge and agree as follows:

1. Full and final responsibility for the condition and operation of the System lies with the Subscriber.
2. This Authorization is for Service Repair, Inspection or Testing only.
3. CSAS may enter Subscriber's premises at all reasonable times to perform the requested Service Repair, Inspection or Testing.
4. CSAS has no knowledge to determine whether the existing fire protection system(s) was originally designed and installed in such a way that the System will perform as originally intended or is suitable for its intended purpose given the way in which the property has been or will

Proposal #7820 - Western Springs South Fire Station Def

**CENTRAL STATES AUTOMATIC
SPRINKLERS, INC**

13740 S. California Ave. Blue Island IL 60406

P: (708) 489-9400**License #: FSC0009****Proposal Date: 04-28-2026****Prepared By****Brian Karner****bkarner@csasinc.com****708-790-2004****Prepared For****Western Springs South Fire Station****5501 Grand Ave Western Springs IL 60558****William Tomczyk****wtomczyk@wsprings.com****708-522-7120**

Scope Of Work

Perform necessary repairs for Deficiencies noted during your April 9th N.F.P.A 25 Fire Sprinkler Inspection. Work to be performed M-F 6 AM - 3 PM. Please contact us with any questions.

Description	Quantity	Unit Price	Total
Survey sprinkler system, perform flow test and perform hydraulic calculations. Using this information provide a Hydraulic Placard.	1.0	\$2,850.00	\$2,850.00
Perform 5-year hydrostatic pressure test or 5-year internal inspection for FDC piping less than 10 feet in length.	1.0	\$570.00	\$570.00
Perform 5th year Internal Pipe Obstruction Investigation	1.0	\$670.00	\$670.00
Take inventory of sprinkler heads required in spare sprinkler cabinet. Use this information to generate a sprinkler list for the spare sprinkler cabinet.	1.0	\$550.00	\$550.00
Perform 5th year internal Check Valve Inspection	1.0	\$440.00	\$440.00
Replace outdated Pressure Gauge	1.0	\$90.00	\$90.00
Rental of an Aerial Scissors Lift	1.0	\$875.00	\$875.00
Total Amount			\$6,045.00

Exclusions

Overtime Labor is not included.

This proposal does not cover any repairs that may arise during this work.

If all items are not selected, work may be performed utilizing Time and Material Rates.

TERMS AND CONDITIONS

CSAS and Subscriber acknowledge and agree as follows:

1. Full and final responsibility for the condition and operation of the System lies with the Subscriber.



AGENDA ITEM SUMMARY

BOARD OF TRUSTEES

Regular Meeting: September 14, 2026

AGENDA ITEM 9.B.

To: Board of Trustees

From: Matthew Supert, Director of Municipal Services

CC: Ellen Baer, Village Manager

RE: Proposed Right of Way Use License and Fiber Optic Cable Agreement between the Village of Western Springs and Ezee Fiber Texas, LLC (Discussion only)

Recommendation

The Properties and Recreation Committee reviewed this item at their meeting on September 9, 2026.

Summary

Staff is reviewing a master license agreement with Ezee Fiber Texas, LLC granting the company non-exclusive permission to construct, install, operate, maintain, and remove an underground fiber-optic telecommunications system within designated public rights-of-way within the Village for the purpose of providing home internet and telecommunications services to residences within the Village. This item will be brought back to the Village Board once the agreement has been finalized.

Financial Impact

N/A

Recommended Motion

None.

Strategic Plan Alignment

N/A

File Attachments

1. Western Springs Master License Agreement - EZEE FIBER - draft - 09.01.26(2162859.1)
2. Resolution approving Master License Agreement with Ezee Fiber - 09.26(2165697.1)

**MASTER RIGHT-OF-WAY USE LICENSE AGREEMENT BETWEEN THE VILLAGE OF
WESTERN SPRINGS AND EZEE FIBER TEXAS, LLC
(FIBER OPTIC NETWORK USE)**

THIS MASTER RIGHT-OF-WAY USE LICENSE AGREEMENT (hereinafter referred to as this "Agreement"), is made and entered into this ____ day of _____, 2026 pursuant to authority provided by the Illinois Constitution of 1970, Illinois State Statutes, and the Village Municipal Code, between the Village of Western Springs, an Illinois municipal corporation, with its principal office located at 740 Hillgrove Avenue, Western Springs, Illinois 60558 (hereinafter referred to as the "Village") and Ezee Fiber Texas, LLC, with its principal office located at 5959 Corporate Drive, Suite 2000, Houston, Texas 77036, (hereinafter referred to as the "LICENSEE"). The Village and the LICENSEE may be hereinafter referenced individually as "Party" or cumulatively as "Parties".

IT IS, THEREFORE, AGREED by and between the Village and the LICENSEE, in consideration of the public health, welfare and safety, and the promises and mutual covenants contained herein, as follows:

1. INTERPRETATIONS AND DEFINITIONS

- a. Interpretation:** When not inconsistent with the context, words used in the present tense include the future; words in the plural number include the singular number; and words in the singular number include the plural number. The words "shall" or "will" are always mandatory and not merely directory, and the word "may" is permissive.
- b. Definitions:** Except as provided herein, terms used within this Agreement shall have the same meaning as set forth within the Village's Right-of-Way Ordinance, as defined herein. Whenever used in this Agreement, the following terms shall have the following meanings:
 - i. Effective Date:** The date of this Agreement as set forth on the beginning of the first page of this Agreement, which date shall be used for reference purposes and all other purposes.
 - ii. Facilities:** The individual parts that together make the LICENSEE's System operational for the purposes set forth herein, including, without limitation, all cables, conduits, access manholes, pedestals, boxes, equipment, devices and other appurtenances in the Right-of-Way.
 - iii. Final Plans and Specifications:** Those certain plans and specifications for the System approved by the Village pursuant to this Agreement.
 - iv. Governmental Authorities:** The United States of America, the State of Illinois, the County of Cook and any political subdivision thereof, including, without limitation, the Village and any agency, department, commission, board, bureau or other instrumentality of any of them that has jurisdiction over the System or any property over, under, above or along which the System shall be installed.
 - v. License:** The nonexclusive, revocable license granted to the LICENSEE in this Agreement, to use certain Right-of-Way within the license area for the purposes of

constructing, installing, using, maintaining, testing, inspecting, operating, repairing and removing the System pursuant to and in accordance with this Agreement.

- vi. **License Fee:** The fees required to be paid pursuant to this Agreement in consideration for the License.
- vii. **Municipal Code:** The Municipal Code of the Village of Western Springs, Illinois.
- viii. **Permits:** All approvals, consents, permits, certificates, licenses, easements and authorizations required to be obtained from all Governmental Authorities and Persons, in connection with the Systems, including those needed to obtain access to or use of any real property.
- ix. **Person:** Any natural person, or association, firm, partnership, joint venture, corporation, limited liability company or other legally recognized entity or organization, whether for profit, not-for-profit, excluding Governmental Authorities.
- x. **Preliminary Plans and Specifications:** Those certain plans and specifications for the System submitted by the LICENSEE to the Village's **Project Manager, or his or her designee, pursuant to this Agreement.**
- xi. **Right-of-Way:** A public street, highway, road, roadway, utility easement, or other public right-of-way now or hereafter held by the Village in a proprietary or governmental/regulatory capacity.
- xii. **Right-of-Way Ordinance:** The Construction of Utility Facilities in the Rights-of-Way Ordinance contained in the Municipal Code at Section 97.055.
- xiii. **System:** The network consisting primarily of fiber optic cables to be constructed and installed by the LICENSEE pursuant to and in accordance with this Agreement, including, without limitation, all Facilities to be used by the LICENSEE for the purposes of transmitting, receiving and distributing high speed internet and other information, including, without limitation, voice, data, signals, messages, and other forms of communications and telecommunications, provided that the LICENSEE shall not be a cable operator, as such term as defined under the Cable Communications Policy Act of 1984 and the 1992 Cable Television Consumer Protection and Competition Act, as amended or as may be amended in the future.
- ix. **System Provider:** Any person providing a System and services within the Village pursuant to approval granted by the Village.

2. **GRANT AND ACCEPTANCE OF LICENSE**

- a. **Grant of License:** The Village hereby grants to the LICENSEE a non-exclusive, revocable License for the Term of this Agreement to operate its System and occupy and use only the certain Right-of-Way within the Village as detailed in the Permits and Final Plans and Specifications referenced in this Agreement for the sole purpose of constructing, installing, using, maintaining, testing, inspecting, operating, repairing and removing the LICENSEE's System. This License is limited to only the specific route and locations within the certain Right-

of-Way within the Village, as detailed in the approved Final Plans and Specifications. This Agreement does not convey any right, title or interest in the Right-of-Way or property of the Village but shall be deemed a license only to use and occupy the Right-of-Way or property of the Village for the limited purposes stated in this Agreement. Neither this Agreement nor the License shall be construed to create an assignment coupled with an interest, any vested right, or any warranty of title. The Parties hereto expressly intend and acknowledge that the LICENSEE's fiber optic cables and telecommunication lines will be personal property of the LICENSEE and not fixtures.

The rights granted to the LICENSEE herein shall always be subordinate to the Village's right to ingress into and egress out of, to use, occupy, repair, maintain, or otherwise utilize the Right-of-Way.

- b. **System Obligations:** LICENSEE's System shall be designed to provide and shall be capable of providing System Services to all persons, including but not limited to residential, commercial, industrial, and governmental customers, throughout the Village and LICENSEE shall make such Services available to all such customers throughout the term of this Agreement; provided, however, that the LICENSEE shall not be required to construct its System within any area of the Village already served by another System Provider.
- c. **Acceptance of License:** The LICENSEE hereby accepts the License and agrees to strictly comply with this Agreement.
- d. **License, Permits and Approvals:** With the exception of those rights granted herein, this Agreement shall not take the place of any license, permit or approval that is or may in the future be required to be, secured by the LICENSEE from other Governmental Authorities or Persons in order to (i) install, use, maintain, test, inspect, operate, repair or remove the System; (ii) access, possess or otherwise use any real property, including any right-of-way of any other governmental entity; or (iii) engage in, maintain, operate or carry on a business within the Village.
- e. **Nonexclusivity of Grant:** This Agreement does not grant any exclusive right, privilege, license or franchise to occupy or use the Right-of-Way or property of the Village for the provision of any services or any other purpose. Nothing contained in this Agreement shall prohibit the Village from granting other Governmental Authorities or Persons a license similar to the one granted herein to construct, install, maintain and operate a System in the Village.
- f. **License Term:** The Term of the License shall be for a period of five (5) years, beginning on the Effective Date and ending five (5) years from the Effective Date, provided that LICENSEE is in compliance with the requirements of the Village's Code and the terms and conditions herein.
- g. **License Renewal:** This Agreement shall automatically renew for two (2) successive five (5) Year terms (the "Renewal Terms") provided Licensee is in compliance with the terms and conditions of this Agreement at the time of renewal. This agreement may be terminated by either Party at the end of the Initial Term or then current Renewal Term by providing not less than ninety (90) days advance written notice of termination prior to renewal to the other Party.

3. TAXES AND FEES

- a. **Simplified Municipal Telecommunications Tax**: LICENSEE hereby represents that (1) the Illinois Commerce Commission granted the Licensee a Certificate of Exchange Service Authority to provide facilities based local telecommunications services, (2) the LICENSEE may provide telecommunications services within the Village as a Telecommunications Retailer as defined by the Telecommunications Infrastructure Maintenance Fee Act (TIFMA) (35 ILCS 635/10), in the future, and (3) upon providing telecommunications services shall be subject to Simplified Municipal Telecommunications Tax (SMTT) (35 ILCS 636/5) as imposed by the Village for the Facilities being installed pursuant to this Agreement. Should the LICENSEE provide telecommunications services within the Village, LICENSEE shall collect and pay the Village's Simplified Municipal Telecommunications Tax as required by the Municipal Code and State Law for the use of the Facilities installed pursuant to this Agreement. LICENSEE agrees to timely pay the SMTT during the term if this Agreement.

For so long as (a) the Village imposes a simplified municipal telecommunications tax (or any successor tax) in the amount of 6%, or the maximum rate otherwise allowable by applicable law, as may be amended from time to time, and (b) LICENSEE provides telecommunications services within the Village and collects and remits said SMTT, no recurring annual fees or other amounts shall be due to the Village for the use and occupancy of the Village's Right-of-Way. On no less than a quarterly basis, LICENSEE shall submit in writing confirmation of the amount of the SMTT remitted to the State of Illinois for the preceding quarter. Such remittance shall be provided to the Village's Finance Department via USPS or electronic mail, and it shall include the LICENSEE's name, the contact information for the person or department responsible on behalf of LICENSEE for answering any questions related to the remittance, period of remittance and amount remitted.

Nothing set forth in this agreement shall limit the authority of the Village to enact any tax or fee authorized by the laws of the State of Illinois or the authority of the Village granted by the Illinois Constitution.

- b. **Fees**: LICENSEE shall pay to the Village an initial fee of Ten Thousand Dollars (\$10,000) ("Initial Fee") within thirty (30) days of the execution of this Agreement.

Thereafter, (1) if the SMTT is no longer imposed by the Village, (2) the LICENSEE is not required by law to pay the SMTT, or (3) does not provide Telecommunications Services, LICENSEE shall pay an annual fee ("Annual Fee") to the Village in the amount of Ten Thousand Dollars (\$10,000) which annual fee shall be increased each year by four percent (4%) over the previous year's fee. The annual fee shall be paid to the Village no later than April 30 of each year. Payments made after April 30th shall include a late-penalty fee of ten percent (10%) or the highest rate permitted by law..

- c. **Permit Fees**: In addition to the Initial Fee, and as applicable the SMTT or the Annual Fee, the LICENSEE shall pay any applicable permit fees for each permit applied for and/or issued in accordance with the Municipal Code.

- d. **Third Party Review Fees:** The LICENSEE shall reimburse to the Village the reasonable cost of any third-party engineering or other review of its permit applications, for compliance with all applicable codes, rules and regulations of the Village and other Governmental Authorities, as applicable. Such costs shall be documented by the Village and shall be periodically provided to the LICENSEE for payment/reimbursement due within thirty (30) days of receipt.
- e. **Construction Oversight:** The LICENSEE shall reimburse to the Village the reasonable cost of any construction oversight and monitoring of LICENSEE's work within the Village. Such costs shall be documented by the Village and shall be periodically provided to the LICENSEE for payment/reimbursement due within thirty (30) days of receipt.
- f. **Installation of Service to the Village:** In addition to constructing the System within the Village, LICENSEE shall, at the request of the Village, provide an estimate regarding the cost of, or install additional conduit, handholes, and other System components or related facilities within LICENSEE's planned installation paths for the purpose of serving Village-owned or Village-operated facilities identified by the Village from time to time ("Village Facilities"). The Village Facilities shall include, but are not limited to:

[insert, if applicable]

The Village shall be responsible for reimbursing LICENSEE for the actual, reasonable, and documented incremental cost of such installations within thirty (30) days of receiving an invoice from LICENSEE, unless otherwise agreed in writing.

All conduit and handholes installed for the Village shall become the property of the Village.

- g. **Other Fees, Costs and Compensation:** The Village shall issue the LICENSEE invoices for the amount of any other fees, costs and compensation due to the Village from the LICENSEE pursuant to this Agreement or pursuant to any applicable Village codes, rules and regulations.
- h. **Default Fees and Costs:** The LICENSEE agrees to pay the Village's reasonable attorney's fees and costs of collection, including litigation costs, should the LICENSEE default on this Agreement.
- i. **General Fee Provisions:**
 - i. In the event that the LICENSEE fails to pay the SMTT or any fees in lieu of the SMTT during the term of this Agreement, the Village may in the Village's sole discretion, (1) terminate this Agreement; or (2) may require the LICENSEE to reimburse the Village for all additional costs and expenses incurred by the Village in connection with any issuance, modification, amendment, renewal or transfer of this Agreement or of the License granted pursuant to this Agreement and to pay compensation charged and paid for the use of the Right-of-Way, separate from, and additional to, all federal, State, local and Village taxes as may be levied, imposed or due from any Person or its customers or subscribers, or on account of any business, activity or services, whether or not relating to use of Right-of-Way.

- i. Each invoice provided to LICENSEE by Village shall be paid by the LICENSEE within thirty (30) days from the date of issuance of said invoice.
- iii. Any payment due from a LICENSEE that is more than thirty (30) days past due shall be deemed delinquent and shall accrue interest at the rate of 18% or the highest rate permitted under the law, whichever is less, compounded annually.
- iv. The acceptance by the Village of any payment shall not be construed as an accord by the Village that the amount of such payment is the correct amount due from the LICENSEE pursuant to this Agreement, nor shall such acceptance of any payment be construed to be a release or waiver of any claim the Village may have for further or additional sums due and payable pursuant to this Agreement.
- v. All payments due to the Village from the LICENSEE pursuant to this Agreement shall be paid without counterclaim, setoff, deduction or defense. In the event the LICENSEE does setoff or deduct any amount from any such payment or otherwise reduces the amount due based on a counterclaim or defense, the Village shall have the right to, without any liability to the LICENSEE, its customers or any third Persons, pursue all remedies available to it at law or in equity, including without limitation, revocation of the LICENSEE's License.
- vi. Payment by the LICENSEE to the Village of the fees and charges set forth in this Agreement are compensation for Village services and shall not be considered in the nature of a tax. Such payments shall be separate from, and additional to, all federal, state, local and municipal taxes, as may be due, which are separate and distinct obligations of the LICENSEE.
- vii. The Village will give LICENSEE reasonable advance notice and documentation for any costs, fees, or other compensation due to the Village pursuant to this Agreement.

4. INTERCITY CIRCUITS AND REPORTING REQUIREMENTS

- a. If the LICENSEE constructs circuits from within the Village limits of the Village extending to points beyond such Village limits and providing point-to-point nonswitched interexchange telecommunications services with no intermediate Services within the Village ("Intercity Circuits"), the LICENSEE agrees to bill its customers separately for telecommunication Services provided through Intercity Circuits.
- b. The LICENSEE shall furnish to the Village such information as may be reasonably required by the Village to effect compliance by the LICENSEE and the LICENSEE's customers with any ordinances of the Village which shall be in effect from time to time regulating, taxing or otherwise concerning the LICENSEE's operation of a System pursuant to this Agreement.
- c. The LICENSEE also specifically acknowledges its duty and obligation to comply with the ordinances of the Village, including any ordinances that require the payment or collection of another Village tax or the obtaining of any Village licenses. Breaching the provisions of this Section shall be a default under this Agreement.

5. CONSTRUCTION OF SYSTEM

a. Plans and Specifications:

- i. **Submission of Plans and Specifications:** The LICENSEE shall, within forty-five (45) days after the Effective Date, or such later date as mutually agreed to by the Parties in writing, submit to the Project Manager, for review and comment, Preliminary Plans and Specifications, and such other documentation as required by the Project Manager. The Preliminary Plans and Specifications shall be provided in Shapefile, File Geodatabase, or other Village approved format and shall include, without limitation:
 1. A map in sufficient detail indicating:
 - a. the proposed route for all fiber cable lines in each Right-of-Way where such cables are proposed to be placed underground;
 - b. all trees, structures, improvements and obstructions in such Right-of-Way and any utility facilities, structures or other improvements or obstructions that the LICENSEE proposes to temporarily or permanently remove or relocate; and
 - c. the names of owners of all properties, public or private, under, over or across that the fiber lines are proposed to be constructed and/or installed.
 2. The proposed phasing of the construction activities.
 3. A complete list of all permits required to be obtained from Governmental Authorities.
 4. A written traffic control plan delineating the proposed construction schedule and traffic impacts on the Right-of-Way. The plan shall be proposed in accordance with the Manual on Uniform Traffic Control Devices published by the United States Department of Transportation, Federal Highway Administration and the Illinois Department of Transportation (IDOT) Traffic Control Standards.
 5. Such additional information as required by the Village.
- ii. **Review by the Village/Identification of Conflicts:** The Project Manager shall review the Preliminary Plans and Specifications within twenty-five (25) days and shall submit any comments in writing to the LICENSEE. The failure of the Project Manager to provide comments within twenty-five (25) days shall not constitute approval of the Preliminary Plans and Specifications. Where conflicts with other utilities, overcrowding of particular rights-of-way, or other potential issues are identified, the LICENSEE shall be advised of same, and the LICENSEE shall propose alternative locations. The Parties shall consult or otherwise work cooperatively to identify the availability of alternatives. The Village shall have the right to refuse to approve or authorize any permit if it reasonably determines that space within a Right-of-Way is inadequate to accommodate the LICENSEE's Facilities.

- iii. **Phasing:** LICENSEE shall construct and install its network within the Village in orderly phases approved by the Village. LICENSEE shall not commence Village-wide construction or simultaneous construction in multiple areas of the Village unless expressly approved in writing by the Village's Project Manager.

Prior to commencing any construction, LICENSEE shall submit to the Village a proposed phasing plan identifying the geographic limits of each phase, the anticipated construction schedule for each phase, the nature and extent of work to be performed, proposed staging or laydown areas, anticipated traffic control measures, and the permits or approvals required for each phase. The phasing plan shall be subject to review and approval by the Village, which approval may include reasonable conditions intended to protect the public health, safety, welfare, Village infrastructure, traffic circulation, pedestrian access, emergency access, and the orderly administration of the Village's permitting and inspection processes.

LICENSEE shall apply for and obtain all required permits for each approved phase before commencing work within that phase. The Village may limit the number, scope, location, or timing of permits issued or active at any one time as reasonably necessary to allow the Village to review, permit, inspect, and administer the work in an orderly manner and to avoid unreasonable disruption to residents, businesses, public rights-of-way, Village operations, or other public improvements.

LICENSEE shall complete each phase, including restoration of affected public rights-of-way and other disturbed areas, to the Village's reasonable satisfaction before commencing work in a subsequent phase, unless the Village approves overlapping phases in writing. LICENSEE shall coordinate all work with the Village and shall adjust the phasing plan as reasonably required by the Village to account for weather, emergencies, conflicts with other public or private construction, special events, seasonal restrictions, public safety concerns, or other conditions affecting the orderly performance and administration of the work.

Nothing in this Section shall limit the Village's authority to require permits, inspections, traffic control, restoration, bonds, insurance, indemnification, or compliance with applicable laws, ordinances, standards, and permit conditions for each phase of the work.

- iv. **Submission of Final Plans and Specifications:** The LICENSEE shall, submit to the Project Manager, or his or her designee, with the Permit Application for each Phase, Final Plans and Specifications in Shapefile, File Geodatabase, or other Village approved format. The Final Plans and Specifications shall consist of final, complete and revised versions of each of the Preliminary Plans and Specifications which shall include the location of all existing utilities in the right-of-way, the horizontal and vertical depth proposed for the underground burial of all fiber optic cable and facilities and such other information as required by the Right-of-Way Ordinance. If the Project Manager, or his or her designee, is satisfied that the Final Plans and Specifications are in order and reflect all the revisions that the Project Manager, or his or her designee, requested in connection with the review of the Preliminary Plans and Specifications, then the Project Manager,

or his or her designee, shall approve the Final Plans and Specifications not later than twenty-five (25) days after receipt thereof. In the event the Final Plans and Specifications do not meet the requirements of the Project Manager, or his or her designee, he or she shall notify the LICENSEE, in writing, of the denial of the Final Plans and Specifications. The failure to approve the Final Plans and Specifications within twenty-five (25) days shall not constitute approval of such Final Plans and Specifications. No construction of any kind shall commence, and the Village shall not be required to issue any permits for any construction, unless and until the Project Manager, or his or her designee, approves the Final Plans and Specifications.

- v. **No Waiver of Code Requirements:** Under no circumstances shall the Village be obligated or required to revise, amend, modify or waive any of the codes, ordinances, rules or regulations of the Village.

b. Coordination of Construction Activities:

- i. The LICENSEE is required to and shall cooperate with the Village and other licensees.
- ii. By February 1 of each year, the LICENSEE shall provide the Village with a schedule of its proposed construction activities in, around or that may affect the Right-of-Way and ways during the subsequent one (1) year period.
- iii. The LICENSEE shall meet with the Village, other licensees and users of the Right-of-Way annually or as determined by the Village to schedule and coordinate construction in the Right-of-Way.
- iv. All construction locations, activities and schedules shall be coordinated, as ordered by the Village's Project Manager, or his or her designee, to minimize public inconvenience, disruption or damages.

- c. **Adjustments:** The LICENSEE shall adjust to depth, line, and/or grade at its sole expense all appurtenances related to its System in the street or Right-of-Way at the time the street or Right-of-Way rehabilitation, repair or reconstruction occurs.

d. Permits:

- i. **Obligation to Obtain Village Permit:** As a condition precedent to its right of access and use of the Right-of-Way, the LICENSEE shall submit a site-specific permit application for the locations within each Phase for which a permit is requested. Each permit application shall include all siting, design, construction information and documents required by the Right of Way Ordinance in sufficient detail to demonstrate to the Village that the System will be constructed in accordance with all applicable codes and ordinances and shall meet the requirements of this Agreement, provided, however, whenever the LICENSEE elects to engage in construction or maintenance of a lateral connection from its System to a customer location which was not included within the Final Plans and Specifications, such permit application and plans and specifications shall demonstrate that such lateral is consistent with the overall concept of the Final Plans and Specifications, presents no threat to the public health and safety, and meets all other

requirements of this Agreement. If the Project Manager is satisfied that the proposed construction conforms to the requirements of the Right-of- way Ordinance and this Agreement, the Project Manager shall issue a permit as soon as practicable.

- ii. **Obligation to Obtain Other Permits:** The LICENSEE shall, before commencing construction of any kind in the Village, obtain all Permits as may be necessary or required for the use of property in connection with, and for the construction of, the Telecommunication System. The LICENSEE shall submit copies of all Permits received by it, with the exception of those issued by the Village, to the Project Manager, or his or her designee, prior to the commencement of construction.
- iii. **Title; Condition of Right-of-Way:** It is understood and agreed that the Village makes no representations, warranties or assurances with respect to the following: the condition of the title or boundaries of the Right-of-Way; the condition of the underground duct or conduit, if any; the location of any utilities or facilities in the Right-of-Way; the accuracy of any documents provided by the Village to the LICENSEE; any other improvements or soils located on the Right-of-Way; or the suitability of the Right-of-Way for LICENSEE's intended use. LICENSEE assumes all risks associated with the placement, operation and maintenance of the Facilities within the Right-of-Way and suitability of the Right-of-Way for its Facilities. LICENSEE accepts the Right-of-Way in an "As Is, Where Is" condition, including any environmental conditions, and accordingly, the Village shall not be held liable for any damages or liabilities resulting from any actions that arise because of any adverse claims concerning the title, boundaries or condition of the Right-of-Way or any other utilities located within the Right-of-Way.
- iv. **Membership in JULIE/Utility Locates:** The LICENSEE shall, before commencing construction, become a member of Joint Utility Locating Information for Excavators ("JULIE") and shall at all times during the-term of this Agreement, comply with all regulations of JULIE. Licensee shall provide at Licensee's expense an experienced and competent utility locator to locate and mark the location and depth of all Village owned utilities and other utilities with the use of ground penetrating radar or other similar technology. To the extent it is necessary for Village personnel or consultants to verify or assist with utility locates, LICENSEE shall reimburse the Village the reasonable cost of such verification or assistance.
- v. **Construction in Accordance with Permits:** The LICENSEE shall construct the System in strict accordance with all permits issued and all applicable codes, rules and regulations of all Governmental Authorities, and the failure to comply with the permit documents shall constitute a material breach of this Agreement. The LICENSEE shall, as diligently as possible but in no event later than thirty (30) days after delivery of a violation notice by the Village, correct such violation. Notwithstanding the foregoing, if the violation constitutes a potential threat to the public, the LICENSEE shall correct the violation immediately following notice of the violation or threat.

e. Construction on and in Right-of-Way:

- i. Use of Right-of-Way:** The use of the Right-of-Way and all work performed thereon shall comply with the Municipal Code, including but not limited to the Right-of-Way Ordinance, and the requirements of all Governmental Authorities.
- ii. Location of Facilities:** The LICENSEE shall construct its System only in locations authorized by Village Permit and as shown upon the Final Plans and Specifications.

Notwithstanding the foregoing, the Parties acknowledge that permit applications submitted to the Village by LICENSEE may identify locations that are outside of the Village's Right-of-Way and are outside the scope of this Agreement and the Village's authority to permit work in such locations ("Non-Right-of-Way Locations"). Non-Right-of-Way Locations may include, but are not limited to, public utility easements located on private property and rights-of-way under the jurisdiction of another governmental entity. By issuing a permit in connection with a permit application that discloses the installation of LICENSEE's facilities in Non-Right-of-Way Locations, the Village specifically disclaims any and all warranties and representations related to LICENSEE's authority to enter or install facilities in such Non-Right-of-Way Locations. Further, any permit issued by the Village in connection with a permit application submitted by LICENSEE that identifies LICENSEE's installation of facilities in Non-Right-of-Way Locations shall not be considered or construed to be a Village grant of permission or authority to LICENSEE to access such Non-Right-of-Way Locations or otherwise grant LICENSEE authority to install its facilities in such Non-Right-of-Way Locations. It is LICENSEE's sole responsibility to identify and obtain permission from the owners of all Non-Right-of-Way Locations to enter such Non-Right-of-Way Locations, and the Village shall have no duty or obligation to provide said Non-Right-of-Way Location owners any information or opinions concerning LICENSEE's ability to enter upon Non-Right-of-Way Locations. LICENSEE agrees to indemnify, defend and hold the Village harmless from any and all claims related to LICENSEE's anticipated or actual entrance to Non-Right-of-Way Locations, damage to Non-Right-of-Way Locations, installation of Facilities in Non-Right-of-Way Locations, or otherwise in connection with Non-Right-of-Way Locations.

- iii. Minimal Interference:** All work performed on, in, under, across or along the Right-of-Way shall be conducted so as to minimize any interference with all existing utilities and the rights and convenience of the general public, including traffic flow, the LICENSEE shall, at all times, employ reasonable care to avoid damage or interference with existing utilities, and while performing work: (a) employ reasonable care to protect the health and safety of the public, and (b) operate in accordance with the traffic control plan as approved by the Project Manager, or his or her designee.
- iv. Damage to Existing Utilities:** LICENSEE shall be fully responsible for all damage to existing utilities or other facilities caused by the LICENSEE's installation, maintenance or repair of its Facilities.

- iv. **Barricades:** The LICENSEE shall use suitable barricades, flags, lights, flares or other protective devices at such times and places as are required by its traffic control plan, all applicable ordinances, codes, rules and regulations and at such additional times and places as are required for the safety of all members of the general public, so as to prevent injury to any Person or damage to any vehicle by reason of any work being performed, as determined by the Village in its sole Judgment and discretion.
- vi. **Prior Notification:** At least forty-five (45) days prior to any construction work to be conducted and again at least thirty (30) days prior to any proposed work, the LICENSEE shall notify all property owners of all property abutting the location of the LICENSEE's proposed work. The LICENSEE shall notify the Village's Project Manager, or his or her designee, and the owners of all private property abutting the proposed work at least seventy-two (72) hours prior to any work. Nothing herein shall be construed as preventing the LICENSEE from making immediate repairs to any damage caused to any Facilities, provided that the LICENSEE shall notify the Village's Project Manager, or his or her designee, as promptly as possible before such repair work or if an emergency, as soon thereafter as possible, and in any event, shall notify JULIE before such repair work.
- f. **Installation of Facilities:** LICENSEE shall use and occupy the Right-of-Way to install, operate and maintain its Facilities, which shall be limited to underground conduit and fiber optic cable. LICENSEE warrants that the installation of the Facilities will be performed without any trenching or open trenching, but rather by directional boring. If directional boring is not possible for the installation of the Facilities, LICENSEE agrees to work with the Project Manager or his designee to determine the method of installation to be used.

No trenching or excavation on any Right-of-Way or private property shall be conducted more than twenty-four (24) hours prior to the installation therein of any Facilities.
- g. **Trimming Trees Prohibited:** The LICENSEE shall be prohibited from cutting or trimming any tree or tree roots greater than ½ inch in diameter, shrub or other vegetation, in or on any Right-of-Way prior to receiving the written approval of the Village's Project Manager, or his or her designee, which approval may be indicated on a duly issued permit. The LICENSEE may cut or trim trees on private property as necessary, provided, however, the LICENSEE shall first obtain the permission of the affected property owner. All such trimming shall be in accordance with standard local arboricultural practices, and no trimming shall occur until the wires, cables or other Facilities have first been attached to the poles to ensure trimming to the minimum extent necessary. All trimming debris shall be removed from the work area on a daily basis.
- h. **General Construction Standard:** All work performed on the System shall be performed in a good and workmanlike manner using materials of good and durable quality. If at any time it is determined by the Village or any other Governmental Authority, in its sole discretion and judgment, that any part of the System, including, without limitation, any means used to distribute signals over or within the System, is harmful to the health or safety of any Person, then the LICENSEE shall, at its sole cost and expense, promptly correct all such conditions to the reasonable satisfaction of such Governmental Authority.

- i. **Environmental**: LICENSEE shall not release any material in violation of any Federal or State environmental law on the Right-of-Way. LICENSEE, at its sole cost and expense, shall remediate, remove, clean up or abate in accordance with Federal or State law, or the directives of the appropriate oversight agency, a release of any material in violation of a Federal or State law occurring on the Right-of-Way, to the extent such a release was caused by LICENSEE. In the event of a release of any material in violation of a Federal or State law on the Right-of-Way by LICENSEE, or any claim or cause of action brought against the Village regarding such release, the indemnification provided for in Section 10b. shall apply.
- j. **"As-Built" Plans**: The LICENSEE shall furnish to the Village all "as-built" plans for the System as originally constructed and for all reconstruction, repair, relocation and other work performed thereon within thirty (30) days after completion of such work. The "as-built" plans shall be furnished in Shapefile, File Geodatabase, or other Village approved format that shall allow inclusion in the Village's GIS system. Notwithstanding the foregoing, the LICENSEE shall not be required to provide "as-built" plans for routine maintenance work performed, so long as no Facilities are added, removed or relocated.
- k. **Right of Inspection**: The Village shall have the right to inspect all construction to ensure compliance with this Agreement and all applicable codes, laws, ordinances, rules, regulations and Permits. The LICENSEE shall have the right to accompany the Village during any such inspections provided the Village shall not be required to delay its inspection to satisfy the LICENSEE's schedule.

6. **RESERVATIONS OF PUBLIC STREET RIGHTS AND CONSTRUCTION RESTRICTIONS**

- a. **Interest in Right-of-Way**: All rights granted herein to the LICENSEE in the Right-of-Way are granted based on the information and belief of the Village that it has title or an interest in such Right-of-Way and the right and power to grant the rights and interests granted to the LICENSEE in this Agreement. This Agreement shall be deemed to grant only such rights to use Right-of-Way as the Village may have the right and power to grant in this Agreement. The LICENSEE has the right to conduct or obtain a title search of the Right-of-Way to ascertain the status of the Village's rights and interests in the same, which shall be at the LICENSEE's sole cost and expense.
- b. **Nonexclusive Use**: The LICENSEE's right to use and occupy the Right-of-Way shall not be exclusive. The Village hereby reserves the right to grant any right or use of such Right-of-Way to any Person or at any time during the period of the License and any renewal or extension thereof, provided and subject to this Agreement, that such grant does not obstruct, injure or prevent the use and operation of the System or any Facilities.
- c. **Other Utilities**: The Village hereby retains the right to lay and permit to be laid, sewer, gas, water, electric, and other pipelines, cables and conduits in any Right-of-Way, to change any curb or sidewalk or the grade or dimension of any street, and to perform and to permit to be performed any other work as the Village shall deem necessary or proper in its sole judgment and discretion. If any of the Facilities will interfere with the construction or repair of any Right-of-Way or public utility or other improvement therein, the LICENSEE shall, at its sole cost and

expense, commence and diligently prosecute to completion, the relocation, removal or replacement of such Facilities, within sixty (60) days after the delivery of such written notice by the Village. Such work shall be performed as reasonably directed by the Village. In the event the Facilities must be so relocated, the Village's Project Manager, or his or her designee, shall use best efforts to identify alternative Rights-of Way for the relocated Facilities. In the event relocation of the Facilities or any part thereof is necessary in order to accommodate improvements or construction performed by or on behalf of any non-governmental third party, such third party shall pay for the cost of relocation of the Facilities.

- d. **Creation or Dedication of Public Street:** The LICENSEE shall discontinue any use of the Public Street, if the Village reasonably determines that such use is inconsistent with the Public health or safety or with the purposes for which such Public Street was created or dedicated or is currently being used. The LICENSEE acknowledges and accepts at its own risk that the Village may make use in the future of the Right-of-way in which the LICENSEE's System is located in a manner inconsistent with the LICENSEE's use of such Right-of-way for its placement of its Telecommunication System. In the event the Facilities must be relocated, the LICENSEE shall identify alternative Right-of-way for the relocated Facilities.
- e. **Improvements or Changes on Right-of-Way:** If the Village shall desire to make any improvements or changes on, or to all, or any part of any utilities or Right-of-way, over, under or along which any part of the System has been installed, then the LICENSEE shall, at its sole expense after sixty (60) days written notice from the Village, proceed to alter, change, vacate or remove as directed by the Village any part of the System necessary to accommodate the Village's planned improvements or changes. In the event such Facilities shall be required to be removed, the Village's Project Manager, or his or her designee, shall use best efforts to identify alternative areas or Right-of-way for the relocation of the LICENSEE Facilities and provide the LICENSEE with additional time up to one hundred twenty (120) days total to remove said Facility, provided, however, that nothing in this subsection shall be construed as requiring or obligating the Village to identify alternative areas or Right-of-way.
- f. **Vacation or Abandonment of a Public Street:** In the event any Right-of-way or portion thereof used by the LICENSEE shall be vacated by the Village, then, upon request and notice from the Village, the LICENSEE shall, at its sole cost and expense, remove its Facilities therefrom within one hundred twenty (120) days of the date of such notice. In the event such Facilities shall be required to be removed, the Village's Project Manager, or his or her designee, shall use best efforts to identify alternative areas or Right-of-way for the relocation of the LICENSEE's Facilities, provided, however, that nothing in this subsection shall be construed as requiring or obligating the Village to identify alternative areas of Right-of-way.
- g. **Temporary Removal or Relocation of the System:** In the event it is necessary to temporarily remove or relocate any Facilities in order to move any object, vehicle, building or other structure, or to accomplish any other Village activity or public purpose, the LICENSEE shall, upon sixty (60) days written notice from the Village and at its sole cost and expense, temporarily remove or relocate such Facilities.

7. **RESTORATION**

- a. **The LICENSEE's Obligation:** Within ten (10) calendar days of the completion of any construction work, the LICENSEE shall, at its sole cost and expense, , promptly repair, grade and restore all areas disturbed by the work as nearly as practicable, the condition existing prior to the performance of the work. Each site of completed construction shall be immediately placed in a safe temporary condition and restoration of the same shall be completed within ten (10) calendar days after the date of commencement of such restoration work, provided, however, the time for completing restoration work shall be extended as may be reasonably necessary under the circumstances in the event adverse weather conditions prevent completion of restoration within the time period provided herein. In the event that the LICENSEE fails to commence or complete the restoration work in the manner and within the time periods prescribed herein, the Village may, but shall have no obligation to, perform such work and recover from the Security Fund established pursuant to this Agreement any costs and expenses the Village may incur. In the event that such Public Street, private property, utility, or improvement cannot be so repaired or restored, the LICENSEE shall pay the Village or the affected owner of the same, as the case may be, just compensation.

All trenching or excavations in lawns or grassy parkways within any Public Street or Right-of-Way or upon private property shall be immediately properly backfilled and tamped. All such restoration shall be performed in accordance with the Village's ordinances and the Illinois Department of Transportation's seed and sod specifications.

Any asphalt pavement or PCC concrete pavement shall be replaced with like-kind and quality materials. The backfill settlement repair period for any trenching or excavation shall be five (5) years from the date of placing said backfill, during which time the affected areas shall be maintained by the LICENSEE at its sole expense in a condition satisfactory to the Village. Under hard surface areas, trench backfill shall be compacted and certified by the Village to comply with the Village's construction standards. All restoration work shall be completed in accordance with the Village construction standards.

- b. **Continuing Responsibility:** Where any such destruction, damage or disturbance is not immediately discovered, or where any such restoration effort fails or is otherwise inadequate or insufficient, the LICENSEE's obligation for restoration shall survive the termination of this Agreement.
- c. **Failure, Neglect or Refusal to Repair:** In the event of any failure, neglect or refusal by the LICENSEE, after ten (10) days written notice from the Village, to repair or provide just compensation for such destruction, damage or disturbance within the time period as provided in this Agreement, the Village may, but shall be under no obligation to, perform such work, or cause it to be performed, and the actual cost thereof as found and declared by the Village, shall be paid by the LICENSEE within thirty (30) days after demand therefor. If the LICENSEE fails to reimburse the Village, the Village may collect the amount due from the Security Fund established pursuant to this Agreement or if the Security Fund is insufficient to satisfy the amount due, the Village may pursue its remedies by court action or otherwise.
- d. **Use of Village Personnel to Correct.** In addition to any other repair or restoration costs, in the event the Village uses its own personnel to perform any restoration and/or repair work, the

Village shall be reimbursed for the labor costs of each employee at the then prevailing hourly wage rate for laborers as determined by the Illinois Department of Labor and any other costs required to complete such repair or restoration.

8. RECORDS

- a. **Books and Records:** The LICENSEE shall maintain, at all times during the Term of this Agreement: (1) complete, accurate and properly totaled books and records showing the business conducted by the LICENSEE in the Village, including but not limited to all telecommunications tax returns and forms, and (2) complete, accurate and up to date maps of the System. The Village may require the LICENSEE to keep additional records and maps which it determines are reasonably necessary.
- b. **Inspections and Audits:** All of such books and records and originals of all maps and other documents pertaining to this Agreement shall be maintained in and made available for inspection by the Village, its agents or employees, at the LICENSEE's office, at reasonable times and intervals. The Village shall have the right to make or obtain copies, at its expense, of all documents, maps or records (except customer lists) pertaining to this Agreement. The LICENSEE shall fully cooperate in assisting in this regard.
- c. **Inquiries:** The Village may, at any time, make inquiries pertaining to the License and the operation of the System. The LICENSEE shall respond to such inquiries within five (5) business days of the inquiry.
- d. **Duty to Provide Information:**
 - i. Within ten (10) business days of a written request from the Village's Project Manager, or his or her designee, the LICENSEE shall furnish the Village with information sufficient to demonstrate:
 - 1. That the LICENSEE has complied with all requirements of the Municipal Code.
 - 2. That all Municipal taxes and fees due the Village in connection with the Services and Facilities provided by the LICENSEE have been properly collected and paid by the LICENSEE.
 - 3. All books, records, maps and other documents maintained by the LICENSEE with respect to its facilities within the Right-of-Way and ways shall be made available for inspection by the Village at reasonable times and intervals.
- e. **Confidentiality:** If either Party provides confidential information to the other in writing and identified as such, the receiving Party shall protect the confidential information from disclosure to third parties with the same degree of care afforded its own confidential and proprietary information, except that neither Party shall be required to hold confidential any information (1) which becomes publicly available other than through the recipient, (2) which is required to be disclosed by a governmental or judicial order (notice of which shall be provided to the original disclosing Party prior to such required disclosure), (3) which is required to be disclosed by statute, (4) which is independently developed by the receiving Party, or (5) which becomes

available to the receiving Party without restriction from a third party. These obligations shall survive expiration or termination of this Agreement for a period of three (3) years. In addition, upon termination of this Agreement, the receiving Party of any written confidential information shall promptly return to the disclosing Party all copies of such confidential information. The LICENSEE shall indemnify, hold harmless and defend the Village from any claims, fees, fines, attorney's fees and costs levied against or incurred by the Village pursuant to the Illinois Freedom of Information Act based upon determination that the LICENSEE claimed confidential document(s) were wrongfully withheld from disclosure.

9. PERFORMANCE AND CONSTRUCTION SURETY

- a.** On or before the Effective Date, and as necessary thereafter, the LICENSEE shall establish, provide and deposit with the Village a construction and performance bond written by a corporate surety acceptable to the Village in accordance with Section 97.055(J) of the Right-of-Way Ordinance. (also referred to herein as "Security Fund"). The LICENSEE and Village agree that the reasonably estimated cost to restore the Right-of-Way for LICENSEE's construction is Two Hundred and Fifty Thousand Dollars (\$250,000.00).
- b.** At a minimum, the construction and performance bond shall (1) provide that it shall not be canceled without the prior written consent of the Village, and (2) not require the consent of the LICENSEE prior to the collection by the Village of any amounts covered by said construction and performance bond.
- c.** The construction and performance bond shall guarantee, to the satisfaction of the Village:
 - i.** The faithful performance of all requirements of the Right-of-Way Ordinance and the requirements of this Agreement;
 - ii.** Construction in compliance with applicable plans, permits, technical codes and standards;
 - iii.** Proper location of the facilities as specified by the Village;
 - iv.** Restoration of the Right-of-way and other property affected by the construction;
 - v.** The submission of "as-built" drawings after completion of the work as required;
 - vi.** Any expenditure, damage or loss incurred by the Village occasioned by the LICENSEE's failure to comply with any codes, rules, regulations, orders, permits and other directives of the Village issued pursuant to the Municipal Code or this Agreement; and
 - vii.** The timely payment of all liens and all damages, claims, costs, or expenses that the Village may pay or incur by reason of any action or non-performance by LICENSEE in violation of this Agreement including, without limitation, any damage to public property or restoration work the LICENSEE is required to perform or that the Village must perform itself or have completed as a consequence solely of the LICENSEE's failure to perform or complete, and all other payments due the Village from the LICENSEE pursuant to this Agreement or any other applicable law;

- vii. any costs, expenses, fees or other payments due under this Agreement; and
- viii. any expenses incurred by the Village pursuant to this Agreement.
- d. The construction and performance bond shall remain in force until sixty (60) days after substantial completion of the work, as determined by the Project Manager, or his or her designee, including restoration of Right-of-way and other property affected by the construction, provided that on such date there are no claims of any type outstanding at such time asserted against the LICENSEE or the Village, arising out of any acts or omissions of the LICENSEE relating to the License.
- e. The construction and performance bond shall be maintained at the LICENSEE's sole cost and expense.
- f. **Replenishment:** Within fourteen (14) days after receipt of written notice from the Village that any amount has been withdrawn from the Security Fund, the LICENSEE shall restore the construction and performance bond to the amount specified in this Agreement.
- g. **Withdrawals:** If the LICENSEE (1) fails to make any payment required to be made by the LICENSEE hereunder after notice is given pursuant to this Agreement, or (2) repeatedly fails to make timely payment hereunder, or (3) fails to pay any taxes or liens relating to the System that are due and unpaid, or (4) fails to pay to the Village any damages, claims, costs or expenses which the Village has been compelled to pay or incur by reason of any act or default of the LICENSEE, or (4) fails to comply with any provision of this Agreement that the Village determines can be remedied by an expenditure of an amount in the Security Fund, then, after three (3) days advance written notice from the Village of its intention to exercise its rights under this subsection if not paid by the LICENSEE and the failure of the LICENSEE to pay the monies due, the Village may withdraw the amount thereof from the construction and performance bond.
- h. **Closing and Return of Security Fund:** Upon any termination of this Agreement, the LICENSEE shall be entitled to the return of the construction and performance bond, or portion thereof as remains on deposit at such termination, and after account is taken for all offsets necessary to compensate the Village for the failure by the LICENSEE to comply with any provision of this Agreement. In the event of any revocation of the License, the construction and performance bond, and all accrued interest therein, shall become the property of the Village to the extent necessary to cover any costs, loss or damage incurred by the Village as a result of said revocation, provided that any amounts in excess of said costs, loss or damage shall be refunded to the LICENSEE.
- i. **Rights Not Limited:** The rights reserved to the Village with respect to the Security Fund/construction and performance bond are in addition to all other rights of the Village, whether reserved by this Agreement or authorized by law, and no action, proceeding or exercise of a right with respect to said construction and performance bond shall affect any other right the Village may have or constitute a waiver thereof.

10. **LIABILITY, INDEMNIFICATION AND INSURANCE**

a. **Liability:**

- i. **The LICENSEE:** The LICENSEE shall be responsible for any damage or loss to any real or personal property of the Village or of any Person, and for any injury to or death of any individual person, or any officer, employee or agent of the Village, arising out of or in connection with the LICENSEE's affiliates, officers, agents, employees, contractors or subcontractors negligence or misconduct in the construction, installation, use, operation, maintenance, repair and/or removal of the System or its failure to act in connection therewith.
- ii. **The Village:** Except as may result from their negligence or misconduct, the Village, its officers, employees and agents shall not be liable for any loss or damage to any real or personal property of any Person, or for any injury to or death of any individual person, arising out of or in connection with the LICENSEE's affiliates, officers, agents, employees, contractors or subcontractors negligence or misconduct in the construction, operation, maintenance, repair or removal, or other action or event with respect to, the System.
- iii. **Emergency and Other Action:** The Village may at any time in case of fire, disaster or other emergency as reasonably determined by the Village, cut or move any Facilities, in which event the Village shall not be liable therefore to the LICENSEE. When practical, as determined by the Village, the LICENSEE shall be notified prior to any such cutting or movement of its Facilities and be given the opportunity to perform such work itself. In the event it is not practical to notify the LICENSEE prior to any such cutting or movement, the Village shall notify the LICENSEE within a reasonable time after the Village has actual knowledge of such cutting or movement.
- iv. Unless directly caused by the gross negligence, malicious or intentional acts, or willful misconduct of the Village, its agents, employees or contractors, the Village shall not be liable to the LICENSEE for any damage to or loss of all or any part of the System, or otherwise, as a result of or in connection with the protections, breaking through, movement, removal, alteration or relocation of any part of the by or on behalf of the LICENSEE or the Village in connection with any emergency, public work, public improvement, alteration of any municipal structure, any change in the grade or line of any Right-of-Way, or the elimination, discontinuation and closing of any Right-of-Way, as provided herein. When practical, as determined by the Village, the LICENSEE shall be consulted prior to any such cutting or movement of its Facilities and be given the opportunity to perform such work on the System itself.
- v. The Village, its officers, employees and agents shall not be liable to the LICENSEE or any affiliate of the LICENSEE for any special, incidental, consequential, punitive or other damages as a result of the exercise of any right of the Village pursuant to this Agreement, including, without limitation, the right of the Village to terminate the License, and to take any action subsequent thereto.

b. **Indemnification:**

- i. **Hold Harmless:** The LICENSEE releases and shall, and does hereby agree to save, defend, indemnify and hold the Village, its officers, employees and agents harmless from and against any and all injury, claim, demand, suit, cause of action, judgment, execution, liability, debt, losses, damages or penalty as a result of bodily injury, sickness, death or property damage or as a result of any other claim or suit of any nature whatsoever, (the "Claims") that may at any time arise out of, result from, or be alleged to arise out of or result from or in any manner connected with, directly or indirectly, the LICENSEE's use of the License, Village property, Village Right-of-way, or related to any of the LICENSEE's activities related to this Agreement or License, including but not limited to challenges to the LICENSEE's License, and including but not limited to the LICENSEE's negligence, including its failure to act, or misconduct of its affiliates, officers, agents, employees, contractors, or subcontractors in the construction, operation, maintenance, repair, or removal of the System or the distribution of any Service over the System whether such acts or omissions are authorized, allowed or prohibited by this Agreement.

The LICENSEE shall, and does hereby agree to, pay any and all damages, losses and expenses, including reasonable attorney fees and costs of suit or defense, arising out of, resulting from or alleged to arise out of or result from the negligent, careless or wrongful acts, omissions, failures to act or misconduct of the LICENSEE or its affiliates, officers, employees, agents, contractors or subcontractors in the construction, operation, maintenance, repair or removal of its Facilities, and in providing or offering Service over the Facilities, Systems or System, whether such acts or omissions are authorized, allowed or prohibited by the Municipal Code or by this Agreement or any other agreement.

- ii. **Defense Expense:** The LICENSEE shall and does hereby agree to, pay all reasonable and documented expenses incurred by the Village in defending itself with regard to any and all Claims mentioned in this Agreement. These expenses shall include all reasonable and documented out-of-pocket expenses, such as attorneys' and experts' fees, and shall also include the reasonable value of any services rendered by any employee of the Village with respect to the Village's defense of such Claims. The LICENSEE shall have the right to approve counsel selected by the Village for defense of any Claims. In addition, the Village shall provide prompt notice to the LICENSEE of any Claims made against the Village and the LICENSEE shall have the right to approve the compromise or settlement of any Claims made against the Village for which the LICENSEE is responsible for the defense or payment thereof.
- iii. **Release and Waiver of Claims:** The LICENSEE shall have no recourse against the Village for any loss, expense or damage resulting from the terms and conditions of this Agreement nor because of the Village's enforcement thereof. The LICENSEE shall be deemed to expressly agree that it accepts the License relying solely upon its own investigation and understanding of the power and authority of the Village to grant said License and that, in partial consideration of the grant of said License, the LICENSEE waives and releases the Village from all Claims of damages of any kind whatsoever, either known or unknown, which it may have in connection with any matter specified in this Agreement.

- iv. Nothing contained herein shall be construed as a limitation or waiver of defenses available to the Village and its agents, including, but not limited to the Illinois Local Government and Local Governmental Employees Tort Immunity Act.
 - v. The obligations provided for in this Section shall survive the expiration or termination of this Agreement.
 - vi. The LICENSEE shall give the Village prompt written notice of any claim or cause of action falling within the terms of this Section that is filed against the LICENSEE and shall fully cooperate with the Village in the investigation and defense of the claim or cause of action.
- c. **LICENSEE Insurance:** The LICENSEE, as a condition of this License, shall secure and maintain the following liability insurance policies insuring both the LICENSEE and the Village, and its officers, boards, commissions, elected and appointed officials, agents and employees as additional insureds as their interest may appear under this Agreement:
- i. **General Liability:** The LICENSEE shall maintain, throughout the Term of this Agreement, adequate proof of commercial comprehensive general liability insurance insuring both the LICENSEE and the Village, and its officers, boards, commissions, elected and appointed officials, agents and employees as additional insureds with respect to liability arising out of work or operations performed by or on behalf of the LICENSEE. General liability coverage can be provided in the form of an endorsement to the LICENSEE's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used) with coverage limits at least:
 - 1. Five million dollars (\$5,000,000.00) per occurrence for products and completed operations, property damage, bodily injury and personal & advertising injury (including death); and

If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
 - 2. Coverage shall include premise operations, explosion collapse and underground hazards, contractual liability and products/completed operations.
 - 3. For any claims related to this contract, the LICENSEE's insurance coverage shall be primary coverage at least as broad as ISO CG 20 01 04 13 as respects the Village, its officers, officials, employees, and volunteers. Any insurance maintained by the Village, its officers, officials, employees, or volunteers shall be in excess of the LICENSEE's insurance and shall not contribute to it.
 - ii. **Automobile:** The LICENSEE shall maintain in its own name automobile liability insurance with coverage limits of not less than one million dollars (\$1,000,000) combined single limit each accident for bodily injury and property damage with respect to owned, non-owned and hired vehicles for the operations of which the LICENSEE is

responsible. Such policy of automobile liability insurance shall name the Village as an additional insured.

- iii. **Workers' Compensation and Employer's Liability:** The LICENSEE shall also maintain Workers' Compensation Insurance within the statutory limits and Employer's Liability Insurance with coverage limits of not less than one million dollars (\$1,000,000).
- iv. **Waiver of Subrogation:** LICENSEE hereby grants to Village a waiver of any right to subrogation which any insurer of said LICENSEE may acquire against the Village by virtue of the payment of any loss under such insurance. LICENSEE agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Village has received a waiver of subrogation endorsement from the insurer.
- v. **Evidence of Insurance Policies:** On or prior to the Effective Date, the LICENSEE shall furnish proof to the Village's Project Manager that the foregoing insurance policies have been obtained, along with written evidence of payment of required premiums, in the form of a certificate of insurance approved by the Village.
- vi. **Maintenance of Insurance Policies:** The liability insurance policies required by this section shall be maintained by the LICENSEE throughout the Term of this Agreement and such other period of time during which the LICENSEE operates or is engaged in the removal of the System as subject to Village inspection and approval. Each such insurance policy shall contain the following endorsement: "It is hereby understood and agreed that this policy may not be canceled nor the intention not to renew be stated until thirty (30) days after receipt by the Village, by registered mail, or certified mail, return receipt requested, of a written notice addressed to the Village Administrator of such intent to cancel or not to renew." Within thirty (30) days after receipt by the Village of said notice, and in no event later than thirty (30) days prior to said cancellation, the LICENSEE shall obtain and furnish to the Village replacement insurance policies meeting the requirements of this Section in a form acceptable to the Village's Attorney. The termination or expiration of insurance without replacement insurance as provided herein, shall automatically terminate the License.
- vii. **Alterations of Minimum Limitations:** The Village may, following the Effective Date, increase the minimum limitation(s) of the insurance policy or policies required in this Section by a percentage not to exceed the percentage increase in the Consumer Price Index for the Chicago Metropolitan Statistical Area as of the Effective Date.
- xiii. **No Limit of Liability:** The legal liability of the LICENSEE to the Village and any Person for any of the matters that are the subject of the insurance policies required by this Section, shall not be limited by said insurance policies or by the recovery of any amounts thereunder.

11. ASSIGNMENTS, TRANSFERS, LEASES AND SIMILAR ACTIONS

- a. **Municipal Approval Required:** Neither the License nor any rights or obligations of the LICENSEE pursuant to this Agreement nor any of the LICENSEE's interest in the System shall be assigned or transferred, in whole or in part, to any Person, nor shall title thereto, either legal or equitable, or any right or interest therein, or any property or assets relating to the license or the System, pass to or vest in any Person, nor shall any substantial change in control of the LICENSEE occur, either by act of the LICENSEE, by operation of law or otherwise, without the prior written consent of the Village, which consent shall not be unreasonably withheld or conditioned, nor unduly delayed, and then only on such reasonable conditions as may there be prescribed. Nothing herein shall prevent the LICENSEE from assigning its rights and obligations to a parent, affiliate or subsidiary of the LICENSEE upon notice to the Village, provided such parent, affiliate or subsidiary shall execute such documents and provide such necessary financial assurances as will reasonably assure performance of all of the LICENSEE's duties and responsibilities under this Agreement. Any such action completed without such prior consent of the Village shall be a violation of this Agreement and shall, at the option of the Village, which option may be exercised in the Village's sole judgment and discretion and without further notice or procedure, render the License void and entitle the Village to pursue all remedies available to it. The grant or waiver of any one or more of said consents shall not render unnecessary any subsequent consent or consents, nor shall the grant of any said consent constitute a waiver of any other rights of the Village.
- b. Any transactions which singularly or collectively result in a change of fifty percent (50%) or more of the ownership or working control of the LICENSEE, of the ownership or working control of the License, of the ownership or working control of affiliated entities having ownership or working control of the LICENSEE or of a licensed system, or of control of the capacity or bandwidth of the LICENSEE's Telecommunication System, Systems, Facilities or substantial parts thereof, shall be considered an assignment or transfer requiring Village approval pursuant to this Section.
- c. Transactions between affiliated entities are not exempt from Village approval pursuant to this Section.
- d. **Notice to the Village:** The LICENSEE shall promptly notify the Village of any proposed action requiring the consent of the Village pursuant to this Section, by submitting to the Village at least sixty (60) days prior to the proposed action a petition requesting the approval of the Village. The petition shall fully describe the proposed action and shall be accompanied by justification for the action and such additional supporting information as the Village may require in order to review and evaluate said action.

12. FORECLOSURE, CONDEMNATION AND RECEIVERSHIP

- a. **Foreclosure:** Upon the actual scheduled occurrence of any foreclosure or other judicial sale of all or any material part of the System or the involuntary termination of any lease or mortgage covering all or any material part of the System, the LICENSEE shall immediately notify the Village of said occurrence. Said notification shall be treated as a notification of a proposed change in control of the LICENSEE, and the provisions of the "ASSIGNMENTS,

TRANSFERS, LEASES AND SIMILAR ACTIONS" Section of this Agreement shall apply to any proposed transfer or assignment of this Agreement or the LICENSEE's rights hereunder, but shall not apply to the foreclosure or judicial sale of all or any part of the System itself.

- b. **Condemnation:** In the event that the System or any material part thereof is taken, appropriated, or condemned pursuant to law and the effect of such taking is to materially frustrate or impede the ability of the LICENSEE to carry out its obligations pursuant to, and the purposes of, this Agreement, then the Village may revoke the License in accordance with the applicable provisions of this Agreement.
- c. **Receivership; Notification by the LICENSEE:** The LICENSEE shall immediately notify the Village, in writing, if:
 - i. The LICENSEE files a voluntary petition in bankruptcy, a voluntary petition to reorganize its business, or a voluntary petition to affect a plan or other arrangement with creditors, or
 - ii. The LICENSEE files an answer admitting the jurisdiction of the court and the material allegations of an involuntary petition filed pursuant to the Bankruptcy Code, as amended from time to time, or
 - iii. The LICENSEE is adjudicated bankrupt, makes an assignment for the benefit of creditors, applies for or consents to the appointment of any receiver or trustee of all or any material part of its property, including all or any material part of the System, or
 - iv. The LICENSEE institutes dissolution or liquidation proceedings with respect to its business, or
 - v. an order is entered approving an involuntary petition to reorganize the business of the LICENSEE or to effect a plan or other arrangement with creditors or appointing a receiver or trustee for the license of all or a part of its property, including all or any material part of the System, or
 - vi. a writ or warrant of attachment, execution, distraint, levy, possession or any similar process shall be issued by any court against all or any material part of the property of the LICENSEE, including all or any material part of the System.

13. **SAFETY**

- a. **Standard of Care:** The LICENSEE shall at all times utilize the standard of care attendant to the risks involved and shall install and maintain in use commonly accepted methods and devices for preventing failures and accidents which are likely to cause damage, injury or nuisance to the public or to employees of the LICENSEE.
- b. **Equipment, Installation and Maintenance:**
 - i. All installations of the System shall be made so as not to impact the fire integrity of any building or structure.

- ii. During the term of this Agreement, LICENSEE shall at all times, and at LICENSEE's sole cost and expense, maintain the Facilities in the Right-of-Way in in a safe and stable condition, in good order and repair, in compliance with all requirements of law, and in such manner that they will not interfere with any installations of the Village, wherever situated or located.
- 14. **NO EXTRANEOUS INDUCEMENTS** The LICENSEE acknowledges that it has not been induced to accept the License created herein by any promise, oral or written, by or on behalf of the Village or by any third Person regarding any term or condition in this Agreement not expressed herein. The LICENSEE shall further be deemed to warrant that no promise or inducement, oral or written, has been made to any Village employee or official regarding receipt of the License, other than as contained in this Agreement.
- 15. **COMPLIANCE WITH LAW** The LICENSEE shall, at all times, comply with the applicable laws, codes, rules and regulations of the Village and all Governmental Authorities, regardless of whether such laws, codes, rules or regulations are expressly referenced in this Agreement. The LICENSEE shall, at all times, comply with all applicable laws, ordinances, resolutions, codes, rules and regulations of the Village, and all applicable memoranda and other directives of the Village, as such laws, ordinances, resolutions, codes, rules, regulations, memoranda and directives may be modified or amended, provided that such modification or amendment does not impair, conflict with or diminish the rights granted the LICENSEE under this Agreement. The LICENSEE reserves all rights under current and future preemptive state and federal laws.
- 16. **SUSPENSION OR REVOCATION OF PERMIT** The Village may revoke or suspend any Village permit issued to the Licensee, or issue stop work orders, as provided in the Village Right-of-Way Ordinance.
- 17. **TERMINATION**
 - a. **Basis for Termination:** The Village may terminate this License Agreement and the License granted herein for any of the following reasons:
 - i. The LICENSEE fails to comply with the conditions of occupancy of the Right-of-Way set forth herein or in the Municipal Code or ordinances of the Village, or
 - ii. The LICENSEE violates other material terms of this Agreement, or
 - iii. The LICENSEE made fraudulent, false, misleading or misrepresenting, or materially incomplete statements in a permit application, or
 - iv. The presence of the Facilities on, over, above, along, upon, under, across or within the Right-of-way presents a direct or imminent threat to the public health, safety or welfare, or
 - v. The LICENSEE fails to provide or pay any material portion of the taxes, compensation or fees owed the Village pursuant to this Agreement when due, or
 - vi. The LICENSEE fails to construct the Facilities substantially in accordance with the permits and/or Final Plans and Specifications, or

- vi. The LICENSEE fails to furnish records when due or fails to cooperate with the reasonable requests by Village officials for information or for inspection, or
 - vii. THE LICENSEE becomes insolvent, or unable or unwilling to pay its unprotested debts, or is adjudged bankrupt or seeks relief under bankruptcy laws.
- b. **Notice and Opportunity to be Heard**: Written notice shall be provided to the LICENSEE setting forth the nature, general facts, and cause for termination. Within thirty (30) days following the Village's mailing of such written notification, the LICENSEE shall provide satisfactory documented evidence that (1) corrective action has been taken or, (2) that no cause exists for the termination, or (3) that the alleged violations were beyond the LICENSEE's control pursuant to the "FORCE MAJEURE" Section of this Agreement. The thirty (30) day correction period may be extended by agreement of the Parties. Upon review of all evidence and documentation presented, the Village Administrator shall provide notice to the Licensee of the result of his review and any determination of cause for termination.
18. **RIGHTS AND REMEDIES** In the event of a breach or an alleged breach of this Agreement by either Party, either Party may, by suit, action, mandamus or other proceeding, in law or in equity, enforce or compel the performance of this Agreement.
19. **REMOVAL OF UNAUTHORIZED FACILITIES** Within sixty (60) days following written notice from the Village, Licensee shall, at its own expense, remove all or any part of any unauthorized facilities or appurtenances from the ROWs, provided however, if such relocation, removal, change or alteration cannot be reasonably performed within the sixty (60) day period, if Licensee, within that period shall have commenced with due diligence to remove its facilities, shall be granted an extension by the Village, not to exceed one thirty (30) days, to complete such work. A facility is unauthorized and subject to removal in the following circumstances:
- a. Upon expiration or termination of this License Agreement or permit obtained by Licensee, unless otherwise permitted by applicable law;
 - b. If the facility was constructed or installed without the prior grant of a license or permit;
 - c. If the facility was constructed, installed or maintained in violation of this License Agreement or the Village ROW Standards; or
 - d. If the facility was constructed or installed at a location not permitted by any permit obtained by Licensee.

If the Licensee installs its Facilities in a ROW without a permit for that location, the Licensee agrees to pay a penalty payable to the Village in the sum of five thousand dollars (\$5,000.00) per month due on the first day of each month regardless of the amount of time the Licensee's Facilities remain in the ROW during that month until removed or permitted. Payment of the penalty shall not authorize the presence of the Facilities in the specific site without a permit. No action or inaction by the Village with respect to unauthorized use of any Village ROW shall be deemed to be a ratification or an unauthorized use.

20. AMENDMENTS

- a. This Agreement may be modified or amended from time to time, provided, however, that no such amendment or modification shall be effective unless reduced to writing and duly authorized and executed by the Parties by the same procedure as required by Illinois Statutes for its original execution and approval.
- b. To the extent the Village issues permits in phases which authorize the installation of Facilities in additional Rights-of-Way within the Village, the Parties agree that this Agreement shall be extended to include those Rights-of-Way without further action by the Parties under the same terms and conditions describes herein.
- c. Notwithstanding subsection "a" and subsection "b" above, the LICENSEE may be permitted by the Village to use a Right-of-Way other than or in addition to the Right-of-Way identified in a Permit upon approval by the Village's Project Manager, or his or her designee, of an amended application pursuant to the Municipal Code.
- d. Notwithstanding subsection "a" and subsection "b" above, if the LICENSEE is ordered by the Village to locate or relocate its facilities from a Right-of-Way , the Village shall grant an amendment to the License without further permit application.
- e. The Village's Project Manager, or his or her designee, may approve in writing appropriate field changes requested by the LICENSEE in the plans and specifications approved by the Village, without requiring an amendment to this Agreement. Decisions on requests by the LICENSEE for field changes shall be made not more than ten (10) business days after the LICENSEE provides all information and/or documentation requested by the Village's Project Manager, or his or her designee.

21. TIME ESSENCE OF AGREEMENT Whenever this Agreement sets forth anytime for any act to be performed by either Party, said time shall be deemed to be of the essence.

22. TIME FOR NOTICE In the event of an emergency involving life or property, as determined by the Village in its reasonable judgment and discretion, the Village may reduce or eliminate the notice requirements set forth in this Agreement, and any such reduction or elimination shall be deemed to be reasonable under the circumstances, provided, however, that the Village shall notify the LICENSEE as soon thereafter as possible in accordance with this Agreement.

23. FORCE MAJEURE: Whenever a period of time is provided for in this Agreement for either the Village or the LICENSEE to do or perform any act or obligation, neither Party shall be liable for any delays or inability to perform due to causes beyond the control of said Party such as war, riot, insurrection, rebellion, terrorism, strike, lockout, unavoidable casualty or damage to personnel, materials or equipment, fire, flood, storm, earthquake, tornado or any act of God, provided, however, that said time period shall be extended for only the actual amount of time said Party is so delayed. An act or omission shall not be deemed to be "beyond a party's control" if committed, omitted or caused by a Party, its employees, officers or agents.

24. LICENSEE TERMINATION AND REMOVAL

- a. The LICENSEE shall have the right to terminate this Agreement at any time during the term of this Agreement upon one hundred eighty (180) days prior written notice to the Village without any additional cost or obligation to the LICENSEE.
 - b. Upon the expiration or termination of this Agreement, the Village shall have the option to require the LICENSEE to remove its Facilities located in the Right-of-Way and restore such Right-of-Way herein authorized to be used and occupied to a condition reasonably satisfactory to the Village, or to allow the Facilities to remain in the Right-of-Way. In the event the Village elects to allow the Facilities to remain located in the Right-of-Way, the Village, after thirty (30) days prior written notice to the LICENSEE, shall be allowed to take control over said Facilities as property of the Village, without compensation to the LICENSEE.
25. **SEVERABILITY SAVINGS CLAUSE** If any part of this Agreement including any section, subsection, sentence, clause, phrase, or other portion of this Agreement or its application to any person is, for any reason, rendered or declared invalid in whole or in part by any court, agency, commission, legislative body, or other authority of competent jurisdiction, said decision shall not affect the validity of the remaining parts or portions of this Agreement which shall remain in full force and effect.
26. **NON-DISCRIMINATION** The LICENSEE shall make its Services available to any customer within its area who shall request such Service, without discrimination as to the terms, conditions, rates or charges for the LICENSEE's Services; provided, however, that nothing shall prohibit the LICENSEE from making any reasonable classifications among differently situated customers consistent with public utility, Federal Communications Commission (FCC), Illinois Commerce Commission (ICC) or other applicable regulatory standards.
27. **VIDEO PROGRAMMING** LICENSEE shall notify the Village if it intends on providing cable television content over the Facilities to subscribers within the Village. If required by law, LICENSEE will enter into a cable franchise or an open video system franchise agreement with the Village in the event LICENSEE does provide cable television content over its Facilities.
28. **GENERAL**
- a. **Non-Waiver Of Rights:** No failure of either Party to exercise any power given to it hereunder or to insist upon strict compliance by the other Party with its obligations hereunder, and no custom or practice of the Parties at variance with the terms hereof, shall constitute a waiver of either Party's right to demand exact compliance with the terms hereof.
 - b. **Governing Law, Venue and Waiver of Trial by Jury:**
 - i. **Governing Law:** This Agreement and the rights of the parties hereunder shall be subject to, construed, interpreted and enforced in accordance with and governed by the laws of the State of Illinois.
 - ii. **Venue:** Venue for any action arising out of the terms or conditions of this Agreement shall be proper only in the Circuit Court of Cook County, Illinois or, when applicable, in the Federal District court for the Northern District of Illinois.

- iii. **Waiver of Trial by Jury:** The Parties hereto waive trial by jury in any action, proceeding or counterclaim brought by either of the Parties hereto against the other on any matters whatsoever arising out of or in any way connected with this Agreement, or for the enforcement of any remedy under any statute.
- c. **Notices:** All notices and other communication or writings which any Party is required, permitted or may wish to serve in connection with or under this Agreement shall be in writing, and shall be deemed delivered to the addressee thereof when sent by certified mail, return receipt requested, overnight courier, or personal service to the Persons and addresses indicated below or to such addresses and Persons as either Party hereto shall notify the other Party of in writing pursuant to the provisions of this subsection. Mailing or courier of such notice as and when above provided shall be equivalent to personal notice and shall be deemed to have been given on the date of mailing.
- TO THE VILLAGE:** Ellen Baer
Village Manager
Village of Western Springs
740 Hillgrove Avenue
Western Springs, Illinois 60558
- WITH COPY TO:** Klein, Thorpe & Jenkins, Ltd.
Attn: Michael Marrs
900 Oakmont Lane, Suite 301
Westmont, IL 60559
- TO THE LICENSEE:** Ezee Fiber Texas, LLC
Attn: Garner Duncan – SVP, Government Affairs
5959 Corporate Drive, Ste. 2000
Houston, TX 77036
- WITH COPY TO:** Legal Department
Ezee Fiber Texas, LLC
5959 Corporate Drive, Ste. 2000
Houston, TX 77036
- d. **Binding Effect:** Each of the terms, conditions and provisions of this Agreement shall be binding upon and shall inure to the benefit of the Parties hereto, and their respective successors, assigns and grantees. Nothing herein shall be deemed to permit a transfer of the License by the LICENSEE.
- e. **Authority to Execute:** The LICENSEE hereby warrants and represents to the Village that (i) it has the right, power and authority to enter into this agreement and to accept to the License granted to it in this Agreement, (ii) the individuals executing this Agreement on behalf of the LICENSEE have the power and authority to bind the LICENSEE to this Agreement, and (iii) neither the execution of this Agreement nor the performance of the obligations contemplated hereby will (1) result in a breach or default under any agreement to which it is a party or (2) violate any restriction, court order or agreement to which it is subject.

- f. **Joint Work Product:** This Agreement is the joint work product of both Parties hereto, accordingly, in the event of any ambiguity, no presumption shall be imposed against or in favor of either Party by reason of document preparation.
 - g. **No Joint Venture or Partnership:** This Agreement shall not be construed to create a joint venture, partnership, employment or other agency relationship between the Parties.
 - h. **No Personal Liability:** No official, officer, agent or employee of the Village shall be charged personally or held contractually liable under any term or provision of this Agreement.
 - i. **Counterparts:** This Agreement may be executed in any number of counterparts, each of which shall be considered an original and all of which together shall constitute one and the same Agreement.
 - j. **Section Headings:** The Section headings and references are for the convenience of the Parties and shall not be used to interpret or construe the terms and provisions of this Agreement.
29. **ENTIRE AGREEMENT** This Agreement sets forth all the covenants, conditions and promises and contains the entire agreement between the Parties. All negotiations between the Parties are merged in this Agreement, and there are no covenants, promises, agreements, conditions or understandings between the Parties, either verbal or written, other than those contained in this Agreement. In no event, shall prior drafts of this Agreement be used, considered or relied upon in interpreting or construing any provision of this Agreement.

IN WITNESS WHEREOF, the Parties to this Agreement have caused this Agreement to be signed by their duly authorized representatives on the day and date first written above and by their signatures acknowledge they have read and understand this agreement and intend to be bound by its terms.

VILLAGE OF WESTERN SPRINGS

EZEE FIBER TEXAS, LLC

By: _____
Village President

By: _____
George Salimbass, General Counsel

ATTEST

ATTEST

By: _____
Village Clerk

By: _____

State of Texas)
) SS
County of)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that George Salimbass, personally known to me to be the General Counsel of Ezee Fiber Texas, LLC, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such General Counsel, he signed and delivered the said instrument pursuant to authority given by the Board of Managers of said Company, as his free and voluntary act, and as the free and voluntary act and deed of said Ezee Fiber Texas, LLC, for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this ____ day of _____, 2026.

DRAFT 09.01.2026
RESOLUTION NO. 26-XXXX

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

A RESOLUTION APPROVING AND
AUTHORIZING THE EXECUTION OF A
MASTER RIGHT-OF-WAY USE LICENSE
AGREEMENT TO BE ENTERED INTO
BETWEEN THE VILLAGE OF WESTERN
SPRINGS AND EZEE FIBER TEXAS, LLC

WHEREAS, the Village of Western Springs ("Village") recognizes the importance of its residents having access to fast, reliable internet service; and

WHEREAS, Ezee Fiber Texas, LLC seeks to install a Village-wide high-speed fiber optic network to provide such service to residents who choose to contract with it; and

WHEREAS, the Village of Western Springs ("Village") desires to enter into a Master Right-of-Way Use License Agreement (the "Agreement") with Ezee Fiber Texas, LLC ("Ezee Fiber" or "Licensee") for a non-exclusive, revocable license to use Village rights-of-way for the construction, installation, use, maintenance, testing, inspection, operation, repair and removal of a fiber optic network, subject to applicable permits, the Village Municipal Code and the terms of the Agreement. A copy of the Agreement is attached hereto as **Exhibit "A"** and made a part hereof; and

WHEREAS, the Agreement provides for a five (5) year initial term beginning on the Effective Date, with two (2) successive five (5) year renewal terms, subject to the Licensee's compliance with the Agreement and applicable Village requirements, and permits either Party to terminate at the end of the then-current term upon at least ninety (90) days' advance written notice; and

WHEREAS, the Agreement requires Ezee Fiber to pay an initial fee of Ten Thousand Dollars (\$10,000) within thirty (30) days after execution and, subject to the Agreement's provisions concerning the Simplified Municipal Telecommunications Tax, to pay an annual fee of Ten Thousand Dollars (\$10,000), increasing by four percent (4%) annually, together with applicable permit, third-party review, construction oversight and other fees and costs; and

WHEREAS, the Agreement requires Ezee Fiber to comply with the Village's Right-of-Way Ordinance and applicable laws, obtain required permits, submit and obtain approval of plans and specifications for each phase of construction, coordinate construction activities, restore disturbed rights-of-way, maintain a construction and performance bond with a stated restoration estimate of Two Hundred Fifty Thousand Dollars (\$250,000), and provide the Village with the insurance and indemnification protections specified in the Agreement; and

WHEREAS, the Village desires to approve and authorize the execution of the Agreement with Ezee Fiber, substantially in the form attached hereto as Exhibit "A" and incorporated herein, to establish the terms and conditions governing Ezee Fiber's use of Village rights-of-way for its fiber optic network; and

WHEREAS, the Agreement reserves the Village's rights to use, maintain, repair and otherwise utilize the Right-of-Way; permits the Village to require relocation, removal or alteration of Facilities to accommodate public improvements and other authorized work; and provides for removal of unauthorized Facilities and, upon expiration or termination, removal or continued Village control of Facilities as provided in the Agreement; and

WHEREAS, at an open public meeting held on September 10, 2026, the Village's Properties and Recreation Committee ("Committee") reviewed and discussed the Agreement and received input from the Village staff, and provided an opportunity for input from the public, and then the Committee favorably recommended that the Village Board approve the and authorize the entry of the Agreement with Ezee Fiber ; and

WHEREAS, the President and Board of Trustees of the Village of Western Springs are authorized, under the intergovernmental cooperation powers set forth at Article VII (Local Government), Section 7 (Counties And Municipalities Other Than Home Rule Units) and Section 10 (Intergovernmental Cooperation) of the State of Illinois Constitution of 1970, as well as the Illinois Intergovernmental Cooperation Act (5 ILCS 220/), and the applicable provisions of the Illinois Municipal Code (65 ILCS 5/8-1-7), to approve and enter into the attached Agreement, and find that it is protective of the health, welfare and safety of and in the best interests of the Village, its residents, property owners, businesses and the public to approve and enter into the attached Agreement.

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

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

Section 2: Approval of Agreement and Other Related Documents. The President and Board of Trustees of the Village of Western Springs approve and authorize the execution of the Master Right-of-Way Use License Agreement with Ezee Fiber Texas, LLC ("Ezee Fiber"), substantially in the form attached hereto as **Exhibit "A"** and made a part hereof, which may contain certain non-substantive and non-financial changes that are approved by the Village Attorney. In addition, the Village Board authorizes and directs the Village President and Clerk, or their designees, to execute the final version of the Agreement and such other related documents as may be necessary to fulfill the Village's obligations under the Agreement.

Section 3: Approval of Related Expenses. The President and Board of Trustees of the Village of Western Springs also authorize and direct the Village President, the Village Clerk, the Village Manager and the Village Attorney, or their designees, to execute and deliver all other instruments and documents and pay all Village Board-authorized costs that are necessary to fulfill the Village's obligations under the Agreement.

Section 4: Delivery of Signed Documents. After approval and execution of this Resolution and the Agreement by the Village President and Village Clerk, or their designees, the Village Clerk's Office shall arrange for the delivery of a certified copy of this Resolution and the executed Agreement to the appropriate Village records and to Ezee Fiber.

Section 5. Effective Date. This Resolution shall be in full force and effect from and after its passage and approval in the manner provided by law.

PASSED by the Board of Trustees of the Village of Western Springs, Cook County, Illinois, at a Regular Meeting thereof, held on the ____ day of _____, 2026, and approved by me as Village President, and attested by the Village Clerk, on the same day.

Heidi Rudolph, Village President

ATTEST:

Edward Tymick, Village Clerk

Group Exhibit “A”

MASTER RIGHT-OF-WAY USE LICENSE AGREEMENT BETWEEN THE VILLAGE OF WESTERN
SPRINGS AND EZEE FIBER TEXAS, LLC (FIBER OPTIC NETWORK USE)

(attached)

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

CLERK'S CERTIFICATE

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

RESOLUTION NO. 26-_____

**A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF A MASTER
RIGHT-OF-WAY USE LICENSE AGREEMENT TO BE ENTERED INTO BETWEEN THE
VILLAGE OF WESTERN SPRINGS AND EZEE FIBER TEXAS, LLC**

which was passed by a roll call vote of the Board of Trustees of the Village of Western Springs at a Regular Meeting held on the ____ day of _____, 2026, at which meeting a quorum was present, and approved by me as Village President, on the ____ day of _____, 2026.

I further certify that the vote on the question of the passage of the said Resolution by the Board of Trustees of the Village of Western Springs was taken by the Ayes and Nays and recorded in the Journal of Proceedings of the Board of Trustees of the Village of Western Springs, and that the result of said vote was as follows, to-wit:

AYES: _____

NAYS: _____

ABSENT: _____

I do further certify that the original Resolution, of which the attached is a true copy, is entrusted to my care for safekeeping, and that I am the lawful keeper of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Village of Western Springs, this __ day of _____, 2026.

Edward Tymick, Village Clerk

SEAL



AGENDA ITEM SUMMARY

BOARD OF TRUSTEES

Regular Meeting: September 14, 2026

AGENDA ITEM 9.C.

To: Board of Trustees

From: Diana Puga, Municipal Services Coordinator

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

RE: Agreement with Safe-Way Tuckpointing, LLC for Tuckpointing Repairs at Village Buildings (Discussion only)

Recommendation

The Properties and Recreation Committee reviewed this item at their meeting on September 9, 2026 and recommended the awarding of the 2026 tuckpointing repairs for various Village buildings to the lowest cost, qualified, and responsive bidder Safe-Way Tuckpointing, LLC for an amount not to exceed \$67,000.00.

Summary

The Village will annually budget for masonry/tuckpointing repairs of various Village buildings. Tuckpointing is a specialized masonry repair method that involves removing deteriorated mortar from joints between bricks or stones, and replacing it with fresh material, and is essential to the structural integrity of the building.

The Village issued an Invitation to Bid on Thursday, August 13. A mandatory pre-bid meeting was held on Thursday, August 20, during which prospective contractors visited the worksites and had the opportunity to ask questions. On August 27, the Village received a total of two (2) bids. A summary of the bids is attached.

This year, the project includes tuckpointing at the Historic Water Tower, Grand Avenue Community Center Towers, and the Train Station. Based on the available budget, Village staff recommends the following:

- Approval of the base and alternate bid for the Historic Water Tower (\$50,000)
- Approval of the Base bid and purchase of brick pallet for the Grand Avenue Recreation Center (\$9,000)
- Approval of the base bid for the Train Station (8,000)

Staff performed the necessary reference check and found no concerns in awarding this contract to Safe-way Tuckpointing, LLP.

Financial Impact

Account	4104310 60015	Account	4202590 62015	Account	6605210 60015
Fund	Capital	Fund	BNSF	Fund	Recreation
2026 Budget	\$80,000	2026 Budget	\$10,000	2026 Budget	\$10,000
Project Cost	\$50,000	Project Cost	\$8,000	Project Cost	\$9,000

Recommended Motion

I move to approve a contract for the 2026 tuckpointing repairs to the lowest cost, qualified, and responsive bidder Safe-Way Tuckpointing, LLC in an amount not to exceed \$67,000.00.

Strategic Plan Alignment

Infrastructure Improvements

File Attachments

1. 2026 Tuckpoint Bid Tabulation Results and Recommendation
2. 2026 Tuckpointing - Safeway Tuckpointing Bid

Base Bid

Location	Futurity 19 Inc.	Safe-Way Tuckpointing LLP
Grand Avenue Community Center (Northwest Tower)	\$ 14,650.00	\$ 7,000.00
Water Tower – Red Brick (Top Portion)	\$ 37,000.00	\$ 29,000.00
Train Station – Limestone Banding	\$ 8,350.00	\$ 8,000.00
Total (As Read)	\$ 60,000.00	\$ 44,000.00
Total (As Calculated)	\$ 60,000.00	\$ 44,000.00
Difference (As Read - As Calculated)	\$ -	\$ -

Alternate Bid

Location	Futurity 19 Inc.	Safe-Way Tuckpointing LLP
Grand Avenue Community Center (Northeast Tower)	\$ 14,650.00	\$ 7,000.00
Water Tower – Limestone (Bottom Portion)	\$ 50,475.00	\$ 21,000.00
Train Station – Stone Columns	\$ 8,950.00	\$ 6,000.00
Brick Pallet	\$ 2,810.00	\$ 2,000.00
Total (As Read)	\$ 76,885.00	\$ 36,000.00
Total (As Calculated)	\$ 76,885.00	\$ 36,000.00
Difference	\$ -	\$ -

Bid	Futurity 19 Inc.	Safe-Way Tuckpointing LLP
Base Bid	\$ 60,000.00	\$ 44,000.00
Alternate Bid	\$ 76,885.00	\$ 36,000.00

Total Recommended	\$ 67,000.00
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CONTRACT REQUIREMENTS FOR

2026 Tuckpointing RFB

August 24, 2026
10:00 A.M. (Prevailing Time)

Contents

Legal Notice	4
Instruction to Bidders	5
Proposal	7
Bid Schedule	9
Schedule of Bid Prices	10
References	12
Special Provisions	14
Scope of Work	14
Submittal Requirements	14
Scope of Work by Location (Base Bid)	14
Alternate Scope of Work by Location	15
Materials	16
Construction Provisions	16
1. Coordination of Work	16
2. Environmental Requirements	16
3. Preparation Of Work Site	16
4. Delivery And Storage	16
5. Weather And Temperature	17
6. Scaffolding And Protection	17
Debris/Refuse Removal	17
Payment	17
Regulations	17
Damage to Village and Private Property	17
Protections of Public and Private Property	18
Sub-Standard Work	18
Safety and Training	18
Outstanding Debt/Fines	18
Terms and Renewal of Contract	18
Termination or Suspension for Convenience	19
GENERAL SPECIFICATIONS	20
Acceptability of Work	20
Assignment	21
Bidder Investigations	21
Change in Scope of Work	21
Collusion among Bidders	22
Compliance with Freedom Of Information Act Requests	22
Compliance with Laws; Employment Discrimination	23
Contractor Personnel	24
Debarment	24
Default Clause	24
Delay	25
Exceptions	26
Expenses Incurred in Preparing Bid	26
Failure to Deliver	26
Guaranty, Warranties and Representations	26

Indemnity/Hold Harmless Provision	27
Insurance Requirements	28
Law and Venue	31
Non-appropriation	31
Oral Statements	31
Permits, Licenses.....	31
Protection and Restoration of Property	32
References.....	32
Renewal of Contract	32
Right to Audit.....	33
Severability	33
Smoking Policies.....	33
Taxes, Benefits and Royalties	33
Termination	34
Unnecessarily Elaborate and Unresponsive Submittals.....	34
Waivers of Lien	34
Contractor's Drug-Free Workplace Certification	36
Contractor's Certification Regarding Non-Payment of Compensation	38
EXCEPTIONS TO THIS BID (THIS PAGE MUST ACCOMPANY BID)	39
Exhibit A	40
Exhibit B	43
Exhibit C	46

Legal Notice

The Village of Western Springs, Cook County, Illinois, does hereby invite sealed bids for the following: **2026 Tuckpointing Project**

Bids will be received until **10:00 AM**, Prevailing Local Time on **August 27, 2026**, by mail or delivered by hand to the drop box located outside the front entrance of Village Hall, Village of Western Springs, 740 Hillgrove Avenue, Western Springs, Illinois, 60558-0528 immediately after which time and at such place all bids will be publicly opened.

Those desiring to bid may obtain copies of the contract, specifications and other bidding documents online at wsprings.com/bids. A mandatory pre-bid conference will be held at Village Hall, located at 740 Hillgrove Avenue, Western Springs, Illinois, 60558-0528 on **Thursday, August 20, 2026, at 9:00 AM**. The purpose of this conference is to allow potential firms an opportunity to present questions to staff and obtain clarification of the requirements of the bid documents. Minutes of the conference will not be published.

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

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

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

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

VILLAGE OF WESTERN SPRINGS
By Edward Tymick, Village Clerk

Published in the Doings Newspaper on Thursday, August 13, 2026

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

Instruction to Bidders

VILLAGE OF WESTERN SPRINGS

DATE: August 13, 2026

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

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

2026 Tuckpointing RFB
VILLAGE OF WESTERN SPRINGS

and shall be delivered by hand to a drop box or mailed in time for delivery to the Office of Village Clerk, Village of Western Springs, 740 Hillgrove Avenue, Western Springs, Illinois by **10:00 A.M.** Prevailing Local Time on **August 27, 2026**, after which time and at such place all bids will be publicly opened and read aloud.

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

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

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

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

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

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

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

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

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

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

Proposal

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

RE: 2026 Tuckpointing 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 October 1 and must be completed by November 30, 2026, as provided for in the Agreement, unless otherwise agreed to by the Village, and to prosecute the work in such manner and with sufficient materials, equipment, and labor as will insure the providing of specified service within the time limit specified herein, it being understood and agreed that the providing of the specified service within the time limit and according to the maintenance schedule is an essential part of the Agreement.
7. This 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.

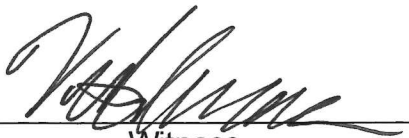
ATTACH BID SECURITY HERE

See attachment for bid security

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.

8/26/26
Date

Safe-Way Trucking LLP
Proposed Contractor (Bidder)


Witness

MERCHANTS
BONDING COMPANYTM

P.O. BOX 14498, DES MOINES, IOWA 50306-3498
PHONE: (800) 678-8171 FAX: (515) 243-3854

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Safe-Way Tuckpointing LLP

2211 Willow Ln

Rolling Meadows, IL 60008

OWNER:

(Name, legal status and address)

Village of Western Springs

740 Hillgrove Avenue

Western Springs, IL 60558

BOND AMOUNT:

Five Hundred and No/100 Dollars--- (\$500.00)

PROJECT:

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

2026 Tuckpointing RFB

Bond Number: Bid Bond

SURETY:

(Name, legal status and principal place
of business)

Merchants National Bonding, Inc.

A Corporation

6700 Westown Parkway,

West Des Moines, IA 50266

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.

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 26 day of August, 2026


(Witness)

Safe-Way Tuckpointing LLP



(Principal)

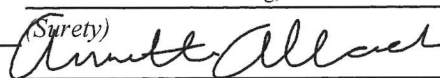
President
(Title)

(Seal)


(Witness) Stephanie Shetler

Merchants National Bonding, Inc.

(Surety)


(Title) Annette Albach, Attorney-in-Fact



CON 0657 (2/15)

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

MERCHANTS
BONDING COMPANY™
POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, d/b/a Merchants National Indemnity Company (in California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Annette Albach; Stephanie Shetler

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and April 27, 2024 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015 and amended on April 27, 2024.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission 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 fixed."

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

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

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 29th day of July, 2024.



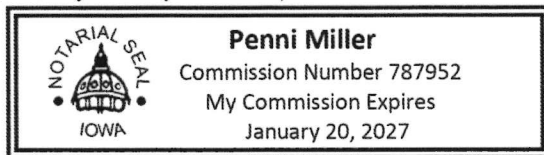
MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

By

Larry Taylor
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 29th day of July, 2024, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



(Expiration of notary's commission does not invalidate this instrument)

Penni Miller
Notary Public

I, Elisabeth Sandersfeld, Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 26 day of August, 2026.



Elisabeth Sandersfeld
Secretary



MERCHANTS NATIONAL BONDING, INC. • P.O. BOX 14498 • DES MOINES, IOWA 50306-3498
PHONE: (800) 678-8171 • FAX: (515) 243-3854

ADDENDUM TO BOND

This Addendum is in reference to the bond(s) to which it is attached.

Merchants National Bonding, Inc. ("Merchants") deems the digital or electronic image of Merchants' corporate seal below affixed to the bond(s) to the same extent as if a raised corporate seal was physically stamped or impressed upon the bond(s). The digital or electronic seal below shall have the same force and effect as though manually fixed to the bond(s).

All terms of the bond(s) remain the same.

Signed and effective March 23, 2020.

MERCHANTS NATIONAL BONDING, INC.



By: _____

Larry Taylor

Larry Taylor, President

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 Tuckpointing RFB) and Bidder's name as follows: Village of Western Springs, Village Hall, Western Springs, IL 60558.

Anticipated Bid Schedule

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

Issue RFB	Thursday, August 14, 2026
RFB Questions Due	12:00 PM on Thursday, August 20, 2026
Bids Due Date	10:00 AM on Thursday, August 27, 20206
Village Board Selection of Qualified, Responsive Bidder	September 2026
Notice to Proceed	After October 1, 2026

Schedule of Bid Prices

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

Bidder, in submitting this 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
Grand Avenue Community Center (Northwest Tower)	7,000
Water Tower – Red Brick (Top Portion)	29,000
Train Station – Limestone Banding	8,000
Total	44,000

Alternate Bid

Location	Total
Grand Avenue Community Center (Northeast Tower)	7,000
Water Tower – Limestone (Bottom Portion)	21,000
Train Station – Stone Columns	6,000
Brick Pallet	2,000
Total	36,000

**Pricing should be inclusive of all labor, materials, rentals, etc. required to complete the work.*

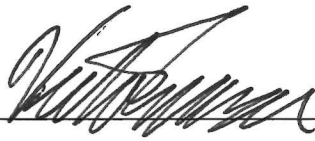
Name of Bidder: Safe-Way Truckpointing LLP

Address: 2211 Willow Lane, 60008

Telephone No. 847-299-5348 Fax No. _____

Email: sales@safewaytruckpointing.com

Signature:



Name and Title: (Please Print) VICTOR AZCORRA President

Date:

8/26/26

References

Name of Organization: Fremont School District / Wold Architects

Year of Contract: 2025

Contact Name: Alyssa Petritis

Telephone No: 847-241-6100

Email Address: apetritis@wolda.com

Name of Organization: Village of Wheeling

Year of Contract: 2025

Contact Name: Kevin Pelli

Telephone No: 847-279-6912

Email Address: kpetti@wheelingil.gov

Name of Organization: Inspec

Year of Contract: 2024

Contact Name: Tony Loden

Telephone No: 847-652-6617

Email Address: tloden@inspec.com

Name of Organization: Village of Woodstock

Year of Contract: 2024

Contact Name: Christopher Tiedt

Telephone No: 815-338-2269

Email Address: ctiedt@woodstockil.gov

Special Provisions

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

Scope of Work

The Village of Western Springs seeks a firm to perform tuckpointing at various Village owned facilities.

Submittal Requirements

The following information and documents must be included as part of the bid submittal:

1. Contractor/Organization Information – i.e. staff qualifications, services provided, etc.
2. Schedule of Bid Prices
3. Contractor must sign and submit as part of the bid package the Contractor's Drug-Free Workplace Certification, Contractor's Certification Regarding Non-Payment of Compensation, Exhibit A, and Exhibit B.
4. Must demonstrate at least 5 years of experience performing similar work.

Scope of Work by Location (Base Bid)

1. **Grand Avenue Community Center (GACC), 4211 Grand Avenue (Northwest Tower)**
 - a. Grind and tuckpoint deteriorated mortar joints
 - b. Selectively replace cracked and spilling bricks located throughout the structure (~150 bricks)
 - c. Grind and tuck point mortar joints around coping stones
 - d. Seal end joints of limestone coping with limestone
 - e. Caulk interface between brick and step flashing
 - f. After mortar is cured, power-wash with water and masonry cleaner to remove dirt and debris
 - g. Apply two (2) coats of masonry sealant
 - h. Clean job site and haul away debris

Provide samples of matching replacement brick for approval

2. **Water Tower, 914 Hillgrove Avenue – Red Brick (Top Portion of Tower)**
 - a. Inspect and spot grind and tuckpoint open or missing mortar joints, focusing on the transition area between brick and limestone
 - b. After mortar is cured, power-wash with water and masonry cleaner to remove dirt and debris
 - c. Apply two (2) coats of masonry sealant
 - d. Clean job site and haul away debris

Must match color and profile of mortar joints, will require lift to complete work

3. Train Station, 914 Burlington Avenue

- a. Spot grind and tuckpoint ~20 ft. of failing limestone base banding
- b. Remove and replace spalled stone on ~10 columns
- c. Spot grind and tuck point washed out and open mortar joints on the base of the columns on the train platform canopy
- d. After mortar is cured, power-wash with water and masonry cleaner to remove dirt and debris
- e. Apply two (2) coats of Prosoco Salt and Water Sealer to stone
- f. Clean job site and haul away debris

Grinders must have dust extraction attachments per OSHA's requirements for silica dust

Alternate Scope of Work by Location

1. Grand Avenue (Northeast Tower)

- a. Grind and tuckpoint deteriorated mortar joints
- b. Selectively replace cracked and spilling bricks located throughout the structure (~150 bricks)
- c. Grind and tuck point mortar joints around coping stones
- d. Seal end joints of limestone coping with limestone
- e. Caulk interface between brick and step flashing
- f. After mortar is cured, power-wash with water and masonry cleaner to remove dirt and debris
- g. Apply two (2) coats of masonry sealant
- h. Clean job site and haul away debris
- i. *Provide samples of matching replacement brick for approval*

2. Water Tower, 914 Hillgrove Avenue – Limestone (Bottom Portion of Tower)

- a. Grind and tuckpoint deteriorated mortar joints
- b. Selectively replace cracked and spilling bricks located throughout the structure (~150 bricks)
- c. Grind and tuck point mortar joints around coping stones
- d. Seal end joints of limestone coping with limestone
- e. Caulk interface between brick and step flashing
- f. After mortar is cured, power-wash with water and masonry cleaner to remove dirt and debris
- g. Apply two (2) coats of masonry sealant
- h. Clean job site and haul away debris
- i. *Provide samples of matching replacement brick for approval*

3. Train Station

- a. Remove and replace spalled stone on ~10 columns
- b. Spot grind and tuck point washed out and open mortar joints on the base of the columns on the train platform canopy
- c. After mortar is cured, power-wash with water and masonry cleaner to remove dirt and debris
- d. Apply two (2) coats of Prosoco Salt and Water Sealer to stone

- e. Clean job site and haul away debris

Materials

- Colored Tuff Stuff Sealant by Garland Inc.
- Prosoco Salt and Water Sealer or comparable alternate

Construction Provisions

1. Coordination of Work

- a. Perform work so as to not interfere with day to day operations.
- b. Maintain existing exist unless otherwise indicated.
- c. Do not close or obstruct access to existing walkways, corridors, and/or other adjacent occupied, or used facilities without written permission from the Village.
- d. Notify the Village no less than 24 hours in advance if activities will affect operations.

2. Environmental Requirements

- a. Do not lay masonry or stonework, repoint, install sealant, wash down, or wet surfaces, when temperature may drop below 40 degrees Fahrenheit within 24 hours.

3. Preparation Of Work Site

- a. Establish construction zone protection, building protection and adjacent site protection.
- b. Protect existing adjacent windows, roofing and coping from damage due to repair operations.
- c. Protect elements surrounding the work of this section from damage or disfiguration.
- d. Protect parking lot surface, sidewalks below the work area.
- e. Protect roof membrane and flashings from damage. Use plywood panels to protect roofing from punctures and other damage.
- f. Where materials are attached to the masonry (such as roof flashing, downspouts and collectors, etc.) temporarily remove same to sufficiently allow access to the masonry for required work. Re-attach or re-install at end of project. Provide new attachment hardware where missing, finished to match existing. Repair to existing condition any damage to such materials caused by this Contractor, or replace with like kind.

4. Delivery And Storage

- a. Deliver materials to the site in original, unopened packages and containers with labels intact and seals unbroken.
- b. Store materials, tools, and equipment in a locked, properly ventilated, designated storage space on the site, or in the basement of the historic tower with approval from the Municipal Services Department. Keep storage space neat, clean, and accessible at all times. Protect areas from material spillage.

- c. Place solvent-soaked rags, waste, and other materials that might constitute a fire hazard in closable metal containers and remove from the premises at the close of each day's work. Take all necessary precautions to avoid fire danger.

5. Weather And Temperature

- a. Surfaces shall be painted only when they are free from moisture. No painting on exterior surfaces shall be performed less than 72 hours of actual drying weather after a rain, or during periods of dew or fog. Receiving surfaces shall be properly dried out before proceeding with the work.
- b. No painting shall be performed when temperature is below 40 degrees F and above 90 degrees F or when the relative humidity is above 90 percent, unless recommended otherwise in writing by the paint manufacturer.

6. Scaffolding And Protection

- a. Furnish, maintain, and remove all scaffolding, ladders, and planks required for this work, and all drop cloths for the protection of all grounds.
- b. All lift equipment shall have required DOT permits for use.
- c. Trees in or near the construction site shall be protected from equipment.
- d. Painted and finished surfaces subject to damage or defacement due to other work shall be properly protected and covered. The Contractor shall be responsible for damage to painted work and to that other work caused by painting operations under this Section until final acceptance by the Owner.
- e. Barricades shall be placed on all borders of construction site to protect pedestrians.

Debris/Refuse Removal

Upon completion of work, all debris and refuse shall be removed from the site. The site shall be returned to its original condition.

Payment

The Village shall only reimburse the Contractor for fully completed replacements. The Village will not reimburse for missed appointments, failed investigations (i.e. to locate buffalo box), private plumbing improvements or delays, or rescheduled appointments, etc.,

Regulations

All work must comply with applicable provisions of state, federal and county regulations, as well as the Municipal Code of the Village of Western Springs, Cook County, State of Illinois, Illinois Plumbing Code, and all relevant provisions.

Damage to Village and Private Property

Any and all damage to parkways or other property damage caused by the Contractor's work shall be restored by the Contractor at no cost to the Village.

The Contractor shall be responsible for all damages caused by an installer and shall make all necessary repairs at its sole cost and expense. In the event a service line fails during or after the installation, the Contractor will oversee the repair work to the water service or damaged property to the Owners satisfaction.

Protections of Public and Private Property

The Contractor shall exercise all necessary caution to protect pedestrian traffic in the building and to protect all public and private property from injury or damage caused by the Contractor's operations.

Any practice deemed hazardous by an authorized Village representative shall be immediately discontinued by the Contractor upon receipt of either written or oral notice to discontinue such practice.

Sub-Standard Work

The Contractor recognizes that the Village, in its sole discretion, will determine whether the Contractor is performing in a timely and proper manner. By submitting a bill, the Contractor is certifying that all work was completed as directed and specified in the contract and/or by Village representatives. If it is determined by the Village that any or all work was not completed as stated by the Contractor, the Village shall meet with the Contractor to discuss recourse pertaining to the work. The recourse options shall include but are not limited to: 1) termination of the contract, 2) waiver of the Village's obligation to pay all of or a portion of the payment owed to the contractor.

Safety and Training

The Contractor shall ensure that all its employees or agents read and abide by all applicable laws, standards, and regulations that apply to the completion of the work, including, but not limited to, IDPH, EPA/IEPA, OSHA, IDOT, COOK COUNTY, MWRD, and IDOL as they pertain to the cleaning service operations, as well as, by general regulations and standards of the industry and in accordance with all applicable federal, state, county and Village laws and rules.

The Contractor shall abide by all safety standards and regulations provided by OSHA. The Contractor shall assume full responsibility for any training and compliance.

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.

The Contractor shall not have open code or building violations, or other outstanding items with the Community Development Department.

Terms and Renewal of Contract

The term of this contract shall be a one-time contract, ending on December 31, 2026, after the notice to proceed date, unless the contract is terminated pursuant to the terms herein or an extension is required based on the progression of work.

Termination or Suspension for Convenience

The Village reserves the right, for its convenience, to terminate or suspend the Work in whole or in part at any time by written notice to Contractor. Every such notice must state the extent and effective date of such termination or suspension. On such effective date, the Contractor must, as and to the extent directed, stop Work under this Contract, cease all placement of further orders or subcontracts, terminate or suspend Work under existing orders and subcontracts, cancel any outstanding orders or subcontracts that may be cancelled, and take any action necessary to protect any property in its possession in which the Village has or may acquire any interest and to dispose of such property in such manner as may be directed by the Village.

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 Replacement 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

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

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

B. Workers’ Compensation and Employers Liability Coverage

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

C. All Coverages

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

V. ACCEPTABILITY OF INSURERS

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

VI. VERIFICATION OF COVERAGE

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

VII. SUBCONTRACTORS

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

VIII. ASSUMPTION OF LIABILITY

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

IX. NO PERSONAL LIABILITY

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

Law and Venue

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

Non-appropriation

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

Oral Statements

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

Permits, Licenses

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

Protection and Restoration of Property

The Contractor shall take all necessary precautions for the protection of corporate or private property. The Contractor is responsible for the damage or destruction of real or personal property resulting from neglect, misconduct or omission in 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 on December 31, 2026, after the notice to proceed date, unless the contract is terminated pursuant to the terms herein or an extension is required based on the progression of work.

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.

Safe-Way Truck
Contractor

Date: 8/26/26

Attest 

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

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



Contractor

DATED: 8/26/26

ATTEST:



EXCEPTIONS TO THIS BID (THIS PAGE MUST ACCOMPANY BID)

Exhibit A

Agreement

This Agreement (the "Agreement") made this the ____ day of **September** in the year **2026** by and between the Village of Western Springs, Illinois, 740 Hillgrove Avenue, Western Springs, Illinois, 60558 (the "Village") and _____ (the "Contractor"). The Village and the Contractor are at times referred herein, individually, as the "Party" and, collectively, as the "Parties".

The Village and Contractor agree as set forth below:

1. For the financial consideration hereinafter set forth, the Contractor agrees to furnish and provide and install all commercially necessary labor, materials, equipment and services and to do all other activities commercially required (the "Work") to complete the 2026 Tuckpointing as set forth in the contract requirements, a copy of which is attached here to as exhibit 1 dated August 13, 2026 and as agreed to in the Contractor's Proposal dated August 27, 2026.
2. The Contractor agrees to commence the Work on or after **October 1**, and will officially, diligently, and expeditiously conduct the Work in a commercially reasonable manner to complete the Work on or before **November 30**.
3. The Village shall pay the Contractor for the performance of the Work to complete 2026 Water Meter Replacement RFB a total dollar amount not to exceed _____ THOUSAND AND NO/100 DOLLARS (\$_____) in accordance with the Contractor's Proposal dated **August 27, 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 **August 13, 2026.**
 - B. Instructions to Bidders dated **August 13, 2026.**
 - C. Contractor's Proposal dated **August 27, 2026.**
 - D. Contractor's bid bond submitted by _____
in the amount of \$_____ dated **August 27, 2026.**
 - E. General Specifications and all additional provisions **August 27, 2026.**
 - F. Contractor's Drug Free Workplace Certification dated **August 27, 2026.**
 - G. Contractor's Certification Regarding Non-Payment of Compensation dated **August 27, 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:

Village of Western Springs

By: _____
(Name and Title)

By: _____
Heidi Rudolph, Village President

*Corporate Seal of corporation

*Village Seal

Attest:

By: _____
(Name and Title)

By: _____
Ed Tymick, Village Clerk

Exhibit B

CERTIFICATION OF ELIGIBILITY TO ENTER INTO PUBLIC CONTRACTS BY THE CONTRACTOR

I, _____, having being first

duly sworn, depose and state that I am the

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

and the authorized agent of _____, 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 _____ Project in the Village of Western Springs, and certifies on behalf of said company as follows:

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

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

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

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

By: _____
Name: _____
Title: Authorized Agent of Contractor

Subscribed and Sworn To
Before Me This _____ Day
Of _____, 20__.

Notary Public

Notary Public



AGENDA ITEM SUMMARY

BOARD OF TRUSTEES

Regular Meeting: September 14, 2026

AGENDA ITEM 9.D.

To: Board of Trustees

From: Diana Puga, Municipal Services Coordinator , Matthew Supert, Director of Municipal Services

CC: Ellen Baer, Village Manager

RE: Agreement with Riddiford Roofing for the Roofing Repair for Village Buildings and Garland/DBS Inc. for Roofing Materials through Omnia Partners Purchasing Cooperative (Discussion only)

Recommendation

The Properties and Recreation Committee reviewed this item at their meeting on September 9, 2026 and recommended the awarding of the 2026 Roofing Projects bid to Riddiford Roofing for an amount not to exceed \$141,260.00 for the labor and non-Omnia contract materials, and authorization of not-to-exceed cost of \$189,650.34 for roofing materials from Garland/DBS Inc., through Omnia Partners Purchasing Cooperative Contract #PW1925.

Summary

The Village budgeted for roofing repairs at Village Hall, the Historic Tower, Public Works, and Fire Station 2 (South Fire Station). The Village also partnered with Garland/DBS Inc. to assist with the preparation of the specifications for the roofing repairs, and for the purchase of roofing materials through Omnia Partners Purchasing Cooperative Contract #PW1925.

Garland/DBS Inc. has both assisted staff previously in the preparation of bid documents and has performed roof repairs at various Village facilities.

The Village issued an Invitation to bid on Friday, August 14. A mandatory pre-bid meeting was held on Tuesday, August 18, during which prospective contractors visited the worksites and had the opportunity to ask questions. On August 28, the Village received a total of five (5) bids. A summary of the bids is as follows:

	Labor & Non-Omnia Materials	Omnia Materials	All Base Bids	Alternate Bid	Total
F&G ROOFING	\$ 190,000.00	\$ 200,050.29	\$ 390,050.29	\$ 158,092.57	\$ 548,142.86
RIDDIFORD ROOFING	\$ 141,260.00	\$ 189,650.34	\$ 330,910.34	\$ 108,964.44	\$ 439,874.78
MALCOR ROOFING	\$ 154,870.00	\$ 213,129.18	\$ 367,999.18	\$ 123,479.25	\$ 491,478.43
DCG ROOFING	\$ 219,000.00	\$ 220,602.69	\$ 439,602.69	\$ 181,388.77	\$ 620,991.46

KNICKERBOCKER ROOFING	\$ 165,510.00	\$ 232,611.39	\$ 398,121.39	\$ 150,347.95	\$ 548,469.34
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After a review of the bids and the available budget, Village Staff recommends awarding the base bid for all three locations (Public Works, Historic Water Tower, and Train Station 2) to Riddiford Roofing for an amount not to exceed \$141,260.00. The companies who submitted bids have been vetted by and have previously worked with Garland/DBS, Inc and staff is confident Riddiford Roofing will complete the work in accordance to the bid specifications.

On August 10, the Village Board approved a resolution, R-26-3031, approving a waiver of the competitive bidding process and approval of a contract (#PW1925) through Omnia Partners with Garland/DBS Inc. for roofing supplies and services. The total cost for the purchase of roofing materials is \$189,650.34. The combined project total is \$330,910.34.

Financial Impact

Account 4104310 60015
Fund Capital
2026 Budget \$354,000.00
Project Cost \$330,910.34

Account 4104310 50320
Fund Capital
2026 Budget \$34,000.00
Project Cost \$330,910.34

Recommended Motion

I move to approve the agreement with Riddiford Roofing for an amount not to exceed \$141,260.00 for the labor and non-Omnia contract materials, and for roofing materials with Garland/DBS Inc. through Omnia Partners Purchasing Cooperative for an amount not-to-exceed \$189,650.34.

Strategic Plan Alignment

Infrastructure Improvements

File Attachments

1. 2026 Roofing - Riddiford Bid



To: Village of Western Springs,
740 Hillgrove Avenue,
Western Springs, Illinois, 60558-0528
August 28, 2026, 10:00AM

Bid Cover Sheet

Project: 2026 VARIOUS BUILDINGS – ROOF PROJECT
Project Location: VILLAGE OF WESTERN SPRINGS

Manager: Christopher Riddiford

Company: G.E. Riddiford Company, Inc.
2333 Hamilton Road
Arlington Heights, IL 60005



GREAT AMERICAN INSURANCE COMPANY

OHIO

BID BOND

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

CONTRACTOR:

(Name, legal status and address)

G. E. Riddiford Company, Inc.
2333 Hamilton Road
Arlington Heights, IL 60005

SURETY:

(Name, legal status and principal place of business):

Great American Insurance Company
301 East Fourth Street
Cincinnati, OH 45202

OWNER:

(Name, legal status and address)

Village of Western Springs, Illinois
740 Hillgrove Avenue

Western Springs, IL 60558

BOND AMOUNT: \$ 10% Ten Percent of Amount Bid

PROJECT:

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

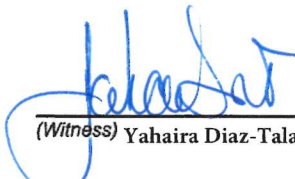
2026 Various Buildings - Roof Project, Village of Western Springs, IL

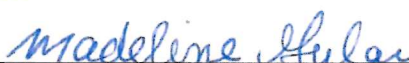
The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the 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 requirements shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 28th day of August, 2026.


(Witness) Yahaira Diaz-Talavera


(Witness) Madeline Gulan



G. E. Riddiford Company, Inc.

(Principal)

By:

(Title) Christopher Riddiford, Vice President

GREAT AMERICAN INSURANCE COMPANY

(Surety)

By:

(Attorney-in-Fact) Nancy Jirku

The Company executing this bond vouches that this document conforms to American Institute of Architects Document A310 - 2010 Edition

GREAT AMERICAN INSURANCE COMPANY®

Administrative Office: 301 E 4TH STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

The number of persons authorized by
this power of attorney is not more than 1

No. Bid Bond

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

Name	Address	Limit of Power
Nancy Jirku	214 Senate Ave., Suite 300 Camp Hill, PA 17011	\$100,000,000

Principal: G. E. Riddiford Company, Inc.
Obligee: Village of Western Springs, Illinois

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 28th day of August, 2026.

Attest

GREAT AMERICAN INSURANCE COMPANY



My L C. B.

Assistant Secretary

John K. Webster

Divisional Senior Vice President

STATE OF OHIO, COUNTY OF HAMILTON - ss:

JOHN K. WEBSTER (877-377-2405)

On this 28th day of August, 2026, before me personally appeared JOHN K. WEBSTER, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.



SUSAN A KOHORST
Notary Public
State of Ohio
My Comm. Expires
May 18, 2030

Susan A Kohorst

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

RESOLVED: That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisional Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATION

I, STEPHEN C. BERAHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this 28th day of August, 2026.



My L C. B.

Assistant Secretary



II. Proposal

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

RE: 2026 VARIOUS BUILDINGS – ROOF PROJECT

1. The specifications and directions for the proposed service are those prepared by the Village of Western Springs and designated as Special Provisions and which cover the work described in said document and the "Agreement."
2. In submitting this proposal, the undersigned declares that the only persons or parties interested in the proposal as principals are those named herein; and that the proposal is made without collusion with any other person, firm, or corporation.
3. The undersigned further understands and agrees that if this proposal is accepted, the undersigned is to furnish and provide all necessary equipment, machinery, tools, apparatus and other means of maintenance, and to do all of the work and perform all the services, and to furnish all of the materials specified in the bid documents in the manner and at the time therein prescribed, and in accordance with the requirements therein set forth.
4. The undersigned further agrees to execute an Agreement for this work and present the same to the Village within seven (7) days after the date of notice of the award of the Agreement to the Contractor.
5. The undersigned further agrees that he and his surety will execute and present within seven (7) days after the date of notice of the award of Agreement the performance and labor and materials payment bonds in a form satisfactory to the Village of Western Springs, in the amount of one hundred percent (100%) of the contract sum guaranteeing the faithful performance of the work in accordance with the terms of the bid documents.
6. The undersigned further agrees to be available to begin work by **October 1, 2026**, as provided for in the Agreement, unless otherwise agreed to by the Village, and to prosecute the work in such manner and with sufficient materials, equipment, and labor as will insure the providing of specified service within the time limit specified herein, it being understood and agreed that the providing of the specified service within the time limit and according to the maintenance schedule is an essential part of the Agreement.
7. This 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

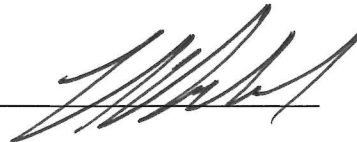
the amount of the bid bonds shall become the property of the Village, and shall be considered as payment of damages due to delay and other causes suffered by the Village because of failure to execute said Agreement or provide the required performance and payment bonds; otherwise said bid security shall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

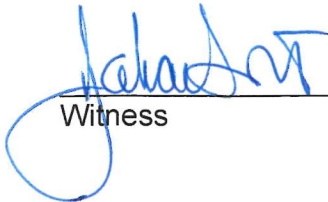
ATTACH BID SECURITY HERE

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.

8/28/2026
Date

G. E. Riddiford Company, Inc.
Proposed Contractor (Bidder)




Witness

III. Contact Information

All questions concerning this Bid 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, (Roof Replacement) and Bidder's name as follows: Village of Western Springs, Village Hall, 740 Hillgrove Ave, Western Springs, IL 60558.

IV. 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	Friday, August 14, 2026
RFB Questions Due	12:00 PM on Friday, August 21, 2026
Bids Due Date	10:00 AM on Friday, August 28, 20206
Village Board Selection of Qualified, Responsive Bidder	September 2026
Notice to Proceed	After October 1, 2026

V. Statement of Qualifications

The undersigned certified under oath that the information provided herein is true and sufficiently complete so as not to be misleading.

Submitted to: _____

Submitted by: Firm Name: _____
G. E. Riddiford Company, Inc.

Address: _____
2333 Hamilton Road
Arlington Heights, IL
60005

Principal Office Location: _____
2333 Hamilton Road
Arlington Heights, IL
60005

Qualification Statement Submitted for - Project Name

The Village of Western Springs
2026 Various Buildings – Roofing Project

Type of Work:

Site Preparation	☐
General Construction	☐
Roofing	☒
Plumbing	☐
HVAC	☐
Sprinkler	☐
Electrical	☐
Other	☐

(File separate form for each classification of work)

Organization:

Please provide the following information concerning your organization:

Type of Entity:

Corporation	☒
Partnership	☐
Individual	☐
Other	☐

Name of Principal, Owners or Partners

<u>Name</u>	<u>Position</u>	<u>Years of Service with Organization</u>
George E. Riddiford	President	62 years
Patricia A Riddiford	Secretary	62 years
Joseph G. Riddiford	Vice President	30 years
Christopher Riddiford	Vice President	30 years

Number of years this organization has been in business? 62

Have members of this organization operated under former names/businesses? If "yes," list name, type of entity and names of principal, owners or partners. Yes ☐ No ☒

Provide a brief description of the general type of construction the firm performs. Please indicate for this project the work you intend to subcontract or perform.

	<u>Perform</u>	<u>Subcontract</u>
Earth Work	☐	☒
Concrete Work	☐	☒
Masonry Work	☐	☒
Structural Work	☐	☒
Roofing Work	☒	☐
Sprinkler	☐	☒
Plumbing	☐	☒
HVAC	☐	☒

Electrical

☐☒

Experience

Please list the type and number of government, educational or commercial projects your firm has constructed which were subject to the Owner Guidelines and other Illinois regulatory agency construction requirements:

<u>Type</u>	<u>Number</u>
New Construction - Primary	<u>0%</u>
New Construction - Secondary	<u>10%</u>
Renovations - Primary	<u>60%</u>
Renovations - Secondary	<u>30%</u>

Please list on a separate sheet marked "Appendix A" the major construction projects your organization has in progress providing the name of project, owner, architect, contract amount, bonding company, insurance carrier, percentage complete and scheduled completion date.

Please list on a separate sheet marked "Appendix B" the major projects your organization has completed in the past five years, giving the name of project, owner, architect, contract amount, bonding company, date of completion and percentage of the cost of the work performed with your own forces.

Insurance and Bonds

Please list names of current insurance carrier and number of projects insured by carrier:

CNA Insurance

Please list names of bonding company/agent utilized for projects constructed during the last five years:

Great American Insurance Company

Claims and Suits

Has your organization ever failed to complete and construction work it has been awarded?

Yes ☐

No ☒

Within the last five years, has any officer or principal of your organization ever been an officer or principal of another organization when it failed to complete a construction contract?
(If the answer is yes, please describe in full.)

Yes ☐ No ☒

Has there been in the last ten years, or is there now pending or threatened, any litigation, arbitration, investigation, or governmental or regulatory proceeding involving claims in excess of \$100,000 or requesting a declaratory judgment or injunctive relief with respect to the construction or operation of any building which your firm, its principals, predecessors or affiliates constructed?

Yes ☐ No ☒

Are all city, county, state and Federal taxes of any type, including real estate, FICA and Workmen's Compensation paid to date?

Yes ☒ No ☐

Is there any potential claim, demand, litigation, arbitration, investigation, governmental proceeding or regulatory proceeding involving your firm, or its principals, predecessors or affiliates? If the answer to either of the preceding questions is "Yes," please describe in full in an attachment.

Yes ☐ No ☒

In addition to the litigation, arbitration, investigation or governmental or regulatory proceeding referred to in the preceding paragraphs, is there any litigation, arbitration, investigation or governmental or regulatory proceeding now pending or threatened to which your firm is or may be a party, or are you aware of any potential claim or demand, which might otherwise affect the capacity of your firm to perform with respect to your involvement with the Owner, whether or not it concerns other work which you have undertaken? If so, please describe in full.

Yes ☐ No ☒

Bankruptcy

Has your firm, its principals, predecessors, or affiliates been the subject of any proceeding under the federal bankruptcy laws or any other proceedings under state or federal law in which a court or government agency has assumed jurisdiction over any of the firm's assets or business?

of your firm, its principals, predecessors or affiliates? If so, please identify the proceedings, the court or governmental body and the date such jurisdiction was assumed in an attachment.

Yes ☐ No ☒

Change Order History

Describe each instance within the last five (5) years where change orders applied for during construction amounted in the aggregate to more than five percent (5%) of the contract price for any building which your firm constructed, or in which actual construction costs exceeded the contract price by more than five percent (5%) in an attachment.

Financial Condition

Current assets (e.g., cash, joint venture accounts, receivable, accrued income, deposits, materials inventory and prepaid expenses):

Net Fixed Assets:

Other Assets:

Current Liabilities (e.g., accounts payable, notes payable, accrued expenses, provision for income taxes, advances, accrued salaries and accrued payroll taxes): List all older than 60 days.

Other Liabilities (e.g., capital stock, authorized and outstanding shares per values, earned surplus and retained earnings):

Name and address of firm preparing attached financial statement and date thereof.

References

Please list below Trade References:

Metal Works of Chicago, Arthur Jazowski (847) 690-0658

Another Plumbing Company, (815) 475-5988

Please list below Bank References:

J P Morgan Chase

Andrew Salski P: 847-466-3650 C: 312-758-9156 E: Andrew.P.Salski@Chase.com

600 N. Meacham Road, Floor 3, Schaumburg, IL 60173

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.

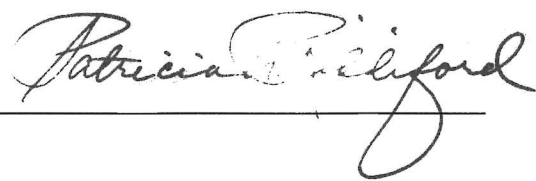
Failure to abide by this certification shall subject the Contractor to the penalties provided in Illinois Compiled Statutes, Chapter 30, Act 580, Paragraph 6.

G. E. Riddiford Company, Inc.

Contractor

Date: 8/28/2026

Attest

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

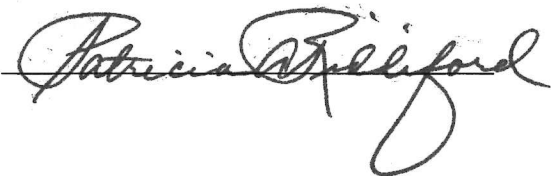
G. E. Riddiford Company, Inc. hereby certifies that neither it nor any of its affiliated companies, nor any of its agents, employees or representatives offered or paid any type of compensation or commission to any third party, including any official of the Village of Western Springs, Illinois, to influence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



Contractor

DATED: 8/28/2026

ATTEST:



Patricia Riddiford

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.

Roofs Bid: Public Works
 Water Tower
 South Fire Station – Center roof

Project Reference: Village of Western Springs
 Ref. Various Buildings – Roof Project

Attn: Matt Supert – Director of Municipal Services

Deliver Bids To: Western Springs Village Hall
 740 Hillgrove Ave.
 Western Springs, IL 60558

BE SURE TO ATTACH ALL PAGES OF BID FORMS.

BE SURE TO ATTACH ANY ADDENDUMS.

MARK OUTSIDE OF ENVELOPE TO SPECIFY ROOF BID.

DO NOT FAIL TO SIGN YOUR BID.

DO NOT HAVE ANY ERASURES OR ELIGIBLE/CONFLICTING NUMBERS.

CALENDER DAYS REQUIRED TO COMPLETE WORK: 20

NUMBER OF DAYS BID IS VALID: 60

EARLIEST OR PREFERRED START DATE: 9/1/26

DATED THIS 27th DAY OF August 2026

The bidder in response to your invitation to bid, has carefully examined the site of the proposed work and Contract Documents. The bidder hereby proposes to furnish all labor, non US Communities materials, supplies and services required, in the manner prescribed therein and to the standards of quality and performance established by the Specifications, within the price stated herein for each of the items or combination of items stipulated.

This bid proposal is hereby presented to the Village of Western Springs for the Base Bid, Alternate #1 including all other work associated, by:

PURSUANT TO THE AUTHORITY OF:

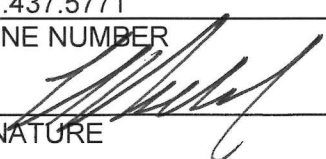
G. E. Riddiford Company, Inc.
COMPANY NAME

2333 Hamilton Road
COMPANY ADDRESS

Arlington Heights, IL 60005
CITY, STATE, ZIP CODE

847.437.5771 847.437.5961
PHONE NUMBER FAX NUMBER

BY:

 Vice President
SIGNATURE TITLE

Christopher Riddiford
PRINT OR TYPE SIGNATURE

Base Bid #1: Public Works – Roof Area 1 – Roof Restoration

\$56,540.00
(Indicate permits, bonds, labor and non-Garland materials needed for roof restoration)

Alternate Bid #1: Public Works – Roof Area 2 – Roof Restoration

\$28,620.00
(Indicate permits, bonds, labor and non-Garland materials needed for roof restoration)

Base Bid #2: Water Tower – Roof Replacement:

\$67,735.00

(Indicate permits, bonds, labor and non-Garland materials needed for roof replacement)

Base Bid #3: South Fire Station – Center Roof – Roof Restoration:

\$16,985.00

(Indicate permits, bonds, labor and non-Garland materials needed for roof restoration)

ADDENDUM TO BID PACKAGE: **Base Bid #1**

It is the intent of [Village of Western Springs] ("Agency") to purchase materials for the Recreation Center Roof Replacement Project ("Project") located at Western Springs, IL 60558 directly from Garland/DBS, Inc., based upon the Agency's participation in the Omnia Partners™ Government Purchasing Alliance's program for Roofing Supplies and Related Products and Services, as priced by and awarded to Garland/DBS, Inc., resulting from the competitively solicited Sealed Bid # PW-1925 issued by the Racine County, WI.

As a bidder on the Project, you are required to fill in your order quantities for the following materials as listed below:

Product #	Product Name	Unit / Size	Coverage Rate	Quantity
4383	SBS Modified Bitumen Cap Sheet for Repairs	.75 SQ Roll	75 sf	2
7635-5	Water based primer for new membrane	5 GAL PAIL	0.5 gal./sq.	1
7847-KIT	2-part, Fire Rated polyurea coating Liquitex - gray	4.5 GAL PAIL	6 GAL/SQ total	133
4876	Grip Polyester Soft	10 SQ Roll	1,000 sq. ft./roll (324' x 3'4")	10
4876-12	Grip Polyester Soft	3 SQ Roll	300 sq. ft./roll (300' x 12")	2
7815-3	2 part Liquid Flashing	3 Gal	2Gal/Fabric/2Gal	6
4840-6	6" Mesh	.75 SQ Roll	75 sq. ft./roll (150' x 6")	2

PLEASE NOTE:

1. It is the responsibility of the bidder to obtain any product-related information from the Garland representative prior to bid submission.
2. The bidder takes full responsibility for the material quantities entered above. Any additional materials required to complete the Project, over and above the quantities submitted by the bidder in this addendum, will be billed to the bidder directly and will not be the responsibility of the Agency.
3. Material quantities will be cross-referenced to an expected Project take-off to verify accuracy. Any bids that have material quantities substantially below or above the anticipated requirements for the Project will be rejected unless a detailed explanation is provided.

ADDENDUM TO BID PACKAGE: **Alternate Bid #1**

It is the intent of [Village of Western Springs] ("Agency") to purchase materials for the Recreation Center Roof Replacement Project ("Project") located at Western Springs, IL 60558 directly from Garland/DBS, Inc., based upon the Agency's participation in the Omnia Partners™ Government Purchasing Alliance's program for Roofing Supplies and Related Products and Services, as priced by and awarded to Garland/DBS, Inc., resulting from the competitively solicited Sealed Bid # PW-1925 issued by the Racine County, WI.

As a bidder on the Project, you are required to fill in your order quantities for the following materials as listed below:

Product #	Product Name	Unit / Size	Coverage Rate	Quantity
4383	SBS Modified Bitumen Cap Sheet for Repairs	.75 SQ Roll	75 sf	1
7635-5	Water based primer for new membrane	5 GAL PAIL	0.5 gal./sq.	1
7847-KIT	2-part, Fire Rated polyurea coating Liquitex - gray	4.5 GAL PAIL	6 GAL/SQ total	67
4876	Grip Polyester Soft	10 SQ Roll	1,000 sq. ft./roll (324' x 3'4")	6
4876-12	Grip Polyester Soft	3 SQ Roll	300 sq. ft./roll (300' x 12")	0
7815-3	2 part Liquid Flashing	3 Gal	2Gal/Fabric/2Gal	4
4840-6	6" Mesh	.75 SQ Roll	75 sq. ft./roll (150' x 6")	1

PLEASE NOTE:

1. It is the responsibility of the bidder to obtain any product-related information from the Garland representative prior to bid submission.
2. The bidder takes full responsibility for the material quantities entered above. Any additional materials required to complete the Project, over and above the quantities submitted by the bidder in this addendum, will be billed to the bidder directly and will not be the responsibility of the Agency.
3. Material quantities will be cross-referenced to an expected Project take-off to verify accuracy. Any bids that have material quantities substantially below or above the anticipated requirements for the Project will be rejected unless a detailed explanation is provided.

ADDENDUM TO BID PACKAGE: **Base Bid #2**

It is the intent of [Village of Western Springs] ("Agency") to purchase materials for the Recreation Center Roof Replacement Project ("Project") located at Western Springs, IL 60558 directly from Garland/DBS, Inc., based upon the Agency's participation in the Omnia Partners™ Government Purchasing Alliance's program for Roofing Supplies and Related Products and Services, as priced by and awarded to Garland/DBS, Inc., resulting from the competitively solicited Sealed Bid # PW-1925 issued by the Racine County, WI.

As a bidder on the Project, you are required to fill in your order quantities for the following materials as listed below:

Product #	Product Name	Unit / Size	Coverage Rate	Quantity
7350-10	Self-adhered, roof underlayment	2 SQ. Roll	200 sq. ft./roll (73' x 36")	10
4125	Self Adhered Mineral Surfaced Cap Sheet	1 SQ Roll	100 sf	10
4114	HPR SA FR Base Sheet	1.5 SQ Roll	150 sf	8
7303-5	Silver mastic for flashing seams	5 Gal	1 gal/7lr. ft.	10

PLEASE NOTE:

1. It is the responsibility of the bidder to obtain any product-related information from the Garland representative prior to bid submission.
2. The bidder takes full responsibility for the material quantities entered above. Any additional materials required to complete the Project, over and above the quantities submitted by the bidder in this addendum, will be billed to the bidder directly and will not be the responsibility of the Agency.
3. Material quantities will be cross-referenced to an expected Project take-off to verify accuracy. Any bids that have material quantities substantially below or above the anticipated requirements for the Project will be rejected unless a detailed explanation is provided.

ADDENDUM TO BID PACKAGE: **Base Bid #3**

It is the intent of [Village of Western Springs] ("Agency") to purchase materials for the Recreation Center Roof Replacement Project ("Project") located at Western Springs, IL 60558 directly from Garland/DBS, Inc., based upon the Agency's participation in the Omnia Partners™ Government Purchasing Alliance's program for Roofing Supplies and Related Products and Services, as priced by and awarded to Garland/DBS, Inc., resulting from the competitively solicited Sealed Bid # PW-1925 issued by the Racine County, WI.

As a bidder on the Project, you are required to fill in your order quantities for the following materials as listed below:

Product #	Product Name	Unit / Size	Coverage Rate	Quantity
4383	SBS Modified Bitumen Cap Sheet for Repairs	.75 SQ Roll	75 sf	1
7635-5	Water based primer for new membrane	5 GAL PAIL	0.5 gal./sq.	1
7847-KIT	2-part, Fire Rated polyurea coating Liquitex - gray	4.5 GAL PAIL	6 GAL/SQ total	14
4876	Grip Polyester Soft	10 SQ Roll	1,000 sq. ft./roll (324' x 3'4")	1
4876-12	Grip Polyester Soft	3 SQ Roll	300 sq. ft./roll (300' x 12")	1
7815-3	2 part Liquid Flashing	3 Gal	2Gal/Fabric/2Gal	2
4840-6	6" Mesh	.75 SQ Roll	75 sq. ft./roll (150' x 6")	1

PLEASE NOTE:

1. It is the responsibility of the bidder to obtain any product-related information from the Garland representative prior to bid submission.
2. The bidder takes full responsibility for the material quantities entered above. Any additional materials required to complete the Project, over and above the quantities submitted by the bidder in this addendum, will be billed to the bidder directly and will not be the responsibility of the Agency.
3. Material quantities will be cross-referenced to an expected Project take-off to verify accuracy. Any bids that have material quantities substantially below or above the anticipated requirements for the Project will be rejected unless a detailed explanation is provided.

EXCEPTIONS TO THIS BID (THIS PAGE
MUST ACCOMPANY BID)

Agreement

Agreement made this the 28th day of August in the year 2026 by and between the Village of Western Springs, Illinois, 740 Hillgrove Avenue, Western Springs, Illinois, hereinafter called "Village" and hereinafter called "Contractor".

The Village and Contractor agree as set forth below:

1. The Contractor, for the consideration hereinafter set forth, hereby agrees to and with the Village, that it will furnish and provide all labor, materials, equipment and services and do all else required to provide **Various Buildings Roof Project, a copy of which is attached here to as exhibit 1.**
2. The Contractor agrees that he will be available to commence work on or before **October 1, 2026** and will officially, diligently and expeditiously conduct the work in a manner so as to assure completion by **December 31, 2026.**
3. The Village shall pay the Contractor for the performance of the Project work based on the Schedule of Bid Prices dated August 28, 2026, a copy of which is attached hereto and incorporated into this Agreement as Exhibit A, subject to further additions and deductions as may be agreed upon in accordance with the terms of the contract documents. Payment shall be made monthly in accordance with the provisions of the Local Government Prompt Payment Act.
4. The Contractor represents and warrants that he will comply with the applicable state and federal laws concerning prevailing wage rates and all applicable state and federal laws and requirements concerning equal opportunities. If the Department of Labor revises the prevailing rate of hourly wages to be paid by the Village, the revised rate shall apply to this contract and any related sub-contractor contracts. The prevailing rate of wages is subject to revision from time to time by the Department of Labor and are available on the Department's official website.
5. This Agreement shall embrace and include all the contract documents which are as follows:
 - A. Legal Notice (Advertisement for Bid) published on **August 14, 2026.**
 - B. Instructions to Bidders dated **August 14, 2026.**
 - C. Proposal dated **August 28, 2026.**
 - D. Schedule of Bid Prices submitted by G. E. Riddiford Company, Inc. dated **August 28, 2026.**
 - F. Specifications and all additional provisions **August 28, 2026.**

- G. Contractor's Drug Free Workplace Certification dated **August 28, 2026.**
- H. Contractor's Certification Regarding Non-Payment of Compensation dated **August 28, 2026.**
- I. Contractor certifications including Certification of Eligibility to Enter into Public Contracts.
- J. Required Performance and Payment Bonds.
- K. Required Insurance Certificates.

All of the above contract documents are made a part of this Agreement and are incorporated herein by reference or attached hereto.

This agreement executed on the day and year first written above.

Contractor: G. E. Riddiford Company, Inc.

Village of Western Springs

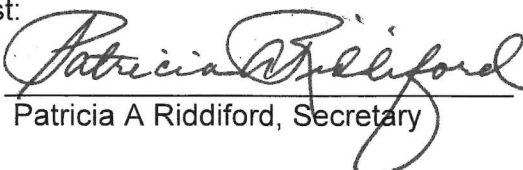
By: 
Christopher Riddiford, Vice President

By: _____
Heidi Rudolph, Village President

*Corporate Seal of corporation

*Village Seal

Attest:

By: 
Patricia A Riddiford, Secretary

By: _____
Ed Tymick, Village Clerk

EXHIBIT B

CERTIFICATION BY THE CONTRACTOR

I, Christopher Riddiford, having being
first duly

sworn, depose and state that I am the

Vice President

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

and the authorized agent of G. E. Riddiford Company, Inc., which has
submitted a proposal to, and is entering into a contract with, the Village of Western Springs
2026 Various Buildings –
for the performance of work in relation to the Roofing Project in the Village
of Western Springs, and hereby certify on behalf of said company as follows:

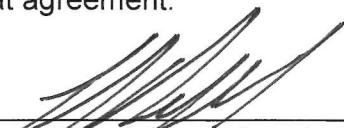
1. That said company is not barred from contracting with the Village as a result of
a violation of either Section 33E-3, or 33E-4 of the Illinois Criminal Code, or of any similar
offense of "bid-rigging" or "bid-rotating" of any state or of the United States.

2. That said company shall comply with all applicable provisions of the Illinois
Human Rights Act and has a written sexual harassment policy in full compliance with that Act.

3. That said company is not delinquent in the payment of any tax administered by
the Illinois Department of Revenue or,

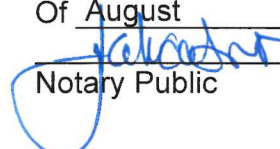
(a) is contesting such liability or the amount of tax in accordance with procedures
established by the appropriate revenue act, or

(b) has entered into an agreement with the Department of Revenue for payment of
all taxes due and is in compliance with that agreement.



Signature of Authorized Agent of Contractor

Subscribed and Sworn To
Before Me This 28th Day
Of August, 2026.



Notary Public





To Whom It May Concern:

G. E. Riddiford Company annual financial reports are considered highly confidential information. Unfortunately, in the past, we have experienced a situation where this information was shared and not used for the intended purpose of prequalification. As a result, Company policy does not allow for this information to be uploaded to a website or portal where there is no control over the security and access to this confidential information. We do however want to cooperate in the prequalification process and will send this report directly to an individual whose sole responsibility is to review the report and prequalify our firm. Please send a request to Greg Carlson at greg@riddiford.com. Please provide a way in which this information can be transmitted securely to the specific individual who will review and prequalify our firm. I may also be reached at (847) 378-6012 should there be any questions.

Sincerely

A handwritten signature in black ink that reads "Greg Carlson". The signature is written in a cursive, flowing style.

Greg Carlson
Manager



AGENDA ITEM SUMMARY

BOARD OF TRUSTEES

Regular Meeting: September 14, 2026

AGENDA ITEM 9.E.

To: Board of Trustees

From: Nancy Flores, Interim Director of Recreation

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

RE: Change Order to the Recreation Center Office Furniture - Omnia Partners Purchasing Cooperative (Omnibus Item)

Recommendation

The Properties and Recreation Committee reviewed this item at their meeting on September 9, 2026 and recommended the approval of a change order in the amount of \$1,185.00 for to the agreement with Henricksen of Oak Brook, IL through Omnia Partners purchasing cooperative for the Recreation Center furniture and counter.

Summary

The Recreation Department budgeted for the replacement of office furniture in the main offices of the Recreation Center and the Grand Avenue Community Center Senior Center. The furniture replacement allows for the reorganization of the space to better suit the needs of the Department while supporting the new technology and ergonomic needs. The Village Board approved the purchase in March 2026 and entered into a contract with Henricksen through Omnia Partners, a cooperative purchasing group. Omnia conducts a competitive bidding process for various goods and services, resulting in pre-negotiated contracts that eliminate the necessity for separate bids on specific projects.

Attached for consideration is a change order to improve the counter space at the Recreation Center to include a panel that provides counter space at an accessible height. The additional space will enhance the welcoming environment for all community members and remove physical barriers for people with disabilities and those who are seated.

Financial Impact

Account 6605 210 60015 (BLDG & BLDG IMPROVEMENTS)

Fund Building Services/Grand Avenue Community Center

2026 Budget \$40,000

Project Cost Previously approved \$38,255.50 and change order \$1,185.00

Recommended Motion

I move to approve a change order in the amount of \$1,185.00 for the agreement with Henricksen of Oak Brook, IL through Omnia Partners purchasing cooperative for the Recreation

Center furniture and counter.

Strategic Plan Alignment

Organizational Development

File Attachments

1. VOWS ADA COUNTER CV 26080371 8.18.26
2. Ordinance No. 26-re Approving and Authorizing Change Order to Henrickson Quote (BOT Appr. 8.10.26)(2155840.1)



Quote

Quoted To:

VILLAGE OF WESTERN SPRINGS
740 HILLGROVE AVE

WESTERN SPRINGS, IL 60558

Account Executive:

MICHAEL BACHENBERG
M.BACHENBERG@HENRICKSEN.COM
312.259.7999

Date: 8/18/2026

Quote # 26080371

CORIAN TRANSACTION TOP

Ship To:

VILLAGE OF WESTERN SPRINGS

1500 WALKER ST
WESTERN SPRINGS, IL 60558

Project Coordinator:

HEATHER SALO
H.SALO@HENRICKSEN.COM
000.000.0000

#	MFG	QTY	MODEL	DESCRIPTION	UNIT	EXTENDED
1	SUBB	1		Corian transaction top 24"L x 5-1/2"W x 1-1/2"T	\$985.00	\$985.00
			*	COLOR: Corian Aurora		
			*	Back piece 24"L x 9-1/4"W x 1-1/2"T		
2	SUBB	1	FREIGHT	SUBURBAN LAMINATE PLUS FREIGHT	\$200.00	\$200.00
Total:						\$1,185.00

50% Down Payment Required Upon Order Placement

We appreciate the opportunity to be of service to your organization. Respectfully submitted by Henricksen.

Due to the potential of tariffs and changes in trade regulations, prices are subject to change. We strive to maintain stable pricing but may need to adjust based on evolving costs not under our control. Thank you for your understanding.

Please sign below accepting Terms & Conditions authorizing Henricksen to proceed with order placement.

Signature:  Organization: Village of Western Springs Date: 08/18/2026

Terms + Conditions

The Terms and Conditions of Sale apply to this contract and quotation unless amended or changed in writing and attached hereto.

1. Prices quoted are held for a period of 15 days.
2. Installation pricing is based upon non-union labor rates, unless otherwise specified.
3. Freight, delivery, installation, and taxes are not included in the price of the products and will be added to invoices, if applicable.
4. A 50% deposit shall be provided upon entering of any order. No interest shall accrue against such deposit. The remaining 50% of total will be invoiced upon product being shipped by manufacturer.
5. Terms of sale are net 15 days from date of invoices. Invoices will be tendered in full on all items received or being held at our warehouse. A service charge of 1.5% per month (18% annual percentage rate) will be added to all unpaid invoices beyond 30 days from invoice date. Payment by credit card will result in the additional costs to be passed on to the Customer.
6. Design and product application services are included in product pricing within two revisions. Additional design work is to be billed at an hourly rate.
7. No payment shall be withheld on any invoice beyond the selling price of the specific merchandise not delivered or subject to repair and/or replacement.
8. All sales are final. Orders cannot be cancelled except by mutual consent. Resulting cancellation and/or restocking charges imposed by the manufacturer shall be paid by the Customer.
9. All requests for changes in quantity or specification shall be in writing and are subject to our approval.
10. We will coordinate shipments to arrive just before the scheduled installation date and provide warehousing for merchandise shipped to our warehouse for a period of no greater than 30 days beyond the original installation date, without charge to you. Beyond 30 days, we will provide warehousing at a rate to be agreed upon.
11. Direct power connection to building circuitry to be provided through owner. Some facilities may require union electrician to hardwire building electric to furniture base feed and panel to panel electrical connections. Owner assumes the cost for any electrical permits that need to be pulled and additional labor required. Permit fees incurred for installing the furniture may result in an additional charge to the Customer.
12. In the event that construction delays or other causes not within our control force postponement of the installation, the merchandise will be stored until installation can be resumed and will be considered accepted by you for purpose of payment. In such event, you have the right to withhold 5% of the invoice amount against completion of delivery.
13. On direct shipments, not including installation, the Customer will receive and install. It will be Customer's responsibility to inspect the merchandise and file freight claims. We cannot be held liable for cost of repairs and/or replacement of damaged goods.
14. Delivery and installation will be made during normal working hours of 7:00 - 4:00. Additional labor costs resulting from overtime work performed at your request or after 4:00 and on weekends will be paid by the Customer.
15. Installation is to include merchandise purchased on this order only and does not include moving or handling of existing furnishings, machines, etc.
16. When furnishings are delivered and brought onto the job site, they shall be inspected and conditionally accepted by you. The responsibility for the security and the protection of the delivered goods shall pass to you. Any exceptions shall be reported in writing immediately.
17. The job site shall be clean, clear, and free of debris prior to installation. Exceptional delivery and installation encumbrances will result in extra charges. The job site shall also be free of the interference of all trades in the work areas.
18. Electric current, light, heat, hoisting and/or elevator service and suitable unobstructed dock space and secured staging areas will be furnished by the Customer without charge.
19. If staging / storage areas provided at the job site are inconveniently located, are on another floor from where the work is to be done, or if products must be walked up or down stairs, or if the merchandise must be moved due to the progress of other trades, or at your request or if we are required to move, or handle existing furniture, the additional cost of moving and transporting shall be paid by the Customer.
20. Our ability to erect or assemble furnishings is dependent upon jurisdictional agreements between trade unions at the job site. If trade regulations require employing tradesmen to complete the installation, the additional cost will be paid by the Customer.
21. We agree to completely install the furnishings according to the final floor plan. Any changes to the final plan will be provided prior to the installation date. Once the installation has begun, the Customer agrees to assume any expenses incurred by us due to changes made at your request or for any reason beyond our control. Work will not be completed until there is a signed change order to approve the work.
22. All furnishings will be left clean and in working order. All cartoning and packaging materials will be removed, and the premises will be left broom clean.
23. All furnishings are warranted to be free from defects in materials or workmanship for a period of twelve (12) months from date of delivery. We will arrange for the repair or replacement of defective items or those inadvertently damaged by us during installation. We will act as your agent in the event claims concerning damaged and/or defective materials and/or workmanship made within the warranty periods as stated by the particular manufacturer, supplier, or fabricator. There are no expressed or implied warranties.
24. No liability shall accrue against Henricksen as a result of any breach of these Terms and Conditions resulting from any strike, lockout, work stoppage, accident, act of God or other delays beyond our control. We do not assume any liability for consequential damages or loss of anticipatory profits resulting from the use of the merchandise or delay in its delivery and installation, or for the misuse or abuse by the Customer.
25. There are no express or implied warranties. All warranties (statutory, express or implied), including without limitation any warranty of fitness for a particular purpose, are specifically disclaimed. Any warranties by the manufacturer of the merchandise ("Manufacturer") are hereby assigned to the customer ("Customer") to the extent such warranties can be assigned. Any warranty claims by Customer must be brought against Manufacturer. All sales are final. All requests for changes in quantity or specification shall be in writing and subject to the approval of Manufacturer and/or Henricksen. Any resulting charges imposed by Manufacturer will be paid by Customer.

These Terms and Conditions of Sale supersede any terms and conditions appearing on the Customer's purchase order, or any other documents, and all verbal communications and/or understandings related thereto.





Banking Information

ACH or EFT Payments

Bank name and address:	Fifth Third Bank 38 Fountain Square Cincinnati, OH 45263
ACH or EFT Routing/ABA:	071923909
Our Account Number:	0069266999

Domestic Wire Transfer Payments and International Wire Transfers sent in US Dollars

Bank Name and address:	Fifth Third Bank 38 Fountain Square Cincinnati, OH 45263
Wire Transfer ABA:	042000314
Fifth Third Swift Code:	FTBCUS3C
For Credit To:	Henricksen & Company Inc 1301 W 22 nd St, Suite 1100 Oak Brook, IL 60523

International Wire sent in Foreign Currency

Information varies depending upon type of currency

Please send all remittance advice to: ACH@HENRICKSEN.COM

1301 W 22nd St, Suite 1100 Oak Brook, IL 60523	630.250.9090 henricksen.com
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ORDINANCE NO. 26-

VOTE:

AYES:

NAYS:

ABSENT:

ABSTAIN:

OTHER:

DATE: September 14th, 2026

**AN ORDINANCE APPROVING AND AUTHORIZING
THE EXECUTION OF CHANGE ORDER NO. 1 TO
THE VENDOR AGREEMENT AND PURCHASING
AGREEMENT WITH HENRICKSON FOR THE
PURCHASE OF OFFICE FURNITURE FOR THE
RECREATION CENTER INCREASING THE QUOTED
PRICE FROM \$38,255.00 TO \$39,440.00.**

WHEREAS, with the passage of Resolution No. 26-2990 dated March 23, 2026, the President and Board of Trustees of the Village of Western Springs (the "Village") approved purchase of office furniture for the Recreation Center and Grand Avenue Community Center Senior Center from Henricksen of Itasca, IL ("Contractor"), through Omnia Partners purchasing cooperative in the amount of \$38,255.50.

WHEREAS, an increase in the budgeted amount is necessary due to an additional purchase of an ADA accessible countertop and small table; and

WHEREAS, whenever a contract price increases by \$10,000.00 or more, a change order must be approved by the Corporate Authorities of the Village. To complete this Project, the Corporate Authorities of the Village are required to approve a change order to increase the Contract Price for this Project; and

WHEREAS, at an open, public meeting held on July 29, 2026, the Properties and Recreation Committee (the "Committee") reviewed the terms of attached Change Order No. 1 and received input from Village staff and provided an opportunity for public input on the matter, and then the Committee favorably recommended that the Village Board approve Change Order No. 1; and

WHEREAS, at an open, public meeting held on September 14, 2026, the Village Board reviewed the terms of the attached Change Order No. 1 and the Committee's recommendation, received input from the Village staff and provided an opportunity for input from the public on the matter, and then, at its September 14, 2026 meeting, the Village Board accepted the Committee's recommendation to approve Change Order No. 1; and

WHEREAS, based on the recommendations of Village staff, the Corporate Authorities of the Village make the following findings and determinations in accordance with 720 ILCS 5/33E-9 (Criminal Code; Change Order Statute) regarding changes to the Project Contract:

1. Change Order No. 1 (or a series of change orders) **does not** increase the Project Contract Price by Ten Thousand and 00/100 Dollars (\$10,000.00) or more.
2. Change Order No. 1 does not increase the Project Completion Date by thirty (30) days or more.
3. Change Order No. 1 (or a series of change orders): (a) is made necessary by circumstances not foreseeable at the time the Project Contract was signed; (b) is germane to the Project Contract as originally signed; and (c) is in the best interests of the Village.

In addition, the Corporate Authorities of the Village make the following finding and determination pursuant to Section 5 of the Public Works Contract Change Order Act (50 ILCS 525/5): the amount of Change Order No. 1 (or a series of change orders) does not increase the original Project Contract Price by 50% or more, and thus the Village is not obligated to re-bid the additional work proposed under Change Order No. 1.

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

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

Section 2: Approval and Execution of Change Order No. 1. The Corporate Authorities of the Village of Western Springs authorize the approval and execution of the attached Change Order No. 1 (**Exhibit "A"**) in the amount of \$1,185.00, which increases the total not-to-exceed contract price to **\$39,440.00** and direct the Village President and Village Clerk, or their designees, to execute Change Order No. 1 and any other necessary documents to implement Change Order No. 1.

Section 3: Approval and Authorization of Financial Expenditures and Other Documents. The President and Board of Trustees of the Village of Western Springs appropriate and authorize the expenditure of Village funds or funds from other legal Village sources to pay the Contractor to complete the Project in accordance with Change Order No. 1, and also authorize and direct the Village Manager, the Village Engineer and the Village Attorney, or their designees, to take all necessary actions to comply with the Village of Western Springs' obligations under Change Order No. 1. The Corporate Authorities of the Village authorize and direct the Village President, the Village Clerk, the Village Treasurer and the Village Engineer, or their designees, to execute, process and deliver such instruments necessary to comply with the authorization and direction set forth in this Ordinance.

Section 4: Delivery of Signed Documents. After approval and execution of this Ordinance and Change Order No. 1 by the Village President and Village Clerk, or their designees, the Village Clerk's Office shall arrange for the delivery of a certified copy of this Ordinance and executed versions of the attached Change Order No. 1 to the Clerk's office and Contractor for record retention purposes.

SECTION 5. Effective Date. This Ordinance shall be in full force and effect from and after its adoption, approval and publication in the manner provided by law.

PASSED by the Board of Trustees of the Village of Western Springs, Cook County, Illinois, at a Regular Meeting thereof, held on the 14th day of September, 2026, and approved by me as Village President, and attested by the Village Clerk, on the same day.

Heidi Rudolph, Village President

ATTEST:

Edward Tymick, Village Clerk

This Ordinance was published by me in pamphlet form on the ____ day of September, 2026.

Edward Tymick, Village Clerk

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

CLERK'S CERTIFICATE

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

ORDINANCE NO. 26-

AN ORDINANCE APPROVING AND AUTHORIZING THE EXECUTION OF CHANGE ORDER NO. 1 TO THE VENDOR AGREEMENT AND PURCHASING AGREEMENT WITH HENRICKSON FOR THE PURCHASE OF OFFICE FURNITURE FOR THE RECREATION CENTER INCREASING THE QUOTED PRICE FROM \$38,255.00 TO \$39,440.00

which was passed by a roll call vote of the Board of Trustees of the Village of Western Springs at a Regular Meeting held on the 14th day of September, 2026, at which meeting a quorum was present, and approved by the Village President of the Village of Western Springs on the 14th day of September, 2026.

I further certify that the vote on the question of the passage of the said Resolution by the Board of Trustees of the Village of Western Springs was taken by the Ayes and Nays and recorded in the Journal of Proceedings of the Board of Trustees of the Village of Western Springs, and that the result of said vote was as follows, to-wit:

AYES:

NAYS:

ABSENT:

I do further certify that the original Resolution, of which the attached is a true copy, is entrusted to my care for safekeeping, and that I am the lawful keeper of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Village of Western Springs, this ___ day of September, 2026.

Edward Tymick, Village Clerk

SEAL



AGENDA ITEM SUMMARY

BOARD OF TRUSTEES

Regular Meeting: September 14, 2026

AGENDA ITEM 9.F.

To: Board of Trustees

From: Mike Kenny, Recreation Supervisor - Athletics

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

RE: Agreement with Best Officials for Officiating Travel and Recreation Basketball Programs (Discussion only)

Recommendation

The Properties and Recreation Committee reviewed this item at their meeting on September 9, 2026 and recommended the approval of agreement with Best Officials for Officiating Travel and Recreation Basketball Programs.

Summary

The Recreation Department's travel and recreational basketball leagues operate annually from early November through March with approximately 460 games played. To maintain high standards of officiating and player safety, the Village requires reliable officials for youth recreational and travel basketball.

The Village issued a Request for Proposal (RFP) on August 17, 2026 to contract for high quality officials. The Recreation Department staff sent the RFP to three reputable companies in our area including; Official Finders, Best Officials and Next Level Officiating. The RFP was also posted on the Village website. On September 3, 2026, the Village received just one (1) proposal. A summary of the submittals are as follows:

Best Officials

Game Type and Rate per Official

60-Minute Basketball Official \$48 Per Official

75-Minute Basketball Official \$59 Per Official

Travel Basketball Official \$53 Per Official

Single Game Assignment +\$10 Per Official

Rates include scheduling, assignment coordination, official communication, replacement coverage, and administrative management associated with the officiating services. There will be no additional administrative or scheduling fees.

The Recreation Department staff reviewed the proposal based on the following criteria:

- Experience & Qualifications
- Pricing
- Staffing Capacity & Availability
- Professionalism & Uniforms
- References & Client Feedback

The Village of Western Springs Recreation Department has used Best Officials in the past. They have a proven track record of providing reliable, quality IHSA patched officials, dressed in uniform, while also providing responsive solution management when needed.

Financial Impact

Travel Basketball Officials

Account 6602210

Fund 53737

Budget \$27,000

Recreation Basketball Officials

Account 6602210

Fund 55504

Budget \$9,500

Total Budget \$36,500

There will be off-setting revenue to cover all expenses. This item will also be included in the FY27 budget for services rendered in the second half of the basketball season.

Recommended Motion

I move to approve a contract with Best Officials for officiating travel and recreation basketball programs offered by the Recreation Department.

Strategic Plan Alignment

Public Safety and Community Engagement

File Attachments

1. Request for Proposal

Request for Proposal – Sports Officials 2026 for Village of Western Springs

My name is Brian Panek, and I am the owner of Best Officials. I am excited to submit this proposal and appreciate the opportunity to be considered to continue to provide basketball officiating services to the Village of Western Springs.

Since running Best Officials, I have taken great pride in building strong relationships with recreational agencies and providing dependable, professional officials for their programs. I believe my experience, network of officials, and commitment to responsive service make Best Officials a strong fit for your basketball programs.

I look forward to the opportunity to continue to work with your agency and demonstrate the level of service and reliability that Best Officials can provide.

Best Officials
Brian Panek, Owner
Phone: 630-988-2413
Email: bestofficials@hotmail.com

Best Officials Profile & Qualifications

Best Officials (Brian Panek, Owner) is an independent officiating service specializing in the scheduling and coordination of basketball officials, softball umpires, and volleyball officials for recreational, youth, adult, and competitive programs.

Best Officials has provided officiating services since 2011 and has developed a network of experienced officials throughout the Chicagoland area. Best Officials focuses on providing dependable officials, great communication, and responsive service to the organizations it serves.

My officials are selected based on experience, knowledge of the rules, professionalism, reliability, and ability to work appropriately with the age and competitive level of each program. Officials are expected to arrive prepared and on time, maintain control of the game, communicate respectfully with players and coaches, and represent both Best Officials and the client in a professional manner.

Best Officials is familiar with the operational demands of park district basketball programs, including multiple age divisions, varying game schedules, tournaments, weekend programming, and the need to quickly address cancellations or last-minute staffing issues. As a park district professional myself for 26 years, I understand what is important youth leagues and pass that knowledge on to my officials.

Qualifications

- In business since 2011
- Assign officials for over 25 park district's/church organizations in the Chicago area
- Experienced in scheduling sport officials (basketball, softball, and volleyball) for recreational and competitive programs
 - Established network of over 150 officials throughout the Chicagoland area
 - Experience working with park districts and community recreation programs
 - Ability to accommodate regular-season games, tournaments, and special events
 - Backup coverage and replacement coordination when officials become unavailable
 - Commitment to dependable, professional officiating services
 - Responsive communication with client staff before and throughout the season

References

Best Officials can provide references from current and previous organizations for which basketball officiating services have been provided.

References can speak to Best Officials' reliability, communication, ability to manage changing schedules, quality of assigned officials, and responsiveness when coverage issues arise.

Reference 1

Schaumburg Park District

Contact: Kevin O'Donnell, Assistant Superintendent of Athletics

Phone: 847-534-3991

Email: keodonnell@parkfun.com

Contact: Nicholas Kuta, Supervisor of Sports Center & Athletics

Phone: 847-391-1266

Email: nikuta@parkfun.com

Reference 2

Western Springs Park District

Contact: Barb Kartzmark, Manager of Community Relationships and Events

Phone: 708-295-7008

Email: bkartzmark@wsprings.com

Reference 3

Greek Orthodox Athletic League

Contact: Rev. Father Chris Avramopoulos

Phone: 708-974-3400

Email: frchris@ssch.us

Project Approach & Service Delivery

Best Officials will provide the client with one primary point of contact for the scheduling and administration of basketball officiating services. This approach keeps communication simple and allows schedule changes or coverage concerns to be addressed quickly.

Service Timeline

- **Schedule:** Upon receipt, Best Officials will review the schedule for dates, times, locations, divisions, and required officials.
- **Official Assignments:** Assignments will be made based on game level, official availability, experience, and location whenever possible.
- **Confirmation Deadlines:** Officials will be asked to confirm assignments promptly.
- **Preseason Coordination:** Before the season begins, Best Officials will coordinate with the client regarding schedules, contacts, facility details, special events, procedures, and anticipated coverage needs.
- **Game-Day Support:** Throughout the season, Best Officials will monitor assignments, respond to changes or cancellations, and arrange replacement coverage when necessary.
- **End-of-Season Review:** After the season, Best Officials will review service performance, feedback, billing matters, and recommendations for future seasons with the client.

Scheduling and Assignment

Upon receipt of the basketball schedule, Best Officials will review the dates, times, locations, divisions, and number of officials required for each game.

Officials will be assigned based on the level of play, availability, experience, and location whenever possible. Assignments will be entered into the Best Officials scheduling system and communicated to the officials in advance.

The goal is to have assignments confirmed well before each game date rather than relying on last-minute scheduling.

Best Officials will monitor assignments throughout the season. If an official becomes unavailable, Best Officials will be responsible for locating a replacement and communicating the change to the appropriate person/

Game-Day Coverage

Officials will be instructed to arrive with sufficient time to prepare for the game and will be expected to conduct themselves professionally while representing the client organization.

Best Officials will remain available during the season to address schedule changes, cancellations, weather-related issues, official availability, or other situations that could affect game coverage.

Billing

Billing will be handled by Best Officials on a monthly basis. Invoices will identify the applicable game dates, number of officials, and rate charged for each assignment. This provides the client with a straightforward way to reconcile the invoice against its basketball schedule. The client will not be responsible for individually paying or managing individual officials. Best Officials will handle payment to its officials and manage the administrative side of the officiating

assignments. Any approved schedule changes, cancellations, or special assignments will be reflected on the applicable invoice.

Communication

Best Officials will maintain regular communication with the designated client representative throughout the season. Questions regarding assignments, schedule changes, cancellations, or coverage will be directed through Best Officials rather than requiring recreation staff to contact individual officials.

Cost Proposal

Best Officials proposes the following rates for basketball officiating services:

Game Type	Rate per Official
60-Minute Basketball Official	\$48 Per Official
75-Minute Basketball Official	\$59 Per Official
Travel Basketball Official	\$53 Per Official
Single Game Assignment	+\$10 Per Official

Rates include scheduling, assignment coordination, official communication, replacement coverage, and administrative management associated with the officiating services. There will be no additional administrative or scheduling fees. Best Officials understands that cost is an important component of the overall value of an officiating contract. My proposal is intended to provide the client with competitive pricing while maintaining a dependable pool of qualified officials and a level of administrative support that reduces the workload placed on recreation staff.

Additional Information

Best Officials' objective is straightforward: provide the right officials, get them to the right games, and address problems quickly when they occur.

I believe my experience, established officiating network, scheduling process, and responsive service provide the client with a reliable solution for managing its basketball officiating needs.