AGENDA

Village Board of Trustees

Regular Meeting
Village Hall
1900 Hassell Road, Hoffman Estates, IL 60169

February 3, 2025	Council Chambers	7:00 PM

1. **CALL TO ORDER/ROLL CALL**

2. **PLEDGE OF ALLEGIANCE TO THE FLAG**

3. **PUBLIC COMMENT**

4. **APPROVAL OF MINUTES**

   A. Village Board 01-20-25

   B. Village Board 01-27-25 Special

5. **CONSENT AGENDA/OMNIBUS VOTE (Roll Call Vote)**
   (All items under the Consent Agenda are considered to be routine in nature and will be enacted by one motion. There will be no separate discussion of these items unless a Trustee so requests. In that event, the discussion will be the first item of business after approval of the Consent Agenda.)

   A. Approval of Agenda

   B. Approval of the schedule of bills for February 3, 2025 - $5,258,734.90.

   C. Approval of an ordinance authorizing the sale of personal property owned by the Village of Hoffman Estates.

   D. Approval of an Intergovernmental Agreement with the Metropolitan Water Reclamation District of Greater Chicago (MWRDGC) for Village Hall Parking Lot Improvements.

   E. Approval of Construction Engineering Agreement with Gonzalez Companies, LLC for the Village Hall Parking Improvement Project in an amount not to exceed $170,544.

   F. Approval of Managed Support Agreement with Concentric Integration, LLC for SCADA system support for one year in an amount not to exceed $32,330.

   G. Authorization to:

      a. waive formal bidding (due to sole source); and
      b. purchase water meters from Water Resources of Elgin, IL in an amount not to exceed $78,000.

   H. Authorization to:

a. waive formal bidding (due to cooperative purchasing); and
b. purchase one trailer mounted Vermeer Model BC1800 Brush/Branch Chipper through Vermeer Midwest, Inc., Aurora, IL (Sourcewell Cooperative Purchasing Program) in an amount not to exceed $121,178.

I. Authorization to enter into a software agreement for public safety advanced scheduling software for both the fire and police departments with PACE Scheduler, Naperville, IL, for a three year term in an amount not to exceed $57,900.

J. Authorization to:

a. waive formal bidding; and
b. order seven (7) 2025 Ford Explorer Interceptor Utility vehicles as optioned, from Friendly Ford of Roselle, Illinois (low bid) not to exceed a total cost of $330,946.21.

K. Authorization to award an agreement for the 2025 Northwest Fourth Fest fireworks display to Pyrotecnico Fireworks, Inc., New Castle, PA in an amount not to exceed $40,250.

6. **REPORTS**

A. President's Report

1. Promotion(s) / Swearing(s)-In

a. Sergeant Rick Ouimette to Commander
b. Officer Matthew Fesemyer to Sergeant

2. Proclamation(s)

a. Thomas Zito Day (20 Years Service)

3. Board & Commission Appointment(s)/Reappointment(s)/Resignation(s)

a. Appointment(s)
- Terri Channer, Commission for Senior Citizens, Term ending 4/30/2027
- Curtis Marquardt, Arts Commission, Term ending 4/30/2027

b. Resignation(s)
- Yousuf Ahmed, Platzkonzert Commission
- Alex Summerfelt, Platzkonzert Commission
- Mike Cahoj, Platzkonzert Commission-requesting leave of absence

B. Trustee Comments

C. Village Manager's Report

D. Village Clerk's Report

E. Committee Reports

1. Transportation & Road Improvement
2. Planning, Building & Zoning
3. General Administration & Personnel

7. **ADDITIONAL BUSINESS**

8. **ADJOURNMENT**

Further details and information can be found in the agenda packet attached hereto and incorporated herein and can also be viewed online at www.hoffmanestates.org and/or in person in the Village Clerk's office. The Village of Hoffman Estates complies with the Americans with Disabilities Act (ADA). For accessibility assistance, call the ADA Coordinator at 847/882-9100.

MEETING: **HOFFMAN ESTATES VILLAGE BOARD**
DATE: **JANUARY 20, 2025**
PLACE: **COUNCIL CHAMBERS**
MUNICIPAL BUILDING COMPLEX
1900 HASSELL ROAD
HOFFMAN ESTATES, ILLINOIS

1. CALL TO ORDER/ROLL CALL

Village President William McLeod called the meeting to order at 7:00 p.m. The Village Clerk called the roll. Trustees present: Karen Arnet, Patrick Kinnane, Karen Mills, Anna Newell, Gary Pilafas, Gary Stanton.
A quorum was present.

ADMINISTRATIVE PERSONNEL PRESENT

E. Palm, Village Manager
A. Janura, Corporation Counsel
J. Pape, Assistant Village Manager
K. Cawley, Chief of Police
R. Musiala, Finance Director
P. Gugliotta, Development Services Director
J. Horn, Planning & Transportation Director
J. Nebel, PW Director
P. Seger, HRM Director
A. Marks, Assistant HHS Director
D. Raszka, Director of IT
M. Brito, Communications Manager
R. Signorella, Multimedia Production Manager

2. PLEDGE OF ALLEGIANCE TO THE FLAG

The Pledge of Allegiance was led by Trustee Arnet.

3. PUBLIC COMMENTS

Mayor McLeod requested that this item be moved to after Additional Business Item 8. There was agreement.

Mayor McLeod requested to move to item 6.A.1. and then return to item 4.
There was agreement.

4. APPROVAL OF MINUTES

Motion by Trustee Kinnane, seconded by Trustee Arnet to approve Item 4A.

4.A. Approval of Minutes 01-13-2025

Roll Call:

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Aye: Arnet, Kinnane, Mills, Newell, Pilafas, Stanton
Abstain:
Mayor McLeod voted aye.
Motion carried.

5. CONSENT AGENDA/OMNIBUS VOTE:

Motion by Trustee Kinnane, seconded by Trustee Arnet, to approve Item 5.A.

Trustee Stanton requested item 5.F. to be pulled from consent agenda.

5.A. Approval of Agenda

Roll Call:
Aye: Arnet, Kinnane, Mills, Newell, Pilafas, Stanton
Nay:
Mayor McLeod voted aye.
Motion carried.

Motion by Trustee Kinnane, seconded by Trustee Arnet, to approve Item 5.B.

5.B. Approval of the schedule of bills for January 20, 2025 - $475,679.74.

Roll Call:
Aye: Arnet, Kinnane, Mills, Newell, Pilafas, Stanton
Nay:
Mayor McLeod voted aye.
Motion carried.

Motion by Trustee Kinnane, seconded by Trustee Arnet, to approve Item 5.C.

5.C. Approval of Ordinance #5142-2025 amending Section 8-8-7, Hotels, of Chapter 8, Licenses, of the Hoffman Estates Municipal Code.

Roll Call:
Aye: Arnet, Kinnane, Mills, Newell, Pilafas, Stanton
Nay:
Mayor McLeod voted aye.
Motion carried.

Motion by Trustee Kinnane, seconded by Trustee Arnet, to approve Item 5.D.

5.D. Approval of Ordinance #5143-2025 Supporting a Cook County Class 7C Renewal Application for the Property Located at 2590 W. Golf Road (Ricky Rockets).

Roll Call:
Aye: Arnet, Kinnane, Mills, Newell, Pilafas, Stanton

DRAFT

Nay:
Mayor McLeod voted aye.
Motion carried.

Motion by Trustee Kinnane, seconded by Trustee Arnet, to approve Item 5.E.

5.E. Approval of Ordinance #5144-2025 Supporting a Cook County Class 7C Renewal Application for the Property Located at 1051 W. Higgins Road (Zeigler Mercedes Sprinter Dealership).

Roll Call:
Aye: Arnet, Kinnane, Mills, Newell, Pilafas, Stanton
Nay:
Mayor McLeod voted aye.
Motion carried.

Motion by Trustee Kinnane, seconded by Trustee Arnet, to approve Item 5.F.

5.F. Approval of Phase II Engineering Services Agreement with TranSystems Corporation, of Schaumburg, IL, for the Gannon Drive Resurfacing and Bicycle Facility Project, in an amount not to exceed $110,000.

Roll Call:
Aye: Arnet, Kinnane, Mills, Newell, Pilafas
Nay: Stanton
Mayor McLeod voted aye.
Motion carried.

Motion by Trustee Kinnane, seconded by Trustee Arnet, to approve Item 5.G.

5.G. Approval of IDOT Resolution appropriating Motor Fuel Tax funds for the 2025 Street Revitalization Project - Contract 1, in the amount of $3,317,500.

Roll Call:
Aye: Arnet, Kinnane, Mills, Newell, Pilafas, Stanton
Nay:
Mayor McLeod voted aye.
Motion carried.

6. REPORTS

6.A. President's Report

1. **Resolution(s)**

Motion by Trustee Kinnane, seconded by Trustee Arnet, to approve Resolution #1726-2025 Pledging to Join the Cook County to Unite Against Hate Campaign.

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Roll Call:
Aye: Arnet, Kinnane, Mills, Newell, Pilafas, Stanton
Nay:
Mayor McLeod voted aye.
Motion carried.

Mayor McLeod attended many meetings and events including a meeting with the president of the Rotary Club, a Hope Fore Hoffman golf fundraiser meeting, a Northwest Municipal Conference Legislative Committee meeting, a PACE meeting, Wine Wednesday at Rookies, a Northwest Municipal Conference Board of Directors meeting and Coffee with the Board. He also attended the Martin Luther King Jr. Breakfast at Village Hall which he commended the Cultural Awareness Commission for the great job they did on a great program.

6.B. Trustee Comments

Trustee Arnet attended Coffee with the Board and she also attended a women's wrestling tournament held at Hoffman Estates High School. She gave a shout out to Trustee Newell's granddaughter, congratulating her for how well she did in the tournament.

Trustee Kinnane attended a volunteer function for Our Lady of Angels Mission, a Knights of Columbus breakfast meeting, Coffee with the Board, and the Martin Luther King Jr. Breakfast. He extended his thanks to staff for their work with the breakfast.

Trustee Stanton attended the Senior Luncheon, Coffee with the Board and the Martin Luther King Jr. Breakfast. He thanked our Cultural Awareness Committee for planning the event and also staff for doing the cooking.

Trustee Pilafas attended a Hope Fore Hoffman golf fundraiser meeting, a Platzkonzert Commission meeting, and an Arts Commission meeting. He congratulated the Cultural Awareness Commission as well as staff for putting on a great Martin Luther King Jr. Breakfast event today.

Trustee Newell attended Coffee with the Board. She also attended the women's wrestling tournament that her granddaughter participated in. She mentioned during this winter weather to please remember to check on neighbors and friends, and to check The Citizen or our website for a list of warming centers for those in need.

Trustee Mills attended Coffee with the Board and the Martin Luther King Breakfast. She commended the Cultural Awareness Commission and staff for putting on such a great event.

6.C. Village Manager's Report

Village Manager Palm acknowledged Patrick Seger and Cathy Doczekalski as staff liaisons to the Cultural Awareness Commission and extended his gratitude to them as well as staff for all their work behind the scenes and serving at the Martin Luther King Jr. Breakfast event.

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6.D. Village Clerk's Report

The Village Clerk had no report.

6.E. Committee Reports

1. **Public Health & Safety**

Trustee Mills stated that they would be meeting to discuss authorization to enter into a software agreement for public safety advanced scheduling software for both the fire and police departments with PACE Scheduler, Naperville, IL, for a three year term in an amount not to exceed $57,900, and to receive and file the Police Department Monthly Report, the Health & Human Services Monthly Report, the Emergency Management Coordinator Monthly Report, and the Fire Department Monthly Report.

2. **Finance**

Trustee Pilafas stated that they would be meeting to receive and file the Finance Department Monthly Report, the Information Technology Department Monthly Report, and the NOW Arena Monthly Report.

3. **Public Works & Utilities**

Trustee Newell stated that they would be meeting to discuss approval of an Intergovernmental Agreement with the Metropolitan Water Reclamation District of Greater Chicago (MWRDGC) for Village Hall Parking Lot Improvements; approval of Managed Support Agreement with Concentric Integration, LLC for SCADA system support for one year in an amount not to exceed $32,330; authorization to waive formal bidding and purchase one trailer mounted Vermeer Model BC1800 Brush/Branch Chipper through Vermeer Midwest, Inc., Aurora, IL (Sourcewell Cooperative Purchasing Program) in an amount not to exceed $121,178; authorization to waive formal bidding and purchase water meters from Water Resources of Elgin, IL in an amount not to exceed $78,000; request approval of an ordinance authorizing the sale of personal property owned by the Village of Hoffman Estates; and to receive and file the Department of Public Works Monthly Report and the Engineering Division Monthly Report.

6.F. Treasurer's Reports

Mayor McLeod stated that the Treasurer's report would be received and filed.

7. PLANNING AND ZONING COMMISSION RECOMMENDATIONS

Motion by Trustee Pilafas, seconded by Trustee Stanton, to concur with the Planning & Zoning Commission and approve the petitioner's request.

7.A. Request Board Concurrence with the Planning and Zoning Commission recommendation and Board approval of Ordinance #5145-2025 granting a Variation for Rear Yard Setback for the property located at 3688 Whispering Trails Drive.

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Discussion

Mayor McLeod asked for what purpose for the variation request.
Chairperson Combs stated that they were building an addition on a ranch style home with no basement and the need to keep everything on one plane.
Trustee Stanton asked how the addition would be accessed and if they were taking down an entire wall.
Chairperson Combs replied that they were only removing part of a wall. It would be L-shaped and they wanted to maximize the yard space as much as possible.

Roll Call:
Aye: Arnet, Kinnane, Mills, Newell, Pilafas, Stanton
Nay:
Mayor McLeod voted aye.
Motion carried.

Motion by Trustee Stanton, seconded by Trustee Arnet, to concur with the Planning & Zoning Commission and approve the petitioner's request.

7.B. Request Board Concurrence with the Planning and Zoning Commission recommendation and Board approval of Ordinance #5146-2025 granting a Variation for garage size for the property located at 1120 Ash Road.

Discussion

There was discussion about the original request for a larger unenclosed space and whether the smaller enclosed space was workable for the petitioner. Chairperson Combs mentioned that there was concern that if the larger unenclosed space was granted, there was nothing to prevent it from being enclosed in the future and that they had received adverse letters from neighbors. She explained that under the American with Disabilities Act they allowed an additional 100 square feet over the current maximum for a total of 850 square feet which is workable for the petitioner and will accommodate his van.

Roll Call:
Aye: Arnet, Kinnane, Mills, Newell, Pilafas, Stanton
Nay:
Mayor McLeod voted aye.
Motion carried.

8. ADDITIONAL BUSINESS

Motion by Trustee Pilafas, seconded by Trustee Stanton, to approve item 8.A.

8.A. Approval of Ordinance #5147-2025 granting Site Plan Amendment for Bell Works Townhomes located at 1705 Lakewood Boulevard.

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Roll Call:
Aye: Arnet, Kinnane, Mills, Newell, Pilafas, Stanton
Nay:
Mayor McLeod voted aye.
Motion carried.

Motion by Trustee Pilafas, seconded by Trustee Stanton, to approve item 8.B. subject to the disclosure agreement being received, reviewed, and approved by Corporation Counsel.

8.B. Approval of a Development Agreement with Hoffman Estates Acquisitions III LLC and Hoffman Estates Acquisitions IV LLC for the Bell Works Townhomes located at 1705 Lakewood Boulevard.

Roll Call:
Aye: Arnet, Kinnane, Mills, Newell, Pilafas, Stanton
Nay:
Mayor McLeod voted aye.
Motion carried.

3. PUBLIC COMMENT

No one wished to be recognized.

9. ADJOURNMENT

Motion by Trustee Kinnane, seconded by Trustee Arnet, to adjourn the meeting. Voice vote taken. All ayes. Motion carried. Time: 7:34 p.m.

_____ _____

Patty Richter Date Approved
Village Clerk

The Village of Hoffman Estates complies with the Americans with Disabilities Act (ADA). For accessibility assistance, call the ADA Coordinator at 847/882-9100.

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MEETING: **SPECIAL HOFFMAN ESTATES VILLAGE BOARD**
DATE: **JANUARY 27, 2025**
PLACE: **COUNCIL CHAMBERS**
MUNICIPAL BUILDING COMPLEX
1900 HASSELL ROAD
HOFFMAN ESTATES, ILLINOIS

1. CALL TO ORDER:

Village President William McLeod called the meeting to order at 6:50 p.m. The Village Clerk called the roll. Trustees present: Patrick Kinnane, Karen Mills, Anna Newell, Gary Pilafas, Gary Stanton, Karen Arnet
A quorum was present.

ADMINISTRATIVE PERSONNEL PRESENT:

D. O'Malley, Deputy Village Manager
A. Janura, Corporation Counsel
J. Pape, Assistant Village Manager
K. Cawley, Chief of Police
P. Clark, Deputy Fire Chief
R. Musiala, Finance Director
J. Nebel, PW Director
P. Seger, HRM Director
M. Saavedra, HHS Director
D. Raszka, Director of IT
R. Signorella, Multimedia Production Manager

2. RECOGNITION OF THE AUDIENCE:

No one wished to be recognized.

3. PESIDENT REPORT:

3.A. Boards and Commissions Interviews

The Board interviewed a volunteer for the Commission for Senior Citizens. This applicant will be appointed to the Commission at the February 3, 2025 Village Board Meeting.

4. ADJOURNMENT

Motion by Trustee Pilafas, seconded by Trustee Arnet, to adjourn the meeting. Voice vote taken. All ayes. Motion carried. Time: 6:55 p.m.

Patty Richter Village Clerk Date Approved

DRAFT

BILL LIST SUMMARY

BILL LIST AS OF	02/03/2025	$	946,652.63
MANUAL CHECKS	01/17/2025 - 01/30/2025	$	611,899.59
PAYROLL	01/24/25 & 02/03/25	$	1,604,017.38
WIRES	12/01 - 12/31/2024	$	2,096,165.30
TOTAL		$	5,258,734.90

VILLAGE OF HOFFMAN ESTATES

FEBRUARY 3, 2025

ACCOUNT	YEAR	VENDOR	DESCRIPTION	AMOUNT
GENERAL FUND				
01 0302	25	ACME TRUCK BRAKE & SUPPLY CO.	STOCK REPAIR PARTS	$217.51
01 0302	25	ADVANCE AUTO PARTS	STOCK REPAIR PARTS	$847.40
01 0302	25	AMAZON CAPITAL SERVICES INC	STOCK REPAIR PARTS	$102.04
01 0302	25	CHICAGO PARTS & SOUND LLC	STOCK REPAIR PARTS	$745.72
01 0302	25	FACTORY MOTOR PARTS CO	STOCK REPAIR PARTS	$27.70
01 0302	25	FACTORY MOTOR PARTS CO	STOCK REPAIR PARTS	$1,308.14
01 0302	25	FRIENDLY FORD	STOCK REPAIR PARTS	$38.96
01 0302	25	HERITAGE-CRYSTAL CLEAN	STOCK REPAIR PARTS	$386.43
01 0302	25	MONROE TRUCK EQUIPMENT	STOCK REPAIR PARTS	$838.95
01 0302	25	O'REILLY AUTO PARTS	STOCK REPAIR PARTS	$242.95
01 0302	25	RUSH TRUCK CENTER OF ILLINOIS, INC	RTN STOCK REPAIR PARTS	($56.97)
01 0302	25	RUSH TRUCK CENTER OF ILLINOIS, INC	STOCK REPAIR PARTS	$893.44
01 0302	25	SERVICE COMPONENTS INC	STOCK REPAIR PARTS	$72.96
CASH AND INVENTORIES				**$5,665.23**
01 1408	25	MATT OCLON	SUPPLIES REIMB	$1,211.00
01 1432	25	ROSE PAVING LLC	ENGINEERING DEPOSIT REFUND	$1,000.00
01 1458	25	MUNICIPAL ELECTRONICS INC	RADAR CERT- GOLDEN EAGLE	$45.00
01 1471	25	EVENTLIFY LLC	SOFTWARE LICENSE	$5,793.00
PAYMENTS FROM DEPOSITS ON HAND				**$8,049.00**
01 1214	25	NCPERS-IL IMRF	DED:2030 IMRF LIFE	$896.00
01 1218	25	INT'L BROTHERHOOD TEAMSTERS LCL 700	DED:2034 PW DUES	$4,214.00
01 1218	25	METROPOLITAN ALLIANCE OF POLICE	DED:2033 MAP 96	$3,960.00
01 1218	25	METROPOLITAN ALLIANCE OF POLICE	DED:2038 MAP 97	$540.00
01 1222	25	AFLAC	DED:1027 AFLAC-INS	$7,310.56
01 1223	25	AFLAC	DED:2027 AFL-AF TAX	$1,916.22
01 1226	25	PRE PAID LEGAL SERVICE INC	DED:2035 LEGAL	$621.42
01 1232	25	LYDIA S. MEYER TRUSTEE	DED:0021 CT ORDER	$850.00
PAYROLL DEDUCTION				**$20,308.20**
01000014 3502	25	WAYNE GAFKE	TICKET OVERPAYMENT REFUND	$50.50
GENERAL-REVENUE ACCOUNTS				**$50.50**
01101123 4403	25	THE FINER LINE	NAME PLATE & ENGRAVING	$55.90
LEGISLATIVE				**$55.90**
01101222 4301	25	GARY STANTON	SPRINGFIELD VETO SESSION	$149.00
01101222 4301	25	PATRICK KINNANE	SPRINGFIELD VETO SESSION	$149.00
01101224 4507	25	ESRI	ARCGIS BUSINESS ANALYST	$265.64
01101224 4507	25	ESRI	SMALL GOVT ENTERPR AGREEMENT	$58,500.00
01101224 4542	24	BAXTER & WOODMAN,INC.	GIS SUPPORT SERVICE	$1,082.50
ADMINISTRATIVE				**$60,146.14**

VILLAGE OF HOFFMAN ESTATES

FEBRUARY 3, 2025

ACCOUNT	YEAR	VENDOR	DESCRIPTION	AMOUNT
01101324 4542	24	ARTHUR L JANURA JR	PROFESSIONAL SERVICES - DEC'24	$12,000.00
01101324 4542	25	ARTHUR L JANURA JR	PROFESSIONAL SERVICES - JAN'25	$12,000.00
01101324 4542	25	RICHARD A KAVITT ATTORNEY AT LAW	PROFESSIONAL SERVICES	$1,500.00
LEGAL				**$25,500.00**
01101424 4507	25	LAUTERBACH & AMEN, LLP	PROFESSIONAL SERVICES	$1,010.00
FINANCE				**$1,010.00**
01101523 4403	25	ARC DOCUMENT SOLUTIONS	BOND PRINTS / FOLDING	$87.80
01101523 4403	25	P F PETTIBONE & CO	B.W. MINUTE BOOK	$206.75
VILLAGE CLERK				**$294.55**
01102523 4403	25	PRESSTECH INC.	BUDGET BRIEF X 50	$145.00
01102524 4507	25	MONA S MORRISON	PHOTO SHOOT- MLK JAN _20TH	$90.00
COMMUNICATIONS				**$235.00**
01107124 4510	25	FULTON SIREN SERVICES	RTU BATTERY	$284.00
01107124 4510	25	FULTON SIREN SERVICES	SHARED CC PM	$176.58
01107124 4510	25	FULTON SIREN SERVICES	SIREN BATTERY SMALL	$1,318.08
01107124 4510	25	FULTON SIREN SERVICES	TORNADO SIREN MAINTENANCE	$5,343.13
01107124 4542	25	COMCAST BUSINESS	INTERNET SERVICES	$3.93
EMERGENCY OPERATIONS				**$7,125.72**
TOTAL GENERAL GOVERNMENT DEPARTMENT				**$94,367.31**
POLICE DEPARTMENT				
01201223 4421	25	CLUB COLORS BUYER, LLC	UNIFORMS	$167.47
01201223 4421	25	J.C. SCHULTZ ENTERPRISES,INC.	VARIOUS SUPPLIES	$395.68
01201223 4422	25	PAMELA G KARAHALIOS	PROFESSIONAL SERVICES	$1,150.00
01201224 4507	25	MORIZZO FUNERAL HOME & CREMATION	PROFESSIONAL SERVICES	$275.00
ADMINISTRATIVE				**$1,988.15**
01202124 4510	25	MOTOROLA SOLUTIONS, INC.	CHARGER WALL MOUNT KIT	$58.96
01202124 4510	25	ULTRA STROBE COMMUNICATIONS	VARIOUS SUPPLIES	$194.95
01202124 4542	25	911 TECH INC	COPFTO ANNUAL SUSCRIPTION	$4,202.40
PATROL & RESPONSE				**$4,456.31**
01202624 4507	24	GOLF ROSE ANIMAL HOSPITAL	CANINE CARE	$1,044.53
CANINE				**$1,044.53**
TOTAL POLICE DEPARTMENT				**$7,488.99**

VILLAGE OF HOFFMAN ESTATES

FEBRUARY 3, 2025

ACCOUNT	YEAR	VENDOR	DESCRIPTION	AMOUNT
FIRE DEPARTMENT				
01301223 4402	25	ODP BUSINESS SOLUTIONS, LLC	OFFICE SUPPLIES	$53.95
ADMINISTRATIVE				**$53.95**
01303122 4304	25	TODAYS UNIFORMS	UNIFORMS	$2,389.35
01303123 4408.12	24	MOTOROLA	4 APX 6500 PALM MICS	$236.52
01303123 4414.14	25	GRAINGER INC	ESTIMATED SHIPPING/HANDLING	$159.00
01303123 4414.14	25	GRAINGER INC	OIL DRY	$740.61
01303124 4510.12	25	SETCOM CORPORATION	ESTIMATED SHIPPING/HANDLING	$25.00
01303124 4510.12	25	SETCOM CORPORATION	REPAIR E22 HEADSET	$148.00
SUPPRESSION				**$3,698.48**
01303223 4419	24	AIRGAS USA, LLC	MEDICAL SUPPLIES	$533.07
01303223 4419	25	CAMBRIDGE SENSORS USA, LLC	ESTIMATED SHIPPING/HANDLING	$76.96
01303223 4419	25	CAMBRIDGE SENSORS USA, LLC	L GLOVES	$330.00
01303223 4419	25	CAMBRIDGE SENSORS USA, LLC	M GLOVES	$165.00
01303223 4419	25	CAMBRIDGE SENSORS USA, LLC	S GLOVES	$55.00
01303223 4419	25	CAMBRIDGE SENSORS USA, LLC	XL GLOVES	$330.00
EMERGENCY MEDICAL SERVICES				**$1,490.03**
01303322 4303	25	NORTHERN ILL.FIRE INSPEC.ASSOC.INC.	ANNUAL MEMBERSHIP DUES	$100.00
01303324 4507	25	JOHNSON CONTROLS SECURITY SOLUTIONS	PROFESSIONAL SERVICES	$450.00
PREVENTION				**$550.00**
TOTAL FIRE DEPARTMENT				**$5,792.46**
PUBLIC WORKS				
01401224 4507	25	PHYSICIANS IMMEDIATE CARE CHICAGO	PW- FITNESS FOR DUTY EXAM	$230.00
ADMINISTRATIVE				**$230.00**
01404123 4408	25	FIRST AYD CORP	ORANGE NITRILE GLOVES	$54.10
01404123 4410	25	ARLINGTON POWER EQUIPMENT	SPECIALTY SIDEWALK SALT	$2,067.84
01404123 4410	25	FACTORY MOTOR PARTS CO	REPAIR PARTS	$442.00
01404123 4410	25	FACTORY MOTOR PARTS CO	RTN REPAIR PARTS	($112.00)
01404124 4507	25	FROST SOLUTIONS	RWIS WEATHER CAMERA- ANN SUBS	$21,000.00
SNOW & ICE REMOVAL				**$23,451.94**
01404224 4510	25	FIRST AYD CORP	FOAMING GLASS CLEANER	$173.87
TRAFFIC OPERATIONS				**$173.87**
01404324 4510	25	RALPH HELM INC	REPAIR PARTS	$136.84
01404324 4545	25	FULLIFE SAFETY CENTER	VARIOUS SUPPLIES	$232.50
FORESTRY				**$369.34**

VILLAGE OF HOFFMAN ESTATES

FEBRUARY 3, 2025

ACCOUNT	YEAR	VENDOR	DESCRIPTION	AMOUNT
01404423 4412	25	MCMASTER CARR SUPPLY CO	VARIOUS SUPPLIES	$191.54
01404424 4501	25	COMCAST BUSINESS	INTERNET SERVICES	$210.04
01404424 4507	25	SOUND INC.	MONTHLY CONTROL PANEL	$1,019.41
01404424 4509	25	CINTAS #22	FLOOR MAT RENTAL AND CLEAN	$51.80
01404424 4510	25	ADVANCE AUTO PARTS	REPAIR PARTS	$54.05
01404424 4510	25	AIR PRODUCTS EQUIPMENT COMPANY	REPAIR PARTS	$855.00
01404424 4510	25	AMPERAGE ELECTRICAL SUPPLY	VARIOUS SUPPLIES	$550.08
01404424 4510	25	FRIENDLY FORD	REPAIR PARTS	$29.34
01404424 4510	25	GRAINGER INC	REPAIR PARTS	$972.69
01404424 4510	25	H-O-H WATER TECHNOLOGY INC	15 GALLON DRUM	$395.91
01404424 4510	25	SOUND INC.	3 MONTHS MONITORING FEE	$90.00
01404424 4510	25	US PLUMBING & HEATING SUPPLY CO	VARIOUS SUPPLIES	$217.93
01404424 4510	25	WEBMARC DOORS	DOOR REPAIR SERVICE	$2,905.52
01404424 4516	25	ECO CLEAN MAINTENANCE INC	VILLAGE HALL	$3,602.00
01404424 4516	25	WOLF ELECTRIC SUPPLY CO	REPAIR PARTS	$487.50
01404424 4517	24	FACILITY GATEWAY CORPORATION	12 MONTH PREVENTIVE MAINT	$359.26
01404424 4517	25	ECO CLEAN MAINTENANCE INC	POLICE DEPARTMENT	$1,905.00
01404424 4518	24	CINTAS #22	FLOOR MAT RENTAL AND CLEAN	$61.84
01404424 4518	25	CINTAS #22	FLOOR MAT RENTAL AND CLEAN	$120.39
01404424 4518	25	GRAINGER INC	REPAIR PARTS	$184.81
01404424 4518	25	MENARDS - HNVR PARK	VARIOUS SUPPLIES	$57.61
01404424 4518	25	SOUND INC.	MONTHLY CONTROL PANEL	$156.80
01404424 4518	25	WEATHERGUARD ROOFING CO.	ROOF INSPECTION & REPAIR	$386.50
01404424 4518	25	WEBMARC DOORS	DOOR REPAIR SERVICE	$347.40
01404424 4520	25	ECO CLEAN MAINTENANCE INC	PWC & VEHICLE MAINTENANCE	$1,600.00
01404425 4628	25	REINKE INTERIOR SUPPLY CO., INC.	VARIOUS SUPPLIES	$1,176.27
FACILITIES				**$17,988.69**

01404522 4301	25	J J KELLER & ASSOCIATES INC	1 YR ELDT SUBSCRIPTION	$250.00
01404522 4304	25	CINTAS #22	UNIFORM AND MAT RENTAL	$114.57
01404523 4411	25	AL WARREN OIL CO INC	FUEL BIO-DIESEL	$8,079.16
01404523 4411	25	AL WARREN OIL CO INC	FUEL REGULAR	$12,268.42
01404523 4414	25	AMAZON CAPITAL SERVICES INC	PACK 12 - GEL ROLLER PENS	$15.93
01404523 4414	25	CTW INC.	VARIOUS SUPPLIES	$245.42
01404523 4414	25	GRAINGER INC	REPAIR PARTS	$53.25
01404523 4414	25	IMPERIAL SUPPLIES LLC	REPAIR PARTS	$121.62
01404524 4507	24	PRECISE MRM LLC	5MB FLAT DATA PLAN	$270.00
01404524 4510	24	AMAZON CAPITAL SERVICES INC	LISLE NO SPLATTER PAD 15"	$45.84
01404524 4510	24	AMAZON CAPITAL SERVICES INC	RTN DELL NOTEBOOK - USB-C	($143.99)
01404524 4510	24	NAPCO STEEL INC	REPAIR PARTS	$227.50
01404524 4510	25	AIRGAS USA, LLC	MEDICAL SUPPLIES	$364.74
01404524 4510	25	CAR-ONE TIRE AND AUTO	SYNTHETIC OIL AND FILTER	$263.95
01404524 4510	25	FRIENDLY FORD	REPAIR SERVICE	$1,515.86
01404524 4513	24	EBY GRAPHICS	DECAL REMOVAL & CLEANUP	$339.71
01404524 4513	25	ADVANCE AUTO PARTS	REPAIR PARTS	$17.80
01404524 4513	25	BRAD MANNING FORD INC	REPAIR PARTS	$169.27
01404524 4513	25	FACTORY MOTOR PARTS CO	REPAIR PARTS	$126.00
01404524 4513	25	FRIENDLY FORD	REPAIR PARTS	$687.86
01404524 4513	25	FRIENDLY FORD	REPAIR SERVICE	$227.87
01404524 4514	25	AEC FIRE-SAFETY & SECURITY INC	REPAIR PARTS	$393.41
01404524 4514	25	BUMPER TO BUMPER/ LEE AUTO	REPAIR PARTS	$112.17
01404524 4514	25	FOSTER COACH SALES INC	REPAIR PARTS	$92.72
01404524 4514	25	MACQUEEN EMERGENCY	REPAIR PARTS	$602.44

VILLAGE OF HOFFMAN ESTATES

FEBRUARY 3, 2025

ACCOUNT	YEAR	VENDOR	DESCRIPTION	AMOUNT
01404524 4534	25	ACME TRUCK BRAKE & SUPPLY CO.	REPAIR PARTS	$1,244.76
01404524 4534	25	ADVANCE AUTO PARTS	REPAIR PARTS	$58.53
01404524 4534	25	AMAZON CAPITAL SERVICES INC	REAR VIEW MIRROR	$24.99
01404524 4534	25	BRAD MANNING FORD INC	REPAIR PARTS	$161.19
01404524 4534	25	BUMPER TO BUMPER/ LEE AUTO	REPAIR PARTS	$212.74
01404524 4534	25	BUMPER TO BUMPER/ LEE AUTO	RTN REPAIR PARTS	($160.00)
01404524 4534	25	GRAINGER INC	REPAIR PARTS	$216.25
01404524 4534	25	INTERSTATE BATTERIES-NORTH CHICAGO	REPAIR PARTS	$422.13
01404524 4534	25	PRECISE MRM LLC	4G UPGRADE, DUAL-SIM IX	$539.94
01404524 4534	25	RUSH TRUCK CENTER OF ILLINOIS, INC	REPAIR PARTS	$769.14
01404524 4534	25	RUSH TRUCK CENTER OF ILLINOIS, INC	RTN REPAIR PARTS	($694.97)
01404524 4536	25	ADVANCE AUTO PARTS	RTN REPAIR PARTS	($172.34)
FLEET SERVICES				**$29,083.88**
TOTAL PUBLIC WORKS DEPARTMENT				**$71,297.72**
DEVELOPMENT SERVICES				
01505024 4507	24	A. EPSTEIN & SONS INTERNATIONAL INC	COMPREHENSIVE MULTIMODAL	$52,777.45
01505024 4542	24	AMERICAN TAXI DISPATCH INC	90 TRIPS @ $7 + ADMIN FEE	$693.00
01505024 4542	25	AMERICAN TAXI DISPATCH INC	5 TRIPS @ $7 + ADMIN FEE	$38.50
01505024 4546	25	PADDOCK PUBLICATIONS INC	PUBLIC HEARINGS & NOTICES	$37.80
PLANNING AND TRANSPORTATION				**$53,546.75**
01505122 4303	25	ILLINOIS PHCC	MEMBERSHIP FEE - M. MCAVOY	$40.00
01505122 4303	25	JOHN STASCHKE	ELECTRICAL LICENSE & INSURANCE	$600.00
01505122 4303	25	SUBURBAN BUILDING OFFICIALS CONF	MEMBERSHIP RENEWAL- S. KAPUR	$100.00
01505124 4507	24	THOMPSON ELEVATOR INSPECTION INC	ELEVATOR INSPECTIONS	$342.00
01505124 4507	25	THOMPSON ELEVATOR INSPECTION INC	ELEVATOR INSPECTIONS	$40.00
01505124 4545	25	JOHN STASCHKE	SAFETY SHOE REIMB	$132.37
CODE ENFORCEMENT				**$1,254.37**
01505225 4602	25	TOPCON SOLUTIONS INC	GPS SUBSCRIPTION: TOPNET	$1,800.00
ENGINEERING				**$1,800.00**
01505924 4507	25	MICHIO MURAKISHI	PROFESSIONAL SERVICES	$3,575.00
ECONOMIC DEVELOPMENT				**$3,575.00**
TOTAL DEVELOPMENT SERVICES DEPARTMENT				**$60,176.12**
HEALTH & HUMAN SERVICES DEPARTMENT				
01556524 4507.1	25	GROUNDED WELLNESS CENTER	EMPLOYEE YOGA JAN & FEB	$1,200.00
TOTAL HEALTH & HUMAN SERVICES DEPARTMENT				**$1,200.00**
BOARDS & COMMISSIONS DEPARTMENT				
01605324 4562	25	SEBERT LANDSCAPING	PROFESSIONAL SERVICES	$768.00
FOURTH OF JULY				**$768.00**

VILLAGE OF HOFFMAN ESTATES

FEBRUARY 3, 2025

ACCOUNT	YEAR	VENDOR	DESCRIPTION	AMOUNT
01605724 4507	24	STEPHEN A LASER ASSOC PC	INDIVIDUAL ASSESSMENT	$2,400.00
FIRE & POLICE COMMISSION				**$2,400.00**
01605824 4555	25	ILL SISTER CITIES ASSOC	ANNUAL DUES	$50.00
01605824 4555	25	JASON FONG	SISTER CITIES RUNNER REIMB	$591.50
01605824 4555	25	LILLIAN MOSIER	SISTER CITIES CULINARY EXCHANGE	$16.99
01605824 4555	25	LINDA HIGGS	SISTER CITIES RUNNER REIMB	$589.51
01605824 4559	25	JIM GIBBONS	SENIOR COMMIS MAR LUNCHEON	$341.92
01605824 4573	25	PARTY PLUS EVENTS	GARMENT RACK & HANGERS	$318.33
01605824 4573	25	PATRICK SEGER	MLK BREAKFAST	$146.44
01605824 4593	24	HOLIDAY CHEER DECORATIONS	VILLAGE HALL HOLIDAY LIGHTS	$1,175.00
01605824 4599	25	STEVE BRANDT	MARCH FIRST FRIDAY	$200.00
MISCELLANEOUS B & C				**$3,429.69**
TOTAL BOARDS & COMMISSIONS DEPARTMENT				**$6,597.69**
TOTAL GENERAL FUND				**$280,993.22**
COMMUNITY DEVELOPMENT BLOCK GRANT FUND				
04000028 4903	24	PADDOCK PUBLICATIONS INC	PUBLIC HEARINGS & NOTICES	$78.30
TOTAL COMMUNITY DEVELOPMENT BLOCK GRANT FUND				**$78.30**
ROAD IMPROVEMENT FUND				
29000025 4606	24	APPLIED GEOSCIENCE INC.	2024 STREET REVITALIZATION	$46,005.00
29000025 4606	24	APPLIED GEOSCIENCE INC.	2024 INFRASTRUCTURE PROJECT	$17,822.00
29000025 4610	24	HEY AND ASSOCIATES INC	VILLAGE HALL PARKING LOT	$3,700.00
TOTAL ROAD IMPROVEMENT FUND				**$67,527.00**
CAPITAL IMPROVEMENTS FUND				
36000025 4604	24	SOUND INC.	VILLAGE BRIVO PANELS UPGRADE	$65,900.00
36000025 4615	24	CIVILTECH ENGINEERING, INC.	BEVERLY RD PATH & RESURFACING	$10,243.15
TOTAL CAPITAL IMPROVEMENTS FUND				**$76,143.15**
CAPITAL VEHICLE AND EQUIPMENT FUND				
37000025 4602	25	FLOCK GROUP INC	FLOCK SAFETY FALCON	$21,000.00
37000025 4602	25	FLOCK GROUP INC	PROFESSIONAL SERVICES	$1,050.00
37000025 4603	24	EBY GRAPHICS	VEHICLE GRAPHIC	$2,282.00
37000025 4612	24	MOTOROLA	MOBILE RADIOS AND ACCESSORIES	$23,023.50
TOTAL CAPITAL VEHICLE AND EQUIPMENT FUND				**$47,355.50**
WATERWORKS AND SEWERAGE FUND				
40400013 3425	25	FISERV/BASTOGNE	RETURN REJECT UB PAYMENT	$107.25
WATER REFUND				**$107.25**

VILLAGE OF HOFFMAN ESTATES

FEBRUARY 3, 2025

ACCOUNT	YEAR	VENDOR	DESCRIPTION	AMOUNT
40406723 4414	25	MENARDS - HNVR PARK	VARIOUS SUPPLIES	$118.20
40406723 4420	25	HBK METER SERVICE INC	VARIOUS SUPPLIES	$89.00
40406724 4503	24	NICOR GAS	GAS 2550 PRAIRIE STONE	$52.91
40406724 4503	25	NICOR GAS	GAS 4690 OLMSTEAD DR	$52.83
40406724 4507	24	CONCENTRIC INTEGRATION	SCADA SUPPORT SERVICES	$2,045.64
40406724 4507	24	CONCENTRIC INTEGRATION	NETWORK SEGMENTATION WORK	$1,917.86
40406724 4507	24	PRECISE MRM LLC	5MB FLAT DATA PLAN	$30.00
40406724 4507	25	JULIE, INC.	ANNUAL PROFESSIONAL SERVICES	$8,809.25
40406724 4507	25	SOUND INC.	MONTHLY CONTROL PANEL	$392.12
40406724 4545	25	FULLIFE SAFETY CENTER	VARIOUS SUPPLIES	$75.75
40406724 4585	24	FRIENDLY FORD	RTN REPAIR PARTS	($33.34)
40406724 4585	25	FORREST AUTO BODY	VEHICLE RAPAIRS	$907.10
40406724 4585	25	INTERSTATE BATTERIES-NORTH CHICAGO	REPAIR PARTS	$309.21
40406724 4585	25	NORTHWEST TRUCKS, INC	REPAIR PARTS	$153.08
40406724 4585	25	RUSH TRUCK CENTER OF ILLINOIS, INC	REPAIR PARTS	$517.79
WATER DIVISION				**$15,437.40**
40406824 4510	25	MENARDS - HNVR PARK	VARIOUS SUPPLIES	$18.16
40406825 4602	25	FULLIFE SAFETY CENTER	REPAIR SERVICE & PARTS	$311.90
SEWER DIVISION				**$330.06**
40407024 4542	24	FIRST BILLING SERVICES LLC	BILLING SERVICES	$14,851.28
BILLING DIVISION				**$14,851.28**
40407325 4608	24	BAXTER & WOODMAN,INC.	ENGINEERING SERVICES	$13,615.00
40407325 4608	24	CIORBA GROUP, INC.	NEW PFIZER LIFT CONSTRUCTION	$5,914.25
40407525 4609	24	VILLAGE OF PALATINE	WATER MISC REIMB/ REFUND	$138,275.57
CAPITAL PROJECTS				**$157,804.82**
TOTAL WATERWORKS AND SEWERAGE FUND				**$188,530.81**
NOW ARENA OPERATING FUND				
41000023 4414	25	ALTA CONSTRUCTION EQUIPMENT IL LLC	REPAIR PARTS	$1,430.28
TOTAL NOW ARENA OPERATING FUND				**$1,430.28**
STORMWATER MANAGEMENT FUND				
42000025 4613	24	CHASTAIN & ASSOCIATES LLC	BATAVIA LN INFRASTRUCTURE	$3,942.25
TOTAL STORMWATER MANAGEMENT FUND				**$3,942.25**
INSURANCE FUND				
46700024 4579	24	PHYSICIANS IMMEDIATE CARE CHICAGO	FITNESS FOR DUTY EXAM	$600.00
RISK RETENTION				**$600.00**
TOTAL INSURANCE FUND				**$600.00**

VILLAGE OF HOFFMAN ESTATES

FEBRUARY 3, 2025

ACCOUNT	YEAR	VENDOR	DESCRIPTION	AMOUNT
INFORMATION TECHNOLOGY FUND				
47008524 4507	24	TECHNO CONSULTING INC	MONTHLY NETWORK SUPPORT	$2,400.00
47008525 4602	25	CDW-GOVERNMENT INC	ANALOG DIGITAL CONVERTER	$188.52
47008525 4619	25	TKB ASSOCIATES INC	LASERFICHE CLOUD FORMS	$1,543.60
OPERATIONS				**$4,132.12**
47008625 4602	25	SYNAPSE NETWORKS	FORTIGATE-200G 3Y ADVANCE PROT	$10,600.00
47008625 4602	25	SYNAPSE NETWORKS	NOW ARENA FIREWALL FORTIGATE	$7,920.00
47008625 4619	24	BS&A SOFTWARE	ERP - BS&A	$257,400.00
CAPITAL ASSETS				**$275,920.00**
TOTAL INFORMATION TECHNOLOGY FUND				**$280,052.12**
BILL LIST TOTAL				**$946,652.63**

VILLAGE OF HOFFMAN ESTATES
CHECK REGISTER - DISBURSEMENT FUND

SELECTION CRITERIA: transact.t_c='20' and transact.trans_date between '20250117 00:00:00.000' and '20250130 00:00:00.000'
ACCOUNTING PERIOD: 1/25

FUND - 01 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	BUDGET UNIT	-----DESCRIPTION------	SALES TAX	AMOUNT
0102	137556 V	12/17/24	7549	WALGREENS	01201223	PRESCRIPTION	0.00	-29.79
0102	137806 V	01/14/25	18397	SYNAPSE NETWORKS	47008524	FIREWALL SUPPORT UNTIL	0.00	-1,795.00
0102	137918	01/20/25	2226	PETTY CASH	01	INCRS REFUSE STICKERS	0.00	1,000.00
0102	137918 V	01/20/25	2226	PETTY CASH	01	INCRS REFUSE STICKERS	0.00	-1,000.00
TOTAL CHECK							0.00	0.00
0102	137919 V	01/20/25	2226	PETTY CASH	01	INCRS REFUSE STICKERS	0.00	-1,000.00
0102	137919	01/20/25	2226	PETTY CASH	01	INCRS REFUSE STICKERS	0.00	1,000.00
TOTAL CHECK							0.00	0.00
0102	137920	01/20/25	2226	PETTY CASH	01	INCRS REFUSE STICKERS	0.00	1,000.00
0102	137921	01/23/25	2226	PETTY CASH	09000016	REFUSE STICKER REFUND	0.00	223.65
0102	137922	01/23/25	21916	BLEECKER BRODEY AND ANDR	01	CASE #18 M3 001912	0.00	238.79
0102	137923	01/24/25	2226	PETTY CASH	09000016	REFUSE STICKER REFUND	0.00	456.75
0102	137924	01/24/25	20123	I.P.I.A	01505122	ANNUAL DUES- M.MCAVOY	0.00	70.00
0102	137925	01/24/25	21376	SAM PAYNE	01556524	1/30/25 PRESENTATION	0.00	200.00
0102	137932	01/27/25	4496	VERIZON WIRELESS	01101124	LANDLINES	0.00	636.40
0102	137932	01/27/25	4496	VERIZON WIRELESS	01101224	LANDLINES	0.00	187.22
0102	137932	01/27/25	4496	VERIZON WIRELESS	01101424	LANDLINES	0.00	170.59
0102	137932	01/27/25	4496	VERIZON WIRELESS	01101524	LANDLINES	0.00	43.33
0102	137932	01/27/25	4496	VERIZON WIRELESS	01101624	LANDLINES	0.00	129.99
0102	137932	01/27/25	4496	VERIZON WIRELESS	01102524	LANDLINES	0.00	43.33
0102	137932	01/27/25	4496	VERIZON WIRELESS	01107124	LANDLINES	0.00	43.33
0102	137932	01/27/25	4496	VERIZON WIRELESS	01201224	LANDLINES	0.00	1,458.60
0102	137932	01/27/25	4496	VERIZON WIRELESS	01303124	LANDLINES	0.00	84.49
0102	137932	01/27/25	4496	VERIZON WIRELESS	01303224	LANDLINES	0.00	840.69
0102	137932	01/27/25	4496	VERIZON WIRELESS	01303324	LANDLINES	0.00	173.33
0102	137932	01/27/25	4496	VERIZON WIRELESS	01401224	LANDLINES	0.00	251.31
0102	137932	01/27/25	4496	VERIZON WIRELESS	01404224	LANDLINES	0.00	278.32
0102	137932	01/27/25	4496	VERIZON WIRELESS	01404324	LANDLINES	0.00	366.16
0102	137932	01/27/25	4496	VERIZON WIRELESS	01404424	LANDLINES	0.00	322.82
0102	137932	01/27/25	4496	VERIZON WIRELESS	01404524	LANDLINES	0.00	133.24
0102	137932	01/27/25	4496	VERIZON WIRELESS	01404624	LANDLINES	0.00	104.00
0102	137932	01/27/25	4496	VERIZON WIRELESS	01404724	LANDLINES	0.00	65.00
0102	137932	01/27/25	4496	VERIZON WIRELESS	01501224	LANDLINES	0.00	86.66
0102	137932	01/27/25	4496	VERIZON WIRELESS	01505024	LANDLINES	0.00	160.32
0102	137932	01/27/25	4496	VERIZON WIRELESS	01505124	LANDLINES	0.00	680.32
0102	137932	01/27/25	4496	VERIZON WIRELESS	01505224	LANDLINES	0.00	771.33
0102	137932	01/27/25	4496	VERIZON WIRELESS	01505924	LANDLINES	0.00	119.17
0102	137932	01/27/25	4496	VERIZON WIRELESS	01556524	LANDLINES	0.00	86.66
0102	137932	01/27/25	4496	VERIZON WIRELESS	40406724	LANDLINES	0.00	1,907.86
0102	137932	01/27/25	4496	VERIZON WIRELESS	47008524	LANDLINES	0.00	39.00
0102	137932	01/27/25	4496	VERIZON WIRELESS	47001224	LANDLINES	0.00	3,284.23
0102	137932	01/27/25	4496	VERIZON WIRELESS	47001224	EQUIPMENT CHARGE	0.00	99.98

VILLAGE OF HOFFMAN ESTATES
CHECK REGISTER - DISBURSEMENT FUND

SELECTION CRITERIA: transact.t_c='20' and transact.trans_date between '20250117 00:00:00.000' and '20250130 00:00:00.000'
ACCOUNTING PERIOD: 1/25

FUND - 01 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	BUDGET UNIT	-----DESCRIPTION------	SALES TAX	AMOUNT
TOTAL CHECK							0.00	12,567.68
0102	137933	01/27/25	2226	PETTY CASH	01101522	PETTY CASH	0.00	29.00
0102	137933	01/27/25	2226	PETTY CASH	01102522	PETTY CASH	0.00	3.50
0102	137933	01/27/25	2226	PETTY CASH	01101422	PETTY CASH	0.00	42.89
0102	137933	01/27/25	2226	PETTY CASH	01101423	PETTY CASH	0.00	12.63
0102	137933	01/27/25	2226	PETTY CASH	01505122	PETTY CASH	0.00	90.00
0102	137933	01/27/25	2226	PETTY CASH	01505922	PETTY CASH	0.00	11.00
0102	137933	01/27/25	2226	PETTY CASH	01556524	PETTY CASH	0.00	32.97
0102	137933	01/27/25	2226	PETTY CASH	01605824	PETTY CASH	0.00	21.54
TOTAL CHECK							0.00	243.53
0102	137934	01/27/25	18397	SYNAPSE NETWORKS	47008524	FIREWALL SUPPORT- MAY	0.00	1,795.00
0102	137935	01/28/25	2645	FEDERAL EXPRESS CORP	01101423	SHIPPING	0.00	9.75
0102	137936	01/29/25	7549	WALGREENS	01201223	PRESCRIPTION	0.00	29.79
0102	137937	01/30/25	22244	CAMOSY INCORPORATED	78000025	FIRE STATION NO 21	0.00	596,889.44
TOTAL CASH ACCOUNT							0.00	611,899.59
TOTAL FUND							0.00	611,899.59
TOTAL REPORT							0.00	611,899.59

Detail of Wire/ACH Activity
For the Period 12/01/24 - 12/31/24

Date	Vendor	Description	Source of Funds	Amount
12/02/24	IPBC	Insurance Premium	General	$ 660,098.32
12/02/24	Neopost	Administrative Fees	General Funds	$ 50.00
12/02/24	Payment Express	Credit Card Merchant Fees 11/24	General, Water & Sewer	$ 119.40
12/03/24	Canon Financial Services Inc	Copier Lease Payment	Capital Vehicle & Equipment	$ 1,734.00
12/03/24	Leaf	Copier Lease Payment	Capital Vehicle & Equipment	$ 765.62
12/06/24	Neopost	Replenish Postage Machine	General, Water & Sewer	$ 1,600.00
12/06/24	Employer's Claim Service	Workers Comp Claims	Insurance	$ 1,685.00
12/10/24	BioConnect Inc	MedixSafe Annual Subscription	General	$ 38,977.00
12/12/24	IMRF	IMRF November 2024 Payroll Costs	Various	$ 167,092.55
12/16/24	Wex Bank	Fuel Purchases	General	$ 956.26
12/17/24	Somerset TCG Hoffman Holdings	FY2025 Lakewood Center TIF Note Pymt Series 2019-A	Lakewood Center TIF	$ 647,298.59
12/17/24	Somerset TCG Hoffman Holdings	FY2025 Lakewood Center TIF Note Pymt Series 2019-B	Lakewood Center TIF	$ 161,824.64
12/18/24	Illinois EPA	Loan Payment	Water & Sewer	$ 11,497.27
12/19/24	Verra Mobility American Traffic Solutions	Red Light Cameras	General	$ 7,750.00
12/19/24	DataProse LLC	Printing & Postage for Water Bills	Water & Sewer	$ 9,920.49
12/19/24	JAWA	Monthly Water Usage	Water & Sewer	$ 171,188.00
12/19/24	SWANCC	Monthly Tipping Fees	Municipal Waste System	$ 60,945.00
12/19/24	Central States Pension Fund	Liability Withdrawal	NOW Arena Operating	$ 763.16
12/19/24	MidAmerica	FY2025 HRA Contributions	General, IT, Water and Sewer	$ 150,300.00
12/23/24	Neopost	Replenish Postage Machine	General, Water & Sewer	$ 1,600.00
	TOTAL			**$ 2,096,165.30**

AGENDA ITEM REPORT

Village Board of Trustees
February 3, 2025
ITEM 5C

REQUEST: Approval of an ordinance authorizing the sale of personal property owned by the Village of Hoffman Estates.

FROM: Joe Capiga, Supervisor Fleet Services
Jon Pape, Assistant Village Manager

ITEM TYPE: Ordinance - Village Board

REQUEST SUMMARY

Request approval of an ordinance authorizing the sale of personal property owned by the Village of Hoffman Estates.

FINANCIAL IMPACT

The sale of Village surplus items is expected to generate marginal revenues from the online auction.

RECOMMENDATION

Approval of an ordinance authorizing the sale of personal property owned by the Village of Hoffman Estates.

ATTACHMENTS

1. Auction-1-20-25

ORDINANCE NO. _____ - 2025

VILLAGE OF HOFFMAN ESTATES

AN ORDINANCE AUTHORIZING THE SALE OF PERSONAL PROPERTY OWNED BY THE VILLAGE OF HOFFMAN ESTATES

WHEREAS, in the opinion of a simple majority of the corporate authorities of the Village of Hoffman Estates, it is no longer necessary or useful to, or for the best interests of the Village of Hoffman Estates to retain ownership of the personal property hereinafter described; and

WHEREAS, it has been determined by the President and Board of Trustees of the Village of Hoffman Estates to sell said personal property at a public auction to be held on an internet auction website (e.g., www.publicsurplus.com or www.obenaufauctions.com).

NOW, THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of Hoffman Estates, Cook County, Illinois, as follows:

Section 1: That pursuant to 65 ILCS 5/11-76-4 of the Illinois Revised Statutes, the President and Board of Trustees of the Village of Hoffman Estates find that the described personal property attached as Exhibit A now owned by the Village of Hoffman Estates, is no longer necessary or useful to the Village of Hoffman Estates and that the best interests of the Village of Hoffman Estates will be served by its sale.

Section 2: That pursuant to 65 ILCS 5/11-76-4, the Village Manager is hereby authorized and directed to sell the aforementioned property now owned by the Village of Hoffman Estates at a public auction to be held on an internet auction website, to the highest bidder of said personal property.

Section 3: That no bid which is less than the minimum price set forth in the list of property to be sold shall be accepted.

Section 4: That the Village Manager is hereby authorized and directed to enter into an agreement for the sale of said personal property.

Section 5: That upon payment of the full auction price, the Village Manager is hereby authorized and directed to convey and transfer title to the aforesaid personal property to the successful bidder.

Section 6: That if said personal property is not sold at such auction, then the Village Manager is authorized to sell without bid or properly dispose of or recycle any such property.

Section 7: That the Village Clerk is hereby authorized to publish this ordinance in pamphlet form.

Section 8: That this ordinance shall be in full force and effect immediately from and after its passage and approval.

PASSED THIS _____ day of _____, 2024

VOTE	AYE	NAY	ABSENT	ABSTAIN
Trustee Karen V. Mills	_____	_____	_____	_____
Trustee Anna Newell	_____	_____	_____	_____
Trustee Gary J. Pilafas	_____	_____	_____	_____
Trustee Gary G. Stanton	_____	_____	_____	_____
Trustee Karen Arnet	_____	_____	_____	_____
Trustee Patrick Kinnane	_____	_____	_____	_____
President William D. McLeod	_____	_____	_____	_____

APPROVED THIS _____ DAY OF _____, 2025

_____
Village President

ATTEST:

_____
Village Clerk

Published in pamphlet form this _____ day of _____, 2025.

EXHIBIT "A"

Year	Make	Model	Mileage	VIN
2013	Ford	Taurus	115,310	1FAHP2M83DG160015
2013	Ford	Taurus	97,171	1FAHP2M81DG160014
2017	Ford	Explorer	109,847	1FM5K8AR1HGD26481
2015	Ford	Explorer	124,876	1FM5K8AR0FGA41624
2014	Ford	Explorer	145,991	1FM5K8AR4EGA76116
2013	Ford	Explorer	106,509	1FM5K8AR7DGB30006
2015	Ford	Explorer	69,577	1FM5K8AR3FGC51828
2020	Ford	Explorer	138,513	1FM5K8AW9LGC13070
1999	Pierce	Quantum		4PCT02P0XA001143
2015	Ford	Explorer	96,512	1FM5K8AR3FGA41620
2015	Ford	Explorer	80,202.00	1FM5K8AR9FGA41623
2004				1B9BR10134H659122

AGENDA ITEM REPORT

Village Board of Trustees
February 3, 2025
ITEM 5D

REQUEST: Approval of an Intergovernmental Agreement with the Metropolitan Water Reclamation District of Greater Chicago (MWRDGC) for Village Hall Parking Lot Improvements.

FROM: Alan Wenderski, Director of Engineering

ITEM TYPE: Agreement - Village Board

REQUEST SUMMARY

In May 2024, the Village was notified by the Metropolitan Water Reclamation District of Greater Chicago (MWRDGC) that an application for the Green Infrastructure Partnership Program for Village Hall Parking Lot improvements was accepted. The partnership provides funding for portions of the project implementing green infrastructure.

To formalize the partnership and funding, the MWRDGC prepared an Intergovernmental Agreement (IGA). A summary of the IGA terms include:

- Completion of construction by December 31, 2025
- Village commitment to construct a minimum design retention capacity for stormwater
- Compliance with MWRDGC's purchasing and bidding requirements
- Commitment to ongoing Operation and Maintenance of the green infrastructure elements
- MWRDGC to provide Village with reimbursement of 50% of total costs to construct green infrastructure elements to a maximum amount of $462,000

The full IGA and corresponding exhibits are attached.

The full scope of the project includes pavement reconstruction, reduction of existing pavement area, construction of bio-swales/rain gardens in the parking lot perimeter, construction of limited areas of permeable pavement, replacement of portions of the lighting system, and landscape improvements. A current overall plan of the improvements is included in the attachments for reference. Final design is nearing completion and the project is expected to be bid in early spring with construction expected to occur between May and October. Construction will be completed in a staged manner to allow for access and ample parking for typical daily operations.

FINANCIAL IMPACT

The IGA places MWRDGC's maximum cost participation at $462,000. The actual costs participation will be based on actual green infrastructure element construction costs and verification the required design retention capacity has been installed. The MWRDGC will provide reimbursements to the Village per the schedule detailed in Section 33 of the IGA.

The balance of construction costs will be paid for by the Village. The 2025 budget allocated $1,990,000 of local funding for the construction phase of this project.

RECOMMENDATION

Approve an Intergovernmental Agreement with the Metropolitan Water Reclamation District of Greater Chicago (MWRDGC) for Village Hall Parking Lot Improvements.

ATTACHMENTS

1. IGA with MWRDGC - Village Hall Parking Lot
2. VH Parking Lot 90% Plans

INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE VILLAGE OF HOFFMAN ESTATES AND THE METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO FOR THE DESIGN, CONSTRUCTION, OPERATION, AND MAINTENANCE OF THE VILLAGE HALL GREEN PARKING LOT IN HOFFMAN ESTATES, ILLINOIS

THIS INTERGOVERNMENTAL AGREEMENT ("Agreement") is entered into by and between the Metropolitan Water Reclamation District of Greater Chicago ("MWRDGC"), a unit of local government and corporate and body politic organized and existing under the laws of the State of Illinois, and the Village of Hoffman Estates ("Village"), a municipal corporation and home rule unit of government organized and existing under Article VII, Section 6 of the 1970 Constitution of the State of Illinois. Together, the MWRDGC and the Village may be referred to as the "Parties" and each individually as a "Party".

WITNESSETH:

WHEREAS, on November 17, 2004, Public Act 093-1049 amended the Metropolitan Water Reclamation District Act ("Act") in various ways; and

WHEREAS, the Act, as amended, declares that stormwater management in Cook County, Illinois is under the general supervision of the MWRDGC; and

WHEREAS, Public Act 098-0652 amended the Act again on June 18, 2014 by specifically authorizing the MWRDGC to plan, implement, and finance activities relating to local stormwater management projects in Cook County, Illinois; and

WHEREAS, one component of the MWRDGC's stormwater management program includes green infrastructure, which is defined as the range of stormwater control measures that use plant/soil systems, permeable pavement, stormwater harvest and reuse, or native landscaping to store, infiltrate, and/or evapotranspirate stormwater and reduce flows to sewer systems or to surface waters as set forth at 33 U.S.C. § 1362 (27); and

WHEREAS, the MWRDGC is committed to implementing a Green Infrastructure Program Plan in conformance with Appendix E, Section II (C) of the consent decree entered into in United States, et al., v. Metropolitan Water Reclamation District of Greater Chicago, Case No.

1:11-cv-08859 (N.D. Ill. 2014), and the MWRDGC's formal commitment in this Agreement is intended to satisfy that obligation; and

WHEREAS, the Village is located within the boundaries of Cook County, Illinois; and

WHEREAS, pursuant to 65 ILCS 5/11-110-1 and 65 ILCS 5/11-109-1 the Village is empowered to construct and maintain green infrastructure and manage water, sewers, and stormwater within its corporate limits; and

WHEREAS, the Village proposes converting several portions of the existing impervious Village Hall parking lot with permeable pavers and bioswales with native plants in the following locations in Hoffman Estates, Illinois, for the public benefit of reducing flooding and providing green infrastructure in the general area ("Public Benefit"): Hoffman Estates Village Hall located at 1900 Hassell Road; and

WHEREAS, the proposed green infrastructure installations at the above cited location will further the MWRDGC's goal of informing the public of the value of green infrastructure and will provide the design retention capacity ("DRC") described in Article 2 of this Agreement. The DRC will be comprised of two parts: (1) the constructed volume of stormwater stored within the stone void spaces built into the ground and/or that can pond on the surface of the green infrastructure ("Constructed Volume") and (2) the volume of water that can infiltrate into the ground beneath the green infrastructure during a six (6) hour time period ("Infiltration Volume"). The DRC constructed will be in addition to any retention capacity that the Village must comply with under local, regional, state, or other regulations for stormwater management; and

WHEREAS, the Village intends to design, construct, operate, maintain, and own the proposed green infrastructure installations; and

WHEREAS, the Village's plans to construct the proposed green infrastructure installations may be accomplished more effectively, economically, and comprehensively with the Village and the MWRDGC cooperating and using their joint efforts and resources; and

WHEREAS, the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq*., and Section 10 of Article VII of the Illinois Constitution, allow and encourage intergovernmental cooperation; and

WHEREAS, on May 16, 2024, the MWRDGC's Board of Commissioners authorized the execution of an intergovernmental agreement with the Village; and

WHEREAS, on February 3, 2025, the Village Board of Trustees of the Village authorized the execution of an intergovernmental agreement with the MWRDGC; and

NOW THEREFORE, in consideration of the mutual covenants and agreements contained in this Agreement and for other good and valuable consideration, the MWRDGC and the Village agree as follows:

Article 1. Incorporation of Recitals

The above recitals are incorporated by reference and made a part of this Agreement.

Article 2. Scope of Work

1. The work contemplated by this Agreement will include design, construction, operation, and maintenance of permeable parking areas and bioswales ("Project"). These improvements are categorized by the MWRDGC as "green infrastructure".
2. The Project will realize the Public Benefit of helping to alleviate flooding by, among other things, routing runoff from tributary areas to the green infrastructure installation ("Managed Area") so as to reduce flooding and ponding located within and around the Project area, as shown in Exhibit 1, attached to this Agreement.
3. The Village, at its sole cost and expense, will prepare the construction drawings, specifications, and details ("Construction Documents") for the Project.
4. The Project will be constructed to provide enough DRC to meet or exceed the stormwater runoff volume generated by the Managed Area in a ten (10) year, twenty-four (24) hour storm event, as demonstrated using the DRC calculation sheet in Exhibit 2, attached to this Agreement. The DRC calculation sheet must be completed by a licensed professional engineer and must be approved by the MWRDGC prior to construction of the Project.

5. Upon execution of this Agreement and until commencement of Project construction, the Village will provide monthly updates to the MWRDGC on (1) the status and progress of Project design and (2) the schedule for bid advertisement and award for the Project.
6. The Village will provide the MWRDGC with a copy of the thirty percent (30%), sixty percent (60%), and ninety-eight percent (98%) complete Construction Documents and the DRC calculation sheet for the MWRDGC's approval as to the Public Benefit.
7. The MWRDGC will review the Construction Documents and the DRC calculation sheet and provide written comments to the Village within thirty (30) calendar days of receipt. The Village will incorporate the MWRDGC's review comments into the Construction Documents. At the sixty percent (60%) completion stage, the Village will include a report of the geotechnical investigation which must include the infiltration rate of the underlying soil (as determined by an infiltration rate test completed within the Project limits within the five (5) years preceding the execution of this Agreement) and the depth of the seasonably high ground water level at the Project location.
8. At the ninety-eight percent (98%) completion stage, the Village will include a detailed opinion regarding probable cost of construction and will include a breakdown of design, construction, construction engineering, and any other Project related costs incurred or that the Village expects to incur.
9. The Village will provide the MWRDGC with a copy of the one hundred percent (100%) complete Construction Documents and a final design DRC calculation sheet ("Final Design DRC").
10. Upon award of any Project related construction contracts, the Village will provide monthly updates to the MWRDGC as to (1) construction progress and (2) anticipated timeframes for submission of reimbursement requests, with the final request being submitted no later than sixty (60) calendar days following final completion of the Project construction.
11. Also, upon award, the Village will provide the following to the MWRDGC: (1) a copy of its bid advertisement, including all newspaper, online, or any other media utilized by the Village; (2) a summary or tabulation of bids received; and (3) a copy of the Village's approval, resolution, or equivalent awarding the construction contract.

12. After construction, the Village will provide the MWRDGC with a copy of as-built drawings and related Project documentation, including any addenda, change orders (not previously submitted), stormwater related shop drawings, and field changes.
13. The MWRDGC will adjust the amount of its reimbursement commitment based upon the MWRDGC's review of the actual constructed DRC ("Final Constructed DRC")—including any addenda, change orders, or field changes that solely relate to the stormwater aspects of the Project.
14. Although the MWRDGC will reimburse the Village for a portion of the Project, the Village bears sole responsibility for the overall cost, expense, and payment for the Project, which the Village will construct in accordance with the final Construction Documents.
15. To the extent practicable, the Village, its agents, contractors, or employees may elect to use the MWRDGC's biosolids in any amendments performed to the soil of the Project area, including but not limited to landscaping. Subject to availability, the MWRDGC will provide the biosolids free of charge. The Village may be required to arrange and pay for the transportation of the biosolids to the Project area.
16. The Village will publicly advertise the Project and publicly award all Project related construction contracts to the lowest responsible bidder as determined by the Village. The Village will consider and act in general accord with the applicable standards of the MWRDGC's Purchasing Act, 70 ILCS 2605/11.1-11.24 (attached to this Agreement as Exhibit 3), when advertising and awarding all Project related construction contracts. The Village will also require a payment bond and performance bond for all Project related construction contracts in general accord with the applicable standards of Exhibit 3. The Village may impose more stringent requirements than those contained in Exhibit 3 when awarding Project related construction contracts, but in no event will the Village's requirements fall below the MWRDGC's applicable general standards. Although the Village need not include Exhibit 3 as part of its bid documents, the Village is responsible for ensuring that these applicable minimum requirements are met.
17. The Village agrees that the Project is a "Covered Project" as defined in the MWRDGC's Multi-Project Labor Agreement for Cook County ("MPLA") (attached to this Agreement as Exhibit 4). As such, the Village agrees to be obligated as the MWRDGC would be in the MPLA and will ensure that the standards and requirements for "Covered Projects" are met for the Project,

as applicable. The Village may impose more stringent requirements than those contained in the MPLA when awarding Project related construction contracts, but in no event will the Village's requirements fall below the standards for "Covered Projects" detailed in it. Although Exhibit 4 need not be included as part of the Project's bid documents, the Village is responsible for ensuring that its applicable minimum requirements are met.

18. The Village must comply with the applicable portions of the MWRDGC's Affirmative Action Ordinance and Diversity Policies. Revised Appendix D governs Affirmative Action goal requirements for subcontracting with Minority and Women Owned Business Enterprises (attached to this Agreement as Exhibit 5). Appendix V governs the diversity policy requirements for subcontracting with Veteran-owned Business Enterprises (attached to this Agreement as Exhibit 6). Collectively these goals are referred to as "participation goals".
19. The Village **must** meet the following participation goals applicable to the Project before construction is completed: twenty percent (20%) of the total amount of reimbursement provided by the MWRDGC for the Project must be applied to work performed by Minority-owned Business Enterprises ("MBE") and/or Women-owned Business Enterprises ("WBE").
20. The Village **should** meet the following participation goal applicable to the Project before construction is completed: three percent (3%) of the total amount of reimbursement provided by the MWRDGC for the Project should be applied to work performed by Veteran-owned Business Enterprises ("VBE").
21. The determination as to whether the Village has complied with the requirements of this Agreement by attaining the MWRDGC's participation goals is solely within the MWRDGC's discretion. If the Village fails to attain each goal as determined by the MWRDGC, the MWRDGC may withhold payments to the Village up to or equal to the dollar amount by which the Village failed to attain the participation goal(s).
22. The Village will provide the MWRDGC access to inspect, with reasonable notice, any records or documentation related to the Village's compliance with the MWRDGC's participation goals.
23. To evidence compliance with the MWRDGC's participation goals, the Village must submit the following items to the MWRDGC's Diversity Administrator prior to the start of construction: (1) a completed Utilization Plan for MBE/WBE participation, attached to this Agreement as Exhibit 7 and a completed VBE Commitment Form, attached to this Agreement

as Exhibit 8 and (2) a current letter from a certifying agency that verifies as appropriate the MBE/WBE/VBE status of each vendor listed as a subcontractor on the MBE/WBE Utilization Plan and VBE Commitment Form. A certification letter will be deemed current so long as its expiration date is after the date of the Utilization Plan or Commitment Form. Failure to timely submit a Utilization Plan, Commitment Form, or certifying letter may result in a payment delay or denial.

24. No changes can be made to an approved Utilization Plan without the prior written approval of the Diversity Administrator. Failure to obtain the prior written approval of the Diversity Administrator may result in a payment delay or denial. Additionally, the performance of work by businesses that did not receive prior written approval from the Diversity Administrator will not be counted towards the participation goals.
25. Together with each and every reimbursement request, the Village must submit to the Diversity Administrator the following: (1) a MBE/WBE and VBE Status Report ("Status Report"), attached to this Agreement as Exhibit 9; (2) full or partial lien waivers from the participating MBE/WBE/VBE vendors, as applicable; and (3) proof of payment to the participating MBE/WBE/VBE vendors (e.g., canceled checks), as applicable. Failure to submit a Status Report and any supporting documentation may result in a payment delay or denial.
26. The Village will comply with the Prevailing Wage Act, 820 ILCS 130/0.01 *et seq*. Current prevailing wage rates for Cook County are determined by the Illinois Department of Labor and are available on the Illinois Department of Labor's official website. It is the responsibility of the Village to obtain and comply with any revisions to the rates should they change during the construction phase of this Agreement.
27. The Village, at its sole cost and expense, will provide (1) the final design of the Project; (2) land acquisition and remediation, if any; and (3) construction oversight and administrative support for the Project.
28. The Village will submit a signed Operation and Maintenance Plan ("O&M Plan") for the MWRDGC's review and approval. The O&M Plan must be signed by an authorized representative of the Village. The O&M Plan will be included as part of this Agreement as Exhibit 10. At its sole cost and expense, the Village will operate and maintain the Project in accordance with the approved O&M Plan.

29. The MWRDGC will reimburse the Village at a rate of four dollars ($4) per gallon of Constructed Volume of the DRC and one dollar ($1) per gallon of Infiltration Volume of the DRC. These reimbursement rates will be applied to the Final Design DRC. For the purposes of calculating reimbursement amounts, a maximum infiltration rate of 3.6 inches per hour will be used in the DRC calculation.
30. The MWRDGC may provide reimbursement to the Village for change orders that arise during construction of the Project. For a change order to be considered for reimbursement, the work to be performed under the change order must be construction work that is necessary for the Project to proceed and work that was not foreseeable at the time that the final Construction Documents were reviewed and approved by the MWRDGC. A proposed change order must be submitted in writing to the MWRDGC for review and approval prior to any work being performed pursuant to the change order. The MWRDGC will review the proposed change order and will provide a written decision to the Village within fourteen (14) calendar days of receipt. The MWRDGC will not reimburse the Village for any work performed pursuant to a change order that has not received prior written approval. The MWRDGC's decision whether to reimburse the Village for a proposed change order is solely within the discretion of the MWRDGC.
31. The MWRDGC will reimburse the Village, per the requirements detailed in this Article, up to fifty and 00/100 percent (50.0%) ("Maximum Reimbursement Percentage") of the total construction cost of the Project. In no event will the reimbursement amount provided by the MWRDGC exceed Four Hundred Sixty-Two Thousand and 00/100 dollars ($462,000.00) ("Maximum Reimbursement Amount"). If the Project is constructed for less than the total estimated cost of construction, the MWRDGC's Maximum Reimbursement Amount will be calculated using the total actual construction cost of the Project. For purposes of this Agreement, "construction" will mean all work necessary to build the Project as depicted in the final Construction Documents.
32. The Village will be responsible for securing funding or contributing its own funds for all remaining costs necessary to construct the Project in accordance with the final Construction Documents. The Village will be solely responsible for change orders, overruns, or any other increases in the cost of the Project (unless otherwise approved by the MWRDGC as described in Paragraph 30 of this Article). All funding provided by the MWRDGC will be exclusively to

reimburse the Village for construction of the Project. For disbursement of funds to occur, the Village must provide the following documentation to the MWRDGC:

a. A DRC calculation sheet showing the Final Constructed DRC, which must be within ten percent (10%) of the Final Design DRC. If the Final Constructed DRC differs by more than ten percent (10%) of the Final Design DRC, the reimbursement amount provided by the MWRDGC will be reduced or increased as appropriate; and
b. An exhibit showing the Project's Managed Areas and calculations of the runoff volume generated by the Managed Areas in a ten (10) and one hundred (100) year, twenty-four (24) hour storm event. The MWRDGC will cap the volume used to calculate the reimbursement amount at the runoff volume generated by the one hundred (100) year storm event.

33. The MWRDGC will disburse funds to the Village in accordance with the following schedule:
    a. Twenty-five percent (25%) of the Maximum Reimbursement Amount at receipt of reimbursement request for fifty percent (50%) completion of construction; and
    b. Subject to the Maximum Reimbursement Amount and Maximum Reimbursement Percentage, the remaining amount necessary to reimburse the Village based upon the Final Constructed DRC.
34. The Village must submit invoices for fifty percent (50%) completion of construction within thirty (30) calendar days of completion. The documents detailed in Paragraph 32 of this Article must be signed by a professional engineer licensed by the State of Illinois and submitted within sixty (60) calendar days of final completion or no later than December 31, 2025. The MWRDGC will only disburse funds in strict accordance with the foregoing schedule. The MWRDGC may opt not to pay any late reimbursement requests or invoices.
35. The MWRDGC's Maximum Reimbursement Amount under this Agreement is based on the funding amount that the MWRDGC's Board of Commissioners approved and appropriated for this Project. Any additional funding sought from the MWRDGC beyond that which was approved and appropriated is subject to the approval of the MWRDGC's Board of Commissioners.
36. The Village is responsible for all other Project related costs including engineering, property acquisition, remediation, other design related costs, construction inspection, and the remainder of the construction cost that is not reimbursed by the MWRDGC.

37. As a condition for reimbursement, the Village must submit copies of construction invoices to the MWRDGC for review along with the respective reimbursement requests.

Article 3. Permits and Fees

1. Federal, State, and County Requirements. The Village will obtain all federal, state, county, and local permits required by law for the construction of the Project and will assume any costs in procuring said permits. Additionally, the Village will obtain all consents and approvals required by federal, state, and county regulations for the construction of the Project and will assume any costs incurred in procuring all such consents and approvals.
2. Operation and Maintenance. The Village will obtain any and all permits necessary for the performance of any operations or maintenance work associated with the improvements to be constructed by the Village in connection with the Project, and in accordance with Article 6 of this Agreement.

Article 4. Environmental Site Assessment

1. The MWRDGC and the Village agree that an environmental site assessment may be completed at the Project site prior to any work being performed in accordance with this Agreement.
2. The MWRDGC will reimburse the Village for the Maximum Reimbursement Percentage, as detailed in Article 2.31 of this Agreement, of the total cost of the environmental site assessment, but in no event will that amount exceed ten thousand dollars ($10,000.00).
3. The Village is responsible for contracting with a company to provide the environmental site assessment. The Village must ensure that the company is properly licensed and insured to perform the necessary work.
4. The Village must provide the invoice for the environmental site assessment within fourteen (14) calendar days of receipt for reimbursement by the MWRDGC.
5. The funds to be provided by the MWRDGC to the Village for the environmental site assessment will be separate and distinct from the funds to be provided for the Project, as described in Article 2.31 of this Agreement.
6. The Village will provide the MWRDGC with a copy of the environmental site assessment report within fourteen (14) calendar days of receipt for the MWRDGC's review.
7. If, after review of the environmental site assessment report, it is determined that remediation of the Project site is required, the Village and the MWRDGC will commence discussion to

determine if it is appropriate for the Project to proceed. If the MWRDGC decides to proceed with the Project, the Village will be responsible for all Project site remediation which must be performed consistent with all applicable state and federal law. If the Village is unwilling or incapable of remediating the Project site, and no alternative plan is feasible, this Agreement will be terminated by the MWRDGC pursuant to Article 9 of this Agreement.

Article 5. Property Interests

1. In executing this Agreement, the Village is affirming that the Project site is located entirely within a right of way, perpetual easement, or on other property owned solely by and within the Village. Further, the Village is affirming that it has an enforceable property interest in the Project site. As verification, the Village has completed the form affidavit provided by the MWRDGC, which has been executed by an authorized officer of the Village. Exhibit 11 attached to this Agreement contains the executed affidavit or, in the alternative, all relevant documentary evidence of dedication, perpetual easement, or ownership.
2. For all surrounding property impacting or being impacted by the Project, prior to starting construction of the Project, the Village will acquire any temporary or permanent easements, license agreements, or fee simple title necessary for access to the Project site, as well as construction and maintenance of the Project. Any property interests acquired by the Village must be consistent with the MWRDGC's right to access the Project to conduct an inspection or perform maintenance as set out in Article 6 of this Agreement.
3. Should acquisition of property interests via condemnation be necessary, the Village will incur all associated costs, including purchase price and easement fees, as well as any attorney's fees. When necessary, the Village will be required to provide relocation assistance consistent with the obligations of all applicable state and federal law.
4. If it is determined during the design or construction phases of the Project, as performed by the Village, that hazardous substances are located in, on, or under the Project site, the Village must notify the MWRDGC in writing within fourteen (14) calendar days of this information becoming available. Following notification, the Village and the MWRDGC will commence discussion to determine if it is appropriate for the Project to proceed. If the MWRDGC decides to proceed with the Project, the Village will be responsible for all Project site remediation which must be performed consistent with all applicable state and federal law. If the Village is

unwilling or incapable of remediating the Project site, and no alternative plan is feasible, this Agreement will be terminated by the MWRDGC pursuant to Article 9 of this Agreement.

5. The Village will record all easements, licenses, or deeds acquired for the Project.
6. The Village will own all the improvements constructed for the Project. Nothing in this Agreement creates an ownership or property interest for the MWRDGC in any part of the Project.
7. The Village may not lease, sell, or transfer the Project site or property owned by the Village that is necessary for construction, maintenance, and access to the Project site, in whole or part, to a third party during the term of this Agreement without the MWRDGC's prior written approval. The Village must provide the MWRDGC with at least sixty (60) calendar days' written notice of the date on which it intends to execute a lease, sell, or transfer the property. Failure to comply with this Paragraph of the Agreement during the construction phase of the Project may result in termination by the MWRDGC pursuant to Article 9 of this Agreement and may require the Village to return all or a portion of the funds received from the MWRDGC, at the MWRDGC's sole discretion. Alternatively, failure to comply with this Paragraph during the maintenance phase of the Project may result in the MWRDGC seeking full or partial repayment of funds provided to the Village from the MWRDGC for the Project, at the MWRDGC's sole discretion.

Article 6. Maintenance

1. The Village, at its sole cost and expense, will maintain the Project in accordance with the MWRDGC approved O&M Plan for at least twenty-five (25) years and must ensure that the Project perpetually provides the intended Public Benefit or that the Village replaces the Project after twenty-five (25) years with improvements that provide equal or greater stormwater benefit to the public.
2. The Village must conduct annual inspections to ensure adequate maintenance of the Project in accordance with the O&M Plan approved by the MWRDGC. The Village will prepare a report detailing its annual inspection, observations, and conclusions including whether the Project is operating as designed, functioning, and providing the intended Public Benefit. The annual inspection report must either be stamped by a professional engineer licensed by the State of Illinois or signed by the head of the department responsible for maintenance duties. The

stamped or signed annual inspection report will be provided to the MWRDGC within thirty (30) calendar days of completion.

3. The MWRDGC will have the right (including any necessary right of access) to conduct its own annual inspection of the constructed Project upon reasonable notice to the Village.
4. In the event of failure of the Village to maintain the Project as required in the approved O&M Plan, the MWRDGC may issue written notice by certified, registered, or electronic mail to the Village directing the Village to perform such maintenance. If the maintenance has not been performed on or before thirty (30) calendar days after such notice, the MWRDGC may cause such maintenance to be performed and the Village will pay the MWRDGC the entire cost that the MWRDGC incurred to perform the required maintenance, with said reimbursement to be paid by the Village to the MWRDGC within thirty (30) calendar days after request.
5. In addition to Paragraph 4 of this Article, if the MWRDGC determines that the Village has failed to maintain the Project's improvements to provide the intended Public Benefit, the MWRDGC may require the Village to repay some or all of the funding that the MWRDGC provided under this Agreement. The amount of repayment is at the sole discretion of the MWRDGC. However, this Paragraph will not apply if, after twenty-five (25) years, the Village replaces the Project with improvements that are deemed by the MWRDGC to have an equal or greater Public Benefit.
6. In performing its obligations under this Article, the Village will comply with all access restrictions and notice requirements set forth in the easements, licenses, or deeds recorded pursuant to Article 5 of this Agreement.

Article 7. Notification

1. Bid Advertisement. The Village will provide the MWRDGC with thirty (30) calendar days' notice prior to bid advertisement for the Project.
2. Construction. The Village will provide the MWRDGC with a construction schedule and a minimum of seventy-two (72) hours' notice before the following project milestones:
    - Start of work
    - Substantial completion
    - Completion of work

Article 8. Notification to Residents (Public Outreach)

1. The Village will permanently display signs at locations in the vicinity of the Project that are present and visible to the community setting forth the following information: "This project is a joint effort between the Village of Hoffman Estates and the Metropolitan Water Reclamation District of Greater Chicago, designed to promote the use of green infrastructure as an effective means of stormwater management". The signs will be maintained by the Village and will include educational information about the benefits of green infrastructure. The MWRDGC will provide examples of signage used for similar projects upon request.
2. The Village will notify the MWRDGC of its intent to hold any ceremonies, public outreach, or educational events related to the Project (e.g. groundbreakings, ribbon cuttings, open houses, community fairs, etc.) at least fourteen (14) calendar days prior to the planned event date. The MWRDGC may provide materials or equipment to be used to assist the Village in disseminating Project related information at these events.
3. The MWRDGC reserves the right to record drone footage of the Project. The MWRDGC will provide the Village with fourteen (14) calendar days notice of its intent to record footage. If the desired record date is a date on which the Village has a conflict, the Village will provide the MWRDGC with a more suitable date to record.

Article 9. Termination

1. Prior to commencement of construction of the Project, the Village may, at its option, and upon giving notice to the MWRDGC in the manner provided in Article 26 of this Agreement, terminate this Agreement as it pertains to the entire Project.
2. Prior to Bid Advertisement of the Project, the MWRDGC may, at its option, and upon giving notice to the Village in the manner provided in Article 26 of this Agreement, terminate this Agreement as it pertains to the entire Project.
3. The MWRDGC may also terminate this Agreement if: (a) the Village does not award construction of the Project within six (6) months from the date of execution of this Agreement or by October 1, 2025, whichever comes first or (b) the Project is not completed in accordance with the Construction Documents within one (1) year of the Village's initial award of a construction contract related to the Project or by December 1, 2025, whichever comes first. If the MWRDGC elects to terminate this Agreement based upon (b), the Village must return all funds provided by the MWRDGC within fourteen (14) calendar days of termination. In its sole

discretion, the MWRDGC may approve an extension for delays outside the Village's control and where the Village has made good faith efforts to advance the Project.

4. If, pursuant to Article 4 and Article 5 of this Agreement, the Village is unwilling or incapable of remediating the Project site, and no alternative plan is feasible, this Agreement will be terminated by the MWRDGC. The MWRDGC will provide thirty (30) calendar days written notice to the Village of intent to terminate. Any funds received by the Village from the MWRDGC must be returned within thirty (30) calendar days of such termination.
5. If during the term of this Agreement, either Party fails to comply with any of the provisions contained in this Agreement, the other Party may seek to terminate this Agreement upon thirty (30) calendar days' written notice. Upon receiving written notice of desire to terminate, the Parties will commence discussion regarding conformance with this Agreement. If a resolution is reached, this Agreement will proceed. If no resolution is reached, this Agreement will be deemed terminated. Within thirty (30) calendar days of such termination, all funds received from the MWRDGC will be returned, unless other arrangements are agreed upon in writing.
6. If it is determined that the Village provided false, incorrect, or misleading information regarding the Project or the funding thereof, the MWRDGC may terminate this Agreement and require the Village to return a portion or all of the Project related funds received from the MWRDGC no later than fourteen (14) calendar days following termination of this Agreement. The determination as to whether the Village has violated this Paragraph of the Agreement, and the amount of funds to be returned, is solely in the MWRDGC's discretion.

Article 10. Effective Date

This Agreement becomes effective on the date that the last signature is affixed to the signature pages.

Article 11. Duration

Subject to the terms and conditions of Article 9 of this Agreement, this Agreement will remain in full force and effect for twenty-five (25) years (project life) from the effective date of this Agreement. After twenty-five (25) years have elapsed, this Agreement will automatically renew on an annual basis unless either Party sends written notification to the other Party regarding non-renewal of the Agreement. The Parties will commence discussion within fourteen (14) calendar days of receipt of the notice to determine whether non-renewal of this Agreement is appropriate.

If the Parties agree, the Agreement will be considered expired thirty (30) calendar days thereafter. If there is no concurrence, this Agreement will remain in effect.

Article 12. Non-Assignment

Neither Party may assign its rights or obligations under this Agreement without the prior written consent of the other Party.

Article 13. Waiver of Personal Liability

No official, employee, or agent of either Party to this Agreement will be charged personally by the other Party with any liability or expenses of defense incurred as a result of the exercise of any rights, privileges, or authority granted in this Agreement, nor will he or she be held personally liable under any term, provision, or paragraph of this Agreement, or because of a Party's execution or attempted execution of this Agreement, or because of any breach of this Agreement.

Article 14. Indemnification

The Village will defend, indemnify, and release from liability the MWRDGC, its Commissioners, officers, employees, and other agents ("MWRDGC Parties") from liabilities of every kind, including losses, damages and reasonable costs, payments and expenses (such as, but not limited to, court costs and reasonable attorney fees and disbursements), claims, demands, actions, suits, proceedings, judgments, or settlements, any or all of which are asserted by any individual, private entity, or public entity against the MWRDGC Parties and arise out of or are in any way related to: (1) design, construction, operation, or maintenance of the Project that is the subject of this Agreement or (2) the exercise of any right, privilege, or authority granted to the Village under this Agreement. The provisions contained in this Article will survive the termination, expiration, or non-renewal of this Agreement.

Article 15. Representations of the Village

The Village covenants, represents, and warrants as follows:

1. The Village has full authority to execute, deliver, and perform or cause to be performed this Agreement; and
2. The individuals signing this Agreement and all other documents executed on behalf of the Village are duly authorized to sign on behalf of and to bind the Village; and

3. The execution and delivery of this Agreement, consummation of the transactions provided for in this Agreement, and the fulfillment of the terms will not result in any breach of any of the terms or provisions of or constitute a default under any agreement of the Village or any instrument to which the Village is bound or any judgment, decree, or order of any court, governmental body, or any applicable law, rule, or regulation; and
4. The funds allocated by the Village for this Project are separate from and in addition to the funds that the MWRDGC will provide under this Agreement.

Article 16. Representations of the MWRDGC

The MWRDGC covenants, represents, and warrants as follows:

1. The MWRDGC has full authority to execute, deliver, and perform or cause to be performed this Agreement; and
2. The individuals signing this Agreement and all other documents executed on behalf of the MWRDGC are duly authorized to sign on behalf of and to bind the MWRDGC; and
3. The execution and delivery of this Agreement, consummation of the transactions provided for in this Agreement, and the fulfillment of its terms will not result in any breach of any of the terms or provisions of or constitute a default under any agreement of the MWRDGC or any instrument to which the MWRDGC is bound or any judgment, decree, or order of any court, governmental body, or any applicable law, rule, or regulation.

Article 17. Disclaimers

This Agreement is not intended, nor will it be construed, to confer any rights, privileges, or authority not permitted by Illinois law. Nothing in this Agreement will be construed to establish a contractual relationship between the MWRDGC and any party other than the Village.

Article 18. Waivers

Whenever a Party to this Agreement by proper authority waives the other Party's performance in any respect or waives a requirement or condition to performance, the waiver so granted, whether express or implied, will only apply to the particular instance and will not be deemed a waiver for subsequent instances of the performance, requirement, or condition. No such waiver will be construed as a modification of this Agreement regardless of the number of times the performance, requirement, or condition may have been waived.

Article 19. Severability

If any provision of this Agreement is held to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability will not affect any other provisions of this Agreement, and this Agreement will be construed as if such invalid, illegal, or unenforceable provision had never been contained therein. The remaining provisions will remain in full force and will not be affected by the invalid, illegal, or unenforceable provision or by its severance. In lieu of such illegal, invalid, or unenforceable provision, there will be added automatically as part of this Agreement a provision as similar in its terms to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable.

Article 20. Necessary Documents

Each Party agrees to execute and deliver all further documents, and take all further action reasonably necessary, to effectuate the purpose of this Agreement. Upon the completion of the Project, the Village will provide the MWRDGC with a full-sized copy of "as-built" drawings for the Project. The drawings will be affixed with the "as-built" printed mark and must be signed by both the Village resident engineer and the contractor.

Article 21. Compliance with Applicable Laws and Deemed Inclusion of Same

1. The Parties agree to observe and comply with all federal, state, and local laws, codes, and ordinances applicable to the Project. Provisions required (as of the effective date) by law, ordinances, rules, regulations, or executive orders to be inserted in this Agreement are deemed inserted in this Agreement whether or not they appear in this Agreement or, upon application by either Party, this Agreement will be amended to make the insertions. However, in no event will the failure to insert such provisions before or after this Agreement is signed prevent its enforcement.
2. The Parties to this Agreement will comply with all applicable federal, state, and local laws, rules, and regulations in carrying out the terms and conditions of this Agreement, including the Equal Opportunity clause set forth in Appendix A to the Illinois Department of Human Rights' regulations, which is incorporated by reference in its entirety as though fully set forth in this Agreement.
3. The Village agrees that it will ensure that all contractors and subcontractors that perform work on the Project are properly registered to transact business with the Illinois Secretary of State,

are properly licensed for the work to be performed, and are properly insured at all times while performing work under this Agreement.

Article 22. Entire Agreement

This Agreement, and any exhibits or riders attached hereto, constitute the entire agreement between the Parties. No other warranties, inducements, considerations, promises, or interpretations may be implied that are not expressly set forth in this Agreement.

Article 23. Amendments

This Agreement will not be amended unless it is done so in writing and signed by the authorized representatives of both Parties.

Article 24. References to Documents

All references in this Agreement to any exhibit or document will be deemed to include all supplements and authorized amendments to any such exhibits or documents to which both Parties hereto are privy.

Article 25. Judicial and Administrative Remedies

1. The Parties agree that this Agreement and any subsequent amendments will be governed by and construed and enforced in accordance with the laws of the State of Illinois in all respects, including matters of construction, validity, and performance. The Parties further agree that the proper venue to resolve any dispute which may arise out of this Agreement is the appropriate court of competent jurisdiction located in Cook County, Illinois.
2. The rights and remedies of the MWRDGC or the Village will be cumulative, and election by the MWRDGC or the Village of any single remedy will not constitute a waiver of any other remedy that such Party may pursue under this Agreement.

Article 26. Notices

Unless otherwise stated in this Agreement, all notices given in connection with this Agreement will be deemed adequately given only if in writing and addressed to the Party for whom such notices are intended at the addresses set forth in Article 27 of this Agreement, unless otherwise specified and agreed to in writing by the Parties. All notices will be sent by personal delivery, first class registered or certified mail with postage prepaid and return receipt requested, or by electronic

mail. A written notice will be deemed to have been given to the recipient Party on the earlier of (a) the date it is delivered to the address required by this Agreement; (b) with respect to notices sent by mail, two (2) calendar days (excluding Sundays and federal holidays) following the date it is properly addressed and placed in the U.S. Mail, with proper postage prepaid; or (c) with respect to notices sent by electronic mail, on the date of notification of delivery receipt, if delivery was during the normal business hours of the recipient, or on the next business day, if delivery was outside normal business hours of the recipient. In the heading of all notices, the Parties must identify the Project by stating as follows: "IGA between Village of Hoffman Estates and the MWRDGC for the Village Hall Green Parking Lot in Hoffman Estates".

Article 27. Representatives

1. Immediately upon execution of this Agreement, the following individuals will represent the Parties as primary contacts and must receive notice in all matters under this Agreement.

For the MWRDGC:	For the Village:
Director of Engineering	Village Manager
Metropolitan Water Reclamation District	Village of Hoffman Estates
of Greater Chicago	1900 Hassell Road
100 East Erie Street	Hoffman Estates, Illinois 60169
Chicago, Illinois 60611	Phone: (847) 882-9100
Phone: (312) 751-7905	Email: epalm@vohe.org
Email: oconnorc@mwrd.org	

2. Each Party agrees to promptly notify the other Party of any change in its designated representative, and provide the new representative's name, address, telephone number, and electronic mail address.

Article 28. Interpretation and Execution

1. The Parties agree that this Agreement will not be construed against a Party by reason of who prepared it.
2. Each Party agrees to provide a certified copy of the ordinance, bylaw, or other authority demonstrating that the person(s) signing this Agreement is/are authorized to do so and that this Agreement is a valid and binding obligation of the Party.
3. The Parties will execute this Agreement electronically, unless the Parties otherwise agree to execute paper copies of the Agreement, in which case four (4) copies of the Agreement will be executed.

Article 29. Exhibits and Attachments

The following Exhibits are attached and incorporated into this Agreement, with amended versions attached, as applicable:

Exhibit 1:	Project Vicinity Map and Project Conceptual Drawing
Exhibit 2:	DRC Calculation Sheet
Exhibit 3:	MWRDGC's Purchasing Act, 70 ILCS 2605/11.1-11.24
Exhibit 4:	MWRDGC's Multi-Project Labor Agreement (Cook County) with Certificate of Compliance, effective October 6, 2017
Exhibit 5:	MWRDGC's Affirmative Action Ordinance, Revised Appendix D, dated December 31, 2022
Exhibit 6:	MWRDGC's Appendix V, Veteran Owned Business Enterprise Contracting Policy Requirements, dated May 1, 2023
Exhibit 7:	MBE/WBE Utilization Plan
Exhibit 8:	VBE Commitment Form
Exhibit 9:	Affirmative Action Status Report
Exhibit 10:	Operation and Maintenance Plan
Exhibit 11:	Affidavit of Ownership

The Metropolitan Water Reclamation District of Greater Chicago and Village of Hoffman Estates, have executed this Agreement, by their authorized officers, duly attested and their seals affixed, as of the date of the last signature affixed hereto.

VILLAGE OF HOFFMAN ESTATES

By:_____
Village President

Date: _____

ATTEST:

_____
Village Clerk

Date: _____

METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO

_____

Chairman of the Committee on Finance Date

_____

Executive Director Date

ATTEST:

_____

Clerk Date

APPROVED AS TO ENGINEERING AND TECHNICAL MATTERS:

_____

Director of Engineering Date

APPROVED AS TO FORM AND LEGALITY:

_____

Head Assistant Attorney Date

_____

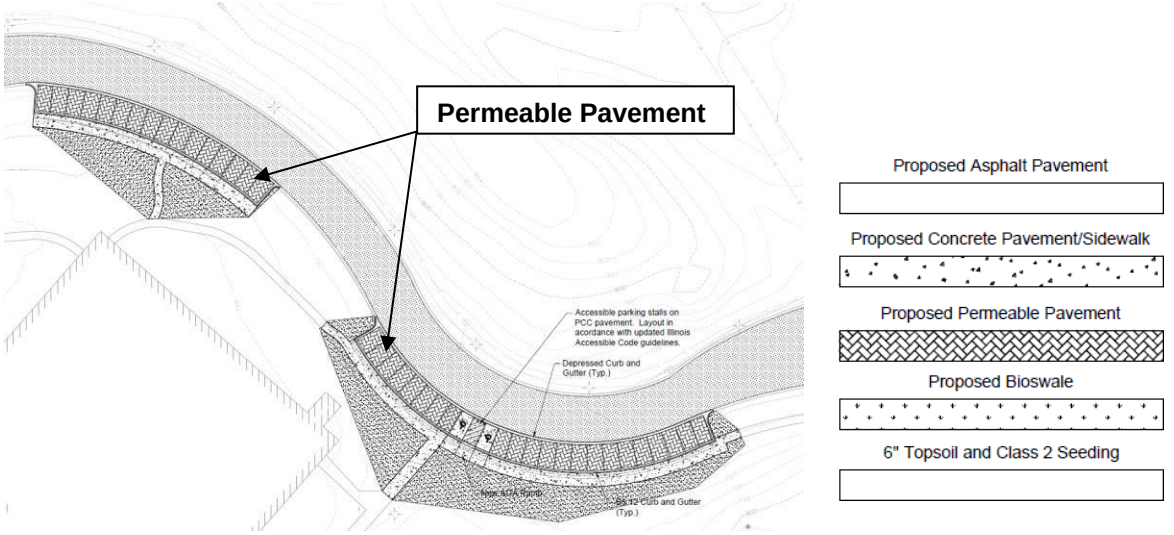
General Counsel Date

EXHIBIT 1

PROJECT VICINITY MAP AND CONCEPTUAL DRAWING

Village Hall Green Parking Lot in Hoffman Estates

24-IGA-12



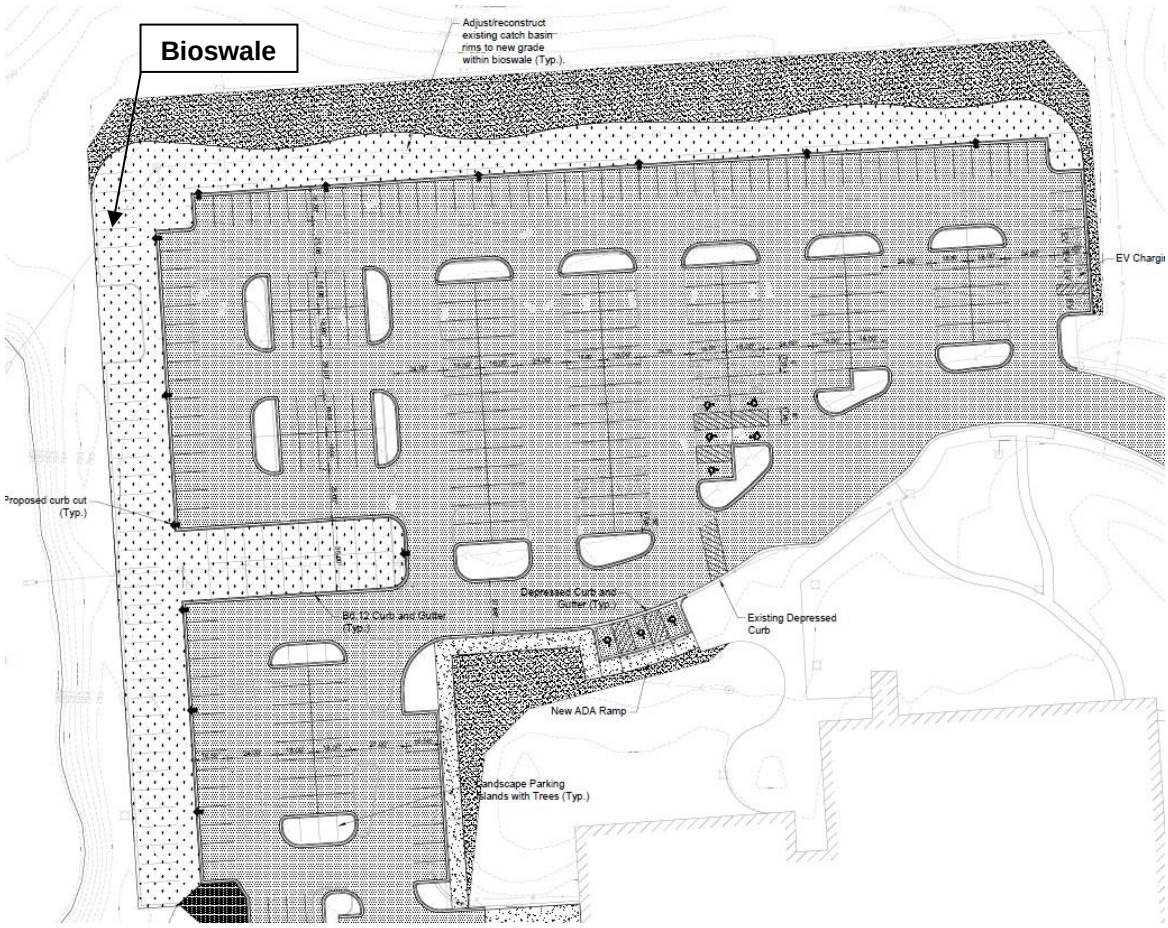


EXHIBIT 2

DRC CALCULATION SHEET

MWRDGC
Stormwater Design Retention Capacity (DRC) Calculations For Green Infrastructure (GI)

Key:
- user input
- calculated

Notes:

1. For questions, please contact MWRD Engineer at GelderM@mwrd.org
2. How "Volume Factor" is assigned for each layer:
- If below the invert of a pipe draining the area/underdrain, it is counted at 100%
- If no pipe/underdrain in your GI installation, all volume can be considered "below invert" and counted at 100%
- If above the invert, it is counted at 50%
- For bioretention areas with depressions for ponding, ponding layer is always counted at 100% (with or without an underdrain)

3. Please reference all user-input data using Notes, Reference Column
4. 6-hr infiltrated volume (cf) = infiltration rate (in/hr) * surface area (sf) * 6[hrs]/12[in/ft]. Maximum infiltration rate to be used in this calculation is 3.6 in/hr.
5. Add more Layer rows or Retention Areas as necessary, making sure the Total DRC is calculating correctly.

Project Name:			
Project / IGA Number:			
Design Stage:			
Total Constructed Volume:	-	gallons	Runoff Volume Check:
Total Infiltration Volume:	-	gallons	
Design DRC:	-	**gallons**	Please fill in CN & Runoff Volume tab
Design DRC (Capped):	-	**gallons**	
Infiltration Volume (Capped):	-		
Reimbursement Rates:		per gallon (Constructed)	$ 1.00 per gallon (Infiltration)
Calculated MWRD Contribution:	$ -		
Construction Cost Estimate:	$ -		
MWRD Max. Cost Share:		MWRD Max. Contribution:	
Resulting Potential MWRD Contribution:	**$ -**		
Engineer's Signature (Final Design only):		IL PE License No.:	

Retention Area #1 (_____)

Stone, Soil, Ponding Layers Volume ("Constructed Volume")										
Layer #	**Layer Description (Aggregate Size, Soil, Ponding)**	**Porosity**	**Location relative to underdrain**	**Volume Factor**	**Depth (ft)**	**Length (ft)**	**Width (ft)**	**Surface Area (sf)**	**Layer Volume (cf)**	**Notes, References**
1				0%				0	-	
2				0%				0	-	
3				0%				0	-	
4				0%				0	-	
5				0%				0	-	
								Subtotal Constructed Volume (cf)	-	
								Subtotal Constructed Volume (gallons)	**-**	

Groundwater Check		**Notes, References**
Elevation of bottom of BMP (the infiltration surface) IF there is no underdrain, OR the lowest underdrain invert elevation (ft)		
Groundwater elevation (ft)		
Depth to seasonal groundwater level (ft) (Must be 2 feet or greater, or 3.5 feet or greater if draining to combined sewer)	-	

Infiltration Volume		**Notes, References**
Vertical infiltration rate of surrounding soil (in/hr) (preferred to be estimated/measured at the lowest excavation elevation)		
Infiltration rate to be used for calculation (in/hr)	-	
Surface Area across which infiltration occurs (sf)		
6-hr infiltrated volume (cf)	-	
Infiltration Volume (gallons)	**-**	

Retention Area #2 (_____)

Stone, Soil, Ponding Layers Volume ("Constructed Volume")										
Layer #	**Layer Description (Aggregate Size, Soil, Ponding)**	**Porosity**	**Location relative to underdrain**	**Volume Factor**	**Depth (ft)**	**Length (ft)**	**Width (ft)**	**Surface Area (sf)**	**Layer Volume (cf)**	**Notes, References**
1				0%				0	-	
2				0%				0	-	
3				0%				0	-	
4				0%				0	-	
5				0%				0	-	
								Subtotal Constructed Volume (cf)	-	
								Subtotal Constructed Volume (gallons)	**-**	

Groundwater Check		**Notes, References**
Elevation of bottom of BMP (the infiltration surface) IF there is no underdrain, OR the lowest underdrain invert elevation (ft)		
Groundwater elevation (ft)		
Depth to seasonal groundwater level (ft) (Must be 2 feet or greater, or 3.5 feet or greater if draining to combined sewer)	-	

Infiltration Volume		**Notes, References**
Vertical infiltration rate of surrounding soil (in/hr) (preferred to be estimated/measured at the lowest excavation elevation)		
Infiltration rate to be used for calculation (in/hr)	-	
Surface Area across which infiltration occurs (sf)		
6-hr infiltrated volume (cf)	-	
Infiltration Volume (gallons)	**-**	

Retention Area #3 (_____)

Stone, Soil, Ponding Layers Volume ("Constructed Volume")										
Layer #	**Layer Description (Aggregate Size, Soil, Ponding)**	**Porosity**	**Location relative to underdrain**	**Volume Factor**	**Depth (ft)**	**Length (ft)**	**Width (ft)**	**Surface Area (sf)**	**Layer Volume (cf)**	**Notes, References**
1				0%				0	-	
2				0%				0	-	
3				0%				0	-	
4				0%				0	-	
5				0%				0	-	
								Subtotal Constructed Volume (cf)	-	
								Subtotal Constructed Volume (gallons)	**-**	

Groundwater Check		**Notes, References**
Elevation of bottom of BMP (the infiltration surface) IF there is no underdrain, OR the lowest underdrain invert elevation (ft)		
Groundwater elevation (ft)		
Depth to seasonal groundwater level (ft) (Must be 2 feet or greater, or 3.5 feet or greater if draining to combined sewer)	-	

Infiltration Volume		**Notes, References**
Vertical infiltration rate of surrounding soil (in/hr) (preferred to be estimated/measured at the lowest excavation elevation)		
Infiltration rate to be used for calculation (in/hr)	-	
Surface Area across which infiltration occurs (sf)		
6-hr infiltrated volume (cf)	-	
Infiltration Volume (gallons)	**-**	

MWRDGC

Stormwater Design Retention Capacity (DRC) Calculations

For Green Infrastructure (GI)

Key:	
user input	
calculated	

Notes:

1. For questions, please contact MWRD Engineer at GelderM@mwrd.org

2. How "Volume Factor" is assigned for each layer:

- If below the invert of a pipe draining the area/underdrain, it is counted at 100%
- If no pipe/underdrain in your GI installation, all volume can be considered "below invert" and counted at 100%
- If above the invert, it is counted at 50%
- For bioretention areas with depressions for ponding, ponding layer is always counted at 100% (with or without an underdrain)

3. Please reference all user-input data using Notes, Reference Column

4. 6-hr infiltrated volume (cf) = infiltration rate (in/hr) * surface area (sf) * 6[hrs]/12[in/ft]. Maximum infiltration rate to be used in this calculation is 3.6 in/hr.

5. Add more Layer rows or Retention Areas as necessary, making sure the Total DRC is calculating correctly.

Project Name:			
Project / IGA Number:			
Design Stage:	Construction Complete		
Total Constructed Volume:	-	gallons	Runoff Volume Check:
Total Infiltration Volume:	-	gallons	
Final Constructed DRC:	**-**	**gallons**	Please fill in CN & Runoff Volume tab
Constructed DRC (Capped):	**-**	**gallons**	
Infiltration Volume (Capped):	-	gallons	

Amount Outside 10% Allowance:	Constructed Volume		Infiltration Volume	
	0	gallons	0	gallons

Calculated MWRD Contribution:	$	-
Construction Cost Estimate:		
MWRD Max. Cost Share:		MWRD Max. Contribution:
Resulting MWRD Contribution:	**$**	**-**
Engineer's Signature:		IL PE License No.:

Retention Area #1 (_____)

Stone, Soil, Ponding Layers Volume ("Constructed Volume")										
Layer #	**Layer Description (Aggregate Size, Soil, Ponding)**	**Porosity**	**Location relative to underdrain**	**Volume Factor**	**Depth (ft)**	**Length (ft)**	**Width (ft)**	**Surface Area (sf)**	**Layer Volume (cf)**	**Notes, References**
1				0%				0	-	
2				0%				0	-	
3				0%				0	-	
4				0%				0	-	
5				0%				0	-	
								Subtotal Constructed Volume (cf)	-	
								Subtotal Constructed Volume (gallons)	**-**	

Groundwater Check		**Notes, References**
Elevation of bottom of BMP (the infiltration surface) IF there is no underdrain, OR the lowest underdrain invert elevation (ft)		
Groundwater elevation (ft)		
Depth to seasonal groundwater level (ft) (Must be 2 feet or greater, or 3.5 feet or greater if draining to combined sewer)	-	

Infiltration Volume		**Notes, References**
Vertical infiltration rate of surrounding soil (in/hr) (preferred to be estimated/measured at the lowest excavation elevation)		
Infiltration rate to be used for calculation (in/hr)	-	
Surface Area across which infiltration occurs (sf)		
6-hr infiltrated volume (cf)	-	
Infiltration Volume (gallons)	**-**	

Retention Area #2 (_____)

Stone, Soil, Ponding Layers Volume ("Constructed Volume")										
Layer #	**Layer Description (Aggregate Size, Soil, Ponding)**	**Porosity**	**Location relative to underdrain**	**Volume Factor**	**Depth (ft)**	**Length (ft)**	**Width (ft)**	**Surface Area (sf)**	**Layer Volume (cf)**	**Notes, References**
1				0%				0	-	
2				0%				0	-	
3				0%				0	-	
4				0%				0	-	
5				0%				0	-	
								Subtotal Constructed Volume (cf)	-	
								Subtotal Constructed Volume (gallons)	**-**	

Groundwater Check		**Notes, References**
Elevation of bottom of BMP (the infiltration surface) IF there is no underdrain, OR the lowest underdrain invert elevation (ft)		
Groundwater elevation (ft)		
Depth to seasonal groundwater level (ft) (Must be 2 feet or greater, or 3.5 feet or greater if draining to combined sewer)	-	

Infiltration Volume		**Notes, References**
Vertical infiltration rate of surrounding soil (in/hr) (preferred to be estimated/measured at the lowest excavation elevation)		
Infiltration rate to be used for calculation (in/hr)	-	
Surface Area across which infiltration occurs (sf)		
6-hr infiltrated volume (cf)	-	
Infiltration Volume (gallons)	**-**	

Retention Area #3 (_____)

Stone, Soil, Ponding Layers Volume ("Constructed Volume")										
Layer #	**Layer Description (Aggregate Size, Soil, Ponding)**	**Porosity**	**Location relative to underdrain**	**Volume Factor**	**Depth (ft)**	**Length (ft)**	**Width (ft)**	**Surface Area (sf)**	**Layer Volume (cf)**	**Notes, References**
1				0%				0	-	
2				0%				0	-	
3				0%				0	-	
4				0%				0	-	
5				0%				0	-	
								Subtotal Constructed Volume (cf)	-	
								Subtotal Constructed Volume (gallons)	**-**	

Groundwater Check		**Notes, References**
Elevation of bottom of BMP (the infiltration surface) IF there is no underdrain, OR the lowest underdrain invert elevation (ft)		
Groundwater elevation (ft)		
Depth to seasonal groundwater level (ft) (Must be 2 feet or greater, or 3.5 feet or greater if draining to combined sewer)	-	

Infiltration Volume		**Notes, References**
Vertical infiltration rate of surrounding soil (in/hr) (preferred to be estimated/measured at the lowest excavation elevation)		
Infiltration rate to be used for calculation (in/hr)	-	
Surface Area across which infiltration occurs (sf)		
6-hr infiltrated volume (cf)	-	
Infiltration Volume (gallons)	**-**	

PROJECT: **DESIGN STAGE:**

ENGINEER'S SIGNATURE **IL PE LICENSE NO.:**

COMPOSITE RUNOFF CURVE NUMBER (*CN*)

RUNOFF CURVE NUMBER (LIST ALL SURFACES THAT DRAIN INTO PROPOSED GREEN INFRASTRUCTURE AND ATTACH AN EXHIBIT OUTLINING THE AREAS AND SHOWING HOW THEY DRAIN INTO PROPOSED GI)

Surface Description	Hydrologic Soil Group (HSG)	CN (see options below)	Area (acres)	Product (CN)(Area)
		TOTALS:		

COMPOSITE RUNOFF CURVE NUMBER

$$\text{Composite CN} = \frac{\text{Total Product}}{\text{Total Area}} = \quad \rightarrow \quad \textbf{Composite CN} =$$

RUNOFF VOLUME

DEVELOPMENT INFORMTION

1.	Area, *A*		acres
2.	Curve Number, *CN*		
3.	10-year, 24-hr Rainfall Depth, *P*	5.15	inches
4.	100-year, 24-hr Rainfall Depth, *P*	8.57	inches

RUNOFF DEPTH (NRCS RUNOFF EQUATIONS)

5.	Maximum Retention, *S*	$S = \frac{1000}{CN} - 10$		inches
6.	10-Year Runoff Depth, $Q_D 10$	$Q_D = \frac{(P - 0.2S)^2}{(P + 0.8S)}$		inches
6.	100-Year Runoff Depth, $Q_D 100$	$Q_D = \frac{(P - 0.2S)^2}{(P + 0.8S)}$		inches

RUNOFF VOLUME

7.	**10-Year** Runoff Volume, $V_R 10$	$V_R = Q_D A \left(\frac{1}{12\frac{in}{ft}}\right)$		ac-ft
				cf
				gallons
7.	**100-Year** Runoff Volume, $V_R 100$	$V_R = Q_D A \left(\frac{1}{12\frac{in}{ft}}\right)$		ac-ft
				cf
				gallons

EXHIBIT 3

MWRDGC'S PURCHASING ACT

(70 ILCS 2605/11.1) (from Ch. 42, par. 331.1)

Sec. 11.1. Sections 11.1 through 11.24 of this amendatory Act of 1963 shall be known and may be cited as the "Purchasing Act for the Metropolitan Sanitary District of Greater Chicago."

(Source: P.A. 82-1046.)

(70 ILCS 2605/11.2) (from Ch. 42, par. 331.2)

Sec. 11.2. In addition to all the rights, powers, privileges, duties and obligations conferred thereon in "An Act to create sanitary districts and to remove obstructions in the Des Plaines and Illinois rivers", approved May 29, 1889, as amended, the Metropolitan Sanitary District of Greater Chicago shall have the rights, powers and privileges and shall be subject to the duties and obligations conferred thereon by this amendatory Act of 1963.

(Source: Laws 1963, p. 2498.)

(70 ILCS 2605/11.3) (from Ch. 42, par. 331.3)

Sec. 11.3. Except as provided in Sections 11.4 and 11.5, all purchase orders or contracts involving amounts in excess of the mandatory competitive bid threshold and made by or on behalf of the sanitary district for labor, services or work, the purchase, lease or sale of personal property, materials, equipment or supplies, or the granting of any concession, shall be let by free and open competitive bidding after advertisement, to the lowest responsible bidder or to the highest responsible bidder, as the case may be, depending upon whether the sanitary district is to expend or receive money.

All such purchase orders or contracts which shall involve amounts that will not exceed the mandatory competitive bid threshold, shall also be let in the manner prescribed above whenever practicable, except that after solicitation of bids, such purchase orders or contracts may be let in the open market, in a manner calculated to insure the best interests of the public. The provisions of this section are subject to any contrary provisions contained in "An Act concerning the use of Illinois mined coal in certain plants and institutions", filed July 13, 1937, as heretofore and hereafter amended. For purposes of this Section, the "mandatory competitive bid threshold" is a dollar amount equal to 0.1% of the total general fixed assets of the district as reported in the most recent required audit report. In no event, however, shall the mandatory competitive bid threshold dollar amount be less than $10,000 or more than $40,000.

Notwithstanding the provisions of this Section, the sanitary district is expressly authorized to establish such procedures as it deems appropriate to comply with state or federal regulations as to affirmative action and the utilization of small and minority businesses in construction

and procurement contracts.
(Source: P.A. 92-195, eff. 1-1-02.)

(70 ILCS 2605/11.4)(from Ch. 42, par. 331.4)

Sec. 11.4. Contracts which by their nature are not adapted to award by competitive bidding, such as, but not only, contracts for the services of individuals possessing a high degree of professional skill where the ability or fitness of the individual plays an important part, contracts for the purchase or sale of utilities and contracts for materials economically procurable only from a single source of supply and leases of real property where the sanitary district is the lessee shall not be subject to the competitive bidding requirements of this Act. The sanitary district is expressly authorized to procure from any federal, state or local governmental unit or agency such surplus materials, as may be made available without conforming to the competitive bidding requirements of this Act. Regular employment contracts, whether classified in civil service or not, shall not be subject to the competitive bidding requirements of this Act.
(Source: Laws 1963, p. 2498.)

(70 ILCS 2605/11.5)(from Ch. 42, par. 331.5)

Sec. 11.5. In the event of an emergency affecting the public health or safety, so declared by action of the board of trustees, which declaration shall describe the nature of the injurious effect upon the public health or safety, contracts may be let to the extent necessary to resolve such emergency without public advertisement. The declaration shall fix the date upon which such emergency shall terminate. The date may be extended or abridged by the board of trustees as in its judgment the circumstances require.

The executive director appointed in accordance with Section 4 of this Act shall authorize in writing and certify to the director of procurement and materials management those officials or employees of the several departments of the sanitary district who may purchase in the open market without filing a requisition or estimate therefor, and without advertisement, any supplies, materials, equipment or services, for immediate delivery to meet bona fide operating emergencies where the amount thereof is not in excess of $50,000; provided, that the director of procurement and materials management shall be notified of such emergency. A full written account of any such emergency together with a requisition for the materials, supplies, equipment or services required therefor shall be submitted immediately by the requisitioning agent to the executive director and such report and requisition shall be submitted to the director of procurement and materials management and shall be open to public inspection for a period of at least one year subsequent to the

date of such emergency purchase. The exercise of authority in respect to purchases for such bona fide operating emergencies shall not be dependent upon a declaration of emergency by the board of trustees under the first paragraph of this Section.
(Source: P.A. 95-923, eff. 1-1-09; 96-165, eff. 8-10-09.)

(70 ILCS 2605/11.6) (from Ch. 42, par. 331.6)

Sec. 11.6. The head of each department shall notify the director of procurement and materials management of those officers and employees authorized to sign requests for purchases. Requests for purchases shall be void unless executed by an authorized officer or employee and approved by the director of procurement and materials management. Requests for purchases may be executed, approved and signed manually or electronically.

Officials and employees making requests for purchases shall not split or otherwise partition for the purpose of evading the competitive bidding requirements of this Act, any undertaking involving amounts in excess of the mandatory competitive bid threshold.
(Source: P.A. 95-923, eff. 1-1-09.)

(70 ILCS 2605/11.7) (from Ch. 42, par. 331.7)

Sec. 11.7. All proposals to award purchase orders or contracts involving amounts in excess of the mandatory competitive bid threshold shall be published at least 12 calendar days in advance of the date announced for the receiving of bids, in a secular English language newspaper of general circulation in said sanitary district and shall be posted simultaneously on readily accessible bulletin boards in the principal office of the sanitary district. Nothing contained in this section shall be construed to prohibit the placing of additional advertisements in recognized trade journals. Advertisements for bids shall describe the character of the proposed contract or agreement in sufficient detail either in the advertisement itself or by reference to plans, specifications or other detail on file at the time of publication of the first announcement, to enable the bidders to know what their obligation will be. The advertisement shall also state the date, time and place assigned for the opening of bids. No bids shall be received at any time subsequent to the time indicated in the announcement; however, an extension of time may be granted for the opening of such bids upon publication in the same newspaper of general circulation in said sanitary district stating the date to which bid opening has been extended. The time of the extended bid opening shall not be less than 5 days after publication, Sundays and legal holidays excluded.

Cash, cashier's check or a certified check payable to the clerk and drawn upon a bank, as a deposit of good faith, in a

reasonable amount not in excess of 10% of the contract amount, may be required of each bidder by the director of procurement and materials management on all bids involving amounts in excess of the mandatory competitive bid threshold. If a deposit is required, the advertisement for bids shall so specify. Instead of a deposit, the director of procurement and materials management may allow the use of a bid bond if the bond is issued by a surety company that is listed in the Federal Register and is authorized to do business in the State of Illinois.
(Source: P.A. 95-923, eff. 1-1-09.)

(70 ILCS 2605/11.8) (from Ch. 42, par. 331.8)
Sec. 11.8. Any agreement or collusion among bidders or prospective bidders in restraint of freedom of competition by agreement to bid a fixed price, or otherwise, shall render the bids of such bidder void. Each bidder shall accompany his bid with a sworn statement, or otherwise swear or affirm, that he has not been a party to any such agreement or collusion. Any disclosure in advance of the opening of bids, on the terms of the bids submitted in response to an advertisement, made or permitted by the director of procurement and materials management or any officer or employee of said sanitary district shall render the proceedings void and shall require re-advertisement and re-award.
(Source: P.A. 95-923, eff. 1-1-09.)

(70 ILCS 2605/11.9) (from Ch. 42, par. 331.9)
Sec. 11.9. All sealed bids shall be publicly opened by the director of procurement and materials management, or his designee, and such bids shall be open to public inspection for a period of at least 48 hours before award is made; provided, this provision shall not apply to the sale of bonds, tax anticipation warrants or other financial obligations of the sanitary district.
(Source: P.A. 95-923, eff. 1-1-09.)

(70 ILCS 2605/11.10) (from Ch. 42, par. 331.10)
Sec. 11.10. Every contract or purchase order involving amounts in excess of the mandatory competitive bid threshold shall be signed by the president or other duly authorized officer of the board of commissioners, by the executive director, by the clerk and by the director of procurement and materials management. Each bid with the name of the bidder shall be entered upon a record which shall be open to public inspection in the office of the director of procurement and

materials management. After the award is made, the bids shall be entered in the official records of the board of commissioners.

All purchase orders or contracts involving amounts that will not exceed the mandatory competitive bid threshold shall be let by the director of procurement and materials management. They shall be signed by the director of procurement and materials management and the clerk. All records pertaining to such awards shall be open to public inspection for a period of at least one year subsequent to the date of the award.

An official copy of each awarded purchase order or contract together with all necessary attachments thereto, including assignments and written consent of the director of procurement and materials management shall be retained by the director of procurement and materials management in an appropriate file open to the public for such period of time after termination of contract during which action against the municipality might ensue under applicable laws of limitation. Certified copies of all completed contracts and purchase orders shall be filed with the clerk. After the appropriate period, purchase orders, contracts and attachments in the clerk's possession may be destroyed by direction of the director of procurement and materials management.

The provisions of this Act are not applicable to joint purchases of personal property, supplies and services made by governmental units in accordance with Sections 1 through 5 of "An Act authorizing certain governmental units to purchase personal property, supplies and services jointly," approved August 15, 1961.

(Source: P.A. 95-923, eff. 1-1-09.)

(70 ILCS 2605/11.11)(from Ch. 42, par. 331.11)

Sec. 11.11. In determining the responsibility of any bidder, the director of procurement and materials management may take into account, in addition to financial responsibility, past records of transactions with the bidder, experience, adequacy of equipment, ability to complete performance within a specific time and other pertinent factors, including but not limited to whether the equipment or material is manufactured in North America.

(Source: P.A. 95-923, eff. 1-1-09.)

(70 ILCS 2605/11.12)(from Ch. 42, par. 331.12)

Sec. 11.12. Any and all bids received in response to an advertisement may be rejected by the director of procurement and materials management if the bidders are not deemed responsible, or the character or quality of the services, supplies, materials, equipment or labor do not conform to requirements, or if the public interest may be better served

thereby.
(Source: P.A. 95-923, eff. 1-1-09.)

(70 ILCS 2605/11.13)(from Ch. 42, par. 331.13)

Sec. 11.13. Bond, with sufficient sureties, in such amount as shall be deemed adequate by the director of procurement and materials management not only to insure performance of the contract in the time and manner specified in said contract but also to save, indemnify and keep harmless the sanitary district against all liabilities, judgments, costs and expenses which may in anywise accrue against said sanitary district in consequence of the granting of the contract or execution thereof shall be required for all contracts relative to construction, rehabilitation or repair of any of the works of the sanitary district and may be required of each bidder upon all other contracts in excess of the mandatory competitive bid threshold when, in the opinion of the director of procurement and materials management, the public interest will be better served thereby.

In accordance with the provisions of "An Act in relation to bonds of contractors entering into contracts for public construction", approved June 20, 1931, as amended, all contracts for construction work, to which the sanitary district is a party, shall require that the contractor furnish bond guaranteeing payment for materials and labor utilized in the contract.
(Source: P.A. 95-923, eff. 1-1-09.)

(70 ILCS 2605/11.14)(from Ch. 42, par. 331.14)

Sec. 11.14. No contract to which the sanitary district is a party shall be assigned by the successful bidder without the written consent of the director of procurement and materials management. In no event shall a contract or any part thereof be assigned to a bidder who has been declared not to be a responsible bidder in the consideration of bids submitted upon the particular contract.
(Source: P.A. 95-923, eff. 1-1-09.)

(70 ILCS 2605/11.15)(from Ch. 42, par. 331.15)

Sec. 11.15. No person shall be employed upon contracts for work to be done by any such sanitary district unless he or she is a citizen of the United States, a national of the United States under Section 1401 of Title 8 of the United States Code, an alien lawfully admitted for permanent residence under Section 1101 of Title 8 of the United States Code, an individual who has been granted asylum under Section 1158 of

Title 8 of the United States Code, or an individual who is otherwise legally authorized to work in the United States.
(Source: P.A. 98-280, eff. 8-9-13; 99-231, eff. 8-3-15.)

(70 ILCS 2605/11.16)(from Ch. 42, par. 331.16)

Sec. 11.16. The executive director, with the advice and consent of the board of trustees, shall appoint the director of procurement and materials management. Any person appointed as the director of procurement and materials management must have served at least 5 years in a responsible executive capacity requiring knowledge and experience in large scale purchasing activities.

In making the appointment, the president shall appoint an advisory committee consisting of 5 persons, one of whom shall be the executive director, which advisory board shall submit not fewer than 3 names to the general superintendent for the appointment. The executive director shall make the appointment from nominees submitted by the Advisory Committee after giving due consideration to each nominee's executive experience and his ability to properly and effectively discharge the duties of the director of procurement and materials management.

The director of procurement and materials management may be removed for cause by the executive director. He is entitled to a public hearing before the executive director prior to such anticipated removal. The director of procurement and materials management is entitled to counsel of his own choice. The executive director shall notify the board of trustees of the date, time, place and nature of each hearing and he shall invite the board to appear at each hearing.
(Source: P.A. 95-923, eff. 1-1-09.)

(70 ILCS 2605/11.17)(from Ch. 42, par. 331.17)

Sec. 11.17. Powers of director of procurement and materials management. The director of procurement and materials management shall: (a) adopt, promulgate and from time to time revise rules and regulations for the proper conduct of his office; (b) constitute the agent of the sanitary district in contracting for labor, materials, services, or work, the purchase, lease or sale of personal property, materials, equipment or supplies in conformity with this Act; (c) open all sealed bids; (d) determine the lowest or highest responsible bidder, as the case may be; (e) enforce written specifications describing standards established pursuant to this Act; (f) operate or require such physical, chemical or other tests as may be necessary to insure conformity to such specifications with respect to quality of materials; (g) exercise or require such control as may be necessary to insure conformity to contract provisions with respect to quantity; (h) distribute or cause to be distributed, to the various requisitioning agencies of such

sanitary district such supplies, materials or equipment, as may be purchased by him; (i) transfer materials, supplies, and equipment to or between the various requisitioning agencies and to trade in, sell, donate, or dispose of any materials, supplies, or equipment that may become surplus, obsolete, or unusable; except that materials, supplies, and equipment may be donated only to not-for-profit institutions; (j) control and maintain adequate inventories and inventory records of all stocks of materials, supplies and equipment of common usage contained in any central or principal storeroom, stockyard or warehouse of the sanitary district; (k) assume such related activities as may be assigned to him from time to time by the board of trustees; and (m) submit to the board of trustees an annual report describing the activities of his office. The report shall be placed upon the official records of the sanitary district or given comparable public distribution.
(Source: P.A. 95-923, eff. 1-1-09.)

(70 ILCS 2605/11.18)(from Ch. 42, par. 331.18)

Sec. 11.18. The board of trustees is expressly authorized to establish a revolving fund to enable the director of procurement and materials management to purchase items of common usage in advance of immediate need. The revolving fund shall be reimbursed from appropriations of the using agencies. No officer or employee of a sanitary district organized pursuant to this Act shall be financially interested, directly or indirectly, in any bid, purchase order, lease or contract to which such sanitary district is a party. For purposes of this Section an officer or employee of the sanitary district is deemed to have a direct financial interest in a bid, purchase order, lease or contract with the district, if the officer or employee is employed by the district and is simultaneously employed by a person or corporation that is a party to any bid, purchase order, lease or contract with the sanitary district.

Any officer or employee convicted of a violation of this section shall forfeit his office or employment and in addition shall be guilty of a Class 4 felony.
(Source: P.A. 95-923, eff. 1-1-09.)

(70 ILCS 2605/11.19)(from Ch. 42, par. 331.19)

Sec. 11.19. No department, office, agency or instrumentality, officer or employe of the sanitary district, shall be empowered to execute any purchase order or contract except as expressly authorized by this Act.
(Source: Laws 1963, p. 2498.)

(70 ILCS 2605/11.19a)(from Ch. 42, par. 331.19a)

Sec. 11.19a. Purchases made pursuant to this Act shall be made in compliance with the "Local Government Prompt Payment Act", approved by the Eighty-fourth General Assembly.
(Source: P.A. 84-731.)

(70 ILCS 2605/11.20)(from Ch. 42, par. 331.20)

Sec. 11.20. There shall be a board of standardization, composed of the director of procurement and materials management of the sanitary district who shall be chairman, and 4 other members who shall be appointed by the president of the board of trustees of the sanitary district. The members shall be responsible heads of a major office or department of the sanitary district and shall receive no compensation for their services on the board. The board shall meet at least once each 3 calendar months upon notification by the chairman at least 5 days in advance of the date announced for such meeting. Official action of the board shall require the vote of a majority of all members of the board. The chairman shall cause to be prepared a report describing the proceedings of each meeting. The report shall be transmitted to each member and shall be made available to the president and board of trustees of such sanitary district within 5 days subsequent to the date of the meeting and all such reports shall be open to public inspection, excluding Sundays and legal holidays.

The board of standardization shall: (a) classify the requirements of the sanitary district, including the departments, offices and other boards thereof, with respect to supplies, materials and equipment; (b) adopt as standards, the smallest numbers of the various qualities, sizes and varieties of such supplies, materials and equipment as may be consistent with the efficient operation of the sanitary district; and (c) prepare, adopt, promulgate, and from time to time revise, written specifications describing such standards.

Specifications describing in detail the physical, chemical and other characteristics of supplies, material or equipment to be acquired by purchase order or contract shall be prepared by the board of standardization. However, all specifications pertaining to the construction, alteration, rehabilitation or repair of any real property of such sanitary district shall be prepared by the engineering agency engaged in the design of such construction, alteration, rehabilitation or repair, prior to approval by the director of procurement and materials management. The specification shall form a part of the purchase order or contract, and the performance of all such contracts shall be supervised by the engineering agency designated in the contracts.

In the preparation or revision of standard specifications the board of standardization shall solicit the advice, assistance and cooperation of the several requisitioning agencies and shall be empowered to consult such public or non-public laboratory or technical services as may be deemed expedient. After adoption, each standard specification shall,

until rescinded, apply alike in terms and effect to every purchase order or contract for the purchase of any commodity, material, supply or equipment. The specifications shall be made available to the public upon request.
(Source: P.A. 95-923, eff. 1-1-09.)

(70 ILCS 2605/11.21) (from Ch. 42, par. 331.21)
Sec. 11.21. Official ordinances authorized by this Act shall be adopted by formal action of the board of trustees of the sanitary district and shall be published for the information of the public.
(Source: Laws 1963, p. 2498.)

(70 ILCS 2605/11.22) (from Ch. 42, par. 331.22)
Sec. 11.22. Any purchase order or contract executed in violation of this Act shall be null and void. Public funds which have been expended thereon, may be recovered in the name of the sanitary district in any court of competent jurisdiction.
(Source: Laws 1963, p. 2498.)

(70 ILCS 2605/11.23) (from Ch. 42, par. 331.23)
Sec. 11.23. The comptroller of the sanitary district shall conduct audits of all expenditures incident to all purchase orders and contracts awarded by the director of procurement and materials management. The comptroller shall report the results of such audits to the president and board of trustees.
(Source: P.A. 95-923, eff. 1-1-09.)

(70 ILCS 2605/11.24) (from Ch. 42, par. 331.24)
Sec. 11.24. (a) A person or business entity shall be disqualified from doing business with The Metropolitan Sanitary District of Greater Chicago for a period of 5 years from the date of conviction or entry of a plea or admission of guilt, if that person or business entity:

1. has been convicted of an act of bribery or attempting to bribe an officer or employee of the federal government or of a unit of any state or local government or school district in that officer's or employee's official capacity; or

2. has been convicted of an act of bid-rigging or attempting to rig bids as defined in the Federal Sherman Anti-Trust Act and Clayton Act; or

3. has been convicted of bid-rigging or attempting to rig bids under the laws of the State of Illinois or any other state; or

4. has been convicted of an act of price-fixing or attempting to fix prices as defined by the Federal Sherman Anti-Trust Act and Clayton Act; or

5. has been convicted of price-fixing or attempting to fix prices under the laws of the State of Illinois or any other state; or

6. has been convicted of defrauding or attempting to defraud the Federal government or a unit of any state or local government or school district; or

7. has made an admission of guilt of such conduct as set forth in subsections 1 through 6 above, which admission is a matter of record, whether or not such person or business entity was subject to prosecution for the offense or offenses admitted to; or

8. has entered a plea of nolo contendere to charges of bribery, price-fixing, bid-rigging, or fraud as set forth in subsections 1 through 6 above.

(b) "Business entity" as used in this section means a corporation, partnership, trust, association, unincorporated business or individually owned business.

(c) A business entity shall be disqualified if the following persons are convicted of, have made an admission of guilt, or enter a plea of nolo contendere to a disqualifying act described in paragraph (a), subsections 1 through 6, regardless of whether or not the disqualifying act was committed on behalf or for the benefit of such business entity:

(1) a person owning or controlling, directly or indirectly, 20% or more of its outstanding shares; or

(2) a member of its board of directors; or

(3) an agent, officer or employee of such business entity.

(d) Disqualification Procedure. After bids are received, whether in response to a solicitation for bids or public advertising for bids, if it shall come to the attention of the director of procurement and materials management that a bidder has been convicted, made an admission of guilt, a plea of nolo contendere, or otherwise falls within one or more of the categories set forth in paragraphs (a), (b) or (c) of this Section, the director of procurement and materials management shall notify the bidder by certified mail, return receipt requested, that such bidder is disqualified from doing business with the Sanitary District. The notice shall specify the reasons for disqualification.

(e) Review Board. A review board consisting of 3 individuals shall be appointed by the Executive Director of the Sanitary District. The board shall select a chairman from its own members. A majority of the members shall constitute a quorum and all matters coming before the board shall be determined by a majority. All members of the review board shall serve without compensation, but shall be reimbursed actual expenses.

(f) Review. The director of procurement and materials management's determination of disqualification shall be final

as of the date of the notice of disqualification unless, within 10 calendar days thereafter, the disqualified bidder files with the director of procurement and materials management a notice of appeal. The notice of appeal shall specify the exceptions to the director of procurement and materials management's determination and shall include a request for a hearing, if one is desired. Upon receipt of the notice of appeal, the director of procurement and materials management shall provide a copy to each member of the review board. If the notice does not contain a request for a hearing, the director of procurement and materials management may request one within 5 days after receipt of the notice of appeal. If a hearing is not requested, the review board may, but need not, hold a hearing.

If a hearing is not requested, the review board, unless it decides to hold a hearing, shall review the notice of disqualification, the notice of appeal and any other supporting documents which may be filed by either party. Within 15 days after the notice of appeal is filed, the review board shall either affirm or reverse the director of procurement and materials management's determination of disqualification and shall transmit a copy to each party by certified mail, return receipt requested.

If there is a hearing, the hearing shall commence within 15 days after the filing of the notice of appeal. A notice of hearing shall be transmitted to the director of procurement and materials management and the disqualified bidder not later than 12 calendar days prior to the hearing date, by certified mail, return receipt requested.

Evidence shall be limited to the factual issues involved. Either party may present evidence and persons with relevant information may testify, under oath, before a certified reporter. Strict rules of evidence shall not apply to the proceedings, but the review board shall strive to elicit the facts fully and in credible form. The disqualified bidder may be represented by an attorney.

Within 10 calendar days after the conclusion of the hearing, the review board shall make a finding as to whether or not the reasons given in the director of procurement and materials management's notice of disqualification apply to the bidder, and an appropriate order shall be entered. A copy of the order shall be transmitted to the director of procurement and materials management and the bidder by certified mail, return receipt requested.

(g) All final decisions of the review board shall be subject to review under the Administrative Review Law.

(h) Notwithstanding any other provision of this section to the contrary, the Sanitary District may do business with any person or business entity when it is determined by the director of procurement and materials management to be in the best interest of the Sanitary District, such as, but not limited to contracts for materials or services economically procurable only from a single source.

(Source: P.A. 95-923, eff. 1-1-09.)

EXHIBIT 4

MWRDGC'S MULTI-PROJECT LABOR AGREEMENT

MULTI-PROJECT LABOR AGREEMENT (COOK COUNTY)

With

CERTIFICATE OF COMPLIANCE

CONTAINS:

1) **MPLA – EFFECTIVE OCTOBER 6, 2017**
2) **CERTIFICATE OF COMPLIANCE**

MPLA-CC-01

GENERAL REQUIREMENTS UNDER THE MULTI-PROJECT LABOR AGREEMENT

The following is a brief summary of a Bidder's responsibilities under the MPLA. Please refer to the terms of the MPLA for a full and complete statement of its requirements.

Your firm is required to complete the Certificate of Compliance indicating that your firm intends to comply with the Multi-Project Labor Agreement. The Certificate of Compliance must be signed by an authorized Officer of the firm. This may be submitted with the bid or prior to award of contract. To be eligible for award, your firm must comply with the Multi-Project Labor Agreement and sign the certificate. Failure of the Bidder to comply with the MPLA will result in a rejection of the bid, and possible retention of the bid deposit. Compliance with the MPLA, is as follows:

> If the Bidder or any other entity performing work under the contract is not already signatory to a current collective bargaining agreement with a union or labor organization affiliated with the AFL-CIO Building Trades Department and the Chicago and Cook County Building and Construction Trades Council, or their affiliates which have jurisdiction over the work to be performed pursuant to this Contract, (hereafter referred to as a "participating trade group") it must become a member.

Note: The MPLA is not applicable when the performance of work is outside Cook County, Illinois, or if repair and maintenance work on equipment is performed at a Bidder's facility.

Revised October 2017

MPLA-CC-02

METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO
MULTI-PROJECT LABOR AGREEMENT FOR COOK COUNTY

This Multi-Project Labor Agreement ("Agreement") is entered into by and between the Metropolitan Water Reclamation District of Greater Chicago ("MWRD" or "District"), a public body, as Owner, in its proper capacity, on behalf of itself and each of its contractors and subcontractors of whatever tier ("Contractors") and shall be applicable to Construction Work on Covered Projects, both defined herein, to be performed by the District's Contractors along with each of the undersigned labor organizations signatory to the Chicago and Cook County Building and Construction Trades Council and, as appropriate, the Teamsters Joint Council No. 25, or their affiliates who become signatory hereto (collectively "Union(s)").

This Agreement is entered into in accordance with all applicable local state and federal laws. The District recognizes the public interest in timely construction and labor stability.

WHEREAS, MWRD is responsible for the actual construction, demolition, rehabilitation, deconstruction, and/or renovation work ("Construction Work") of projects overseen by MWRD in the geographical boundaries of Cook County. All of the District's Construction Work within those boundaries ("Covered Projects") will be recognized as covered under the terms of this Agreement regardless of the source of the Funds for the Project. Due to the size, scope, cost, timing, and duration of the multitude of Covered Projects traditionally performed by MWRD, the Parties to this Agreement have determined that it is in their interests to have these Covered Projects completed in the most productive, economical, and orderly manner possible and without labor disruptions of any kind that might interfere with, or delay, any of said Covered Projects; and

WHEREAS, the Parties have determined that it is desirable to eliminate the potential for friction and disruption of these Covered Projects by using their best efforts to ensure that all Construction Work is performed by the Unions that are signatory hereto and which have traditionally performed and have trade and geographic jurisdiction over such work regardless of the source of the Funds for the Project. Experience has proven the value of such cooperation and mutual undertakings; and

WHEREAS, the Parties acknowledge that the District is not to be considered an employer of any employee of any Contractor covered under this Agreement, and the District acknowledges that it has a serious and ongoing concern regarding labor relations associated with its Covered Projects, irrespective of the existence of a collective bargaining relationship with any of the signatory Unions.

NOW THEREFORE, in order to further these goals and objectives and to maintain a spirit of harmony, labor-management cooperation, and stability, the Parties agree as follows:

1. During the term of this Agreement, MWRD shall neither contract, nor permit any other person, firm, company, or entity to contract or subcontract for any Construction Work on any Covered Project under this Agreement, unless such work is performed by a person, firm, or company signatory, or willing to become signatory, to the current applicable area-wide collective bargaining agreement(s) with the appropriate trade/craft Union(s) affiliated with the Chicago & Cook County Building & Construction Trades Council or, as appropriate, the Teamsters' Joint Council No. 25. Copies of all applicable, current collective bargaining agreements constitute Appendix A of this Agreement, attached hereto and made an integral part hereof, and as may be modified from time to time during the term of this Agreement.

Said provisions of this Agreement shall be included in all advertised contracts, excluding non-Construction Work, and shall be explicitly included in all contracts or subcontracts of whatsoever tier by all Contractors on Covered Projects.

a. The Parties agree that the repair of heavy equipment, thermographic inspection, and landscaping shall be defined and/or designated as Construction Work on all Covered Projects.
b. The Unions acknowledge that some preassembled or prefabricated equipment and material will be used on Covered Projects. To the extent consistent with existing collective bargaining agreements and applicable law, there will be no refusal by the Unions to handle, transport, install, or connect such equipment or materials. Further, equipment and material procured from sources outside of the geographic boundaries of Cook County may be delivered by independent cargo, haulers, rail, ship and/or truck drivers and such delivery will be made without any disruption as the District will request its Contractors to request Union-affiliate employees to make deliveries to the Covered Project sites.
c. Notwithstanding anything to the contrary herein, the terms of this Agreement shall not apply to work performed at the Contractor's facility for repair and maintenance of equipment or where repair, maintenance, or inspection services are done by highly-skilled technicians trained in servicing equipment, unless otherwise provided by the relevant collective bargaining agreement.
d. Nothing herein shall prohibit or otherwise affect the District's right to cancel or otherwise terminate a contract.
e. A pre-construction meeting attended by representatives of the District, the Contractors, and Unions shall be scheduled for a date prior to commencement of a Covered Project. The nature of the project, the May 15, 2017 Covered Construction Work, the work assignments, and any other matters of mutual interest will be discussed. All parties participating in the pre-job conferences shall sign a pre-job-sign-in sheet. During the pre-job conference, or shortly thereafter, and before the commencement of the project, the contactor or subcontractor shall ensure that there has been submitted to the District a letter of good standing for the applicable trades explaining that the contractor or subcontractor is not delinquent with respect to any dues owed to the appropriate labor organization or with respect to any fringe contributions owed to the appropriate fringe benefit fund(s). If a union or fringe benefit fund does not produce a letter of good standing within seven (7) days after a request is made no such letter of good standing shall be required for that particular trade.
f. The Unions agree to reasonably cooperate with the MWRD and Contractors in order to assist them in achieving the Worker Percentage Participation goals as defined in subsection (1) and (2) below. The Worker Percentage Participation goals are governed by federal requirements regarding federal construction contracts. To the extent these federal worker percentage participation goals are modified in the future, such modifications will automatically apply:

(1) 19.6% of the total aggregate of construction hours worked by employees of contractors and their subcontractors will be performed by African-American, Hispanic, Native American, Asian-Pacific, and Subcontinent Asian American workers.
(2) 6.9% of the total aggregate of construction hours worked by employees of the contractors and their subcontractors will be performed by female workers.

2. A contractor or subcontractor which is a successful bidder with respect to Covered Projects, but which is not signatory to the applicable area-wide collective bargaining agreements incorporated herein, shall be required to execute such applicable area-wide collective bargaining agreements within seven (7) days of being designated a successful bidder. If such an agreement is not executed within that time period, said contractor or subcontractor will be disqualified. In no event shall a contractor or subcontractor be required to sign any of the applicable agreements constituting Appendix A if the contractor or subcontractor does not employ the trade covered by the applicable Appendix A contract.

3. During the term of this Agreement, no Union signatory hereto nor any of its members, officers, stewards, agents, representatives, nor any employee, shall instigate, authorize, support, sanction, maintain, or participate in any strike walkout, work stoppage, work slowdown, work curtailment, cessation, or interruption of production, or in any picketing of any Covered Project site covered by this Agreement for any reason whatsoever, including, but not limited to, the expiration of any collective bargaining agreement referred to in Appendix A, a dispute between the Parties and any Union or employee, or as a show of support or sympathy for any other Union employee or any other group. In the event of an economic strike or other job action upon the termination of an existing collective bargaining agreement, no adverse job action shall be directed against any Covered Project sites. All provisions of any subsequently negotiated collective bargaining agreement shall be retroactive for all employees working on the Covered Project.

4. Each Union signatory hereto agrees that it will use its best efforts to prevent any of the acts forbidden in Paragraph 4, and that in the event any such act takes place or is engaged in by any employee or group of employees, each Union signatory hereto further agrees that it will use its best efforts (including its full disciplinary power under its Constitution and/or By-Laws) to cause an immediate cessation thereof. Each union also agrees that if any union, individual or group of employees on covered projects engages in any handbilling, picketing, strike, walkout, work stoppage, work slowdown, work curtailment, cessation or interruption, the other unions will consider such picketing or other work action as unauthorized and will refuse to honor any picket line established and the unions further agree to instruct their members to cross such unauthorized lines. Failure of any union or groups of employees to cross such unauthorized picket lines on any covered project shall be a violation of this agreement.

5. Any Contractor signatory or otherwise bound, stipulated to, or required to abide by any provisions of this Agreement may implement reasonable project rules and regulations, and these rules and regulations shall be distributed to all employees on the Covered Project. Provided, however, that such rules and regulations shall not be inconsistent with the terms of this Agreement or any applicable area-wide collective bargaining agreement. Any Contractor shall have the right to discharge or discipline its Union employees who violate the provisions of this Agreement or any Covered Project's rules and regulations. Such discharge or discipline by a Contractor shall be subject to the Grievance/ Arbitration procedure of the applicable area-wide collective bargaining agreement only as to the fact of such employee's violation of this Agreement. If such fact is established, the penalty imposed shall not be subject to review or disturbed. Construction Work at any Covered Project site under this Agreement shall continue without disruption or hindrance of any kind during any Grievance/Arbitration procedure.

6. The Unions understand and acknowledge that the District's Contractors are responsible to perform Construction Work as required by the District. The Contractors have complete authority to do the following, subject to District approval, if required, and if consistent with the terms of the collective bargaining agreements attached hereto:

a. Plan, direct, and control the operations of all work;
b. Hire and lay off employees as the Contractor deems appropriate to meet work requirements;
c. Determine work methods and procedures;
d. Determine the need and number of foremen;
e. Require all employees to observe Contractor and/or District rules and regulations;
f. Require all employees to work safely and observe all safety regulations prescribed by the Contractor and/or the District; and
g. Discharge, suspend, or discipline employees for proper cause.
h. Abide by the rules set forth in each respective Trade Unions' Collectively Bargained Agreement pertaining to apprentice to journeymen ratios.

7. Nothing in the foregoing shall prohibit or restrict any Party from otherwise judicially enforcing any provision of its collective bargaining agreement between any Union and a Contractor with whom it has a collective bargaining relationship.

8. This Agreement shall be incorporated into all advertised contract documents after the Board of Commissioners adopts and ratifies this Agreement.

9. The term of this Agreement shall be five (5) years and shall be automatically extended from year to year unless the District or the Council issues a written notice to terminate prior to ninety (90) days in advance of any expiration. Any Covered Project commenced during and/or covered by the terms of this Agreement shall continue to be covered by its terms until the final completion and acceptance of the Covered Project by the District.

10. In the event a dispute shall arise between a contractor or subcontractor any signatory union and/or fringe benefit fund as to the obligation and/or payment of fringe benefits provided for under the appropriate Collective Bargaining Agreement, upon notice to the District by the appropriate union signatory hereto of a claim for such benefits, the District shall forward such notification to the surety upon the contract, and to the general contractor.

11. In the event of a jurisdictional dispute by and between any Unions, such Unions shall take all steps necessary to promptly resolve the dispute. In the event of a dispute relating to trade or work jurisdiction, Parties, including Contractors, consent to and agree that a final and binding resolution of the dispute shall be achieved in accordance with the terms of paragraph nine of the Joint Conference Board Standard Agreement between the Chicago & Cook County Building Trades Council and the Construction Employers' Association, attached hereto as Appendix B, and as may be modified from time to time during the term of this Agreement.

12. This Agreement shall be incorporated into and become a part of the collective bargaining agreements between the Unions signatory hereto and Contractors and their subcontractors. In the event of any inconsistency between this Agreement and any collective bargaining agreement, the terms of this Agreement shall supersede and prevail. In the event of any inconsistency between this Agreement and any collective bargaining agreement, the terms of this Agreement shall supersede and prevail except for all work performed under the NTP Articles of Agreement, the National Stack/Chimney Agreement, the National Cooling Tower Agreement, all instruction calibration work and loop checking shall be performed under the terms of the UA/IBEW Joint National Agreement for Instrument and Control systems Technicians, and the National Agreement of the International Union of Elevator Contractors with the exception of the content and subject matter of Article V, VI, and VII of the AFL-CIO's Building & Construction Trades Department model Project Labor Agreement.

13. The Parties agree that in the implementation and administration of this Agreement, it is vitally necessary to maintain effective and immediate communication so as to minimize the potential of labor relations disputes arising out of this Agreement. To that end, each Party hereto agrees to designate, in writing, a representative to whom problems which arise during the term of this Agreement may be directed. Within forty-eight (48) hours after notice of the existence of any problem, a representative of each Party shall meet to discuss and, where possible, resolve such problems. The representative of the Unions shall be President of the Chicago & Cook County Building & Construction Trades Council or his/her designee. The representative of MWRD shall be the District's Assistant Director of Engineering, Construction Division or his/her designee.

14. The District and the Contractors agree that the applicable substance abuse policy (i.e., drug, alcohol, etc.) on any Covered Project shall be that as contained or otherwise provided for in the relevant area-wide collective bargaining agreements attached as Appendix A to this Agreement. Nothing in the foregoing shall limit the District and/or Contractors from initiating their own substance abuse policy governing other employees performing work on a project not otherwise covered under this Agreement. In the event there is no substance abuse policy in the applicable collective bargaining agreements, the policy adopted by the District and/or Contractor may apply. The District is not responsible for administering any substance abuse policy for non-District employees.

15. The Parties recognize a desire to facilitate the entry into the building and construction trades of veterans who are interested in careers in the building and construction industry. The Contractors and Unions agree to utilize the services of the Center for Military Recruitment, Assessment and Veterans Employment ("Center"), the Center's Helmets to Hardhats program, and the Veteran's In Piping (V.I.P) program (this only pertains to the United Association PipeFitter's Local 597, Plumbers Local 130, and Sprinkler Fitter's Local 281), to serve as a resource for preliminary orientation, assessment of construction aptitude, and referral to apprenticeship programs or hiring halls, counseling and mentoring, support network, employment opportunities, and other needs as identified by the Parties. The Contractors and Unions also agree to coordinate with the Center to create and maintain an integrated database of veterans interested in working on Covered Projects, including apprenticeship and employment opportunities on such projects. To the extent permitted by law, the Parties will give

appropriate credit to such veterans for bona fide, provable past experience in the building and construction industry.

16. The Parties agree that Contractors working under the terms of this Agreement shall be required to utilize the maximum number of apprentices on Covered Projects as permitted under the applicable area-wide collective bargaining agreements contained in Appendix A, where feasible and practical.

17. Neither the District, the Contractors, nor the Unions shall discriminate against any employees of a protected class, including but not limited to on the basis of race, creed, color, national origin, age, or sex, in accordance with all applicable state and federal laws and regulations.

18. If any provision or other portion of this Agreement shall be determined by any court of competent jurisdiction to be invalid, illegal, or unenforceable in whole or in part, and such determination shall become final, it shall be deemed to be severed or limited, but only to the extent required to render the remaining provisions and portions of this Agreement enforceable. This Agreement, as amended, shall be enforced so as to give effect to the intention of the Parties insofar as possible.

19. Under this Agreement, any liability of the Parties shall be several and not joint. The District shall not be liable for any violations of this Agreement by any Contractor or Union, and any Contractor or Union shall not be liable for any violations of this Agreement by the District, any other Contractor, or any other Union. In the event any provision of this Agreement is determined to be invalid, illegal, or unenforceable as specified in Paragraph 18, neither the District, nor any Contractor or Union, shall be liable for any action taken or not taken to comply with any court order.

20. The Parties are mutually committed to promoting a safe working environment for all personnel at the job site. It shall be the responsibility of each employer to which this Agreement applies to provide a work environment free of illegal drugs and any concealed weapons, to maintain safe working conditions for its employees, and to comply with all applicable federal, state, and local health and safety laws and regulations.

21. The use or furnishing of alcohol, weapons, or illegal drugs and the conduct of any other illegal activities at the job site is strictly prohibited. The Parties shall take every practical measure consistent with the terms of the applicable area-wide collective bargaining agreement to ensure that the job site is free of weapons, alcohol, and illegal drugs.

22. Each Union representing workers engaged in Construction Work on a Covered Project is bound to this Agreement with full authority to negotiate and sign this Agreement with the District.

23. All Parties represent that they have the full legal authority to enter into this Agreement.

24. This document, with the attached Appendices, constitutes the entire Agreement of the Parties and may not be modified or changed except by subsequent written agreement of the Parties.

25. Having been adopted by the Board of Commissioners on August 3, 2017, and ratified and effective as of the last date on the signature page, this agreement supersedes any other Multi-Project Labor Agreement previously entered into by the parties as of the date of ratification.

[Remainder of page intentionally left blank. Signature page follows.]

The undersigned, as a Party hereto, hereby agrees to all the terms and conditions of this Agreement.

Dated this 16TH day of OCTOBER, 2017 in Chicago, Cook County, Illinois.

On behalf of the Metropolitan Water Reclamation District of Greater Chicago

David St. Pierre
Executive Director
Management

Darlene A. LoCascio
Director of Procurement and Materials

Approved as to Form and Legality

Helen Shields-Wright
Head Assistant Attorney

Jacqueline Torres
Director of finance/Clerk

Susan T. Morakalis
Acting General Counsel

Frank Avila
Chairman of Finance

Mariyana T. Spyropoulos
Chairman, Committee on Labor and Industrial Relations

Approved

Mariyana T. Spyropoulos, President

MPLA-CC-10

MWRD PLA

September 6, 2017

The undersigned, as a Party hereto, agrees to all the terms and conditions of this Agreement.

Dated this the 15th day of September, 2017 in Chicago, Cook County, Illinois.

On behalf of: Teamsters Local Union No. 731
Labor Organization

APPROVED:

Its Duly Authorized Officer Terrence J. Hancock, President

MWRD PLA

September 6, 2017

The undersigned, as a Party hereto, agrees to all the terms and conditions of this Agreement.

Dated this the 13th day of September, 2017 in Chicago, Cook County, Illinois.

On behalf of: Sprinkler Fitters Union Local 281, U.A.
Labor Organization

APPROVED:

Its Duly Authorized Officer

Dennis J. Fleming, Business Manager

MWRD PLA

September 6, 2017

The undersigned, as a Party hereto, agrees to all the terms and conditions of this Agreement.

Dated this the 12 day of Sept., 2017 in Chicago, Cook County, Illinois.

On behalf of: SMART Local #23
Labor Organization

APPROVED:

Rocco Terrano
Its Duly Authorized Officer

The undersigned, as a Party hereto, agrees to all the terms and conditions of this Agreement.

Dated this the 12 day of September, 2017 in Chicago, Cook County, Illinois.

On behalf of: Roofers + Waterproofers #11
Labor Organization

APPROVED:

Its Duly Authorized Officer

The undersigned, as a Party hereto, agrees to all the terms and conditions of this Agreement.

Dated this the 12 day of Sept., 2017 in Chicago, Cook County, Illinois.

On behalf of: Plumbers Local 130 UA
Labor Organization

APPROVED:

James F. Coyne
Its Duly Authorized Officer

The undersigned, as a Party hereto, agrees to all the terms and conditions of this Agreement.

Dated this the 12TH day of SEPTEMBER 2017 in Chicago, Cook County, Illinois.

On behalf of: PIPEFITTERS LOCAL 597
Labor Organization

APPROVED:

Its Duly Authorized Officer

The undersigned, as a Party hereto, agrees to all the terms and conditions of this Agreement.

Dated this the 12th day of September 2017 in Chicago, Cook County, Illinois.

On behalf of: Painters / Glaziers
Labor Organization

APPROVED:

Its Duly Authorized Officer

The undersigned, as a Party hereto, agrees to all the terms and conditions of this Agreement.

Dated this the 12 day of SEPT, 2017 in Chicago, Cook County, Illinois.

On behalf of: OPERATING ENGINEER 150
Labor Organization

APPROVED:

Its Duly Authorized Officer

The undersigned, as a Party hereto, agrees to all the terms and conditions of this Agreement.

Dated this the 12 day of September, 2017 in Chicago, Cook County, Illinois.

On behalf of: Machinists Local 126
Labor Organization

APPROVED:

Its Duly Authorized Officer

The undersigned, as a Party hereto, agrees to all the terms and conditions of this Agreement.

Dated this the 12 day of SEPTEMBER, 2017 in Chicago, Cook County, Illinois.

On behalf of: LABORERS' DISTRICT COUNCIL
Labor Organization

APPROVED:

Its Duly Authorized Officer

MWRD PLA

September 6, 2017

The undersigned, as a Party hereto, agrees to all the terms and conditions of this Agreement.

Dated this the 20th day of September 2017 in Chicago, Cook County, Illinois.

On behalf of: RIGGER LOCAL # 136
Labor Organization

APPROVED:

Its Duly Authorized Officer

MPLA-CC-21

MWRD PLA

September 6, 2017

The undersigned, as a Party hereto, agrees to all the terms and conditions of this Agreement.

Dated this the 12 day of Sept. 2017 in Chicago, Cook County, Illinois.

On behalf of: Iron Workers #63
Labor Organization

APPROVED:

Its Duly Authorized Officer

The undersigned, as a Party hereto, agrees to all the terms and conditions of this Agreement.

Dated this the 12TH day of SEPTEMBER, 2017 in Chicago, Cook County, Illinois.

On behalf of: IRON WORKERS #1
Labor Organization

APPROVED:

Craig Salutu
Its Duly Authorized Officer

MWRD PLA

September 6, 2017

The undersigned, as a Party hereto, agrees to all the terms and conditions of this Agreement.

Dated this the 12th day of September 2017 in Chicago, Cook County, Illinois.

On behalf of: Heat + Frost Insulators Local #17
Labor Organization

APPROVED:

Wm. J. M[illegible] Jr.
Its Duly Authorized Officer

MPLA-CC-24

The undersigned, as a Party hereto, agrees to all the terms and conditions of this Agreement.

Dated this the 12 day of SEPTEMBER, 2017 in Chicago, Cook County, Illinois.

On behalf of: IUEC LOCAL 2
Labor Organization

APPROVED:

Its Duly Authorized Officer

The undersigned, as a Party hereto, agrees to all the terms and conditions of this Agreement.

Dated this the 12 day of Sept, 2017 in Chicago, Cook County, Illinois.

On behalf of: Local 134 IBEW
Labor Organization

APPROVED:

Its Duly Authorized Officer

MWRD PLA

September 6, 2017

The undersigned, as a Party hereto, agrees to all the terms and conditions of this Agreement.

Dated this the 12 day of Sept, 2017 in Chicago, Cook County, Illinois.

On behalf of: CEMENT MASON'S & PLASTER'S
Labor Organization

APPROVED:

Its Duly Authorized Officer

MWRD PLA

September 6, 2017

The undersigned, as a Party hereto, agrees to all the terms and conditions of this Agreement.

Dated this the 12 day of SEPTEMBER 2017 in Chicago, Cook County, Illinois.

On behalf of: CARPENTERS
Labor Organization

APPROVED:

Its Duly Authorized Officer

The undersigned, as a Party hereto, agrees to all the terms and conditions of this Agreement.

Dated this the 12 day of SEPTEMBER, 2017 in Chicago, Cook County, Illinois.

On behalf of: BRICKLAYERS AND ALLIED CRAFTS
Labor Organization

APPROVED:

Its Duly Authorized Officer

MWRD PLA

September 6, 2017

The undersigned, as a Party hereto, agrees to all the terms and conditions of this Agreement.

Dated this the 12 day of September, 2017 in Chicago, Cook County, Illinois.

On behalf of: International Brotherhood of Boilermakers Local 007C
Labor Organization

APPROVED:

Its Duly Authorized Officer

September 6, 2017

APPENDIX A

For copies of Collective Bargaining Agreements, please go to the MWRD Website and click on:

Freedom of Information Act (FOIA)/Category of Records

MPLA-CC-31

APPENDIX B

MPLA-CC-32

DocuSign Envelope ID: 5DD9C849-6998-4E39-8A30-1E642D256425

JOINT CONFERENCE BOARD
STANDARD AGREEMENT
6/1/15 – 5/31/20

Construction Employers' Association
And
Chicago & Cook County Building &
Construction Trades Council

MPLA-CC-33

DocuSign Envelope ID: 5DD9C849-6898-4E39-8A30-1E642D256425

The Standard Agreement
between
The Construction Employers' Association
and
The Chicago & Cook County
Building & Construction Trades Council
Establishing
The Joint Conference Board

MPLA-CC-34

DocuSign Envelope ID: 5DD9C849-6998-4E39-8A30-1E642D256425

CHRONOLOGY

ADOPTED NOVEMBER 18, 1926
AMENDED AND READOPTED JANUARY 11, 1929
AMENDED AND READOPTED JUNE 24, 1942
READOPTED APRIL 28, 1947
AMENDED AND READOPTED MARCH 19, 1952
READOPTED FEBRUARY 12, 1957
AMENDED AND READOPTED MAY 13, 1958
AMENDED AND READOPTED FEBRUARY 11, 1960
AMENDED AND READOPTED MAY 21, 1963
AMENDED NOVEMBER 16, 1965
AMENDED MARCH 14, 1967
AMENDED AND READOPTED MARCH 4, 1968
AMENDED AND READOPTED NOVEMBER 11, 1971
READOPTED NOVEMBER 20, 1973
READOPTED DECEMBER 12, 1978
READOPTED APRIL 12, 1983
READOPTED MARCH 31, 1988
AMENDED AND READOPTED APRIL 25, 1989
REFORMATTED, AMENDED AND READOPTED JUNE 1, 1994
AMENDED AND READOPTED JUNE 1, 1999
AMENDED APRIL 1, 2003
AMENDED AND READOPTED JUNE 1, 2004
AMENDED AND READOPTED JUNE 1, 2005
AMENDED AND READOPTED JUNE 25, 2008
AMENDED AND READOPTED FEBRUARY 15, 2010
AMENDED AND READOPTED MAY 28, 2015

Expiration Date: MAY 31, 2020

MPLA-CC-35

DocuSign Envelope ID: 5DD9C849-6998-4E39-8A30-1E642D258425

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MPLA-CC-36

PREAMBLE

This Agreement is entered into to prevent strikes and lockouts and to facilitate peaceful adjustment of jurisdictional disputes in the building and construction industry and to prevent waste and unnecessary avoidable delays and expense, and for the further purpose of at all times securing for the employer sufficient skilled workers and so far as possible to provide for labor continuous employment, such employment to be in accordance with the conditions and at the wages agreed upon, in the particular trade or craft, that stable conditions may prevail in the construction industry, that costs may be as low as possible consistent with fair wages and conditions and further to establish the necessary procedure by which these ends may be accomplished.

This Standard Agreement shall be considered and shall constitute a part of all agreements between Employers and Labor Unions, members of the Construction Employers' Association, herein call the Association, and the Chicago & Cook County Building & Construction Trades Council, herein called the Council, as containing within its terms the necessary protection of and assuring undisturbed conditions in the industry. In the event of any inconsistency between this Agreement and any collective bargaining agreement, the terms of this Agreement shall supersede and prevail except for all work performed under the NT Articles of Agreement, the National Stack/Chimney Agreement, the National Cooling Tower Agreement, all instrument calibration work and loop checking shall be performed under the terms of the UA/IBEW Joint National Agreement for instrument and Control Systems Technicians, and the National Agreement of the International Union of Elevator Constructors with the exception of the content and subject matter of Articles V, VI and VII of the AFL-CIO's Building & Construction Trades Department model Project Labor Agreement.

DECLARATION OF PRINCIPLES

The Principles contained herein are fundamental, and no articles or section in this Agreement or in the collective bargaining agreement pertaining to a specific trade or craft shall be construed as being in conflict with these principles. In the event any conflict exists between this Agreement and any collective bargaining agreement subject to the Provisions of this Agreement and the dispute resolution provisions contained hereunder, and pertaining to a specific trade or craft concerning the resolution of jurisdictional disputes, the parties specifically agree that the terms of this Agreement are exclusive and supersede any other provisions or procedures relating to the settlement of jurisdictional disputes contained in such collective bargaining agreement.

I. There shall be no limitation as to the amount of work a worker shall perform during the work day.
II. There shall be no restriction on the use of machinery, tools or appliances.
III. There shall be no restriction on the use of any raw or manufactured material, except prison made.
IV. No person shall have the right to interfere with workers during working hours.
V. The use of apprentices shall not be prohibited.
VI. The foreman shall be the agent of the employer.
VII. The worker is at liberty to work for whomever he or she sees fit but such worker shall demand and receive the wages agreed upon in the collective bargaining agreement covering the particular trade or craft under any circumstances.
VIII. The employer is at liberty to employ and discharge for just cause whomsoever the employer sees fit.

ARTICLES OF AGREEMENT

ARTICLE I

Therefore, with the Preamble and Declaration of Principles as part of and fundamental to this Agreement, the parties hereto hereby agree that there shall be no lockout by any employer, or strikes, stoppage, or the abandonment of work either individually or collectively, by concerted or separate action by any union without arbitration of any jurisdictional dispute as hereinafter provided.

ARTICLE II

The parties hereto hereby agree that in the manner herein set forth, they and the parties whom they represent will submit to arbitration all jurisdictional disputes that may arise between them and any misunderstanding as to the meaning or intent of all, or any part, of this Agreement, and they further agree that work will go on undisturbed during such arbitration, and that the decision of the arbitrator shall be final and binding on the parties hereto as provided in Article VI.

ARTICLE III

Paragraph 1. Should a Union affiliated with the Council abandon its work without first submitting any jurisdictional dispute to arbitration as provided herein, or should any employees whom it represents individually or collectively, or by separate or concerted action, leave the work, the employer shall have the right to fill the places of such workers with workers who will agree to work for the employer, and the Union shall not have the right to strike, or abandon the work, because of the employment of such workers.

Paragraph 2. The Union shall have the right to take the employees whom it represents from the work for the purpose of collecting wages and fringe benefits due, but such matter shall immediately be referred to arbitration. Should there be a dispute as to the amount due, the matter shall be first referred to arbitration as herein set forth.

Paragraph 3. The parties recognize the importance of having all work performed in a satisfactory manner by competent craftsmen. Because the unions affiliated with the Council have through apprenticeship and other training programs consistently striven to create an adequate supply of such skilled workers, and because it is desirable that the unions continue to do so, the Association, for itself and for each employer whom it represents agrees, to the extent permitted by law, that it will contract or subcontract any work to be done at the site of the construction, alteration, painting, or repair of a building, structure, or other work, only with or to a contractor who is a party to a collective bargaining agreement with a union affiliated with the Council and, accordingly, is bound by all the terms and provisions of this Standard Agreement.

ARTICLE IV

The parties recognize the importance of having available and furnishing at all times during the life of this Agreement sufficient skilled workers, capable of performing the work of their trade, and to constantly endeavor to improve the ability of such workers and further to have in the making, through apprenticeship training, workers who can enter the trade properly equipped to perform the work, and to the extent possible, the parties agree to do everything within their power to cooperate in carrying out these purposes. Joint apprenticeship committees shall have the right to maintain schools for the training of apprentices registered under the terms of the particular collective bargaining agreement involved and such apprentices shall be considered skilled and qualified journeymen when adjudged competent by a committee composed of the members of the parties to the particular collective bargaining agreement involved. However, this article shall not be construed to disturb present systems wherein the labor organization which is a party to the particular collective bargaining agreement involved compels apprentices to attend trade school.

ARTICLE V

A Joint Conference Board is hereby created by agreement between the Association and the Council, which shall be binding upon the members and affiliates of each, and it is hereby agreed by the parties hereto, together with their members and affiliates, that they will recognize the authority of said Joint Conference Board and that its decisions shall be final and binding upon them as provided in Article VI. The administration of the Joint Conference Board shall be executed by the Secretary of the Board. All normal operating and all extraordinary expenses shall be borne equally.

ARTICLE VI

The Joint Conference Board shall be responsible for the administration of this Agreement. The primary concern of the Joint Conference Board shall be the adjustment of jurisdictional disputes by arbitrators selected by the Board. Decisions rendered by any arbitrator under this Agreement appointed by the Joint Conference Board relating to jurisdictional disputes shall be only for the specific job under consideration and shall become effective immediately and complied with by all parties. In rendering a decision, the Arbitrator shall determine:

a) First whether a previous Agreement of Record or applicable agreement, including a disclaimer agreement, between the National or International Unions to the dispute governs.

b) Only if the Arbitrator finds that the dispute is not covered by an appropriate or applicable Agreement of Record or agreement between the National or International Unions to the dispute, he shall then consider the established trade practice in the industry and prevailing practice in the locality. Where there is a

previous Decision of Record governing the case, the Arbitrator shall give equal weight to such Decision of Record, unless the prevailing practice in the locality in the past ten years favors one craft. In that case, the Arbitrator shall base his decision on the prevailing practice in the locality. Except, that if the Arbitrator finds that a craft has improperly obtained the prevailing practice in the locality through raiding, the undercutting of wages or by the use of vertical agreements, the Arbitrator shall rely on the Decision of Record and established trade practice in the industry rather than the prevailing practice in the locality.

c) In order to determine the established trade practice in the industry and prevailing practice in the locality, the Arbitrator may rely on applicable agreements between the Local Unions involved in the dispute, prior decisions of the Joint Conference Board for specific jobs, decisions of the National Plan and the National Labor Relations Board or other jurisdictional dispute decisions, along with any other relevant evidence or testimony presented by those participating in the hearing.

d) Only if none of the above criteria is found to exist, the Arbitrator shall then consider that because efficiency, cost or continuity and good management are essential to the well being of the industry, the interests of the consumer or the past practices of the employer shall not be ignored.

Agreements of Record are those agreements between National and International Unions that have been "attested" by the predecessor of the National Plan and approved by the AFL-CIO Building and Construction Trades Department and are contained in the Green Book. Such Agreements of Record are binding on employers stipulated to the Plan for the Settlement or Jurisdictional Disputes in the Construction Industry (the "National Plan"), the National Plan's predecessor joint boards or stipulated to the Joint Conference Board. Agreements of Record are applicable only to the crafts signatory to such agreements. Decisions of Record are decisions by the National Arbitration Panel or its predecessors and recognized under the provisions of the Constitution of the AFL-CIO Building and Construction Trades Department and the National Plan. Decisions of Record are applicable to all crafts.

The Arbitrator shall set forth the basis for his decision and shall explain his findings regarding the applicability of the above criteria. If lower-ranked criteria are relied upon, the Arbitrator shall explain why the higher-ranked criteria were not deemed applicable. The Arbitrator's decision shall only apply to the job in dispute. Such decisions of the Arbitrator shall be final and binding subject only to an appeal, if such an appeal is available under conditions determined by the Building and Construction Trades Department of the American Federation of Labor and Congress of Industrial Organizations under the National Plan or any successor plan for the settlement of jurisdictional disputes.

ARTICLE VII

This is an arbitration agreement and the intent of this agreement is that all unresolved jurisdictional disputes must be arbitrated under the authority of the Joint Conference Board and that the decisions, subject to the right of appeal provided in Article VI, shall be final and binding upon the parties hereto and upon their affiliates and the members of such affiliates, and that there shall be no abandonment of the work during such arbitration or in violation of the arbitration decision. The Joint Conference Board shall administer the neutral arbitration system of this agreement. Any party bound to this Agreement through a collective bargaining agreement with any Local Union affiliated with the Council shall be bound to this Agreement for all jurisdictional disputes that may arise between any Local Unions affiliated with the Council. Employers bound to this Agreement shall require that this Agreement be a part of all agreements with contractors or subcontractors covering work performed by any trade or craft affiliated with the Council. All parties to this Agreement release the Board from any liability arising from its action or inaction and covenant not to sue the Board. Any damages incurred by the Board for any breach of this covenant shall include, but are not limited to, the Board's costs, expenses and attorneys fees incurred as a result of said legal proceedings.

Paragraph 1 - The annual meeting of the Joint Conference Board shall be held in June, unless another date is agreed upon by the parties.

Paragraph 2 - The parties hereto shall designate an equal number of members who shall serve upon the Joint Conference Board. The members of the Board shall annually be certified by the Association and the Council in written communications addressed to the Board by the President and Secretary of the respective organizations. Each year the Joint Conference Board shall select a Chairman from among its members. The Joint Conference Board shall also select from among its members a Vice Chairman. The Board shall also select a Secretary. All members shall serve for one year or until their successors have been selected.

Paragraph 3 - At the annual meeting, the Association and Council shall each name at least five and up to ten impartial arbitrators.

Paragraph 4 - In the event the Chairman or Vice-Chairman is unable to serve by reason of resignation, death or otherwise, a successor may be selected for the remainder of the term by the party which made the original selection. Should a member of the Joint Conference Board be unable to serve, because of resignation, death or any other reason, the successor shall be selected by the Association or Council respectively in which such member holds membership.

Paragraph 5 - Should any member of the Board for any reason be unable to attend any meeting of the Board, the President of his respective organization shall be empowered to name a substitute for each absentee for that meeting.

Paragraph 6 - Meetings of the Board may be called at any time by the Chairman, Secretary or three members of the Board. Seventy-two hours written notice of such meeting must be given to each member of the Board.

Paragraph 7 - Twelve members of the Board, six from each of the parties, present at the executive session, shall be a quorum for the transaction of business. The Chairman, or Vice-Chairman, when presiding, shall not be counted for the purpose of determining a quorum. Whenever the number of members present from each party at the executive session are unequal, he party with the fewer members present shall be entitled to cast a total number of votes equal to the number of the present members of the other party with the additional votes of said party being cast in accordance with the vote of the majority of its members who are present.

Paragraph 8 - If it is brought to the attention of the Chairman that any member (other than the Chairman) is not impartial with respect to a particular matter before the Board, the Chairman may excuse such member from the executive session if the Chairman concludes that such member has a conflict of interest with respect to such matter.

Paragraph 9 - Should a jurisdictional dispute arise between the parties hereto, among or between any members or affiliates of the parties hereto, or among or between any members or affiliates of the parties hereto and some other body of employers or employees, the disposition of such dispute shall be as follows:

a) The crafts involved shall meet on the jobsite or a mutually agreed location to resolve the jurisdictional dispute.

b) If the said dispute is not settled it shall be submitted immediately in writing to the Secretary of the Joint Conference Board. Unless agreed to in writing (correspondence, email, etc.) by the trades involved in the dispute, the trades and contractors shall make themselves available to meet within 72 hours at a neutral site with representatives of the Chicago & Cook County Building & Construction Trades Council and the Construction Employers' Association to resolve this jurisdictional issue.

c) Failure to meet within seventy-two (72) hours of receiving written notice or e-mail to the meetings contemplated in "a" or "b" above will automatically advance the case to the next level of adjudication.

d) Should this jurisdictional issue be unresolved , the matter shall, within 72 hours not counting Saturday, Sunday and Holidays, hereafter, be referred to an Arbitrator for adjudication if requested in writing by any party. The Arbitrator shall hear the evidence and render a prompt decision within forty-eight (48 hours) of the conclusion of the hearing based on the criteria in Article VI. The arbitrator chosen shall be randomly selected based on availability from the list

submitted in Article VII Paragraph 3. The decision of the Arbitrator shall be subject to appeal only under the terms of Article VI. The written decision shall be final and binding upon all parties to the dispute and may be a short form decision. The fees and costs of the arbitrator shall be divided evenly between the contesting parties except that any party wishing a full opinion and decision beyond the short form decision shall bear the reasonable fees and costs of such full opinion.

e) Should said dispute not be so referred by either or both of the parties, the Joint Conference Board may, upon its own initiative, or at the request of others interested, take up and decide such dispute, and its decision shall be final and binding upon the parties hereto and upon their members and affiliates as provided for in Article VI.

In either circumstance all of the parties are committed to a case until it is finalized, even if there is an appeal. However, in cases of jurisdictional or other disputes between a union and another union, which is a member of the same International Union, the matter in dispute shall be settled in the manner set forth by their International Constitution, but there shall be no abandonment of the work pending such settlement.

Paragraph 10 - All interested parties shall be entitled to make presentations to the Arbitrator. Any interested party present at the hearing, whether making a presentation or not, by such presence shall be deemed to accept the jurisdiction of the arbitrator and to agree to be bound by its decision and further agrees to be bound by the Standard Agreement, for that case only if not otherwise so bound.

Paragraph 11 - Upon approval of the Arbitrator other parties not directly involved in the dispute may be invited to be present during the presentation and discussion portions of an arbitration hearing. Attorneys shall not be permitted to attend or participate in any portion of a hearing.

Paragraph 12 – At no time shall any party to a pending dispute unilaterally or independently contact the Arbitrator assigned to hear the case. All inquiries must be submitted to the Secretary of the Joint Conference Board.

Paragraph 13 - The Joint Conference Board may also serve as a board of arbitration in other disputes, including wages, but only when requested to do so by all parties involved in the particular dispute or controversy. It is not the intention of this Agreement that the Joint Conference Board shall take part in such disputes except by mutual consent of all parties involved.

ARTICLE VIII

Paragraph 1 - The duly authorized representatives of members of affiliates of either party hereto, if having in their possession proper credentials, shall be permitted to visit jobs

during working hours, to interview the contractor or the workers, but they shall in no way interfere with the progress of the work.

Paragraph 2 - The handling of tools, machinery and appliances necessary in the performance of the work covered by a particular collective bargaining agreement, shall be done by journeymen covered by such agreement and by helpers and apprentices in that trade, but similar tools, machinery and appliances used by other trades in the performance of their work shall be handled in accordance with the particular collective bargaining agreement of that trade.

Paragraph 3 - In the interest of the public economy and at the discretion of the employer or foreman, all small tasks covered by a particular collective bargaining agreement may be done by workers or laborers of other trades, if mechanics or laborers of this trade are not on the building or job, but same are not to be of longer duration than one-half hour in any one day. The Joint Conference Board may render a decision involving a composite crew.

Paragraph 4 - It is fundamental to the Standard Agreement that all members and affiliates of the parties to this Agreement be stipulated to the Standard Agreement and the Joint Conference Board. All current members of the Chicago and Cook County Building and Construction Trades Council, and their affiliates, by this Agreement are stipulated to the Standard Agreement and Joint Conference Board for the term of the current Standard Agreement. The area labor agreements of the members and affiliates of the parties setting forth language stipulating those parties to the Standard Agreement and Joint Conference Board shall be filed with the Secretary of the Joint Conference Board annually, at the time of the Joint Conference Board appointments. Current trade or craft agreements will prevail as interim agreements in the event labor negotiations are incomplete or in process at the time of the annual meeting.

Paragraph 5 - All members and affiliates of the parties with labor agreements containing language stipulating those parties to the Standard Agreement and Joint Conference Board shall remain stipulated for the term of the current Standard Agreement. Any members or affiliates of the parties who negotiate language stipulating the parties to the Standard Agreement and/or the Joint Conference Board in their area labor agreement shall remain stipulated for the term of the current Standard Agreement. Any Association that incorporates Standard Agreement and/or Joint Conference Board stipulation language into their collective bargaining agreement will automatically have representation on the Joint Conference Board.

Paragraph 6 - Only those crafts with stipulation language in their area labor agreements will be allowed to bring jurisdictional dispute cases to the Joint Conference Board. Those crafts without stipulation language in their area labor agreements will be allowed to participate if a jurisdictional dispute case is brought against their craft and will have the right to appeal any decision, if such an appeal is available, as provided in Article VI of this Agreement.

Paragraph 7 - This agreement applies only to work performed within Cook County, Illinois.

Paragraph 8 - As herein before provided in Article VII, decisions or awards as to jurisdictional claims and decisions determining whether or not said decisions or awards have been violated rendered by the Joint Conference Board shall be final, binding and conclusive on all the parties hereto, on all of their members and affiliates, and on all employers subject only to the right of appeal herein provided for in Article VI.

Paragraph 9 - To further implement the decision of the Joint Conference Board, it is agreed that any party hereto, any of their members or affiliates, and any employer may at any time file a Verified Complaint in writing with the Joint Conference Board alleging a violation of a decision or award previously made. The Board shall thereupon set a hearing, to be held within three days of receipt of the Verified Complaint with respect to the alleged violation, and shall notify all interested parties of the time and place thereof. An Arbitrator selected pursuant to Article VII, Paragraph 9(c) shall conduct a hearing at the time and place specified in its notice. All parties shall be given an opportunity to testify and to present documentary evidence relating to the subject matter of the hearing within forty-eight (48) hours after the conclusion thereof, the Arbitrator shall render a written decision in the matter and shall state whether or not there has been a violation of its prior decision or award. Copies of the decision shall be served, by certified mail or by personal service, upon all parties hereto.

Paragraph 10 - Should the Arbitrator determine that there has been a violation of the Board's prior decision or award, the Arbitrator shall order immediate compliance by the offending party or parties. The Arbitrator may take one or more of the following courses of action in order to enforce compliance with the Board's decision:

a) The Arbitrator may assess liquidated damages not to exceed $5,000 for each violation by individual members of, or employees represented by the parties hereto, and may assess liquidated damages not to exceed $10,000 for each violation by either party hereto, or any of its officers or representatives. If a fine is rendered by the Arbitrator, it should be commensurate with the seriousness of the violation having a relationship to lost hours for the Unions and lost efficiency for the employer. Each of the parties hereto hereby agrees for itself, and its members, to pay to the other party within thirty days any sum, or sums, so assessed because of violations of a decision or award by itself, its officers, or representatives, or its member or members. Should either party to this agreement, or any of its members fail to pay the amount so assessed within thirty days of its assessment, the party or member so failing to pay shall be deprived of all the benefits of this agreement until such time as the matter is adjusted to the satisfaction of the Arbitrator.

b) It may order cessation of all work by the employers and the employees on the job or project involved.

Paragraph 11 - All Notices under this Agreement shall be in writing and sent by the Administrator of the Joint Conference Board via facsimile or email. For all notifications to affiliates of the Chicago & Cook County Building and Construction Trades Council, the Administrator may rely up the facsimile numbers, addresses and email addresses in the current directory of the Council. For notifications to all contractors and subcontractors, the Administrator may rely on corporate information on the Illinois Secretary of State website or other appropriate databases. Original Notices of all Joint Conference Board decisions will be sent to each of the parties involved via certified mail. The notice provisions shall not include Saturday, Sunday or legal holidays.

Paragraph 12 - The following days shall be recognized as legal holidays: New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

Paragraph 13 - The Board shall have no authority to undertake any action to enforce its decision after a hearing beyond informing the affected parties of its decision. Rather, it shall be the responsibility of the prevailing party to seek appropriate enforcement of a decision, including findings, orders or awards of the Board determining non-compliance with a prior award or decision. The prevailing party in any enforcement proceeding shall be entitled to recover its costs and attorneys fees from the non-prevailing party. In the event the Board is made a party to, or is otherwise required to participate in any such enforcement proceeding for whatever reason, the non-prevailing party shall bear all costs, attorneys fees, and any other expenses incurred by the Board in those proceedings.

Paragraph 14 - In establishing the jurisdiction of the Joint Conference Board over all parties to the dispute, the primary responsibility for the judicial determination of the arbitrability of a dispute and the jurisdiction of the Joint Conference Board shall be borne by the party requesting the Board to hear the underlying jurisdictional dispute. If all of the parties to the dispute do not attend the arbitration hearing or otherwise agree in writing that the parties are stipulated to the Joint Conference Board and Standard Agreement, the affected party or parties may proceed at the Joint Conference Board even in the absence of one or more parties to the dispute. In such instances, the issue of jurisdiction is an additional item that must be determined in the first instance by the Arbitrator who shall set forth basis of his determination in his decision. The Joint Conference Board may participate in any proceedings seeking a declaration or determination that the underlying dispute is subject to the jurisdiction and process of the Joint Conference Board. In any such proceedings, the non-prevailing party and/or the party challenging the jurisdiction of the Joint Conference Board shall bear all the costs, expenses and attorneys fees incurred by the Board in establishing its jurisdiction. The provision of Paragraph 13 regarding obtaining attorney fees shall apply.

Paragraph 15 - It is agreed by the parties hereto that this agreement shall remain in full force and effect until June 1, 2020 unless otherwise amended by agreement of parties.

IN WITNESS WHEREOF, the parties have caused this document to be executed at Chicago, Illinois this 28th day of May, 2015.

CONSTRUCTION EMPLOYERS' ASSOCIATION

DocuSigned by:
Charles Usher, Sr.
AF477AAFA0084CD...

BY Charles M. Usher

CHICAGO & COOK COUNTY BUILDING & CONSTRUCTION TRADES COUNCIL

DocuSigned by:
Tom Villanova
A3CD8066A9D406...

BY Thomas Villanova

MPLA-CC-48

Contract No. _____

CERTIFICATE OF COMPLIANCE
WITH MULTI-PROJECT LABOR AGREEMENT (MPLA)

I _____ (name of Company) hereby acknowledge that I have read the Metropolitan Water Reclamation District of Greater Chicago's 2017 Multi Project Labor Agreement (MPLA). I certify that my company and all subcontractors are in compliance with the MPLA in that my company and all subcontractors agree to be bound by and operate under a current collective bargaining agreement with a union or labor organization affiliate with the AFL-CIO Building Trades Department and the Chicago and Cook County Building and Construction Trades Council , or their affiliates which have jurisdiction over the work to be performed pursuant to this Contract, (hereinafter referred to as a "participating trade group") for all applicable work.

My company is currently a signatory with the following trade groups:

(e.g. Operating Engineers 150) _____

_____

If bidder is not currently signatory with a participating union or labor organization, complete one of the following:

____ The work to be performed by my company will occur at the company's facility and is exempt from the application of the MPLA. All other work for which the MPLA is applicable will be performed by signatories to the following participating trade groups: _____

_____
(Identify all such participating unions or labor organizations. Attach a separate sheet if necessary).

____ I commit to comply with the MPLA by entering into a collective bargaining agreement with the following participating trade group(s): _____

_____
(Identify all such participating unions or labor organizations. Attach a separate sheet if necessary).

_____
Name of Company

By: _____
Signature of Authorized Officer

Attest: _____
Secretary

Dated: _____

Revised: October 2019

MPLA-CC-49

EXHIBIT 5

MWRDGC'S AFFIRMATIVE ACTION ORDINANCE, REVISED APPENDIX D

AFFIRMATIVE ACTION ORDINANCE

REVISED APPENDIX D

OF THE

METROPOLITAN WATER RECLAMATION DISTRICT

OF GREATER CHICAGO

December 31, 2022

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AFFIRMATIVE ACTION ORDINANCE
REVISED APPENDIX D
OF THE
METROPOLITAN WATER RECLAMATION DISTRICT
OF GREATER CHICAGO

Section 1. **Declaration of Policy**

It is the policy of the Metropolitan Water Reclamation District of Greater Chicago ("District") to ensure competitive business opportunities for minority and women-owned business enterprises in the award of and performance on District contracts; to prohibit discrimination on the basis of race, sex, color, disability, age, religion, national origin, sexual orientation, veteran status, or any other legally protected characteristic in the award of or participation on District contracts; and to abolish barriers to full participation on District contracts by all; and

The District, pursuant to its authority under 70 ILCS 2605/11.3, is committed to establishing procedures to implement this policy, as well as state and federal regulations, to assure the utilization of minority and women-owned business enterprises in a manner consistent with constitutional requirements; and

The District is committed to creating equal opportunities for minority and women-owned businesses to participate in the award and performance on District contracts.

Section 2. **Findings**

Whereas, the Supreme Court of the United States in *City of Richmond v. J.A. Croson Co.*, 488 U.S. 469 (1989), enunciated certain standards that are necessary to maintain effective contracting affirmative action programs in compliance with constitutional requirements; and

Whereas, the District is committed to implementing its affirmative action program in conformance with the decision in *Croson* and its progeny; and

Whereas, in furtherance of this commitment, the Board of Commissioners of the Metropolitan Water Reclamation District of Greater Chicago ("Board of Commissioners") directed District employees and its outside consultant in 1989 to conduct an investigation into the scope of any discrimination in the award of and participation on District construction contracts, as well as in the construction industry in Metropolitan Chicago, the extent to which such discrimination or the effects thereof has denied and continues to deny minority and women's business enterprises equal opportunity to participate on District contracts and to recommend the appropriate affirmative action steps to be taken to eliminate any such discrimination and its continuing effects; and

Whereas, on March 15, 1990, the District adopted its Revised Appendix D, Notice of Requirements for Affirmative Action Program to Ensure Minority, Small, and Women's Business Participation ("Appendix D"), which was later amended on June 21, 2001; and

Whereas, in 2003, the United States District Court in *Builders Association of Greater Chicago v. City of Chicago*, 298 F. Supp.2d 725 (N.D. Ill. 2003) held that the evidence introduced at trial demonstrated that past and current discriminatory practices continue to place MBE and

WBE businesses at a competitive disadvantage in the award of governmental contracts and such practices have and continue to impede the growth and success of MBEs and WBEs; and

Whereas, a 2004 study of the Metropolitan Chicago Construction Industry by Timothy Bates, Professor at Wayne State University, concluded that the evidence that African American, Hispanic, and women-owned businesses have been, and continue to be disadvantaged in the construction industry is strong, has remained consistent, and that compelling evidence indicates that African American, Hispanic, and women-owned businesses face barriers in the Metropolitan Chicago construction industry greater than those faced by white males; and

Whereas, a 2005 study of the Metropolitan Chicago construction industry by David Blanchflower, Professor of Economics at Dartmouth College, determined that discrimination against Asian-owned businesses existed in the business community in areas of business financing and construction wages and that this, together with evidence of individual discrimination against Asian-owned construction companies, leads to the conclusion that discrimination against Asian-owned businesses continues to exist in the Metropolitan Chicago construction industry; and

Whereas, in 2005, the United States District Court held in *Northern Contracting, Inc. v. Illinois Department of Transportation*, 2005 U.S. Dist. LEXIS 19868 (N.D. Ill. Sept. 8, 2005) that there is strong evidence of the effects of past and current discrimination against MBEs and WBEs in the construction industry in the Chicago area. The trial court's decision was affirmed in *Northern Contracting, Inc. v. Illinois Department of Transportation*, 473 F.3d 715 (7th Cir. 2007); and

Whereas, a 2006 Cook County, Illinois report entitled, "Review of Compelling Evidence of Discrimination Against Minority-and Women-Owned Business Enterprise in the Chicago Area Construction Industry and Recommendations for Narrowly Tailored Remedies for Cook County, Illinois", concluded that there is extensive evidence of discrimination against MBEs and WBEs in the Chicago area construction marketplace, and the participation of MBEs and WBEs in the County's construction Prime Contracts and Subcontracts is below the availability of such businesses; and

Whereas, in 2006, the District commissioned a report on discrimination of and barriers to construction opportunities in the Chicago area market for minority and women-owned businesses and recommendations for District actions to reduce such issues, which found continuing disparities in the Chicago area construction market; and

Whereas, in 2010, Cook County commissioned a new report, entitled "The Status of Minority and Women-Owned Business Enterprises Relevant to Construction Activity In and Around Cook County, Illinois", which found that MBEs and WBEs were not utilized in all industries in proportion to their availability; and

Whereas, in 2010, the United States Department of Justice produced a report to Congress, entitled "Compelling Interest for Race- and Gender-Conscious Federal Contracting Programs: An Update to the May 23, 1996 Review of Barriers to Minority- and Women-Owned Businesses," that updated the original basis for the United States Department of Transportation's DBE program and concluded that discriminatory barriers continue to impede the ability of MBEs and WBEs to compete with other businesses on a fair and equal footing in government contracting markets, including in the construction industry; and

Whereas, in 2012, the District commissioned a report on barriers to construction opportunities in the Chicago area market and recommendations for District efforts to reduce such barriers, which found continuing disparities in the Chicago area construction market; and

Whereas, in 2014, the District commissioned a Disparity Study, conducted by Colette Holt & Associates, on barriers to equal opportunities in the construction industry in the District's geographic and industry market areas and recommendations for District efforts to reduce such barriers, which found continuing disparities in the District's market area; and

Whereas, in 2015, the trial court in *Midwest Fence, Corp. v. U.S. Department of Transportation et al*, 2015 WL 139676 (N.D. Ill. March 24, 2015) held that discrimination continues to impede full and fair opportunities for disadvantaged business enterprises in the Illinois construction industry and this judgment was affirmed in 2016 by the Seventh Circuit Court of Appeals at 840 F.3d. 932; and

Whereas, in 2021, the District again commissioned a Disparity Study, conducted by Colette Holt & Associates, which likewise found that there continues to be barriers to equal opportunities for construction firms owned by minorities and women to compete for District contracts, both as Prime Contractors and Subcontractors; and

Whereas, based upon the 2021 Disparity Study, the District has determined that it has a compelling interest in continuing to implement narrowly tailored remedies to redress discrimination against minority and women-owned businesses in its market such that it will not function as a passive participant in the market failure of discrimination; and

Whereas, the Affirmative Action Program, adopted by the District on July 20, 1978 and amended from time to time, is hereby modified to further continue to ameliorate the effects of racial and gender discrimination in the marketplace; and

Whereas, the remedies adopted herein by the District will not overly burden non-MBE and non-WBE businesses in the award of District contracts; and

Whereas, the Board of Commissioners will periodically review minority and women-owned participation in contracts awarded by the District to ensure that the District continues to have a compelling interest in remedying discrimination and that the measures adopted herein remain narrowly tailored to accomplish that objective;

Now, therefore, the District's Board of Commissioners hereby adopts this Revised Appendix D:

Section 3. **Purpose and Intent**

The purpose and intent of this Affirmative Action Ordinance Revised Appendix D ("Revised Appendix D") is to mitigate the present effects of discrimination on the basis of race, ethnicity, or sex in opportunities to participate on the District's contracts as either a Prime Contractor or a Subcontractor and to achieve equitable utilization of minority and women-owned business enterprises on District contracts.

Section 4. **Coverage**

The following provisions, together with relevant forms, will apply and be appended to every Construction Contract awarded by the District where the total approved expenditure is in

excess of one hundred thousand dollars ($100,000.00), except contracts approved by the Board of Commissioners pursuant to Sections 11.4 and 11.5 of the District's Purchasing Act (70 ILCS 2605).

Section 5. **Definitions**

The meaning of these terms in this Revised Appendix D are as follows:

(a) "Administrator" means the District's Affirmative Action Program Administrator.

(b) "Affiliate" of an individual or entity means an individual or entity that directly or indirectly through one or more intermediaries, controls or is controlled by, or is under common control with, the individual or entity. In determining affiliation, the District will consider all appropriate factors, including common ownership, common management, and contractual relationships.

(c) "Annual Aspirational Goals" means the targeted levels established by the District for the annual aggregate participation of MBEs and WBEs on District Construction Contracts.

(d) "Bidder" means an individual, a business enterprise, including a sole proprietorship, a partnership, a corporation, a not-for-profit corporation, a limited liability company, or any other entity which has submitted a bid on a District contract.

(e) "Books and Records" include, but are not limited to, payroll records, bank statements, bank reconciliations, accounts payable documents, account receivable documents, ledgers, all financial software, and all employer business tax returns.

(f) "Calendar Days" in computing any period of time described herein, the day from which the period begins to run will not be counted (*e.g.*, if a notice is issued on a Monday, the countdown of days starts on Tuesday). When the last day of the period is a Saturday or Sunday, the period does not extend to the next day. Only in instances where District offices are closed in observance of a federal holiday, will the period extend to the next day.

(g) "Construction Contract" means any District contract, agreement, or amendment thereto, providing for a total expenditure in excess of one hundred thousand dollars ($100,000.00) for the construction, demolition, replacement, major repair or renovation, and maintenance of real property and improvement thereon or sludge hauling, and any other construction related contract which the District deems appropriate to be subject to this Revised Appendix D.

(h) "Commercially Useful Function" means responsibility for the execution of a distinct element of the work of the contract, which is carried out by performing, managing, and supervising the work involved, or fulfilling responsibilities.

(i) "Contract Goals" means the numerical percentage goals for MBE or WBE participation to be applied to an eligible District Construction Contract subject to this Revised Appendix D for the participation of MBEs and WBEs based upon the scope of work of the contract, the availability of MBEs and WBEs to meet the goals, and the District's progress towards meeting its annual MBE and WBE goals.

(j) "Dealer" means a business that owns, operates, or maintains a store, warehouse, or other establishment in which the materials or supplies required for performance of the contract are bought, kept in stock, and regularly sold to the public in the usual course of business.

To be a dealer, the business must engage in, as its principal business, and under its own name, the purchase and sale of the products in question. A business that operates as a dealer in bulk items such as steel, cement, gravel, stone, and petroleum products need not keep such products in stock, if it owns or operates distribution equipment. Brokers and packagers do not meet the definition of dealers.

(k) "Director" means the District's Director of Procurement and Materials Management, formerly known as the Purchasing Agent.

(l) "Economically Disadvantaged" means an individual with a Personal Net Worth of less than $2,000,000.00, indexed annually for the Chicago Metro Area Consumer Price Index, published by the United States Department of Labor, Bureau of Labor Standards, beginning January 2008.

(m) "Executive Director" means the chief administrative officer of the District, formerly known as the General Superintendent.

(n) "Expertise" means demonstrated knowledge, skills, or ability to perform in the field of endeavor in which certification is sought by the business as defined by normal industry practices, including licensure, where required.

(o) "Good Faith Efforts" means honest, fair, and commercially reasonable actions undertaken by a Prime Contractor to meet the MBE or WBE Contract Goal, which by their scope, intensity, and appropriateness to the objective, can reasonably be expected to fulfill the Contract Goals.

(p) "Hearing Officer" is an attorney licensed to practice in the State of Illinois and appointed by the Board of Commissioners to conduct hearings regarding a Prime Contractor's or Subcontractor's compliance or non-compliance with this Revised Appendix D.

(q) "Joint Venture" means an association of two or more individuals, or any combination of types of business enterprises and individuals numbering two or more, proposing to function as a single for profit business enterprise, in which each Joint Venture partner contributes property, capital, efforts, skill, and knowledge, and in which the certified business is responsible for a distinct, clearly defined portion of the work of the contract and whose share in the capital contribution, control, management, risks, and profits of the Joint Venture are equal to its ownership interest. Joint Ventures must have an agreement in writing specifying the terms and conditions of the relationships between the partners, their relationship, and detailing their respective responsibilities on the contract.

(r) "Job Order Contract" or "JOC" means a business, fixed price, indefinite quantity contract designed to complete a large number of construction projects quickly.

(s) "Local Business" means a business located within the District's geographic market area as established by the 2021 Disparity Study, namely the counties of Cook, DuPage, Kane, Lake, McHenry, or Will, in the State of Illinois.

(t) "Manufacturer" means a business that operates or maintains a factory or establishment that produces on the premises the materials or supplies obtained by the Bidder. Brokers and packagers do not meet the definition of Manufacturer.

(u) "Minority-owned Business Enterprise" or "MBE" means a local small business entity, including a sole proprietorship, partnership, corporation, limited liability company, Joint Venture, or any other business or professional entity, which is at least fifty-one (51) percent owned by one or more Socially and Economically Disadvantaged individuals who are members of one or more minority groups, or, in the case of a publicly held corporation, at least fifty-one (51) percent of the stock of which is owned by one or more members of one or more minority groups, and whose management, policies, major decisions, and daily business operations are controlled by one or more Minority Individuals.

(v) "Minority Individual" means a natural person who is a citizen of the United States or lawful permanent resident of the United States and one of the following:

(i) African American – An individual having origins in any of the Black racial groups of Africa and is regarded as such by the African American community of which the individual claims to be a part.

(ii) Hispanic American – An individual having origins from Mexico, Puerto Rico, Cuba, and South or Central America and is regarded as such by the Hispanic community of which the individual claims to be a part, regardless of race.

(iii) Asian American – An individual having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands or the Northern Marianas, and is regarded as such by the Asian American community of which the individual claims to be a part.

(iv) Native American – An individual having origins in any of the original peoples of North America and who is recognized through tribal certification as a Native American by either a tribe or a tribal organization recognized by the government of the United States of America.

(v) Individual members of other groups whose participation is required under state or federal regulations or by court order.

(vi) Individual members of other groups found by the District to be Socially Disadvantaged by having suffered racial or ethnic prejudice or cultural bias within American society, without regard to individual qualities, resulting in decreased opportunities to compete in the District's marketplace or to do business with the District.

(w) "Personal Net Worth" means the net value of the assets of an individual after total liabilities are deducted. An individual's Personal Net Worth does not include the individual's ownership interest in a business entity seeking to do business with the District or other certified MBE or WBE, provided that the other business is certified by a governmental agency that meets the District's eligibility criteria or the individual's equity in his or her primary place or residence. As to assets held jointly with his or her spouse or recognized civil partner, an individual's Personal Net Worth includes only that individual's share of such assets. An individual's net worth also includes the present value of the individual's interest in any vested pension plans, individual retirement accounts, or other

retirement savings or investment programs, less the tax and interest penalties that would be imposed if the asset were distributed at the present time.

(x) "Prime Contractor" means a contractor that is awarded a District contract and is responsible for the completion of the entire District contract, including purchasing all materials, hiring and paying Subcontractors, and coordinating all the work.

(y) "Program" means the program provisions established by this Revised Appendix D.

(z) "Small Business Enterprise" means a small business as defined by the United States Small Business Administration (SBA), pursuant to the business size standard found in 13 CFR Part 121, that is relevant to the scope of work the business seeks to perform on District contracts. A business is not an eligible SBE in any calendar fiscal year in which its gross receipts, averaged over the business' previous five (5) fiscal years, exceed the size standards of 13 CFR Part 121.

(aa) "Socially Disadvantaged" means a Minority Individual or woman who has been subjected to racial, ethnic, or gender prejudice or cultural bias within American society because of his or her identity as a member of a group and without regard to individual qualities. Social Disadvantage must stem from circumstances beyond the individual's control. A Socially Disadvantaged individual must be a citizen or lawfully admitted permanent resident of the United States.

(bb) "Subcontractor" means a party that enters into a subcontract agreement with a District Prime Contractor to perform work or provide materials on a District project.

(cc) "Tier" refers to the relationship of a Subcontractor to the Prime Contractor. A Subcontractor having a contract with the Prime Contractor, including a material supplier to the Prime Contractor, is considered a "first-tier Subcontractor," while a Subcontractor's Subcontractor is a "second-tier Subcontractor", and so forth. The Subcontractor is subject to the same duties, obligations, and sanctions as the Prime Contractor under this Revised Appendix D.

(dd) "Utilization Plan" means the plan, in the form specified by the District, which must be submitted by a Bidder listing the MBEs and WBEs that the Bidder intends to use in the performance of a contract, the scope of work, and the dollar values or the percentages of the work to be performed.

(ee) "Vendor List" means the District's list of businesses that are certified as minority-owned or women-owned by the City of Chicago, the County of Cook, the State of Illinois, the Women's Business Development Center, or the Chicago Minority Business Development Council, or as a Disadvantaged Business Enterprise by the Illinois Unified Certification Program, or as a Small Disadvantaged Business by the United States Small Business Administration.

(ff) "Women-owned Business Enterprise" or "WBE" means a local small business entity which is at least fifty-one (51) percent owned by one or more Socially and Economically Disadvantaged individuals who are women, or in the case of a publicly held corporation, fifty-one (51) percent of the stock of which is owned by one or more women, and whose management and daily business operations are controlled by one or more women.

Determination of whether a business is at least fifty-one (51) percent owned by a woman or women will be made without regard to community property laws.

Section 6. **Non-Discrimination and Affirmative Action Clause**

As a prerequisite to selection, a Prime Contractor must agree in its bid proposal for a Construction Contract subject to this Revised Appendix D to the following commitments:

(a) It will not discriminate on the basis of race, sex, color, disability, age, religion, national origin, sexual orientation, veteran status, or any other legally protected characteristic in the bid solicitation for or purchase of goods in the performance of its contract.

(b) It will actively solicit bids for the purchase or subcontracting of goods or services from qualified MBEs and WBEs.

(c) It will undertake Good Faith Efforts in accordance with the criteria established in this Revised Appendix D to ensure that qualified MBEs and WBEs are utilized in the performance of the Construction Contract and share in the total dollar value of the contract in accordance with each of the applicable Contract Goals established by the District for the participation of qualified MBEs and WBEs.

(d) It will require its Subcontractors at all Tiers to make similar Good Faith Efforts to utilize qualified MBEs and WBEs.

(e) It will maintain records and furnish to the District all requisite information and reports for monitoring of compliance with this Revised Appendix D.

(f) It will designate an individual to act as an affirmative action coordinator on its behalf to facilitate the review of all concerns related to the participation of MBEs and WBEs.

Section 7. **Race and Gender-Neutral Measures to Ensure Equal Opportunities for All Prime Contractors and Subcontractors**

The District will develop and utilize measures to encourage and facilitate the participation of all businesses engaged in District construction contracting activities. These measures will include but are not limited to:

(a) Unbundling by dividing large dollar value contracts into smaller dollar value contracts to facilitate the participation of MBEs and WBEs as Prime Contractors.

(b) Arranging solicitation times for the presentations of bids, specifications, and delivery schedules to facilitate the participation of interested Prime Contractors and Subcontractors.

(c) Providing timely information on contracting procedures, bid preparation, and specific contracting opportunities, including through an electronic system and social media.

(d) Assisting MBEs and WBEs with training seminars on the technical aspects of preparing a bid for a District contract or otherwise participating on District Contracts.

(e) Assisting businesses in overcoming barriers such as difficulty in obtaining financing and support for business development such as accounting, bid estimation, safety requirements, and quality control.

(f) Prohibiting Prime Contractors from denying a subcontract to a MBE or WBE solely on the basis of that businesses inability to obtain the required performance bond.

(g) Limiting the amount of insurance coverage required by a Prime Contractor for a subcontract to only that which is required for the portion of work to be performed by the Subcontractor.

(h) Holding pre-bid conferences to explain the contract and to encourage Bidders to contact all available businesses about opportunities to perform as Subcontractors. The pre-bid conferences will be a mandatory requirement on all District contracts where this Revised Appendix D is applicable.

(i) Adopting prompt payment procedures, including but not limited to, requiring that Prime Contractors promptly pay Subcontractors in compliance with Section 9 of the Local Government Prompt Payment Act, 50 ILCS 505/9, and investigating complaints or charges of excessive delay in payments.

(j) Reviewing retainage, bonding, and insurance requirements to eliminate unnecessary barriers to contracting with the District.

(k) Collecting information from Prime Contractors on District Construction Contracts which detail the bids received from all Subcontractors and the expenditures to Subcontractors on District Construction Contracts.

(l) Developing a separate SBE program that is race and gender neutral which designates specific small dollar value contracts for bid only by certified SBE businesses.

(m) Maintaining information on all businesses bidding on District contracts as both Prime Contractors and Subcontractors.

(n) At the discretion of the Board of Commissioners, awarding a representative sample of District contracts without Contract Goals to determine MBE and WBE utilization in the absence of Contract Goals.

(o) Referring complaints of discrimination against MBEs and WBEs to the appropriate authority for investigation and resolution.

Section 8. **Support and Outreach**

To provide optimal support to MBEs and WBEs desiring to participate on District contracts, the Administrator will facilitate support and outreach, which may be in-person and/or virtual as conditions permit, and may include the following:

(a) Meeting with business organizations to engage in discussions regarding difficulties experienced by their members on District contracts and effective steps to minimize those difficulties.

(b) Meeting with assist agencies and member businesses interested in working on District contracts to discuss upcoming opportunities.

(c) Meeting with new vendors to provide information regarding completion of the District's vendor application and bid documents.

(d) Meeting with Prime Contractors to collect feedback regarding their experiences under this Revised Appendix D.

(e) Participation in mandatory pre-bid conferences, as applicable.

(f) Hosting various seminars and support endeavors as the Administrator deems necessary for MBEs and WBEs to provide information on topics of interest, including financing, bonding, insurance, certification, bid estimation, safety requirements, and quality control.

Section 9. **District Roles and Responsibilities**

The District is responsible for promoting, supporting, and assisting in creating awareness of the Program such that it aides the Administrator in the implementation of the Annual Aspirational Goals, Contract Goals, and objectives of the Program. To reduce barriers to MBEs and WBEs participation on District contracts, all departments requesting bids, proposals, or any other solicitation governed by this Revised Appendix D will:

(a) Provide notification of anticipated solicitations including the following information: the scope of work, experience required, insurance requirements, budget, schedule, bid specifications, and any other relevant information no later than fourteen (14) calendar days prior to the procurement announcement.

(b) Evaluate anticipated solicitations to unbundle items or services to permit offers on quantities or scope of work less than the total requirement or the performance of discreet portions of the project, where feasible.

(c) At least fourteen (14) calendar days before a solicitation will be advertised, forward a copy of the advertisement to the Administrator to ensure appropriate Program language has been included.

(d) Ensure that all applicable provisions of the Program are included in bid specifications/proposals and contracts.

(e) Monitor contracts to ensure compliance with the Program and provide notification to the Administrator in instances where problems with compliance arise.

(f) Assist in the compilation of contract data for MBE and WBE availability and utilization.

(g) Provide the Administrator with a copy of, or independent electronic access to, the necessary information for each contract including, but not limited to, the contract value, pre-bid/pre-proposal sign in sheets, the bid or proposal results, any contract modifications, and an executed copy of the agreement.

(h) Notify the Administrator no later than ten (10) calendar days prior to any key post-award contract meetings or issues that could affect the Prime Contractor's ability to achieve the MBE or WBE commitment, such as contract kickoff meetings, monthly meetings, or meetings to address contract performance issues affecting MBE and WBE commitments.

(i) Require that each Prime Contractor submit to the Administrator, as part of its pay request process, the required Program information in the format required to ensure an accurate accounting of MBE and WBE participation.

(j) Support the Administrator by ensuring that Prime Contractors provide all necessary documents and information to close out the contract that provides a final accounting for MBE and WBE participation on the contract.

(k) Advertise contract opportunities via the District's website, and other avenues in consultation with the Administrator, where appropriate, to maximize MBE and WBE participation.

(l) Develop and advertise forecasts of upcoming procurement opportunities, including on an annual basis.

Section 10. **Certification Eligibility**

(a) The District is a self-certifying agency. In addition to issuing certifications, the District will accept certifications from the City of Chicago, Cook County, and other governmental agencies approved by the Administrator, issued within the last two (2) years of submittal. The District will verify a business' certification to ensure that the business meets the requirements of this Revised Appendix D. Any business that has been previously certified by the City of Chicago, Cook County, or another Administrator approved governmental agency shall be able to participate in an abbreviated verification process. Details regarding the abbreviated process will be maintained on the District's website.

(b) The verification permitted in Subsection (a) may take place in advance of the bid process or during the bid process. The District will maintain an online list of verified businesses.

(c) Only businesses that meet the criteria for certification as a MBE or WBE may be eligible for credit towards meeting Contract Goals. The business applying for District certification has the burden of production and persuasion by a preponderance of the evidence at all stages of the certification process.

(d) Only a business owned by a Socially and Economically Disadvantaged individual is eligible to participate in the Program.

(i) The business' ownership by a Socially and Economically Disadvantaged individual must be real, substantial, and continuing, going beyond *pro forma* ownership of the business as reflected in ownership documents. The owner must enjoy the customary incidents of ownership and share in the risks and profits commensurate with that ownership interest.

(ii) The contributions of capital or Expertise by the Socially and Economically Disadvantaged owner to acquire the ownership interest must be real and substantial. If Expertise is relied upon as part of a Socially and Economically Disadvantaged owner's contribution to acquire ownership, the Expertise must be of the requisite quality generally recognized in a specialized field, in areas critical to the business' operations, indispensable to the business' potential success, specific to the type of work the business performs, and documented in the business' records. The individual whose Expertise is relied upon must have a commensurate financial investment in the business.

(e) Only a business that is managed and controlled by a Socially and Economically Disadvantaged individual may be certified as a MBE or WBE.

(i) A business must not be subject to any formal or informal restrictions that limit the customary discretion of the Socially and Economically Disadvantaged owner. There can be no restrictions through corporate charter provisions, by-laws, contracts, or any other formal or informal devices that prevent the Socially and Economically Disadvantaged owner, without the cooperation or vote of any non-Socially and Economically Disadvantaged individual, from making any business decision, including making obligations or dispersing of funds.

(ii) The Socially and Economically Disadvantaged owner must possess the power to direct or cause the direction of the management and policies of the business and to make day-to-day as well as long term decisions on management, policy, operations, and work.

(iii) The Socially and Economically Disadvantaged owner may delegate various areas of the management or daily operations of the business to individuals who are not Socially and Economically Disadvantaged. Such delegations of authority must be revocable, and the Socially and Economically Disadvantaged owner must retain the power to hire and fire any such individual. The Socially and Economically Disadvantaged owner must exercise control over the business' operations, work, management, and policy.

(iv) The Socially and Economically Disadvantaged owner must have an overall understanding of managerial and technical competence, experience, and Expertise, directly related to the business' operations and work. The Socially and Economically Disadvantaged owner must have the ability to intelligently and critically evaluate information presented by other participants in the business'

activities and to make independent decisions concerning the business' daily operations, work, management, and policymaking.

(v) If federal, state, or local laws, regulations, statutes, or District ordinance, or other legal regulations require the owner to have a particular license or other credential to own or control the business, then the Socially and Economically Disadvantaged owner must possess the required license or credential. If federal, state, or local laws, regulations, statutes, or District ordinance, or other legal regulations does not require that the Socially and Economically Disadvantaged owner possess the license or credential, and the Socially and Economically Disadvantaged owner lacks such license or credential, this information will be a factor, but is not dispositive, in determining whether the Socially and Economically Disadvantaged owner actually controls the business.

(vi) A Socially and Economically Disadvantaged owner cannot engage in outside employment or other business interests that conflict with the management of the business or prevents them from devoting sufficient time and attention to the affairs of the business, including the management and control of the business' day-to-day operations.

(f) Only an independent business may be certified as a MBE or WBE. An independent business is one whose viability does not depend on its relationship with another business. Recognition of an applicant as a separate entity for tax or corporate purposes is not sufficient to demonstrate that a business is independent. In determining whether an applicant is an independent business, the Administrator will:

(i) Evaluate relationships with non-certified businesses in such areas as personnel, facilities, equipment, financial and/or bonding support, and other resources.

(ii) Consider whether present or recent employer/employee relationships between the Socially and Economically Disadvantaged owner of the applicant for MBE or WBE certification and non-certified businesses or individuals thereby associated compromise the applicant's independence.

(iii) Examine the applicant's relationships with non-certified businesses to determine whether a pattern of exclusive or primary dealings with non-certified businesses compromises the applicant's independence.

(iv) Consider the consistency of relationships between the applicant and non-certified businesses with normal industry practice.

(g) All documentation submitted by an applicant will remain in the custody of the District pursuant to Local Records Act, 50 ILCS 205, whether or not the certification is approved.

(h) If it is determined by the Administrator that an applicant knowingly, willingly, and intentionally submitted false or misleading information during the verification process, the applicant will be referred to the appropriate law enforcement agency for investigation and prosecution, where applicable.

(i) An applicant will be certified only for the specific types of work in which the Socially and Economically Disadvantaged owner for the MBEs and/or WBEs has the ability and Expertise to manage and control the business' operations and work.

(j) An applicant will be certified only in the specific category for which they are applying. A business that is both a MBE and WBE will not automatically be certified as both if the application is submitted only in regards to one category.

(k) The District will certify the eligibility of Joint Ventures involving MBEs and WBEs and non-certified businesses for credit towards a Contract Goal.

(l) A business found to be ineligible may not apply for certification for two (2) years after the effective date of the final decision.

(m) The certification status of all MBEs and WBEs will be reviewed every two (2) years by the Administrator. Failure of a business to seek recertification by filing the necessary documentation with the Administrator as required will result in decertification.

(n) It is the responsibility of the certified business to notify the Administrator of any change in its circumstances affecting its continued eligibility, including change in ownership and licenses held by the business. Failure to do so will result in the business' decertification.

(o) The Administrator will decertify a business that does not continuously meet the eligibility criteria.

(p) Decertification by another agency will create a *prima facie* case for decertification by the District. The challenged business will have the burden of proving by a preponderance of the evidence that its District certification should be maintained.

Section 11. **Appeals**

A business that has been denied certification or recertification, or that has been decertified by the Administrator may protest the denial or decertification by filing a written appeal with the Executive Director. The appeal must meet the following criteria:

(a) **Timeliness of appeals**. The appeal must be received by the Executive Director within ten (10) calendar days of the date of the letter denying certification, recertification, or decertifying. The appeal must be received no later than 4:30 p.m. central time zone on the tenth (10) calendar day. Any appeal received after this time will not be considered timely and will be automatically denied.

(b) **Form of appeals**. Appeals may be a type-written hardcopy document delivered to the District or may be attached to electronic mail sent directly to the Executive Director no later than 4:30 p.m. If the appeal is a hard-copy document, it must be addressed to the Executive Director and delivered to 100 E. Erie no later than 4:30 p.m.

(c) **Content of appeals**. The appeal must clearly articulate the basis on which it is being made and consist only of a letter clearly explaining why the business believes that the

Administrator's decision should not be upheld. No new documents may be submitted for the Executive Director's consideration. Only documents already in the possession of the Administrator will be considered in the appeal to the Executive Director.

(d) **Decision on appeals.** The Executive Director will carefully review all documents including the written request for appeal and will render a decision within thirty (30) calendar days of receipt of a timely appeal. The Executive Director's decision will be the final decision on the matter and is not subject to appeal or review.

(e) **Denial of appeals.** A business found to be ineligible for certification may not reapply for certification for two (2) years after the date of the final decision issued by the Executive Director.

Section 12. **Schedule of Goals for Minority and Women-Owned Business Enterprise Utilization**

In fulfillment of this policy to provide MBEs and WBEs full and equitable opportunities to participate on District contracts as both Prime Contractors and Subcontractors, the District will establish Annual Aspirational Goals for MBE and WBE participation, based on the availability of MBEs and WBEs in the District's geographic and procurement market area as established by the 2021 Disparity Study.

Section 13. **Contract Goals**

(a) The Administrator, based upon the information provided by the User Department, will establish Contract Goals for Construction Contracts based upon the availability of at least three (3) MBEs and three (3) WBEs registered on the District's Vendor List to perform the anticipated scope of work on the entire contract and the District's utilization of MBEs and WBEs to date.

(b) Where a substantial portion of the total Construction Contract cost is for the purchase of equipment, the Administrator may designate goals for only that portion of the contract relating to construction work and related supplies or modify the limitations on the credit for MBE and WBE suppliers.

(c) The Contract Goals will be designated in the contract documents.

(d) All contracts on which goals are placed will have goals that are narrowly tailored to the type of work being performed under the contract.

Section 14. **Counting MBE and WBE Participation Towards Contract Goals**

(a) A Bidder may achieve the Contract Goals by its status as a MBE or WBE, by entering into a Joint Venture with one or more MBEs and WBEs, by first-tier subcontracting a portion of the contract to one or more MBEs and WBEs, by direct purchase of materials or services from one or more MBEs and WBEs, or by any combination of the above.

(b) If a business is certified as both a MBE and a WBE, the Bidder may count the business' participation either toward the achievement of its MBE or WBE Contract Goal, but not

both. Participation by a business certified as both an MBE and a WBE cannot be split between the MBE and the WBE Contract Goal.

(c) When a MBE or WBE participates on a contract, the District will count only the value of the work actually performed by the MBE or WBE towards the Contract Goal.

(d) A Prime Contractor may count the entire amount of that portion of a contract that is performed by MBEs or WBEs own forces, including the cost of supplies and materials obtained and installed by the MBE or WBE for the work on the contract, and supplies purchased or equipment leased by the MBE or WBE used to directly perform the work on the contract, except supplies and equipment the MBE or WBE purchases or leases from the Prime Contractor or the Prime Contractor's Affiliate.

(e) Where a Bidder or first-tier Subcontractor engages in a Joint Venture to meet the Contract Goal, the Administrator will review the profits and losses, initial capital investment, actual participation of the Joint Venture in the performance of the contract with its own forces and for which it is separately at risk, and other pertinent factors of the Joint Venture, which must be fully disclosed and documented in the Utilization Plan in the same manner as for other types of participation, to determine the degree of MBE or WBE participation that will be credited towards the Contract Goal. The Joint Venture's Utilization Plan must evidence how it will meet the Contract Goal or document the Bidder's Good Faith Efforts to do so. The Administrator has the authority to review all records pertaining to Joint Venture agreements before and after the award of a contract in order to assess compliance with this Revised Appendix D. The MBE or WBE Joint Venture partner must have a history of proven Expertise in performance of a specific area of work and will not be approved for performing only general management of the Joint Venture. The specific work activities for which the MBE or WBE Joint Venture partner will be responsible and the assigned individuals must be clearly designated in the Joint Venture agreement. The Joint Venture must submit to the Administrator quarterly work plans, including scheduling dates of the tasks. The Administrator must approve the quarterly plans for the MBE or WBE Joint Venture partner's participation to be credited towards the Contract Goals.

(f) Only the participation of MBEs or WBEs that will perform as first-tier Subcontractors will be counted towards meeting the Contract Goals.

(g) Only expenditures to a MBE or WBE that is performing a Commercially Useful Function will be counted towards the Contract Goals.

(i) A business is considered to perform a Commercially Useful Function when it is responsible for execution of a distinct element of the work of a contract and carries out its responsibilities by actually performing, managing, and supervising the work involved. The business must pay all costs associated with personnel, materials, and equipment. The business must be formally and directly responsible for the employment, supervision and payment of its workforce, must own and /or lease equipment, and must be responsible for negotiating price, determining quality and quantity and paying for and ordering materials used. The business cannot share employees with the Prime Contractor or its Affiliates. No payments for use of equipment or materials by the business can be made through deductions by the

Prime Contractor. No family members who own related businesses are allowed to lease, loan, or provide equipment, employees, or materials to the business.

(ii) A business does not perform a Commercially Useful Function if its role is limited to that of an extra participant in a transaction through which funds are passed to obtain the appearance of MBE or WBE participation. The Prime Contractor is responsible for ensuring that the business is performing a Commercially Useful Function.

(iii) The District will evaluate the amount of work subcontracted, industry practices, and whether the amount the MBE or WBE is to be paid under the contract is commensurate with the work it is actually performing, along with other relevant factors.

(iv) If a business subcontracts a greater portion of the work of a contract than would be expected based on normal industry practice, it is presumed not to perform a Commercially Useful Function. When a business is presumed not to be performing a Commercially Useful Function, the business may present evidence to the Administrator to rebut this presumption. If no rebuttal is presented, then the presumption will stand.

(h) Credit towards the Contract Goals will be allowed only for those direct services performed or materials supplied by MBEs or WBEs or first-tier Subcontractor MBEs or WBEs. No less than eighty-five (85) percent of their work must be performed with their own forces, through the use of its own management and supervision, employees, and equipment. If industry standards and practices differ, the business must furnish supporting documentation to rebut this presumption to the Administrator.

(i) Prime Contractors are prohibited from allocating MBE and WBE Subcontract work to items identified in a contract as allowances, contingencies, and unit price. Allocation by a Prime Contractor to these categories under the scope of work of a contract will result in the rejection of the Utilization Plan by the Administrator.

(j) Purchase of materials and supplies must be pre-approved if their purchase is related to Contract Goal attainment. The Bidder may count payments to MBE or WBE regular dealers or Manufacturers for Contract Goal attainment for no more than fifty (50) percent of each MBE or WBE goal, unless otherwise approved by the Administrator. If the Bidder exceeds the supplier exception amount allowable as stated in the bid documents, the bid will be viewed as non-responsive.

(k) If a business ceases to be certified during its performance on a contract, the dollar value of work performed under the contract with that particular business after it has ceased to be certified will not be counted.

(l) In determining achievement of Contract Goals, the participation of a MBE or WBE will not be counted until that amount, including retention, has been paid to the MBE or WBE.

Section 15. **Utilization Plan Submission**

(a) Compliance documents must be submitted as detailed in the bid solicitation. Failure to do so will render the bid non-responsive. The Administrator will review compliance documents for each bid submission to determine whether it meets the requirements herein.

(b) A Bidder must either meet the Contract Goals or establish its Good Faith Efforts to do so as described in this Revised Appendix D and the bid solicitation.

(c) Each Bidder must submit with its bid a completed and signed Utilization Plan that lists for each Subcontractor and supplier proposed to be used to perform the scope of work on the contract: the name; address; telephone number; electronic mail address; six-digit North American Industry Classification System code; a description of the work with contract item number; the dollar amount to be allocated to the business; the contact person of the business; and any other information required in the solicitation documents. Each Bidder's Utilization Plan must commit to MBE or WBE participation equal to or greater than each of the Contract Goals set forth in the bid solicitation, unless the Bidder requests a partial or total waiver of the requirement that it file a Utilization Plan or achieve a particular goal by submitting with the bid a signed Waiver Request in the form specified in the bid solicitation.

(d) Each Bidder must submit with its bid a signed MBE/WBE Subcontractor's Letter of Intent for each business proposed to meet the Contract Goals in the form specified in the bid solicitation, with a copy of each MBE or WBE current Letter of Certification from a state or local government or agency, or documentation demonstrating that the business is a MBE or WBE within the meaning of this Revised Appendix D. In the event of a conflict between the amounts stated on the Utilization Plan and the MBE/WBE Subcontractor's Letter of Intent, the terms stated on the Utilization Plan will control. An original or scanned copy of the MBE/WBE Subcontractor's Letter of Intent will be acceptable.

(e) Where a Bidder has failed to meet the Contract Goals, it must file a Waiver Request documenting its Good Faith Efforts to meet the Contract Goals as provided in the format described in the bid solicitation. Following submittal of a Waiver Request, the Administrator will require the Prime Contractor to file a Contractor Information Form and provide additional documentation of its Good Faith Efforts in attempting to fulfill such goals.

(i) Good Faith Efforts will include, but are not limited to:

(1) Attending the mandatory pre-bid conference conducted by the District to acquaint Prime Contractors with MBEs and WBEs available to provide relevant goods and services and to inform MBEs and WBEs of subcontracting opportunities on a contract.

(2) Reviewing the Vendor List of available MBEs and WBEs maintained by the District, as well as other state and local governments and agencies, prior to the bid opening to identify qualified MBEs and WBEs for solicitation for bids.

(3) Soliciting, not less than fifteen (15) calendar days before the bid opening date, through reasonable and available means (*e.g.*, written notices,

advertisements on social media) MBEs and WBEs that can provide services in the anticipated scopes of subcontracting on the contract.

(4) Providing MBEs and WBEs with convenient and timely opportunities to review and obtain relevant plans, specifications, or terms and conditions of the contract to enable such MBEs and WBEs to prepare an informed response to a Prime Contractor solicitation and following up initial solicitations to answer questions and encourage MBEs and WBEs to submit bids.

(5) Negotiating in good faith with interested MBEs and WBEs that have submitted bids and thoroughly investigated their capabilities. Evidence of such negotiations includes: the names, electronic mail addresses, and telephone numbers of MBEs and WBEs with whom the Bidder negotiated; a description of the information provided to MBEs and WBEs regarding the work selected for subcontracting; and explanations as to why agreements could not be reached with MBEs and/or WBEs to perform the work. The Bidder may not reject MBEs and WBEs as being unqualified without sound reasons. That there may be some additional costs involved in finding and using MBEs and WBEs is not in itself a sufficient reason for a Bidder's failure to meet the Contract Goals, as long as such costs are reasonable.

(6) Selecting those portions of the contract consistent with the available MBEs and WBEs, including where appropriate, breaking out contract work items into economically feasible units to facilitate MBE and WBE participation.

(7) Making efforts to assist interested MBEs and WBEs in obtaining financing or insurance as required by the District for performance on the contract, when applicable.

(8) Using the services and assistance of the District; MBE and WBE assistance groups; local, state, and federal minority or woman business assistance offices; and other organizations to provide assistance in the recruitment and placement of MBEs and WBEs.

(ii) Failure of a Bidder to provide requested information to the Administrator or to cooperate with the Administrator's investigation may be grounds for the rejection of a bid submission or a Waiver Request.

(iii) Upon completion of the investigation, the Administrator will inform the Director of his or her findings.

(iv) Thereafter, the Administrator will determine whether to grant the Waiver Request based on the Bidder's Good Faith Efforts at the time of the bid submission.

(v) Where the Administrator determines that a Bidder has not made Good Faith Efforts, the Director will declare the bid submission non-responsive and reject the bid.

(f) A Prime Contractor's submission of a Utilization Plan that commits to MBE or WBE participation equal to or greater than the Contract Goals does not provide a basis for a higher bid, an increase in contract price, or a later change order.

(g) The requirement to submit a Utilization Plan and MBE/WBE Subcontractor's Letter of Intent applies when the individual project is awarded under a Job Order Contract.

(i) A Prime Contractor awarded a Job Order Contract must submit with each work order issued under such a contract its Utilization Plan that lists the name, address, telephone number, electronic mail address, and contact person for each MBE and WBE to be used on the work order, as well as a description of work to be performed and the dollar amount to be allocated to the MBE or WBE. The Prime Contractor must submit with each work order a MBE/WBE Subcontractor's Letter of Intent from each certified business.

(ii) A Prime Contractor awarded a Job Order Contract will be subject to the compliance monitoring provisions contained in this Revised Appendix D. The Prime Contractor must submit to the Administrator monthly documentation, as specified by the Administrator, demonstrating that the Prime Contractor has attained the Contract Goals for the completed portion of the Job Order Contract or that it has been unable to do so despite its Good Faith Efforts. Good Faith Efforts must be documented as provided in this Revised Appendix D.

Section 16. **Bid Submission Compliance Review**

(a) The Director, in coordination with the Administrator, will declare a bid submission non-responsive if a Bidder:

(i) Failed to submit with its bid a completed and signed Utilization Plan and signed MBE/WBE Subcontractor's Letter of Intent from each MBE and WBE listed on its Utilization Plan.

(ii) Failed to commit in its Utilization Plan to MBE and WBE participation equal to or greater than the Contract Goals unless the Bidder submitted with its bid a request a total or partial waiver of the Contract Goals.

(b) Where, after consultation with the Administrator, the Director determines that the Utilization Plan submitted by a Bidder is false or fraudulent, the bid will be rejected or, if the determination is made after the contract is awarded, the contract may be forfeited in accordance with the provisions of Article 28 of the General Conditions.

(c) Prior to the award of any contract, the Administrator will review the Utilization Plan, MBE/WBE Subcontractor's Letter of Intent, Letter of Certification, Contractor Information, and Waiver Request Form submitted by the apparent low Bidder and conduct any other investigation the Administrator deems appropriate to determine compliance.

(d) Within thirty (30) calendar days after request, the Prime Contractor must furnish executed copies of all MBE and WBE subcontracts to the Administrator. Subsequently, the Prime Contractor will obtain and submit a copy of all MBE and WBE contracts at all Tiers within five (5) calendar days of a written request.

(e) The Prime Contractor will set timetables for the use of its Subcontractors before ten (10) percent of the work is completed. Timetables may be modified during contract performance with the prior written approval of the Administrator.

(f) If requested by the Administrator, the Prime Contractor must submit a MBE and WBE work plan projecting the work tasks associated with a certified business' commitments prior to the award of the contract. The work plan must provide a description of the work to be subcontracted to MBEs and WBEs and non-certified businesses and the dollar amount, as well as the name of all Tiers of Subcontractors. The work plan will become a part of the Prime Contractor's commitment and the contract record and may not be changed without prior written approval of the Administrator.

Section 17. **Mentor-Protégé Program**

The mentor-protégé program has been designed to encourage Prime Contractors to actively participate in the development and mentoring of MBE and WBE businesses. To motivate Prime Contractors to participate in the mentor-protégé program, the District will include a three (3) percent Contract Goal credit towards the applicable mentee category on all contracts to which this Revised Appendix D is applied. In addition to providing mentoring opportunities, the mentor-protégé program will also provide increased access to resources which will facilitate improved economic growth and greater contracting opportunities for the MBE or WBE protégé. The following guidelines will apply to the mentor-protégé program:

(a) The mentor/Prime Contractor will indicate that it wishes to participate in the mentor-protégé program in its bid submission for a District contract. This indication will be considered as an application to participate in the mentor-protégé program, and the application will be subject to the review and approval of the Administrator.

(b) The mentor and protégé must have a relationship independent of the District that pre-exists the mentor/Prime Contractor's bid application. The District will not facilitate a relationship between a mentor and a protégé.

(c) To qualify as a mentor, the Prime Contractor must present evidence that it has been operating in the market in which the protégé conducts business for at least five (5) years; is in good financial standing as determined by its federal tax returns or audited financial statements; and has not been debarred, suspended, or had its business license revoked.

(d) To qualify as a protégé, the Subcontractor must be a MBE and WBE as defined in this Revised Appendix D. Additionally, the protégé must have at least one (1) year of work experience in the market in which the mentor conducts business.

(e) A mentor may only have a total of three (3) protégés at any given time, and no more than one (1) protégé per contract. This information must be provided to the Administrator at the time that the bid application is reviewed.

(f) A protégé may only have one (1) mentor at any given time. This information must be provided to the Administrator at the time that the bid application is reviewed.

(g) A business may not serve as a mentor and a protégé at the same time.

(h) The mentor and protégé must be separate and distinct businesses. The mentor cannot possess an ownership interest in the protégé business, nor can the businesses be otherwise affiliated outside of the mentor-protégé relationship, including any familial relationship. The Administrator will review and assess the nature of the relationship to ensure that this requirement is fulfilled.

(i) If the mentor-protégé agreement is terminated during the pendency of the District contract on which the mentor-protégé relationship has been approved, it is the obligation of the mentor/Prime Contractor to notify the Administrator within three (3) calendar days of the termination. Failure to notify the Administrator within this required timeframe may result in the mentor/Prime Contractor being prohibited from participating in the mentor-protégé program on future contracts. In the event of termination, the mentor/Prime Contractor will cease to receive any credit or recognition for work performed by the protégé/Subcontractor from the point the agreement has been terminated, separate from any credit or recognition for which it is otherwise entitled.

(j) In the event of termination of the original mentor-protégé agreement, the mentor will not be permitted to engage with another protégé for the same District contract. Likewise, no substitutions of a protégé will be permitted.

(k) Any application to the mentor-protégé program will be denied if, in the opinion of the Administrator, the mentor-protégé relationship presents no opportunity for professional benefit to the protégé, but instead serves only as vehicle for the mentor to receive Contract Goal credits on a District contract. The Administrator's decision on this matter will be final and is not subject to appeal or review.

(l) Violation of any of the provisions contained in this section will result in the mentor-protégé application being denied, or in the event that information pertaining to a violation is discovered after the application is approved, permission to participate in the mentor-protégé program will be revoked. The Administrator's decision on this matter will be final and is not subject to appeal or review.

Section 18. **Contract Performance Compliance**

(a) Following the award of a contract, the Administrator will review the Prime Contractor's compliance with its MBE and WBE commitments during the performance of the contract.

(b) The Prime Contractor will be required to submit the Affirmative Action Monthly MBE/WBE Status Report providing the information in the written format specified by the Administrator. Evidence of MBE and WBE Subcontractor participation and payments must be submitted as required to confirm Subcontractors' participation and payment. The Prime Contractor's failure to do so may result in a finding of non-compliance by the Administrator pursuant to Section 20 of this Revised Appendix D. The Administrator reserves the right to require that the Affirmative Action Monthly MBE/WBE Status Report be submitted electronically via the compliance system upon notice.

(c) District contract compliance officers and auditors, or their designees, must have access to the Prime Contractor's and Subcontractor's Books and Records, including certified payroll records, bank statements, employer business tax returns, and all records including

all computer records and books of account to determine Prime Contractor and Subcontractor compliance with Program requirements. The District has the sole discretion to perform audits at any time and without notice to the Prime Contractor or Subcontractor. A Prime Contractor must provide the Administrator with any additional compliance documentation within ten (10) calendar days of receipt of a written request.

(d) If District personnel observe that any Subcontractor other than those listed on the Utilization Plan is performing work or providing materials or equipment for those MBE and WBE Subcontractors listed on the Utilization Plan, the Prime Contractor will be notified in writing of an apparent violation and progress payments may be withheld. The Prime Contractor will have the opportunity to meet with the Administrator prior to a finding of non-compliance.

(e) The Prime Contractor is required to fill out the Supplemental Change Order Form or such other documents as the Administrator may require which details the names of the Subcontractors impacted and provides a description of the work and dollar amount of the change and the amended contract value. The Prime Contractor will submit the Supplemental Change Order Form along with any additional documents as required to the Administrator for approval.

(f) Where a partial or total waiver of the Contract Goals has been granted, the Prime Contractor must continue to make Good Faith Efforts during the performance of the contract to meet the Contract Goals, and the Administrator will provide technical assistance with respect to such efforts. The Administrator will require the Prime Contractor to provide documentation of its continuing Good Faith Efforts in attempting to fulfill the Contract Goals.

(g) The Prime Contractor cannot make any changes to the approved Utilization Plan without the prior written approval of the Administrator. This includes, but is not limited to, instances in which the Prime Contractor seeks to perform work originally designated for a MBE or WBE Subcontractor with its own forces or those of an Affiliate, a non-certified business, or another MBE or WBE. Failure to obtain the prior written approval of the Administrator will constitute a breach of the contract and subject the Prime Contractor to any and all available sanctions. Additionally, the participation of certified businesses that did not receive prior written approval by the Administrator will not be counted towards the Contract Goals.

(i) The Prime Contractor must demonstrate good cause to terminate or reduce the scope of work of the MBE or WBE to the satisfaction of the Administrator. Good cause is limited to the following circumstances:

(1) The listed MBE or WBE Subcontractor fails or refuses to execute a written contract.

(2) The listed MBE or WBE Subcontractor becomes bankrupt, insolvent, or exhibits credit unworthiness.

(3) The listed MBE or WBE is ineligible to work on public works projects because of suspension or debarment proceedings pursuant to federal, state, or local law.

(4) The Administrator has determined that the listed MBE or WBE Subcontractor is not a responsible contractor.

(5) The listed MBE or WBE Subcontractor voluntarily withdraws from the project and provides the Administrator with prior written notice of its withdrawal before a decision on certification eligibility by the Administrator is rendered.

(6) The listed MBE or WBE Subcontractor is ineligible to receive credit for the type of work required.

(7) The MBE or WBE owner dies or becomes disabled rendering the business unable to complete the work on the contract.

(8) Other good cause as determined in the Administrator's sole discretion.

(ii) Good cause does not include instances where the Prime Contractor seeks to terminate a MBE or WBE so that the Prime Contractor can self-perform the work or substitute another MBE or WBE or non-certified Subcontractor to perform the work.

(iii) The Prime Contractor must give the MBE or WBE notice in writing, with a copy to the Administrator, of its intent to request to terminate or substitute, and the detailed reasons for the request. The Prime Contractor must give the MBE or WBE five (5) business days to respond to the notice and advise the Administrator of the reasons, if any, why the MBE or WBE objects to the proposed termination and why the Administrator should approve the request to terminate. If required in a particular case as a matter of public necessity (*e.g.*, safety), the Administrator may require a response period shorter than five (5) business days.

(iv) If the Prime Contractor proposes to terminate or substitute a MBE or WBE Subcontractor for any reason, the Prime Contractor must make Good Faith Efforts as defined herein to find a substitute MBE or WBE Subcontractor to meet its MBE or WBE contractual commitment. Its Good Faith Efforts must be directed at finding another MBE or WBE to perform or provide at least the same amount of work, material, or service under the contract as the original MBE or WBE to the extent necessary to meet the Contract Goals.

(v) The Prime Contractor must submit a MBE/WBE Subcontractor's Letter of Intent for each proposed new MBE or WBE Subcontractor.

(vi) The Administrator will review the substitution request and decide whether to grant the request based on the Prime Contractor's documented compliance with these provisions.

(h) In the event that a Prime Contractor fails to achieve the level of MBE or WBE participation described in its Utilization Plan as demonstrated by its request for a progress payment, the Administrator will provide written notice to the Prime Contractor regarding the deficiency and progress payments may be withheld until compliance is achieved. If additional instances of non-compliance occur, subsequent progress payments may also be withheld pending compliance. Failure to meet the Contract Goals as stated on the Utilization Plan will be a *prime facie* case of non-compliance.

(i) In the event that a Prime Contractor fails to achieve the level of MBE or WBE participation described in its Utilization Plan as the result of the District's elimination of the work to be performed by a MBE or WBE, the Prime Contractor must notify the Administrator in writing and request an amendment of its Utilization Plan. A letter of release signed by the Subcontractor must be included with the request.

(j) The Contract Goal obligation extends to all contract work covered by change orders. The obligation to make Good Faith Efforts to meet the Contract Goal extends to the entire performance of the contract. When contract work is added, the Prime Contractor must award that work to the MBE or WBE listed in its Utilization Plan, if the original scope of work is to be performed by a MBE or WBE listed in the Utilization Plan. If the original listed MBE or WBE cannot perform the additional work, the Prime Contractor must make Good Faith Efforts to secure MBE or WBE Subcontractors to perform the additional contract work so that the goal percentage committed to in the contract is maintained or the Contract Goal is achieved.

(k) When the scope of Contract work is deducted, the Prime Contractor must make Good Faith Efforts to achieve the Contract Goal percentages committed to in the Contract.

(l) The Prime Contractor must notify the Administrator in writing within ten (10) calendar days of its determination to request an amendment of its Utilization Plan. The Prime Contractor must give the MBE or WBE notice in writing, with a copy to the Administrator, of its intent to request a reduction in the scope of work, and the detailed reasons for the request. The Administrator will review the request for the reduction and decide whether to approve the request based on the Prime Contractor's documented compliance with these provisions.

(m) Where contract change orders are made individually or in the aggregate that increase the total value of the contract by more than ten (10) percent of the original contract value, the Prime Contractor will increase the utilization of all MBEs or WBEs, where feasible, so that the total value of the percentage of work performed by MBEs or WBEs as to increased contract value bears the same relationship to the total value of the contract, as modified by change orders, as the percentage of MBEs or WBEs utilization committed to in the Prime Contractor's original Utilization Plan.

Section 19. **Compliance System**

All contractors are to comply with Diversity's electronic compliance and monitoring system for reporting purposes. Failure to comply with these requirements may result in a finding

of non-compliance by the Administrator pursuant to Section 20 of this Revised Appendix D. The reporting requirements include, but are not limited to:

(a) Prime Contractors are required to submit monthly Diversity spend numbers as well as make payments towards invoices submitted by Subcontractors, on a monthly basis.

(b) Subcontractors are required to submit invoices for their work and to acknowledge payment from Prime Contractors when received.

Section 20. **Sanctions for Non-Compliance**

(a) Where the Administrator believes that the Prime Contractor or Subcontractor has: committed fraud or made misrepresentations to the District; failed to comply with this Revised Appendix D or its contract; provided false or fraudulent documentation; or failed to comply with its Utilization Plan, the Administrator will notify the Prime Contractor and/or Subcontractor in writing of such determination of non-compliance and withhold up to one hundred (100) percent of the current progress or final payment due to the Prime Contractor. The amount to be withheld will be based upon a determination of the degree to which the Prime Contractor has failed to meet its MBE or WBE contractual commitments and to what extent the Prime Contractor has made Good Faith Efforts to achieve such commitments. The Prime Contractor and/or Subcontractor will have the right to meet with the Administrator within ten (10) calendar days of receipt of the notice. After conference and conciliation, the Administrator will determine whether the Prime Contractor and/or Subcontractor is complying.

(b) If the Administrator determines that the Prime Contractor and/or Subcontractor is not in compliance and the violation cannot be resolved by conference and conciliation, the Administrator will refer the matter to the Executive Director. Upon review of the matter, the Executive Director may return the referral to the Administrator with direction on how to proceed or may direct that the Prime Contractor and/or Subcontractor participate in a Show Cause hearing on a date certain to explain why further sanctions should not be imposed.

(i) The Prime Contractor and/or Subcontractor will have ten (10) calendar days after receipt of the Show Cause notice within which to file a response in writing with the Administrator. A hearing before a duly appointed Hearing Officer will be convened to provide the Prime Contractor and/or Subcontractor an opportunity to be heard with respect to the non-compliance. Within twenty (20) calendar days after the Executive Director's referral, the Hearing Officer will schedule a hearing to be held within twenty (20) calendar days of receipt of the referral. The District will carry the burden of proof as to non-compliance by a preponderance of the evidence. An official record will be kept with the Clerk of the District. All filings by the District or the Prime Contractor and/or Subcontractor should be made with the Clerk of the District, with courtesy copies going to the parties and the Hearing Officer.

(ii) The Hearing Officer will conduct the Show Cause hearing and issue findings of fact, conclusions of law, and recommendations regarding disposition of the hearing.

Procedures and rules governing the Show Cause hearings will be followed as adopted by the Board of Commissioners.

(iii) All Show Cause hearings must be conducted on the record and all testimony must be under oath and transcribed verbatim by a court reporter. All parties will be given the opportunity to present and respond to evidence. The Hearing Officer will conduct a fair hearing and maintain order and will abide by the Judicial Canons of Ethics enacted by the Illinois Supreme Court.

(iv) Within thirty (30) calendar days after the Show Cause hearing, the Hearing Officer will issue in writing to the Executive Director his/her written findings of fact, conclusions of law as to compliance, and recommendations with respect to any appropriate sanctions. The Executive Director will transmit the Hearing Officer's findings, conclusions, and recommendations to the Board of Commissioners which may impose sanctions for a Prime Contractor's and/or Subcontractor's non-compliance with this Revised Appendix D including, but not limited to:

(1) Withholding up to fifty (50) percent of the current progress or final payment due the Prime Contractor until the Administrator determines that the Prime Contractor is in compliance. Following the withholding of up to fifty (50) percent of the current progress payment, up to one hundred (100) percent of further progress payments may be withheld until the Prime Contractor is found to be in compliance. The amount to be withheld will be based upon a determination of the degree to which the Prime Contractor has failed to meet its MBE or WBE contractual commitments and to what extent the Prime Contractor has made Good Faith Efforts to achieve such commitments.

(2) Declaring the Prime Contractor and/or Subcontractor to be non-responsible and disqualify/debar the Prime Contractor and/or Subcontractor from eligibility to bid on District Construction Contracts for a period of not less than one (1) year and not more than three (3) years. A business that is disqualified pursuant to the provisions of this Revised Appendix D will be precluded from participation on any District contract as a Prime Contractor, Subcontractor, and supplier for the period of disqualification. In cases involving the use of false documentation, the making of false statements, fraud or misrepresentation, the disqualification period will be not less than eighteen (18) months and not more than three (3) years for the second violation, and not less than two (2) years and not more than three (3) years for the third violation from the date of disqualification established by the Board of Commissioners' Order.

(3) Rejecting bid submissions by the Prime Contractor for other contracts not yet awarded when it is determined that the Prime Contractor participated in the use of false documentation, the making of false statements, or fraud or misrepresentation.

(4) For any MBE or WBE that has misrepresented its MBE or WBE status and failed to operate as an independent business performing a Commercially Useful Function, declaration by the Director that the MBE or WBE is ineligible to participate as a MBE or WBE in District contracts. A business that has been declared ineligible may not participate as a MBE or WBE for a period of not less than one (1) year and not more than three (3) years.

(5) Forfeiting and deducting from the Prime Contractor's progress or final payments under the contract an amount up to the dollar amount of its MBE or WBE goal commitment that the Prime Contractor failed to meet. The amount to be deducted will be based upon a determination of the extent to which the Prime Contractor made Good Faith Efforts to achieve such commitments at the sole discretion of the Administrator.

(6) Referring the matter to the Office of the Attorney General or Cook County State's Attorney for follow-up action, where applicable.

(c) The District's attorneys' fees and costs may be assessed against the Prime Contractor and/or Subcontractor where the Hearing Officer makes a finding that the Prime Contractor and/or Subcontractor used false documentation, made false statements, or committed fraud or misrepresentation.

(d) Notice of sanctions imposed by the Board of Commissioners for violations of this Revised Appendix D by the Prime Contractor, Subcontractor, or supplier will be spread upon the public record by the District, including but not limited to publication in the Record of Proceedings of the Board of Commissioners, posting on the District's website, publication in any type of media or newspaper publication, and direct notice by letter to governmental entities.

(e) The District may take other action, as appropriate, within the discretion of the Administrator, subject to the approval of the Hearing Officer and the Board of Commissioners.

Section 21. **Federal Regulations**

The provisions of this Revised Appendix D shall not apply to any contract in which there will be monetary contributions received from a federal agency and the requirements of the federal agency dictate automatic compliance with that agency's affirmative action program. No language contained in this Revised Appendix D shall be interpreted to diminish or supplant the Equal Employment Opportunity Commission requirements.

Section 22. **Reporting and Review**

The Administrator will provide biannual reports to the Board of Commissioners containing the following information:

(a) The level of MBE or WBE participation achieved during the prior calendar year or other time period on District Construction Contracts subject to this Revised Appendix D; and

(b) Identification of any difficulties with the enforcement of this Revised Appendix D; and

(c) Any recommendations with respect to improving the implementation of this Revised Appendix D.

Section 23. **Sunset Provision**

This Revised Appendix D will expire on December 31, 2027, unless the District finds its remedial purposes have not been fully achieved and that there is a compelling interest in continuing to implement narrowly tailored remedies to redress discrimination against MBEs and WBEs so that the District will not function as a passive participant in a discriminatory marketplace in the District's Chicago construction industry and geographic market area.

Section 24. **Repeal of Prior Inconsistent Provisions**

All enactments and provisions previously adopted by the Board of Commissioners with regard to affirmative action on Construction Contracts subject to this Revised Appendix D that are inconsistent with the provisions contained in this Revised Appendix D are hereby expressly repealed.

Section 25. **Severability**

If any clause, sentence, paragraph, section, or part of this Revised Appendix D is held by a court of competent jurisdiction to be invalid, illegal, or unenforceable, that judgment will not affect, impair, or invalidate the remainder of this Revised Appendix D and will be construed as if the clause, sentence, paragraph, section, or part had never been contained in this Revised Appendix D. The remaining language contained in this Revised Appendix D will remain in full force and effect. In lieu of such invalid, illegal, or unenforceable clause, sentence, paragraph, section, or part, there will be automatically added as part of this Revised Appendix D language as similar in its terms to such invalid, illegal, or unenforceable language as may be possible and be valid, legal, and enforceable.

Section 26. **Effective Dates**

This amendment to Revised Appendix D will be effective and apply to all bids for Construction Contracts advertised after December 31, 2022.

ADOPTED:

Kari K. Steele

Kari K. Steele, President
Board of Commissioners of the
Metropolitan Water Reclamation
District of Greater Chicago

Approved as to form and legality:

Ellen Avery

Head Assistant Attorney

Susan Morris

General Counsel

EXHIBIT 6

MWRDGC'S APPENDIX V, VETERAN OWNED BUSINESS ENTERPRISE CONTRACTING POLICY REQUIREMENTS

APPENDIX V

VETERAN-OWNED BUSINESS ENTERPRISE CONTRACTING POLICY REQUIREMENTS

Section 1. **Purpose**

The purpose of the Veteran-Owned Business Enterprise Contracting Policy ("Policy") is to increase contracting opportunities with the Metropolitan Water Reclamation District of Greater Chicago ("District") for veteran-owned and operated small business enterprises.

Section 2. **Definitions**

(a) "Contract Goals" means the numerical percentage goals for MBE, WBE, and VBE participation to be applied to an eligible District contract subject to Affirmative Action Ordinance Revised Appendix D of the Metropolitan Water Reclamation District of Greater Chicago and this Appendix V for the participation of MBEs, WBEs, and VBEs based upon the scope of work of the contract and the availability of MBEs, WBEs, and VBEs to meet the goal, and the District's progress towards meeting its annual MBE and WBE goals.

(b) "Eligible Veteran" means an individual who has been a member of the armed forces of the United States and served for a total of at least six (6) months, or for the duration of hostilities regardless of the length of engagement, and
   (i) was discharged on the basis of hardship; or
   (ii) was released from active duty because of a service-connected disability; or
   (iii) was discharged under honorable conditions.

   Former members of the military with the following type of discharges are excluded from the Policy:
   (i) dishonorably discharge; or
   (ii) bad conduct discharge; or
   (iii) general discharge under other-than-honorable conditions.

(c) "Good Faith Efforts" means honest, fair, and commercially reasonable actions undertaken by a prime contractor or consultant to meet the VBE Contract Goal, which by their scope, intensity, and appropriateness to the objective, can reasonably be expected to fulfill the Contract Goals.

(d) "Local Business" means a business located within the District's geographic market area as established by the 2021 Disparity Study, namely the counties of Cook , DuPage, Kane, Lake, McHenry, or Will, in the State of Illinois.

(e) "Minority-owned Business Enterprise" or "MBE" means a local small business entity, including a sole proprietorship, partnership, corporation, limited liability company, joint venture, or any other business or professional entity, which is at least fifty-one (51) percent owned by one or more socially and economically disadvantaged individuals who are members of one or more minority groups, or, in the case of a publicly held corporation, at least fifty-one (51) percent of the stock of which is owned by one or more members of one or more minority groups, and whose management, policies, major decisions, and daily business operations are controlled by one or more minority individuals.

(f) "Small Business Enterprise" or "SBE" means a small business as defined by the United States Small Business Administration (SBA), pursuant to the business size standard found in 13 CFR Part 121, that is relevant to the scope of work the business seeks to perform on District contracts. A business is not an eligible SBE in any calendar fiscal year in which its gross receipts, averaged over the business' previous five (5) fiscal years, exceed the size standards of 13 CFR Part 121.

(g) "Veteran-owned Business Enterprise" or "VBE" means a local small business entity, including a sole proprietorship, partnership, corporation, limited liability company, joint venture or any other business or professional entity, which is at least fifty-one (51) percent owned by one or more eligible veterans, or in the case of a publicly held corporation, at least fifty-one (51) percent of the stock which is owned by one or more eligible veterans, and whose control and management of the business including long-term goals for the company as well as day-to-day operations are controlled by one or more eligible veterans.

(h) "Women-owned Business Enterprise" or "WBE" means a local small business entity which is at least fifty-one (51) percent owned by one or more socially and economically disadvantaged individuals who are women, or in the case of a publicly held corporation, fifty-one (51) percent of the stock of which is owned by one or more women, and whose management and daily business operations are controlled by one or more women. Determination of whether a business is at least fifty-one (51) percent owned by a woman or women will be made without regard to community property laws.

Section 3. **Certification Eligibility**

(a) Only a business owned, managed, and controlled by an Eligible Veteran may be certified as a VBE.

(i) Ownership by one or more Eligible Veterans must be direct and unconditional; and
(ii) Subsidiaries owned or controlled by one or more Eligible Veterans is not acceptable.

(b) For the purposes of this policy, there is no distinction between service-disabled and non-service disabled veteran-owned businesses.

Section 4. **Contract Goals**

(a) The standard Contract Goal for VBEs is three (3) percent, unless otherwise specified in the language of the contract, specifically the Invitation to Bid. This goal is applicable to contracts awarded by the District where the total approved expenditure is in excess of one hundred thousand dollars ($100,000.00).

(b) VBE Contract Goals are separate and distinct from the MBE and WBE Contract Goals. An Eligible Veteran who is also a MBE or WBE may be utilized to fulfill the MBE, WBE, and VBE Contract Goals, as applicable. However, the three (3) percent VBE Contract Goal must be fulfilled in addition to the MBE and WBE Contract Goals set forth.

(c) If a MBE or WBE is utilized to accomplish the VBE Contract Goal, the VBE commitment amount must be entered as a separate dollar amount on all contract documents.

(d) VBE Contract Goals will only be applied to a contract when there are at least two (2) qualified VBE contractors or professional services consultants registered on the District's vendor list that are capable of performing the anticipated subcontracting functions of the contract.

Section 5. **Good Faith Efforts**

A prime contractor must undertake Good Faith Efforts to ensure that qualified VBE businesses are utilized in the performance of the contract and provide maximum opportunities for VBE participation, notwithstanding the fact that the contractor may have the capability to complete the contract without the use of subcontractors.

Section 6. **VBE Commitment Form Submission**

When completing a Utilization Plan for a contract bid document, a prime contractor must complete the VBE Commitment Form by doing the following:

(a) Provide the name, contact information, and qualifications for prospective VBE businesses. Delineate the various anticipated categories and disciplines of services to be provided by VBE businesses and provide the dollar amount to be allocated to each business; and

(b) Summarize commitment to comply with the VBE Contract Goal for the project. Compliance documents must be submitted as detailed in the bid solicitation. The Administrator will review compliance documents for each bid submission to determine whether it meets the requirements herein; and

(c) Where a prime contractor or consultant is a business owned and controlled by a VBE or where the prime contractor or consultant utilizes a VBE in a joint venture or as a subcontractor, a prime contractor or consultant may count toward the achievement of its VBE Contract Goals the utilization of any VBE that also satisfies the definition of a SBE.

Section 7. **Effective Date**

This Policy is effective as of December 31, 2022 and applies only to qualifying contracts advertised after the effective date.

Adopted pursuant to an Order of the Board dated November 15, 2018

Revised May 1, 2023

EXHIBIT 7

MBE/WBE UTILIZATION PLAN

METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO

MBE/WBE UTILIZATION PLAN

For Local and Small business entities - Definitions for terms used below can be found in Appendix D: MBE - Section 5(u); WBE - Section 5(ff); SBE - Section 5(z).

NOTE: The Bidder shall submit with the Bid, originals or facsimile copies of all MBE/WBE Subcontractor's Letter of Intent furnished to all MBEs and WBEs. IF A BIDDER FAILS TO INCLUDE signed copies of the MBE/WBE Utilization Plan and all signed MBE/WBE Subcontractor's Letter of Intent with its bid, said bid will be deemed nonresponsive and rejected.

All Bidders must sign the signature page UP-4 of the Utilization Plan, even if a waiver is requested.

Name of Bidder: _____

Contract No.: _____

Affirmative Action Contact & Phone No.: _____

E-Mail Address: _____

Total Bid: _____

MBE/WBE UTILIZATION PLAN AND ALL SIGNED MBE/WBE SUBCONTRACTOR'S LETTER OF INTENT MUST BE COMPLETED, SIGNED AND ACCOMPANY YOUR BID!!!

MBE UTILIZATION

Name of MBE and contact person: _____

Business Phone Number: _____ Email Address: _____

Address: _____

Description of Work, Services or Supplies to be provided: _____

_____

CONTRACT ITEM NO.:_____

Total Dollar Amount Participation: _____

The MBE/WBE Utilization Plan and the MBE/WBE Subcontractor's Letter of Intent MUST Accompany the Bid! ! !

MBE UTILIZATION

Name of MBE and contact person: _____

Business Phone Number: _____ Email Address: _____

Address: _____

_____

Description of Work, Services or Supplies to be provided: _____

_____

CONTRACT ITEM NO.:_____

Total Dollar Amount Participation: _____

The MBE/WBE Utilization Plan and the MBE/WBE Subcontractor's Letter of Intent MUST Accompany the Bid! ! !

MBE UTILIZATION

Name of MBE and contact person: _____

Business Phone Number: _____ Email Address: _____

Address: _____

Description of Work, Services or Supplies to be provided: _____

_____

CONTRACT ITEM NO.:_____

Total Dollar Amount Participation: _____

The MBE/WBE Utilization Plan and the MBE/WBE Subcontractor's Letter of Intent MUST Accompany the Bid! ! !

(Attach additional sheets as needed)

WBE UTILIZATION

Name of WBE and contact person: _____

Business Phone Number: _____ Email Address: _____

Address: _____

Description of Work, Services or Supplies to be provided: _____

_____

CONTRACT ITEM NO.:_____

Total Dollar Amount Participation: _____

The MBE/WBE Utilization Plan and the MBE/WBE Subcontractor's Letter of Intent MUST Accompany the Bid! ! !

WBE UTILIZATION

Name of WBE and contact person: _____

Business Phone Number: _____ Email Address: _____

Address: _____

Description of Work, Services or Supplies to be provided: _____

_____

CONTRACT ITEM NO.:_____

Total Dollar Amount Participation: _____

The MBE/WBE Utilization Plan and the MBE/WBE Subcontractor's Letter of Intent MUST Accompany the Bid! ! !

WBE UTILIZATION

Name of WBE and contact person: _____

Business Phone Number: _____ Email Address: _____

Address: _____

Description of Work, Services or Supplies to be provided: _____

_____

CONTRACT ITEM NO.:_____

Total Dollar Amount Participation: _____

The MBE/WBE Utilization Plan and the MBE/WBE Subcontractor's Letter of Intent MUST Accompany the Bid! ! !

(Attach additional sheets as needed)

SIGNATURE SECTION

On Behalf of _____ I/We hereby acknowledge that
(name of company)

I/WE have read Revised Appendix D, will comply with the provisions of Revised Appendix D, and intend to use the MBEs and WBEs listed above in the performance of this contract and/or have completed the Waiver Request Form. To the best of my knowledge, information and belief, the facts and representations contained in this Exhibit are true, and no material facts have been omitted.

I do solemnly declare and affirm under penalties of perjury that the contents of the foregoing document are true and correct, and that I am authorized, on behalf of the bidder, to make this affidavit.

_____ _____
Date *Signature of Authorized officer*

ATTEST: _____
Print name and title

_____
Secretary

_____
Phone number

1) **<u>The Bidder is required to sign and execute this page, EVEN IF A WAIVER IS BEING REQUESTED.</u>**

2) **<u>Failure to do so will result in a nonresponsive bid and rejection of the bid.</u>**

3) <u>If a waiver is requested, the bidder must also complete the following **"WAIVER REQUEST FORM."**</u>

The MBE/ WBE Utilization Plan and the MBE/ WBE Subcontractor's Letter of Intent MUST Accompany the Bid! ! !

WAIVER REQUEST FORM

If a waiver is requested, the Bidder is required to sign and execute this page.

Contract No.: _____

Name of Bidder: _____

Contact Person and Phone Number: _____

With respect to the contract specified above, the Bidder hereby requests a total or partial waiver of the requirement that, pursuant to Section 15 (a)-(d) of the Affirmative Action Ordinance, Revised Appendix D, it files a MBE/ WBE Utilization Plan or achieve a particular goal for MBE/WBE participation in the contract. The reasons for the request are as follows:

_____

_____

_____

_____

On Behalf of _____ I/We hereby acknowledge that
(name of company)

I/WE have read Affirmative Action Ordinance, Revised Appendix D, will comply with the provisions of Affirmative Action Ordinance, Revised Appendix D, and intend to use the MBEs and WBEs listed in the MBE/WBE Utilization Plan in the performance of this contract and have completed the Waiver Request Form. To the best of my knowledge, information and belief, the facts and representations contained in this Waiver Request Form are true, and no material facts have been omitted.

I do solemnly declare and affirm under penalties of perjury that the contents of the foregoing document are true and correct, and that I am authorized, on behalf of the contractor, to make this affidavit.

_____
Date

_____
Signature of Authorized officer

ATTEST:

_____
Print name and title

_____
Secretary

_____
Phone number

NOTE TO BIDDERS

All Waiver requests are evaluated carefully by the District. **The evaluation is based on your firm's documented GOOD FAITH EFFORTS.**

The GOOD FAITH EFFORTS MUST be Undertaken PRIOR to your bid submittal to the District.

Good Faith Efforts are identified on pp. D21-D22, Section 15. Utilization Plan Submission (e), (i)(1)-(8).

The MBE/ WBE Utilization Plan and the MBE/ WBE Subcontractor's Letter of Intent MUST Accompany the Bid! ! !

MBE/ WBE SUBCONTRACTOR'S LETTER OF INTENT

To: (Name of Bidder) _____ and the MWRDGC

RE: Contract Name:(Insert Name)_____

Contract Number: (Insert Number)_____

From: (Name of MBE/WBE Firm) _____ MBE: Yes___ No__
WBE: Yes___ No__

The MBE/WBE status of the undersigned is confirmed by the attached letter of Certification. A certification letter must be attached hereto.

The undersigned is prepared to provide the following described services or supply the following described goods in connection with the above named project/contract:

_____

_____

If more space is needed to fully describe the MBE/WBE firms' proposed scope of work and/or payment schedule, attach additional sheets.

The above described performance is offered for the following total price:

$_____ _____
(Written in Figures) (Written in Words)

In the event of a discrepancy between the "Written in Words" price and the "Written in Figures" price, the "Written in Words" price shall govern."

The undersigned will enter into a formal written agreement for the above work with the Prime Contractor, conditioned upon the execution of a contract by the Prime contractor with the MWRDGC.

_____
(Signature of Owner, President or Authorized Agent of MBE/WBE)

_____
Name/Title (Print)

Date_____Phone_____

THIS SIGNED DOCUMENT MUST BE SUBMITTED WITH THE BID. FAILURE TO DO SO WILL RESULT IN A NONRESPONSIVE BID AND REJECTION OF THE BID.

All bidders shall submit with the Bid, copies of MBE/WBE Subcontractor's Letter of Intent in paper form with signatures, which were furnished to each MBE and WBE listed in its MBE/WBE Utilization Plan and must be submitted to the District with its bid as part of its bid packet with either a copy of each MBE and WBE current Letter of Certification from a state or local government or agency or documentation demonstrating that the MBE and WBE is a MBE or WBE within the meaning of this Revised Appendix D. Failure to submit the MBE/WBE Subcontractor's Letter of Intent signed by each MBE and WBE subcontractor will be viewed as nonresponsive and the bid will be rejected. All MBE/WBE Subcontractor's Letter of Intent must conform to the MBE/WBE Utilization Plan submitted with the bid. An original or facsimile copy of MBE/WBE Subcontractor's Letter of Intent will be acceptable.

The MBE/ WBE Utilization Plan and the MBE/ WBE Subcontractor's Letter of Intent MUST Accompany the Bid! ! !

EXHIBIT 8

VBE COMMITMENT FORM

VBE COMMITMENT FORM

1. **Name of VBE:** _____

   Identify MBE, WBE Status: _____ **Address:** _____

   City, State, Zip Code: _____

   Contact Person: _____ **Telephone Number:** _____

   eMail Address: _____

   ***Dollar Amount of Participation: $**_____ **Percent of Participation:** _____%

   Scope of Work: _____

---

2. **Name of VBE:** _____

   Identify MBE, WBE Status: _____ **Address:** _____

   City, State Zip Code: _____

   Contact Person: _____ **Telephone Number:** _____

   eMail Address: _____

   ***Dollar Amount of Participation: $**_____ **Percent of Participation:** _____%

   Scope of Work: _____

---

3. **Name of VBE:** _____

   Identify MBE, WBE Status: _____ **Address:** _____

   City, State Zip Code: _____

   Contact Person: _____ **Telephone Number:** _____

   eMail Address: _____

   ***Dollar Amount of Participation: $**_____ **Percent of Participation:** _____%

   Scope of Work: _____

---

4. **Name of VBE:** _____

   Identify MBE, WBE Status: _____ **Address:** _____

   City, State, Zip Code: _____

   Contact Person: _____ **Telephone Number:** _____

   eMail Address: _____

   ***Dollar Amount of Participation: $**_____ **Percent of Participation:** _____%

   Scope of Work: _____

***** If a MBE or WBE will be utilized to accomplish the VBE Contract Goal, then the VBE commitment amount must be entered as a separate dollar amount. VBE Contract Goals are separate and distinct from the MBE and WBE Contract Goals.

Attach a copy of qualifications for each VBE business.

EXHIBIT 9

AFFIRMATIVE ACTION STATUS REPORT

AFFIDAVIT - AFFIRMATIVE ACTION STATUS REPORT

Notice: **This report is required to be submitted at 25%, 50%, 75%, and 100% completion of construction.**

Contract Title: _____

Contract Number: _____

Prime Contractor's Name: _____

Prime's Contact Name: _____ Estimated Completion Date: _____

Prime's Contact Phone #: ( ) _____ Status Report No.: 25% - 50% - 75% - 100%
(CIRCLE ONE)

In connection with the above-captioned contract:

For each MBE, WBE, and SBE subcontractor, including third tier contracts awarded by your MBE/WBE/SBE company, describe the work or goods or services provided in relation to this contract (indicate line items, if applicable) performed during the report period.

MBE, WBE, and SBE Subcontractor	MBE / WBE / SBE	AMOUNT OF CONTRACT	AMOUNT PAID TO DATE
DESCRIPTION OF WORK/SERVICES AND/OR GOODS PROVIDED. BE SPECIFIC.			

MBE, WBE, and SBE Subcontractor	MBE / WBE / SBE	AMOUNT OF CONTRACT	AMOUNT PAID TO DATE
DESCRIPTION OF WORK/SERVICES AND/OR GOODS PROVIDED. BE SPECIFIC.			

MBE, WBE, and SBE Subcontractor	MBE / WBE / SBE	AMOUNT OF CONTRACT	AMOUNT PAID TO DATE
DESCRIPTION OF WORK/SERVICES AND/OR GOODS PROVIDED. BE SPECIFIC.			

MBE, WBE, and SBE Subcontractor	MBE / WBE / SBE	AMOUNT OF CONTRACT	AMOUNT PAID TO DATE
DESCRIPTION OF WORK/SERVICES AND/OR GOODS PROVIDED. BE SPECIFIC.			

MBE, WBE, and SBE Subcontractor	MBE / WBE / SBE	AMOUNT OF CONTRACT	AMOUNT PAID TO DATE
DESCRIPTION OF WORK/SERVICES AND/OR GOODS PROVIDED. BE SPECIFIC.			

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS DOCUMENT ARE TRUE AND CORRECT, AND THAT I AM AUTHORIZED TO MAKE THIS AFFIDAVIT. I CERTIFY THAT THE ABOVE NAMED FIRMS WERE AWARDED CONTRACT(S), PERFORMED THE WORK WITH THEIR OWN FORCES, AMOUNTS LISTED ARE ACCURATE AND PAYMENTS WERE MADE IN ACCORDANCE WITH CONTRACTUAL OBLIGATIONS. CANCELLED CHECKS AND/OR SUPPORTING INFORMATION WILL BE ON FILE FOR INSPECTION OR AUDIT.

Name of Affiant: _____

Title: _____

Signature: _____
(Signature of Affiant)

Date:_____

State of _____ County (City) of _____

This instrument was SUBSCRIBED and SWORN TO before me on _____ _

_____
Signature of Notary Public

EXHIBIT 10

OPERATION AND MAINTENANCE PLAN

VILLAGE OF HOFFMAN ESTATES
OPERATION & MAINTENANCE PLAN
FOR
VILLAGE HALL GREEN PARKING LOT

Inspection Schedule

By December 31st of each year following final completion of the Project, the Village of Hoffman Estates must prepare and submit to MWRDGC a report using the inspection form attached to this Operation & Maintenance (O&M) Plan detailing its annual inspection, signed by the head of the department responsible for maintenance duties. The report must also include clear photographs that show the condition of the entire Project area. For the first three years, MWRDGC and the Village of Hoffman Estates will conduct joint annual inspections. Beginning in the fourth year and continuing through the required maintenance cycle indicated in the IGA, the Village of Hoffman Estates will conduct solo inspections to ensure the work as described in this O&M Plan is being properly conducted.

Bioswale, Rain Garden, and Bioretention O&M Plan

The minimum O&M requirements outlined in this document shall be incorporated into the Village of Hoffman Estates' inspection and maintenance regimen and shall contain specific information for each Best Management Practice (BMP). Upon completion of project construction, the following O&M procedures shall take effect and be conducted per the terms of the IGA from the date that construction was completed.

1. Drainage structures and flow restrictors must be inspected and cleaned annually.
    a. Bioretention basins, stormwater structures, and cleanouts are designed so that the structure is accessible for inspection and maintenance.
    b. Inspect drainage and stormwater structures for sedimentation and debris.
    c. Repair structures or equipment that show signs of excessive wear or damage.
2. The BMPs shall be inspected after rainfall events exceeding 1.5 inches.
    a. If ponding is observed, inspect cleanouts to determine if the underdrain or downstream storm line are clogged. If no water is standing in the cleanouts, the bioretention surface may be clogged and in need of more extensive maintenance.
3. The Owner shall keep records of all inspections and significant maintenance activities.
4. Vegetation shall be maintained on a regular basis.
    a. Perform weeding regularly during the first three years after project construction to ensure proper plant establishment and as necessary after establishment has been achieved. Note that chemical applications for weed control are not acceptable due to groundwater infiltration.
    b. Water plants 2 to 3 times per week during first growing season and during dry periods after first growing season.
    c. Mow and trim vegetation.
    d. Re-seed and/or replant bare areas in accordance with project plans and specifications; install appropriate erosion control measures when native soil is exposed or erosion channels are forming.
    e. Re-mulch void areas.
    f. Remove, as needed, matted organic debris and other miscellaneous litter that prevents movement of water into the soil.
    g. Remove litter and debris.

5. Pest control measures may be implemented as necessary to address curb insect and rodent degradation of the BMP. Broadcast spraying of non-selective pesticides shall be avoided and used only as a last resort.
6. Signage and fencing shall be installed and maintained where necessary to protect property and the public.

Permeable Pavement Systems O&M Plan

The minimum Operation & Maintenance (O&M) requirements outlined in this document shall be incorporated into the Village of Hoffman Estates' inspection and maintenance regimen and shall contain specific information for each Best Management Practice (BMP). Upon completion of project construction, the following O&M procedures shall take effect and be conducted per the terms of the IGA from the date that construction was completed.

1. Permeable pavement systems shall be inspected annually and after a rainfall exceeding 1.5 inches. Any corrective actions determined in the inspection should be performed in a timely manner. Inspections shall follow the attached Inspection Form.
    a. Joint filler in a permeable pavement system must be kept flush with the top of brick.
    b. Remove any vegetation growth.
    c. Inspect observation wells verify that the aggregate storage reservoir is drawing down effectively.
    d. Inspect all drainage structures for proper operation.
    e. Repair any settlement, deformations or cracking that are significant enough to adversely impact the function of the overall permeable pavement system.
2. The Owner shall keep records of all inspections and significant maintenance activities.
3. Landscaped areas adjacent to permeable pavement systems shall be maintained to prevent soil or other debris from clogging the permeable pavement system.
4. Surface cleaning of the permeable pavement shall occur at least three (3) times per year (Spring, Summer, and Fall) and following any rainfall exceeding 1.5 inches.
5. Winter de-icing solutions such as beet juice molasses, calcium chloride and sodium chloride are acceptable, except on permeable concrete. Unacceptable solutions include sand, magnesium chloride, calcium magnesium acetate, potassium chloride, and potassium acetate.
6. The following activities shall be prohibited from occurring on the permeable pavement surface:
    a. Temporary or permanent stockpiling of soil or other material that can potentially cause or contribute to clogging.
    b. Application of pavement seal-coating.
    c. Application of excessive load, so as to cause cracking and deformation.
    d. Application of sand for improving traction.
    e. Application of salt on permeable concrete.
    f. Applications of chemicals for weed control

Sign-off by Director of Public Works or equivalent:

I attest that I have reviewed this plan and can commit the necessary resources towards implementing it.

Joseph Nebel	Director of Public Works		1/8/25
Printed name	Title	Signature	Date

Inspection Log for Rain Garden/Bioretention Area

- Refer to the "Village of Hoffman Estates' Operation & Maintenance Plan for Village Hall Green Parking Lot" for detailed requirements.
- Inspection of the rain garden, bioswale, or bioretention area is required at least once per year and after significant rainfall events exceeding 1.5 inches.
- Fill out one form for each rain garden/bioswale/bioretention area inspected.

Inspector: **Date:** **Time:** **Time Since Last Rain Event, Rainfall Depth:**	**Project #:** **Project Name:**

Rain Garden/Bioretention Area:
General Site Conditions:

Inspection Items	Satisfactory (S) or Unsatisfactory (U)	Comments/Corrective Action, Issue Location
Vegetation		
For mulched area: complete coverage of hardwood mulch		
For seeded or non-mulched area: 90% cover vegetated.		
No more than 25% cover of invasive or weedy species		
All disturbed areas stabilized against erosion		
Surface Infiltration		
No accumulation of sediment or debris or signs of sedimentation at inflow areas		
No water ponding 24 hours following rain event		
Check for signs of snow piling over winter		
Drainage Structure and Cleanouts Inspection (if equipped)		
No evidence of blockage		
Good condition without need for repair: no sedimentation, blockage, or erosion		
Observation wells show water has drained within 72 hours following rain event		
Signage		
Educational signage is present and in good condition		

Additional Comments, Recommendations:

Inspection Log for Permeable Pavements

- Refer to the "Village of Hoffman Estates' Operation & Maintenance Plan for Village Hall Green Parking Lot" for detailed requirements.
- Inspection of the permeable pavement system is required at least once per year and after significant rainfall events exceeding 1.5 inches

Inspector: **Date:** **Time:** **Time Passed Since Last Rain Event:**	**Project #:** **Project Name:**

Permeable/Porous Pavement Area:
General Site Conditions:

Inspection Items	**Satisfactory (S) or Unsatisfactory (U)**	**Comments/Corrective Action, Issue Location**
Surface Infiltration		
No sedimentation or signs of sedimentation on permeable pavement and between pavers in joint aggregate material		
No water ponding or evidence of ponding on permeable pavement		
Verify surface infiltration via garden hose test at areas where sedimentation and/or ponding are suspected		
Pavement Condition		
No evidence of deterioration		
No cuts from utilities visible		
No evidence of improper load applied (deformation, settlement or cracking)		
No stockpiling of materials and no seal coating		
No vegetation growth between paver joints (if applicable)		
Joint material filled to "lip" of pavers (if applicable)		
Depth between top of joint material and top edge of paver = _____		
Controlling Run-On		
Adjacent vegetated areas show no signs of erosion and run-on to permeable pavement		
Salt/Deicing (Early Spring only)		
No evidence for the use of traction sand		
Piles of accumulated salt removed in spring		
Drainage Structure Inspection (Early Spring/Late Fall/After >1.5 inches of rainfall)		
No evidence of blockage		
Good condition, no need for cleaning/repair		
Observation wells show water has drained within 72 hours		
Signage		
Signage for no stockpiling/seal coating, etc. is present		
Educational signage is present and in good condition		

Additional Comments, Recommendations:

EXHIBIT 11

AFFIDAVIT OF OWNERSHIP

STATE OF ILLINOIS

COUNTY OF COOK

AFFIDAVIT OF OWNERSHIP

Eric Palm, being first duly sworn on oath, deposes and says:
(Print Name of Affiant)

1. I am the Village Manager of the Village of Hoffman Estates (Village), and duly authorized to
(Print Title)

execute and deliver this affidavit to the Metropolitan Water Reclamation District of Greater Chicago ("MWRDGC") for the purpose of establishing the dedication of, or ownership over, the Project site for which the parties have entered into an Intergovernmental Agreement ("IGA"), described and referred to as:

INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE VILLAGE OF HOFFMAN ESTATES AND THE METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO FOR THE DESIGN, CONSTRUCTION, OPERATION, AND MAINTENANCE OF THE VILLAGE HALL GREEN PARKING LOT IN HOFFMAN ESTATES, ILLINOIS

(IGA Title)

2. I caused a search of reasonably accessible real property records to be conducted, and that no evidence of dedication, perpetual easement, or ownership of the Project site was found, thus necessitating execution of this affidavit.

3. The Village represents that the site on which the Project will be constructed ("Project site") lies entirely within a dedicated public right-of-way, perpetual easement, or property owned solely by the Village and is located at:

Hoffman Estates Village Hall located at 1900 Hassell Road

(Print Street Address)*

4. The Village represents that the most current Cook County Tax map (also known as "Sidwell map") depicting the area(s) encompassing the entire Project site can be found at www.cookcountyclerk.com and confirms paragraph 3 above.

5. The Village represents that it will maintain an exclusive and uninterrupted property interest the Project site as a dedicated public right-of-way, perpetual easement, or solely owned property for the duration of the IGA term.

6. The Village will immediately advise the District in writing of changes or modifications to the information disclosed in this Affidavit.

7. This Affidavit is made for the purpose of complying with Article 5, paragraph 1 of the IGA.

(Affiant)

ATTEST:

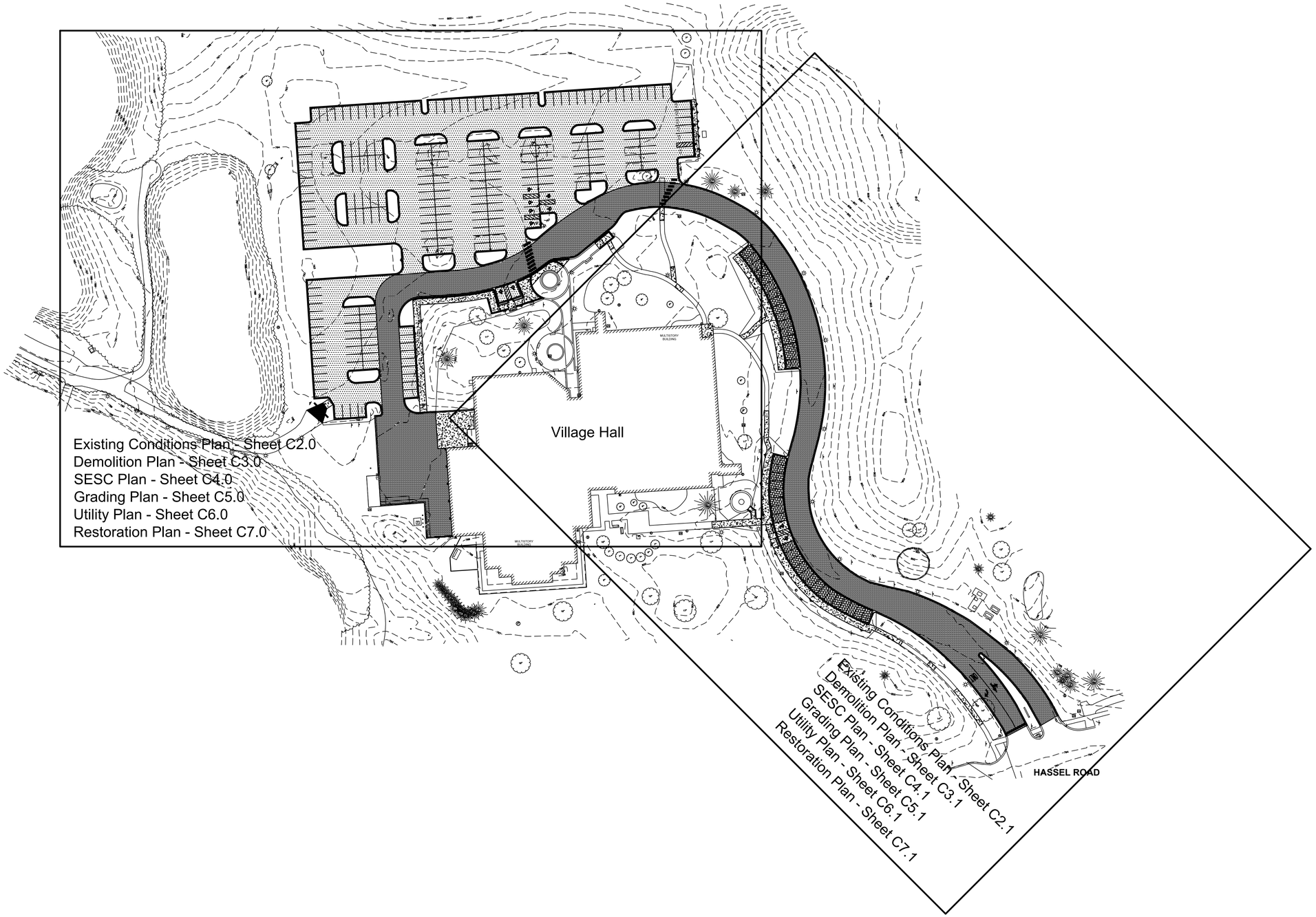
Clerk

1/7/25
Date

*Use additional sheet, if necessary

Village Hall Parking Lot Project
90% Plans

Plans Provided For Reference Only



0 60 120

Scale: 1" = 60'

N

LEGEND

No.	Revision/Issue	Date
	WMO Permit Submittal	10/22/24

Hey and Associates, Inc.
Engineering, Ecology and Landscape Architecture
8755 W. Higgins Road, Suite 835
Chicago, Illinois 60631
Office (773) 693-9200
Fax (847) 740-2888
Chicago@Heyassoc.com

Professional Design Firm
License No. 184-002429

Village Hall Parking Lot Improvements

Hoffman Estates, IL

Overall Plan

PROJECT NO:	23-0348	SHEET NO:
DESIGNED BY	TCT	C1.4
DRAWN BY	TCT	
CHECKED BY	PML	
APPROVED BY	PML	PAGE NO:
ISSUE DATE	12/18/2024	5 OF 39

99% Design

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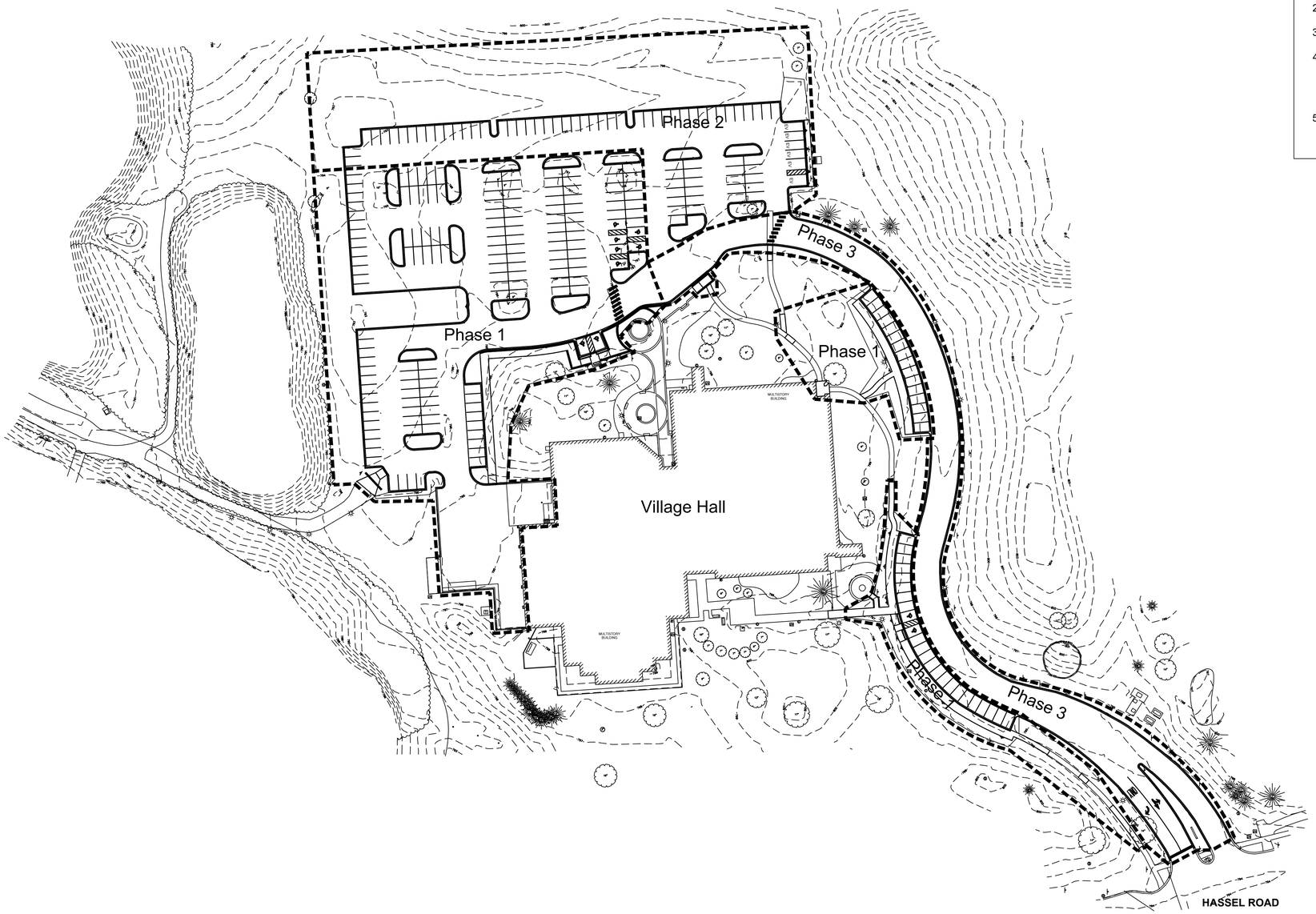
File: P:\23000\23-0348 Hoffman Estates - Village Hall Parking Lot\05 CAD\23-0348 Village Hall Parking Lot 98% Design.dwg Plot Date: December 17, 2024 Plotted by: Todd Thorbohn



NOTES:

1. Always maintain clear access for emergency vehicles.
2. Always maintain a minimum clearance of 4 feet around all fire hydrants.
3. No overnight parking of construction equipment in or around fire lanes, fire hydrants, or fire department connections.
4. Contact Fire Department Shift Commander (847)490-6897 and Northwest Central Dispatch (847) 398-1130 when work is being completed around fire hydrants/fire department connections, or any time emergency access may be compromised.
5. Any changes or alterations to existing fire lan signage/striping must be approved.

0 60 120

Scale: 1" = 60'

N

LEGEND

No.	Revision/Issue	Date
	WMO Permit Submittal	10/22/24

Hey and Associates, Inc.
Engineering, Ecology and Landscape Architecture
8755 W. Higgins Road, Suite 835
Chicago, Illinois 60631
Office (773) 693-9200
Fax (847) 740-2888
Chicago@Heyassoc.com

Professional Design Firm
License No. 184-002429

Village Hall Parking Lot Improvements

Hoffman Estates, IL

Staging Plan

PROJECT NO:	23-0348	SHEET NO:
DESIGNED BY	TCT	C1.5
DRAWN BY	TCT	
CHECKED BY	PML	
APPROVED BY	PML	PAGE NO:
ISSUE DATE	12/18/2024	6 OF 39

99% Design

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File: P:\23000\23-0348 Hoffman Estates - Village Hall Parking Lot\05 CAD\23-0348 Village Hall Parking Lot 98% Design.dwg Plot Date: December 17, 2024 Plotted by: Todd Thorholm

AGENDA ITEM REPORT

Village Board of Trustees
February 3, 2025
ITEM 5E

REQUEST: Approval of Construction Engineering Agreement with Gonzalez Companies, LLC for the Village Hall Parking Improvement Project in an amount not to exceed $170,544.

FROM: Alan Wenderski, Director of Engineering
Sonia Zala, Senior Transportation Engineer

ITEM TYPE: Agreement - Village Board

REQUEST SUMMARY

The Village Hall parking lot project is scheduled to be bid out in early spring, with construction planned to take place between May and October. The comprehensive scope of the project includes pavement reconstruction, reducing the existing pavement area, constructing bio-swales and rain gardens along the parking lot perimeter, installing limited areas of permeable pavement, replacing portions of the lighting system, and making landscape enhancements.

Utilizing prequalified consultants, a Request for Proposals (RFP) for Phase III construction engineering services was issued on December 5, 2024, with responses due by December 20, 2024. Three firms submitted proposals by the deadline. The evaluation team, consisting of three members from the Engineering Division, reviewed and scored each proposal according to the criteria outlined in the RFP. After individual evaluations, the team convened to discuss the proposals and selected Gonzalez Companies, LLC as the top respondent. Gonzalez stood out due to their relevant experience in construction oversight and their background with similar parking lot projects.

As the selected firm, Gonzalez will provide services including onsite construction inspection, documentation of quantities and activities, necessary field surveys, and coordination with Village staff. Following their selection, Gonzalez was asked to submit a detailed scope of work outlining their tasks, hours, costs, and any subconsultants they plan to engage. After negotiating the terms, staff and Gonzalez reached an agreed-upon final cost, which is reflected in the attached agreement documents.

FINANCIAL IMPACT

The 2025 budget allocates $2,450,000 for the construction phase of this project. Phase III engineering costs are generally estimated to be around 10% of the total construction cost. The proposed agreement with Gonzalez Companies, with a not to exceed cost of $170,544, represents roughly 7% of the construction estimate.

Of the $2,450,000 budgeted for construction phase of this project, $1,990,000 is budgeted from local funding while approximately $460,000 will be reimbursed by the Metropolitan Water Reclamation District of Greater Chicago (MWRDGD). Actual construction costs will be identified after project bidding in spring 2025.

RECOMMENDATION

Approve a Construction Engineering Agreement with Gonzalez Companies, LLC for the Village Hall Parking Improvement Project in an amount not to exceed $170,544.

ATTACHMENTS

1. Gonzalez - Signed Final VOHE Professional Services Agreement

VILLAGE OF HOFFMAN ESTATES
Professional Services Agreement

This Professional Services Agreement (the "Agreement") is made and entered into this _____day of _____, 2025, by and between the VILLAGE OF HOFFMAN ESTATES, ILLINOIS, a municipal corporation located at 1900 Hassell Road, Hoffman Estates, IL ("Village") and Gonzalez Companies, LLC, with a principal place of business at 1401 Branding Ave, Suite 365, Downers Grove, IL 60515 ("Contractor") and sets forth the terms and conditions under which Contractor agrees to perform engineering services as set forth below.

This Agreement is made pursuant to Hoffman Estates RFP dated December 5, 2024, and Contractor's Proposals dated January 16, 2025 attached hereto as Exhibit A and incorporated herein by reference.

1. SERVICES

Contractor shall perform engineering services detailed in scope of services, attached hereto as Exhibit A and incorporated herein by reference, at various locations within the Village of Hoffman Estates, Illinois.

Other than what is provided in Paragraph 3 below, Village shall not be responsible for the cost of materials and equipment necessary for the performance of the Services.

No claim for services furnished by Contractor, not specifically provided for in this Agreement, shall be allowed by the Village nor shall Contractor perform any services or furnish any material not covered by this Agreement without prior written approval by Village. Such approval shall be considered a modification of this Agreement.

2. TERM AND TERMINATION

This Agreement shall be effective and binding upon execution. The parties agree that the time for completion of the services outlined in Exhibit A is November 30, 2025. Failure to complete the services outlined in Exhibit A by the completion date shall be considered a breach of this Agreement unless an extension is agreed to in writing by both parties.

3. FEES AND PAYMENT TERMS

The total cost for services shall not exceed $170,544.00.

Costs include all mobilization, equipment and labor charges incurred throughout the duration of the services. Traffic control, heavy clearing, root cutting, waste hauling and disposal, structure location, municipal water usage license, fees, permits, and or deposits are not considered part of the fee.

Any fee for additional services must be agreed to in writing by the Village.

Contractor shall not incur any expenses or costs on behalf of the Village or in performing the Services, other than what is provided for above, unless Village specifically authorizes in advance such expenses or costs in writing. Such additional expenses may include, but are not limited to, travel and lodging expenses.

4. RELATIONSHIP OF THE PARTIES

In performing Services hereunder, Contractor shall at all times act as an independent contractor and not as an agent or employee of Village. The Services shall be completed to the satisfaction of Village; however the actual details of the Services shall be under Contractor's control. Contractor agrees to comply with all applicable state and federal statutes and the Municipal Code of the Village. Contractor further agrees to indemnify and hold Village harmless for any and all claims made arising out of Contractor's breach of the obligations contained in this paragraph.

Contractor is in no way authorized to make any agreement, warranty or representation on behalf of Village or to incur any expenses or implied obligation on behalf of Village without first obtaining Village's prior written consent.

5. INSURANCE

At Contractor's sole expense, Contractor shall be required to maintain at all times insurance of such types and such amounts, as are necessary to cover responsibilities and liabilities on a project of the character contemplated under this proposal. The Contractor shall meet all insurance requirements as stated in Article 107.27 of the "Standard Specifications for Road and Bridge Construction" adopted January 1, 2022. All insurance policies obtained for the project shall include the Village of Hoffman Estates and its duly authorized representatives as an additional insured.

Village shall be named as an additional insured and the address for certificate holder must read exactly as:

Village of Hoffman Estates
1900 Hassell Rd.
Hoffman Estates, IL

6. THIRD PARTY MATERIALS

Contractor will not prepare any deliverables or other material for Village that contains any limitations by third parties on its use without first securing either (i) Village's prior written approval of such limitations, or (ii) the third party's prior written waiver of such limitations. Contractor will not use any materials produced or provided by any third party ("Third Party Materials") having said limitations without having secured the appropriate licenses or prior written approval of each said third party. In addition, Contractor will not, without Village's prior written approval, use any Third Party Materials pursuant to licenses or agreements that limit or

prohibit the assignment of Contractor's rights in and to such Third Party Materials to Village or Village's designee. Contractor shall maintain a copy of all such licenses and agreements and provide copies to Village upon Village's request.

7. OWNERSHIP OF WORK PRODUCT

Contractor agrees that all work product produced by Contractor hereunder, including, without limitation, all reports and other documents ("Work Product") shall be deemed to be works made for hire under U.S. copyright laws and that all right, title, and interest in and to the Work Product shall be the sole property of Village and Village shall have the exclusive right to the copyrights on the Work Product. To the extent that the Work Product is not deemed to satisfy the requirements for a work made for hire under U.S. copyright laws, Contractor hereby assigns to Village all copyrights the Work Product and agrees to execute any additional documents requested by Village to further such assignment at no additional cost to Village. Contractor warrants that the Work Product shall not infringe the patent, copyright or other intellectual property or proprietary right of any third party and agrees to defend, indemnify and hold Village harmless against any such third party claim.

8. ASSIGNMENT AND SUBCONTRACTING

This Agreement shall not be assigned by Contractor without prior written approval of the Village, subject to such conditions and provisions as the Village may deem necessary in its sole and absolute discretion. No such approval by the Village of any assignment shall be deemed in any event or in any manner to provide for the incurrence of any obligation of the Village in addition to the total agreed upon price. Approval by the Village of an assignment shall not be deemed a waiver of any right accrued or accruing against Contractor. No assignee of Contractor shall assign this Agreement without prior written approval of the Village. This Agreement shall be binding upon the parties and their respective heirs, successors, and assigns. Furthermore, Contractor shall not enter into any subcontract with any agency or individual with respect to the performance of Services under this Agreement without the written consent of the Village. Such consent Village may grant, condition or withhold in Village's sole discretion.

9. NOTICE

All notices and other communications required to be given under the Agreement shall be in writing and shall be deemed to have been given (i) when personally delivered; (ii) three (3) business days after sending certified mail, or (iii) sending via email to the addresses below.

If to Village: Village of Hoffman Estates
Eric Palm, Village Manager
1900 Hassell Rd.
Hoffman Estates, IL 60169

If to Contractor: Adam O'Holleran
Gonzalez Companies, LLC
1401 Branding Ave, Suite 365
Downers Grove, Illinois 60515
Email: aoholleran@gocos.net
Phone: 312-735-7058

10. GOVERNING LAW AND VENUE

The parties agree this Agreement has been executed and delivered in Illinois and that their relationship and any and all disputes, controversies or claims arising under this Agreement shall be governed by the laws of the State of Illinois, without regard to conflicts of laws principles. The parties further agree that the exclusive venue for all such disputes shall be the Circuit Court in Cook Village, Illinois, and the parties hereby consent to the personal jurisdiction thereof.

11. COMPLIANCE WITH LAWS

Each party hereto covenants and agrees to comply with all applicable federal, state, and local laws, codes, ordinances, rules and regulations.

12. SEVERABILITY

The invalidity or unenforceability of any particular word, phrase, sentence, paragraph or provision of this Agreement shall not affect the other words, phrases, sentences, paragraphs or provisions hereof. This Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted and the remainder construed so as to give them meaningful and valid effect. It is the intention of the parties that if any particular provision of this Agreement is capable of two constructions, one of which would render the provision void and the other of which would render the provision valid, the provision shall have the meaning which renders it valid.

13. WAIVER

Either Party's failure to insist upon strict compliance with any provision hereof or its failure to enforce any rights or remedy in any instance shall not constitute or be deemed to be a waiver of any provision, right or remedy.

14. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement and understanding of the parties with regard to the subject matter contained herein and supersedes all prior agreements and understandings between the parties dealing with such subject matter, whether written or oral. No agreement hereafter made between the parties shall be binding on either party unless reduced in writing and signed by the party sought to be bound thereby.

IN WITNESS WHEREOF, the Parties have executed this contract as of the date first written above.

The Village of Hoffman Estates

By:_____
Printed Name:_____
Title:_____
Date: _____

Gonzalez Companies, LLC

By: _____
Printed Name: Barry Grant
Title: President
Date: January 21, 2025

EXHIBIT A

gonzalez

January 16, 2025

Village of Hoffman Estates
Alan Wenderski, Village Engineer
1900 Hassel Rd.
Hoffman Estates, IL 60169

ATTN: Ms. Sonia Zala, PE
RE: Village of Hoffman Estates Village Hall Parking Lot Improvements

Subject: Village Hall Parking Lot Reconstruction – Gonzalez Scope & Fees

Dear Ms. Zala:

Gonzalez thanks the Village of Hoffman Estates for the selection for Phase 3 services related to the reconstruction of the Hoffman Estates Village Hall Parking Lot.

We are submitting to your office this letter conveying our anticipated scope of services and associated fees based upon the Village's Request for Proposals, proposed contract schedule, and corresponding semi—final plans provided with the RFP document.

Gonzalez will provide construction management and inspection services commensurate with the work to be performed in this construction contract and project funding source. It's our intention to provide full-time onsite construction inspection services, including documentation of contractor activities and related pay item quantities, coordination with Hoffman Estates and contractor staff related to staging requirements, access to Village facilities, and contractor needs during construction. In addition, Gonzalez will provide a part-time Project Manager to oversee the project, contractor, and to be a resource to our field staff, as needed. We anticipate that the contractor will perform work primarily during normal business hours, and that there will be minimal need for overtime and/or weekend operations.

Our manhour estimate is based upon a duration starting in late April in advance of the scheduled start of construction to begin contract file and calculation preparations, preconstruction photos and onsite documentation of existing conditions, and measurement of removals quantities.

Fehr Graham Associates will provide field survey quality assurance, including preconstruction control verification and as-built survey, as well as field assistance with bioswale construction and installation of native plantings as needed. As discussed with the Village, Gonzalez Companies is happy to collaborate on with the Village's materials testing firm to ensure compliance with contract requirements.

We anticipate an estimated duration for project closeout to extend into mid-November upon completion of agreement to quantities and confirmation that submittals, materials certifications, and warranty documents have been received, approved, and placed in the project files.

If you have any questions please feel free to contact me at (312) 735-7058 or aoholleran@gocos.net.

Adam O'Holleran
Construction Services Manager

Illinois Department of Transportation

EXHIBIT D

COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

FIXED RAISE

Local Public Agency	County	Section Number
Village of Hoffman Estates	Cook	
Prime Consultant (Firm) Name	**Prepared By**	**Date**
Gonzalez Companies, LLC.	A. O'Holleran	1/16/2025
Consultant / Subconsultant Name	**Job Number**	
Gonzalez Companies, LLC.		

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

Remarks

Phase III Construction Inspection Services for Village Hall Parking Lot Reconstruction.

PAYROLL ESCALATION TABLE

CONTRACT TERM	8	MONTHS
START DATE	4/1/2025	
RAISE DATE	1/4/2026	
END DATE	11/30/2025	

OVERHEAD RATE	132.34%
COMPLEXITY FACTOR	0
% OF RAISE	2.00%

ESCALATION PER YEAR

Year	First Date	Last Date	Months	% of Contract
0	4/1/2025	11/30/2025	8	100.00%

The total escalation = 0.00%

BLR 05514 (Rev. 02/09/23)
ESCALATION

Local Public Agency	County	Section Number
Village of Hoffman Estates	Cook	

Consultant / Subconsultant Name	Job Number
Gonzalez Companies, LLC.	

PAYROLL RATES

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

MAXIMUM PAYROLL RATE	86.00
ESCALATION FACTOR	0.00%

CLASSIFICATION	IDOT PAYROLL RATES ON FILE	CALCULATED RATE
Principal	$86.00	$86.00
Project Manager X	$82.30	$82.30
Project Manager VIII	$77.96	$77.96
Project Engineer VI	$45.64	$45.64

Local Public Agency	County	Section Number
Village of Hoffman Estates	Cook	

Consultant / Subconsultant Name	Job Number
Gonzalez Companies, LLC.	

SUBCONSULTANTS

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

NAME	Direct Labor Total	Contribution to Prime Consultant
Fehr Graham & Associates, LLC.	2,702.00	270.20
Total	**2,702.00**	**270.20**

NOTE: Only subconsultants who fill out a cost estimate that splits out direct labor may be listed on this sheet.

Local Public Agency
Village of Hoffman Estates

County
Cook

Section Number

Consultant / Subconsultant Name
Gonzalez Companies, LLC.

Job Number

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
Lodging (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual Cost (Up to state rate maximum)			$0.00
Lodging Taxes and Fees (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual Cost			$0.00
Air Fare	Coach rate, actual cost, requires minimum two weeks' notice, with prior IDOT approval			$0.00
Vehicle Mileage (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to state rate maximum			$0.00
Vehicle Owned or Leased	$32.50/half day (4 hours or less) or $65/full day	134	$65.00	$8,710.00
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
Utliity 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
				$0.00
			TOTAL DIRECT COSTS:	**$8,710.00**

Local Public Agency
Village of Hoffman Estates

County
Cook

Section Number

Consultant / Subconsultant Name
Gonzalez Companies, LLC.

Job Number

COST ESTIMATE WORKSHEET

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

OVERHEAD RATE 132.34%   **COMPLEXITY FACTOR** 0

TASK	DIRECT COSTS (not included in row totals)	STAFF HOURS	PAYROLL	OVERHEAD & FRINGE BENEFITS	FIXED FEE	SERVICES BY OTHERS	TOTAL	% OF GRAND TOTAL
Preconstruction	130	45	2,215	2,932	731	2,500	8,378	4.91%
Construction	8,255	1064	50,112	66,319	16,537	5,000	137,968	80.90%
Post-Construction/Closeout	325	120	5,735	7,590	1,893	0	15,218	8.92%
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Subconsultant DL							$270.20	0.16%
Direct Costs Total ===>	$8,710.00						**$8,710.00**	5.11%
TOTALS		1229	58,062	76,841	19,161	7,500	170,544	100.00%

134,903

Local Public Agency
Village of Hoffman Estates

County
Cook

Section Number

Consultant / Subconsultant Name
Gonzalez Companies, LLC.

Job Number

AVERAGE HOURLY PROJECT RATES

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

SHEET 1 OF 1

PAYROLL CLASSIFICATION	AVG HOURLY RATES	TOTAL PROJ. RATES			Preconstruction			Construction			Post-Construction/Closeout								
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Principal	86.00	0.0																	
Project Manager X	82.30	0.0																	
Project Manager VIII	77.96	61.0	4.96%	3.87	5	11.11%	8.66	48	4.51%	3.52	8	6.67%	5.20						
Project Engineer VI	45.64	1,168.0	95.04%	43.37	40	88.89%	40.57	1016	95.49%	43.58	112	93.33%	42.60						
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TOTALS		1229.0	100%	$47.24	45.0	100.00%	$49.23	1064.0	100%	$47.10	120.0	100%	$47.79	0.0	0%	$0.00	0.0	0%	$0.00

Village of Hoffman Estates
Village Hall Parking Lot
Construction Engineering Services

	Precon	Construction						Closeout	Hours per Phase			
	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Pre-Const.	Construction	Post-Const.	Total Hours
Classification												
Project Manager	5	8	8	8	8	8	8	8	5	48	8	61
Construction Inspector	40	168	160	176	168	168	176	112	40	1016	112	1,168

Direct Costs									Direct Costs			
									Pre-Const.	Construction	Post-Const.	Total Expenses
Field Vehicle, $65 rate per day	2.0	21.0	20.0	22.0	21.0	21.0	22.0	5.0	$130.00	$8,255.00	$325.00	$8,710.00
*Direct Cost/premium time (estimated cost)										$0.00	$0.00	$0.00
									$130.00	$8,255.00	$325.00	$8,710.00

Subconsultants									Subconsultants			
									Pre-Const.	Construction	Post-Const.	Total Subs
Fehr Graham Survey/Environmental	$2,500					$1,250	$3,750		$2,500.00	$5,000.00	$0.00	$7,500.00

Working Days	5	21	20	22	21	21	22	14
Hrs per Day	8.00	8.00	8.00	8.00	8.00	8.00	8.00	8.00
	40.00	168.00	160.00	176.00	168.00	168.00	176.00	112.00

Target Project Schedule

Task	Project Deadline
Award of Engineering Services Agreement	Febraury 2025
Expected Start of Construction	May 2025
Completion of Construction	October 2025

Assumtions
Full time effort
No OT
No/minimal weekends, anticipated normal working hours for construction
Construction Starts in May, Completion anticipated in October
Closeout completed in November

1

Illinois Department of Transportation

EXHIBIT D

COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

FIXED RAISE

Local Public Agency	**County**	
Village of Hoffman Estates	Cook	

Prime Consultant (Firm) Name	**Prepared By**	**Date**
Gonzalez Companies, LLC.	A. O'Holleran	1/15/2025

Consultant / Subconsultant Name	**Job Number**
Fehr Graham & Associates, LLC	

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

Remarks

Phase III Construction Inspection Services for Village Hall Parking Lot Reconstruction.

PAYROLL ESCALATION TABLE

CONTRACT TERM	**8**	**MONTHS**	**OVERHEAD RATE**	**130.46%**
START DATE	**4/1/2025**		**COMPLEXITY FACTOR**	**0**
RAISE DATE	**1/4/2026**		**% OF RAISE**	**2.00%**
END DATE	11/30/2025			

ESCALATION PER YEAR

Year	First Date	Last Date	Months	% of Contract
0	4/1/2025	11/30/2025	8	100.00%

The total escalation = 0.00%

BLR 05514 (Rev. 02/09/23)

ESCALATION

Local Public Agency	County	Section Number
Village of Hoffman Estates	Cook	

Consultant / Subconsultant Name	Job Number
Fehr Graham & Associates, LLC	

PAYROLL RATES

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

MAXIMUM PAYROLL RATE	**86.00**
ESCALATION FACTOR	**0.00%**

CLASSIFICATION	IDOT PAYROLL RATES ON FILE	CALCULATED RATE
Principal	$85.32	$85.32
Lead Transportation Engineer	$73.08	$73.08
Survey Manager	$56.38	$56.38
Land Surveyor	$45.56	$45.56
Project Administrator	$31.41	$31.41
Associate Engineering Technician	$29.87	$29.87

Local Public Agency	County	Section Number
Village of Hoffman Estates	Cook	

Consultant / Subconsultant Name	Job Number
Fehr Graham & Associates, LLC	

SUBCONSULTANTS

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

NAME	Direct Labor Total	Contribution to Prime Consultant
Total	**0.00**	**0.00**

NOTE: Only subconsultants who fill out a cost estimate that splits out direct labor may be listed on this sheet.

Local Public Agency	County	Section Number
Village of Hoffman Estates	Cook	
Consultant / Subconsultant Name		**Job Number**
Fehr Graham & Associates, LLC		

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
Lodging (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual Cost (Up to state rate maximum)			$0.00
Lodging Taxes and Fees (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual Cost			$0.00
Air Fare	Coach rate, actual cost, requires minimum two weeks' notice, with prior IDOT approval			$0.00
Vehicle Mileage (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to state rate maximum			$0.00
Vehicle Owned or Leased	$32.50/half day (4 hours or less) or $65/full day	5	$65.00	$325.00
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)	57	$1.00	$57.00
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
Utliity 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
				$0.00
			TOTAL DIRECT COSTS:	**$382.00**

Local Public Agency
Village of Hoffman Estates

County
Cook

Section Number

Consultant / Subconsultant Name
Fehr Graham & Associates, LLC

Job Number

COST ESTIMATE WORKSHEET

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

OVERHEAD RATE 130.46%

COMPLEXITY FACTOR 0

TASK	DIRECT COSTS (not included in row totals)	STAFF HOURS	PAYROLL	OVERHEAD & FRINGE BENEFITS	FIXED FEE	SERVICES BY OTHERS	TOTAL	% OF GRAND TOTAL
Admin/Management	325	12	544	709	179		1,432	19.09%
Survey Services	8,255	28	1,319	1,721	435		3,475	46.33%
Environmental Services	1,235	16	839	1,095	277		2,211	29.48%
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Subconsultant DL							$0.00	
Direct Costs Total ===>	$9,815.00	<== MUST MATCH ==>					**$382.00**	5.09%
TOTALS		56	2,702	3,525	891	-	7,500	100.00%

6,227

Local Public Agency
Village of Hoffman Estates

County
Cook

Section Number

Consultant / Subconsultant Name
Fehr Graham & Associates, LLC

Job Number

AVERAGE HOURLY PROJECT RATES

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

SHEET 1 OF 1

PAYROLL CLASSIFICATION	AVG HOURLY RATES	TOTAL PROJ. RATES			Admin/Management			Survey Services			Environmental Services								
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Principal	85.32	0.0																	
Lead Transportation Engine	73.08	8.0	14.29%	10.44	4	33.33%	24.36				4	25.00%	18.27						
Survey Manager	56.38	4.0	7.14%	4.03				4	14.29%	8.05									
Land Surveyor	45.56	36.0	64.29%	29.29				24	85.71%	39.05	12	75.00%	34.17						
Project Administrator	31.41	8.0	14.29%	4.49	8	66.67%	20.94												
Associate Engineering Tech	29.87	0.0																	
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TOTALS		56.0	100%	$48.24	12.0	100.00%	$45.30	28.0	100%	$47.11	16.0	100%	$52.44	0.0	0%	$0.00	0.0	0%	$0.00

gonzalez

STATEMENT OF QUALIFICATIONS

VILLAGE HALL PARKING LOT IMPROVEMENTS PROJECT PHASE III CONSTRUCTION INSPECTION

DUE DATE:
December 20, 2024 at 5:00 p.m.

gonzalez

Statement of Qualifications for

Village Hall Parking Lot Improvements

Phase III Construction Inspection

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December 20, 2024

Alan Wenderski, P.E., Director of Engineering
Village of Hoffman Estates
Public Works Center
1900 Hassell Road
Hoffman Estates, Illinois 60169

Re: RFQ for Village Hall Parking Lot Improvements Project
Phase III - Construction Inspection

Dear Mr. Wenderski:

Gonzalez Companies, LLC, is pleased to submit our qualifications to provide Phase III Construction Engineering Services for the Village Hall Parking Lot Improvements Project. With our extensive experience in managing parking lot projects for half a dozen Tollway Maintenance Facilities (including M5, located right here in Hoffman Estates), the Department of Military Affairs, Village of Long Grove, and several schools and universities, we believe our firm is uniquely positioned to support the Village of Hoffman Estates in the successful completion of this parking lot project.

The Gonzalez project team brings extensive experience from working on similar resurfacing projects, ensuring a smooth and efficient process from start to finish. Additionally, we are proud to partner with **Fehr Graham and Associates, Inc.**, who will provide environmental oversight and reporting as well as survey Quality Assurance, and **Material Service Testing, Inc., a certified DBE firm**, to provide Material Quality Assurance Testing. This partnership strengthens our team's capabilities and reinforces our commitment to both technical excellence and supporting diversity within the industry.

Resumes of the following **key staff** can be found in the ***Project Team*** section, starting on page 10:

- **Project Manager: Brandt Zentner, CPESC**
- **Resident Engineer: Christian Haas**
- **Inspector: Blake Rubio**
- **Materials Coordinator: Gerardo Sanchez**
- **Materials QA Technician: Hemant Patel (MST)**
- **Materials QA Technician: Fredrick Granville (MST)**
- **Environmental Oversight/Reporting: Melissa Kupczyk (Fehr Graham)**
- **Survey: Scott Immel, PLS (Fehr Graham)**

We are excited for the opportunity to partner with the Village on this effort, and we are confident that our experience and commitment to excellence will ensure the success of this project. Thank you for your consideration, and we look forward to the opportunity to discuss our proposal in greater detail.

Please contact me at 312-972-9770 or by e-mail at tlachus@gocos.net if you have any questions or require additional information.

Sincerely,

Gonzalez Companies, LLC

Ted Lachus, PE
Regional Manager

Project Understanding and Approach

The Village Hall Parking Lot Improvements project involves reconstructing the parking lot at 1900 Hassell Road. The scope includes pavement, curb, and sidewalk replacement; site lighting system upgrades; reduction of impervious surfaces; and the integration of green infrastructure features funded in part by the MWRDGC Green Infrastructure Partnership Program. Due to funding constraints, the project must be completed by December 2025, necessitating efficient scheduling and proactive construction management. Construction will occur in a phased manner to maintain Village Hall operations.

1. Review of Construction Plans and Specifications

- **Detailed Plan Review**: Conduct a thorough review of the design plans to identify potential conflicts or inefficiencies, focusing on staging, employee and patron accessibility, utility adjustments, and green infrastructure requirements.
- **Stakeholder Coordination**: Engage with Village staff, MWRDGC, and utility companies to finalize staging plans and construction timelines.
- **Scheduling:** Develop a detailed construction schedule to ensure the project meets the December 2025 completion deadline while maintaining access to Village Hall.

2. Phased Construction Staging

- **Operational Access:** Implement a phased construction plan that ensures continuous access to Village Hall for employees, visitors, and emergency services.
- **Traffic Control:** Coordinate temporary parking, pedestrian pathways, and signage to minimize disruption to daily operations.

3. Green Infrastructure Implementation

- **Bioswales and Permeable Pavement:** Supervise the installation of green infrastructure elements, ensuring compliance with MWRDGC requirements for stormwater management and environmental sustainability.
- **Drainage Integration:** Verify that all green infrastructure components integrate effectively with the existing stormwater system.

4. Site Lighting and Utility Adjustments

- **Lighting System Upgrades:** Oversee the replacement and modernization of site lighting to enhance safety and energy efficiency.
- **Utility Coordination:** Identify and mitigate conflicts with existing utilities, ensuring smooth integration of all system upgrades.

5. Erosion and Sediment Control

- **Environmental Protection:** Implement soil stabilization measures and sediment control systems per regulatory standards to protect nearby waterways.
- **Regular Monitoring:** Conduct and document weekly and post-rainfall inspections to ensure ongoing compliance and effectiveness of erosion controls during all construction phases.

6. Inspection, Testing, and Documentation

- **Field Inspections:** Perform comprehensive inspections of all construction activities, including pavement, curbs, bioswales, and lighting systems.

- **Material Testing:** Conduct geotechnical and material testing to verify compliance with project specifications.
- **Documentation:** Maintain detailed records, including daily logs and inspection notes, pay estimates, and change orders, ensuring transparency and accountability.

7. Project Closeout

- **Final Inspections:** Verify that all work is completed to specification, with a focus on green infrastructure functionality and site safety.
- **As-Built Documentation:** Submit accurate as-built plans and final reports for Village and MWRDGC compliance.

Considerations

Traffic Flow and Temporary Parking During Construction

- **Gap:** While the scope mentions phased construction, there is no explicit discussion of how temporary parking and traffic flow for visitors and employees will be managed during each phase.
- **Recommendation:** We propose incorporating a detailed temporary parking and access plan, including signage, pedestrian pathways, and designated ADA-compliant spaces during construction to ensure full accessibility to Village Hall throughout construction.

ADA Accessibility and Compliance

- **Gap:** The plans do not explicitly detail how ADA compliance will be maintained during construction or enhanced after the parking lot improvements.
- **Recommendation:** We will maintain continuous ADA accessibility during all phases of construction, with a focus on clearly marked routes and compliant parking spaces in both temporary and permanent configurations.

Coordination with Emergency Services

- **Gap:** Emergency access requirements are not specifically addressed in the scope or plans.
- **Recommendation:** Proactive coordination with local fire and police departments to ensure emergency vehicle access is maintained throughout the project will be necessary.

Coordination with Village Hall Operations

- **Gap:** Loading dock access requirements are not specifically addressed in the scope or plans.
- **Recommendation:** Proactive coordination with Village staff to ensure loading dock access is maintained and coordination of any work activities scheduled to limit access to the facilities throughout the project will be necessary.
- **Gap:** Parking for Village vehicles and emergency response trailers as well as access to EV charging stations are not specifically addressed in the scope or plans.
- **Recommendation:** Similar to loading dock access, proactive coordination with Village staff to ensure that parking/storage areas are coordinated throughout construction will be necessary.

Firm Experience / Past Performance

The following is a small sample of projects that the Project Team has worked on. Each project contains elements similar to the Village Hall Parking Lot Improvements project.

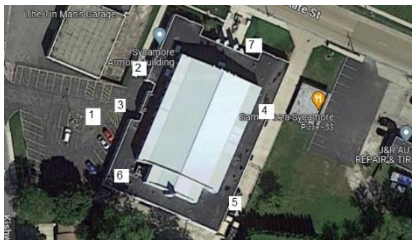
M-5 MAINTENANCE FACILITY AND PARKING LOT

Hoffman Estates, Illinois | Illinois Tollway - Dan Framarin / 312-802-1658 / dframarin@getipass.com

Phase III construction engineering services were provided for the Tollway's new M-5 Maintenance Facility and adjacent parking area. The new facility houses the sections maintenance workshop, a salt brine production unit, locker rooms, break room, and maintenance supply room. The team provided an extensive constructability review and provided significant design recommendations that are expected to keep the project on schedule.

CIVILIAN PARKING LOT REPLACEMENT – SYCAMORE READINESS CENTER

Sycamore, Illinois | Dept. of Military Affairs/CDB – Michael Klepitsch / 217-782-8562 / Michael.klepitsch@illinois.gov



Phase III construction engineering services for the replacement of the asphalt civilian parking lot with a new concrete pavement which is better equipped to handle military truck and equipment loads. The work also included replacement of ADA compliant sidewalks, curbs, drainage structure adjustments and installation of new underground conduits for new EV charging stations. Services included reconfiguration of the parking lot to optimize spaces, and construction inspection and review.

CAMPUS ROADS AND PARKING LOT REPLACEMENTS – IL VALLEY COMMUNITY COLLEGE

Oglesby, Illinois | IL Community College Board / CDB – Steve Halm / 815-263-1477 / steve.halm@illinois.gov

Provided Phase III construction engineering services for the resurfacing and full depth patching of over 260,000 square feet of roadways and parking lots on the Illinois Valley Community College campus. Additional work included the replacement of curbs and gutters, walkway/sidewalk removals and replacements, installation of ADA compliant ramps, erosion control, and pavement marking and striping.

ELA ROAD / CENTRAL ROAD / M-5 INTERSECTION IMPROVMENT

Hoffman Estates, IL | Client – Illinois Tollway - Dan Framarin / 312-802-1658 / dframarin@getipass.com

Gonzalez Companies performed construction management services for the reconstruction of the Ela Road / Central Avenue Interchange in Hoffman Estates. The project included realignment of the intersection and installation of a new left turn bay to accommodate access to the new M-5 Tollway Maintenance facility. The work also included installation of new traffic signals, ADA Ramps, resurfacing of the intersection and new pavement striping. Extensive coordination was required with the Village of Hoffman Estates, Cook County and several adjacent contracts.

CENTRAL ROAD / M-5 WATERMAIN AND SEWER PROJECT

Hoffman Estates, IL | Client – Illinois Tollway - Dan Framarin / 312-802-1658 / dframarin@getipass.com

Gonzalez Companies performed construction management services for the installation of water main and a sewer forcemain to service the new Tollway M-5 Maintenance facility in Hoffman Estates. The work included installation of a new 2" building water service, installation of a watermain loop around the facility with fire hydrants, replacement of Village of Hoffman Estates watermain and fire hydrants along Central Avenue and connection of a water main loop that eliminated a dead end connection. The work also included installation of a 2500 foot sewer forcemain across Tollway property and connection to the Schaumburg sewer system. Extensive coordination was required with MWRD, IEPA, Village of Hoffman Estates and Cook County for permitting and connection approvals.

M-6 MAINTENANCE FACILITY AND PARKING AREA

DuPage County, Illinois | IL Tollway – Richard Hanba / 630-2411-6800 x6231 / rhanba@getipass.com

Provided Phase III construction engineering services construction of a new Maintenance Facility and adjacent parking at the Tollway's M-6 yard in Marengo. The project consisted of the staged demolition and construction of a new 72,000 SF building that would house the section's maintenance workshop, storage garage for all of the maintenance vehicles and equipment, offices, locker room facilities, maintenance supply storage and local State Police Facilities. Other site work included construction of vehicle wash facility, relocation of the existing fueling system with new underground storage tanks, construction of a liquid chloride dispensing system, extensive grading, drainage, paving and utility work for the new services, and a new parking area.

CONDE STREET RESURFACING

West Chicago, Illinois | City of West Chicago – Mehul Patel / 630.293.2222 / mpatel@westchicago.org

Phase III Construction Inspection Services were provided for improvements on Conde Street in West Chicago. The project includes pavement resurfacing, sidewalks/ADA ramps, curb and gutter, drainage improvements, street lighting, utility relocation, material testing coordination, public coordination, pavement marking and parkway restoration.

OGDEN AVENUE BEAUTIFICATION

Westmont, Illinois | Village of Westmont – Noriel Noriega / 630.981.6295 / nnoriega@westmont.il.gov

Phase III Construction Inspection Services were provided for the beautification of a ½ mile section of Ogden Ave in the Village of Westmont. The project included pavement restoration, the removal of the existing concrete medians and replacement with new curb and gutter that framed new median planters, landscaping, an irrigation system, and electrical outlets for connection of seasonal decorative lighting.

Construction phase services included full-time resident engineering services, documentation of quantities, coordination for utility and drainage structure adjustments and processing of contractor pay requests with the Village.

Project Team

A successful project starts with the assignment of experienced leadership and the appropriate number of experienced and trained staff, dedicated to the project through its successful completion. *In addition to the staff proposed below, we have a dedicated team of 35+ local construction engineers, with a wide range of project experience available to assist the Village of Hoffman Estates at a moment's notice.*

The Key Personnel noted in our submittal will be available and dedicated throughout the successful completion of this project.

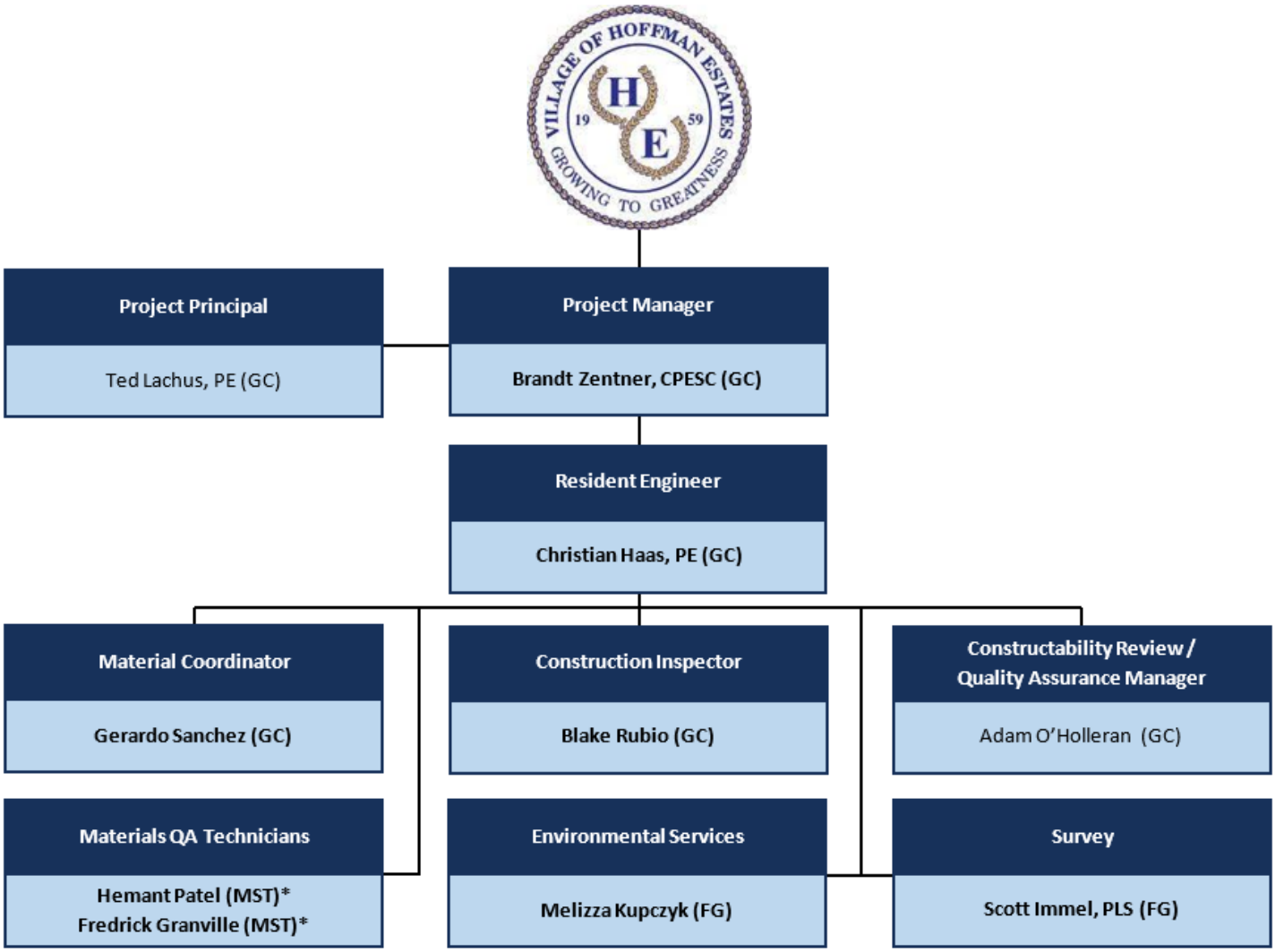
Gonzalez Companies will be the lead consultant for the Phase III effort and will be responsible for:

- Construction Inspection
- Documentation
- Utility Coordination
- Materials Coordination
- Layout of Patching and Removals
- Project Closeout

To address all the project requirements, our project team includes the following firms:

- **Fehr-Graham** – Environmental Services and Survey
- **Material Service Testing, Inc. (DBE)** – Materials QA Testing

Organizational Chart



Key Staff Listed in Bold
***Denotes DBE Subconsultant**

Brandt Zentner, CPESC
Project Manager

24 YEARS OF EXPERIENCE

EDUCATION
BS, Civil Engineering, University of Illinois, Chicago

Brandt is a Civil Engineer with over 24 years of experience in construction management, construction observation and documentation for residential developments and a wide range of roadway projects, including roadway, structures, watermain, traffic signals and multi-use paths and sidewalks.

- M-5 Maintenance Facility & Parking Lot, Hoffman Estates| IL Tollway
- M-6 Maintenance Facility & Parking Lot | IL Tollway
- IL Valley Community College Roads & Parking Lots | IL Community College Board/CDB
- Sycamore Readiness Center |Dept. of Military Affairs / Capital Development Board

Christian Haas
Resident Engineer

11 YEARS OF EXPERIENCE

EDUCATION
BS, Civil Engineering, Marquette University
REGISTRATIONS/CERTIFICATIONS
Documentation of Contract Quantities 21-19244

Christian has over 11 years of experience in the construction management and engineering industry. He has extensive experience parking lot experience with the Illinois Tollway Maintenance Facilities. Higgins Road & Barrington Road over I-90 | Illinois Tollway

- M-5 Maintenance Facility & Parking Lot, Hoffman Estates | IL Tollway
- 2022 Pavement Maintenance Contract | DuPage County DOT
- M-2 Maintenance Facility & Parking Lot | IL Tollway
- M-16 Maintenance Facility & Parking Lot | IL Tollway

CONSTRUCTION INSPECTOR. Blake Rubio (Gonzalez) has over five years of experience in civil engineering focused on transportation engineering including transportation and water main replacement projects. He is skilled in site civil construction, roadway construction, site drainage, utility coordination, SWPPP inspections, and documentation of contract work.

MATERIALS COORDINATOR. Gerardo Sanchez, PE (Gonzalez) Gerardo has over 20 years of experience in construction management on various roadway and bridge construction and rehabilitation projects. His experience includes inspection services, documentation, and quality assurance of materials. Gerardo has worked on projects for clients such as Illinois Tollway, Illinois Department of Transportation, Chicago Department of Transportation.

MATERIALS QUALITY ASSURANCE. Hemant Patel (MST) has 18 years of experience as a materials field inspector and technician. His experience includes geotechnical inspections, PCC, and HMA testing on interstates, state routes, local roads, and private developments in both the lab and in the field.

MATERIALS QUALITY ASSURANCE. Fredrick Granville (MST) has over 20 years of experience as a materials field inspector and technician. His experience includes subsurface explorations, geotechnical inspections, (PCC) concrete and Hot-Mix Asphalt (HMA) testing on interstates, state routes, local roads, and private developments in the field.

ENVIRONMENTAL OVERSIGHT AND REPORTING. Melissa Kupczyk (FG) brings experience in soil assessment and management and is proficient in due diligence and site remediation. She specializes in conducting Phase I and Phase II Environmental Site Assessments (ESAs), Preliminary Environmental Site Assessments (PESAs) and Preliminary Site Investigations (PSIs).

SURVEY. Scott Immel, PLS (FG) has nearly 30 years of experience working with the Illinois Department of Transportation (IDOT) and municipal highway departments, completing boundary analysis and route surveys and overseeing topographic surveys for design projects.

Information on **IDOT Prequalifications and **Subconsultant Qualifications** can be found on page 19 in the Appendix.*

Brandt Zentner, CPESC

PROJECT MANAGER

BS, Civil Engineering, University of Illinois, Urbana/Champaign

Brandt is a Civil Engineer with over 24 years of experience in construction management, construction observation and documentation for residential developments and a wide range of roadway projects, including roadway, structures, watermain, traffic signals and multi-use paths and sidewalks.

Professional Designations

Certified Professional in Erosion and Sediment Control #4508

Certified Floodplain Manager # IL-04-00147

Relevant Project Experience

M-5 Maintenance Facility / Parking Lot

IL Tollway | Hoffman Estates, IL

QA/QC Engineer

Construction engineering services were provided for the Tollway's new M-5 Maintenance Facility and ***adjacent parking lot.*** Provided extensive constructability review and provided significant design recommendations that kept the project on schedule. Additional services provided included drone surveys, full-time construction inspection, management of field staff, coordination of material testing, daily documentation, contract close-out, and final documentation preparation.

Vehicle Parking Lot Replacement – Sycamore Readiness Center

Department of Military Affairs/Capital Development Board | Sycamore, IL

Construction Manager

Provided Phase III construction engineering services for the replacement of the asphalt civilian parking lot with a new concrete pavement which is better equipped to handle military truck and equipment loads. The work also included replacement of ADA compliant sidewalks, curbs, drainage structure adjustments and installation of new underground conduits for new EV charging stations.

Campus Road & Parking Lot Replacement – IL Valley Community College

IL Community College Board/Capital Development Board | Oglesby, IL

Project Manager

Provided Phase III construction engineering services for the resurfacing and full depth patching of over 260,000 square feet of roadways and ***parking lots on the Illinois Valley Community College campus***. Additional work included the replacement of curbs, walkway/sidewalk removals and replacements, and installation of ADA compliant ramps/walkways.

M-6 Maintenance Facility and Parking Lot

ISTHA | Marengo, IL

Staff Engineer

Phase III construction engineering services were provided for the construction of a new Maintenance Facility and ***parking lot*** at the Tollway's M-6 yard. The project consisted of the staged demolition and construction of a new 60,000 SF building to house the section's maintenance workshop, storage garage for all of the maintenance vehicles and equipment, offices, locker room facilities, maintenance supply storage and local State Police Facilities ***and adjacent parking areas***. Other site work included construction of vehicle wash facility, relocation of the existing fueling system with new underground storage tanks, construction of a liquid chloride dispensing system, extensive grading, drainage, paving and utility work for the new services.

Christian Haas

RESIDENT ENGINEER

BS, Civil/Environmental Engineering and Geology, Northeastern University

Christian is a Construction Inspector with over 11 years of experience working on a wide range of projects for IDOT, the Tollway and numerous Illinois municipalities.

Certifications

- IDOT Documentation of Contract Quantities 21-19244
- IDOT Hot Mix Asphalt Level 1 Technician
- IDOT Mixture Aggregate Technician
- IDOT Nuclear Density Tester
- IDOT/ICT Erosion Control Module I: Fundamentals of Storm Water Pollution & Erosion & Sediment
- IDOT Portland Cement Concrete Level I

Relevant Project Experience

M-5 Maintenance Facility / Parking Lot

IL Tollway | Hoffman Estates, IL

Documentation Engineer

Construction engineering services are currently being provided for the Tollway's new M-5 Maintenance Facility. ESI provided an extensive constructability review and provided significant design recommendations that are expected to keep the project on schedule. Additional services provided include drone surveys, full-time construction inspection, management of field staff, coordination of material testing, daily documentation, contract close-out, and final documentation preparation.

M-2 Maintenance Facility /Parking Lot

IL Tollway | Hillside, IL

Construction Inspector

Construction management and engineering services were provided for the expansion and remodeling of the M-2 Maintenance facility in Hinsdale. The project includes Construction of a 12, 600 SF building addition that houses the state-of-the-art vehicle maintenance and repair shop, renovations to the support offices, locker rooms and brake room and replacement of the existing building TPO roof. Other project work included pavement reconstruction, site work, erosion control measures, landscaping, drainage improvements and lighting improvements.

M-16 Maintenance Facility / Parking Lot

IL Tollway | Bensenville, IL

Documentation Engineer

Construction Management and Engineering services are being provided to the Illinois State Toll Highway Authority (ISTHA) for the construction of a completely new Maintenance Facility at the Tollway's new M-16 Facility for the I-390/I-490 corridors in Bensenville. The project consists of a new 98,000 SF building that will house the section's maintenance workshop, storage garage for all the maintenance vehicles and equipment, support offices, locker room facilities, maintenance supply storage and local State Police Facilities. The building will also house a vehicle wash facility to allow salt and dirt to be washed from the vehicles and equipment to significantly extend vehicle life. Other site work includes construction of salt storage building, a fueling station system with new underground storage tanks, construction of a liquid chloride dispensing system, extensive grading, drainage, paving and utility work for the new services.

Blake Rubio

CONSTRUCTION INSPECTOR

BS, Civil Engineering, University of Mary, Bismark, ND

Blake is a multifaced professional with a strong foundational skill set in construction management. He is experienced in construction inspection and documentation on a range of projects for the Illinois Department of Transportation. Blake is skilled at reviewing contractor payment applications and verification of quantities of payment. His strong communication skills make him an asset when coordinating project scheduling with contractors and meeting deadlines.

Certifications

IDOT Documentation of Contract Quantities

IDOT Mixture Aggregate Technician

IDOT Portland Cement Concrete Level I

Relevant Project Experience

IDOT District 2 Various/Various Phase III Contract

IL Dept. of Transportation | Various Counties, IL

Construction Inspector

Phase III engineering services provided for the inspection, supervision, construction layout, field material testing, and field inspection for roadway rehabilitation within District 2. The diverse types of projects include structural rehabilitation, box culvert construction, patching, milling, and resurfacing, concrete pavement, pavement marking installation, and landscaping. On-site inspection, engineering layout and verification of contractor staking, documentation, payment and change order processing were performed. Documentation was maintained through IDOT's tracking systems (ICORS and CMMS).

IDOT District 3 Various/Various Phase III Contract

IL Dept. of Transportation | Will and Grundy Counties, IL

Construction Inspector

Phase III engineering services were provided for the inspection, supervision, construction layout, field material testing, and field inspection for roadway rehabilitation throughout District Three. The diverse types of jobs consisted of route and seal, patching, traffic signals, landscaping, milling, and resurfacing, bridge repair and replacement, concrete pavement, and pavement marking. On-site inspection, engineering layout, and verification of contractor staking, documentation, submit pay estimates, change orders were performed. Documentation was maintained through IDOT's tracking systems (ICORS and CMMS). This contract received an "excellent" rating from IDOT.

IDOT District 1 Various Phase III Construction Inspection Projects

IL Dept. of Transportation | Kane, DuPage, Cook, Will, Kendall and Lake Counties, IL

Resident Engineer

Performed tasks as a project engineer for IDOT's District 1 office in Schaumburg. Tasks included design and construction support, materials inspection, contract documentation and inspection, barrier warrant analyses, HMA and PCC paving inspection, and general support services for District staff.

IDOT District 1 Project Controls Manager, Phase III Project

IL Dept. of Transportation | Kane, DuPage, Cook, Will, Kendall and Lake Counties, IL

Documentation Review Technician

Phase III construction administrative services to assist department Project Control Managers (PCMs) and Documentation Review Technicians on various construction projects throughout District 1. Assignments include processing Subcontractor approvals, processing authorizations, progress/final documentation reviews, process City of Chicago invoices and general project closeout functions.

Melissa Kupczyk

Project Hydrogeologist

Melissa Kupczyk brings experience in soil assessment and management and is proficient in due diligence and site remediation. She specializes in conducting Phase I and Phase II Environmental Site Assessments (ESAs), Preliminary Environmental Site Assessments (PESAs) and Preliminary Site Investigations (PSIs).

Melissa provides support through every phase of the project. From scope planning to field oversight, sample collection, data review and analysis and final reporting, she ensures thorough and accurate reporting.

EDUCATION

B.S. in Geology
Northern Illinois University, 2014

B.S. in Environmental Studies
Northern Illinois University, 2014

CERTIFICATIONS

Occupational Safety and Health Administration (OSHA) 40-Hour HAZWOPER, 2013

HAZWOPER Refresher, 2013-2024

HAZWOPER 8-Hour Supervisor, 2021

PROFESSIONAL ASSOCIATION

Underground Contractors Association – Emerging Leaders Program

PHASE I AND PHASE II ESAs

- Phase I ESA for former Manufactured Gas Plant | Rockford, Illinois
- Phase I ESA for commercial development | Rochelle, Illinois
- Phase I and Phase II ESAs for Ottawa Brownfield Assessment Grant | Ottawa, Illinois
- Phase II ESA of Downers Grove Police Station | Downers Grove, Illinois*
- Phase II ESA of former Rockford Speedway | Rockford, Illinois*
- Phase II ESA of former fueling station | Algonquin, Illinois*
- Phase II ESA of commercial trucking facility | Waukegan, Illinois*

PESAs AND PSIs

- PESA for proposed riverfront shared-use path | City of Rockford, Illinois
- PESA for proposed roadway improvements | City of Urbana, Illinois
- PESA for proposed shared-use path | Village of Pingree Grove, Illinois
- PESA and PSI for Capital Improvement Projects | Village of Brookfield, Illinois*
- PSI for Old Orchard Road improvements | Cook County Department of Transportation and Highways | Chicago, Illinois *
- PSI for Boca Rio Ditch utility improvements | Cook County Department of Transportation and Highways | Chicago, Illinois*
- PSI for Illinois Prairie Path Improvements | Village of Maywood, Illinois*

ILLINOIS ENVIRONMENTAL PROTECTION AGENCY REMEDIATION PROGRAM SITES

- Vesuvius USA | Charleston, Illinois
- Cinespace Studios | Chicago, Illinois*
- Valley Green Golf Course | North Aurora, Illinois*

*Projects completed with previous employer.

Scott I. Immel, PLS

Survey Manager

Scott Immel plats subdivision developments and completes residential and commercial property, farm, right-of-way, boundary and topographic surveys for civil engineering design. He uses 3D surface model development for machine control excavation, construction staking, GPS Control Network surveying and laser scanner technology. He completes projects for the Illinois Department of Transportation (IDOT), alternative energy facilities, subdivision developers and major construction contractors. Scott also works with clients to complete American Land Title Association and National Society of Professional Surveyors (ALTA/NSPS) surveys.

EDUCATION

A.A.S. in Architectural Technology
College of Lake County, 1993

A.A.S. in Civil Technology
College of Lake County, 1995

A.A.S. in CAD Drafting Technology, Surveying
College of Lake County, 1996

A.A.S. in CAD Drafting Technology, Architecture
College of Lake County, 1996

PROFESSIONAL LICENSES

Professional Land Surveyor
Illinois #35-3462, 2001
Iowa #19601, 2009
Wisconsin #S-2910, 2008

CERTIFICATION

Illinois Department of Transportation
Approved Negotiator

PROFESSIONAL ASSOCIATIONS

Illinois Professional Land Surveyors Association

Wisconsin Society of Land Surveyors

Society of Land Surveyors of Iowa

ALTA/NSPS LAND TITLE SURVEY OF MEDICAL FACILITY WITH HOUSING AND URBAN DEVELOPMENT (HUD) REQUIREMENTS

Freeport Supportive Living Facility, Illinois
Scott worked with the client to identify survey and HUD requirements to refinance with a new lender. He instructed field crews and directed office staff to create the plats and paperwork.

ALTA/NSPS LAND TITLE SURVEY OF TWO COUNTRY INN & SUITES

Timm & Garfinkel | Sycamore, Illinois
An ALTA/NSPS Land Title Survey is often needed for a commercial property loan or refinancing. Scott worked with the client to identify the required Table A items. He also facilitated field and office personnel to complete required plats and paperwork.

ALTA/NSPS LAND TITLE SURVEY OF MEDICAL AND BUSINESS COMPLEX

Harris | Aurora, Illinois

ALTA/NSPS LAND TITLE SURVEY OFFORD DEALERSHIPS

Tom McClain | Rochelle and Spring Valley, Illinois

ALTA/NSPS LAND TITLE SURVEY OF COMMERCIAL COMPLEX

Southwest Wood Treating | Rochelle, Illinois

ALTA/NSPS LAND TITLE SURVEY OF ELEMENTARY SCHOOL

Rochelle Township School District, Illinois

ALTA/NSPS LAND TITLE SURVEY OF COMMERCIAL COMPLEX

The Fisher Barton Group | Rockford, Illinois

NIPPON SHARYO SURVEY

Nippon Sharyo and City of Rochelle, Illinois

LIGHTHOUSE POINTE WALMART ADDITION

Spring Creek Development Group | Rochelle, Illinois

SARA LEE EXPANSION

Tippmann Group | Rochelle, Illinois

MATERIAL SERVICE TESTING

Fredrick Granville
Materials QA Technician

Mr. Granville has over twenty years of experience as a construction materials field inspector and technician. His experience includes subsurface explorations, geotechnical inspections, (PCC) concrete and Hot-Mix Asphalt (HMA) testing on interstates, state routes, local roads, and private developments in the field. Mr. Granville is also experienced in various construction related activities and documentation of project materials and quantities and assuring adherence to project specifications. Mr. Granville is experienced in I-MIRS, and e-Builder systems.

SELECTED PROJECT INVOLVEMENT

IDOT

Various Phase III Pavement & Bridge Preservations Projects, Region One, District One – Job V-91-009-21, PTB 200, Item 11
Interstate 57 (I-57) at Interstate 80 (I-80), Contract# 62M54
QA Field Technician
Mr. Granville served as QA Technician on this $5 million project which consisted of bridge rehabilitation on four bridges that carry Interstate 57 over Interstate 80. The project included deck overlay with latex concrete, substructure repair, reconstruction, patching of the bridge, placement of pavement markings, and all incidental and collateral work necessary to complete the project. Mr. Granville also performed on-site quality assurance concrete testing, including testing for slump, air content, air/concrete temperatures, and casting cylinders for compressive strength testing. He was also responsible for monitoring the concrete placement process as well as accurate documentation of field-testing results.

IL Route 132, West of Sheehan Drive to Munn Road, Dryland Bridge Replacement, Lake County, IL – PTB 200, Item 10
QA Field Technician
Mr. Granville served as QA Technician on this $12 million project. This project consisted of dryland bridge replacement, box culvert replacement, roadway construction, roadway widening, water line relocation, and sanitary sewer relocation. Work also consisted of placement of polymerized leveling binder and polymerized hot-mix asphalt surface course, combination curb and gutter removal and replacement, sidewalk installation, placement of thermoplastic pavement markings, ADA ramp improvements and all other incidental and collateral work.
Mr. Granville performed on-site testing of soil, dynamic-cone penetration testing (DCP), and nuclear density testing of embankment material. MST also performed a full range of laboratory testing as necessary for this contract.

Various Phase III Pavement & Bridge Preservations Inspection, Region One, District One – Job# V-91-003-21, PTB 198, Item 1
IL 394 Over CN and NS Railroads, South of US 30, Contract #62M29
QA Field Technician
Mr. Granville served as QA Technician on this $2 million project which consisted of deck overlay, joint repairs, bearing replacement, concrete repairs, and all incidental and collateral work necessary to complete the project on SN 016-0456 and 016-1041 carrying IL 394 over CN and NS Railroads, south of US 30. Mr. Granville performed on-site quality assurance concrete testing, including testing for slump, air content, air/concrete temperatures, casting cylinders for compressive strength testing, and on-site HMA testing for surface, binder, and patching work.

CERTIFICATIONS

IDOT Certifications:
-QC/QA Mixture Aggregate Technician (3-Day)
-QC/QA Mixture Aggregate (2 Day Upgrade)
-QC/QA PCC Levels I & II
-QC/QA HMA Levels I & II
-S33 Geotechnical Inspection
-Nuclear Density Tester
-S14 Documentation of Contract Quantities No. 20-18127

ACI Certifications:
-Concrete Field-Testing Technician-Grade 1

Other Certifications:
-APNGA Portable Nuclear Gauge Safety and U.S. D.O.T. Hazmat Certification

AFFILIATIONS

International Union of Operating Engineers,
Local 150 - Chicago

SELECTED PROJECT INVOLVEMENT – CONTINUED

Various Pavement & Bridge Preservations, Region One, District One – Job# V-91-016-20, PTB 197, Item 7
IL 43 (Harlem Ave) at 111th St. to 62nd St., Contract #62L92
QA Field Technician
Mr. Granville served as QA Technician on this $5 million project. This project consisted of SMART Overlay on IL 43 (Harlem Ave.) at 111th Street to 62nd Street. The scope of work consisted of pavement patching, combination curb and gutter removal and replacement, drainage structure adjustments, sidewalk removal, PCC sidewalk placement, ADA ramps, hot-mix asphalt surface removal, resurfacing with hot-mix asphalt surface course, pavement widening for left turn lane, detector loop replacement, placement of thermoplastic pavement markings, raised reflective pavement marking installation and all incidental and collateral work necessary to complete the improvements.

US 20 (Lake Street) at IL 59 (Sutton Road), Cook County, IL
PTB 183, Item 4
QA Field Technician
Mr. Granville performed on-site quality assurance materials testing for the improvement of US 20 (Lake St) at IL 59 (Sutton Rd). This project included roadway reconstruction of US 59 north of US 20; construction of a new northbound IL 59 to eastbound US 20 ramp; modification and improvement to the existing ramp junctions and medians and construction of retaining and noise walls. MST served as a subconsultant to Civiltech Engineering, Inc. for this project. Mr. Granville's work on this project included onsite soil, concrete, and asphalt inspections.

CCDOTH

Cook County Department of Transportation and Highways –
Professional Quality Control/Quality Assurance (QC/QA) Material Testing Services – Various Various (Task Orders)
Contract No. 1885-17255
Mr. Granville served as lead QA technician on this $495k project. He performed Quality Assurance testing of Hot-Mix Asphalt (HMA) and (PCC) concrete to assist the Cook County Department of Transportation and Highways in managing and maintaining their infrastructure. MST was the lead member of the County Materials Partners – A joint Venture Team responsible for this quality assurance countywide program. Mr. Granville's inspections included field and plant HMA and PCC inspections as well as proper documentation and reporting of field-testing results. MST also provided a full range of Laboratory testing as necessary for this various contract.

Cook County Department of Transportation and Highways –
Central Avenue Bridge Deck Replacement – Construction Management Services Contract No. 2238-6220
Mr. Granville is currently serving as QA technician on this $33 Million project. This project consists of removal and replacement of the concrete deck, cleaning and painting of the structural steel, bearing removal and replacement via temporary jacking of existing beams, and substructure concrete repairs. Also included are deck joint repairs, substructure repairs, downspout replacement, storm sewer structure cleaning, lead remediation and painting of the existing steel griders, installation of LED lighting system, landscaping, temporary traffic signals, signing, pavement marking, and all other work as required to complete the improvement. Mr. Granville performs Quality Assurance testing of Portland Cement Concrete (PCC) including testing for slump, air content, air/concrete temperatures, and casting cylinders for compressive strength testing.

Cook County Department of Transportation and Highways –
Construction Management Services – Various Various (Task Orders)
Contract No. – 2038-18393A
Mr. Granville is serving as QA technician on this Countywide Various Various Task Order contract. MST is serving as a subconsultant to Ardmore Roderick on this project. The scope of work involves multiple task orders performing quality assurance management and laboratory services on PCC and HMA materials placement for various projects throughout Cook County.

MATERIAL SERVICE TESTING

Hemant Patel
Materials QA Technician

Mr. Patel has over eighteen years of experience as a construction materials field technician and inspector. His experience includes geotechnical inspections, PCC, and HMA testing on interstates, state routes, local roads, and private developments in both the lab and in the field. Mr. Patel is also certified PCI Level II and is experienced in Independent Assurance testing for precast structures in accordance with IDOT's Standard Specifications for Road and Bridge Construction, Manual for Fabrication of Precast/Prestressed Concrete Products.

Selected Project Involvement

IDOT

Various Phase III Pavement & Bridge Preservations Projects, Region One, District One – Job# V-91-009-21, PTB 200, Item 11

Task One – I-94 (Dan Ryan Expressway) to I-90 (Chicago Skyway), Contract #62M19, Job #C-91-339-20

QA Field Technician

Mr. Patel served as QA Technician on this $3.6 million project. The project consisted of SMART Overlay, ADA improvements, pavement patching, crack and joint sealing, and pavement markings. Mr. Patel performed on-site testing of hot-mix asphalt (HMA) and PCC. MST also provided a full range of laboratory services as necessary for this contract.

Task Two – Interstate 57 (I-57) at Interstate 80 (I-80), Contract# 62M54, Job# C-91-369-20

QA Field Technician

Mr. Patel served as QA Technician on this $5 million project which consisted of bridge rehabilitation on four bridges that carry Interstate 57 over Interstate 80. The project included deck overlay with latex concrete, substructure repair, reconstruction, patching of the bridge, placement of pavement markings, and all incidental and collateral work necessary to complete the project. Mr. Patel's work on this project included PCC and HMA testing at the plant and in the field. Mr. Patel also performed on-site field testing of soil including dynamic-cone penetration testing (DCP).

IL Route 132, West of Sheehan Drive to Munn Road, Lake County, IL – Contract# 62D86, Job# C-91-116-17, PTB 200, Item 10

QA Field Technician

Mr. Patel served as QA Technician on this $12 million project. This project consisted of dry land bridge replacement, box culvert replacement, roadway construction, roadway widening, water line relocation, and sanitary sewer relocation. Work also consisted of placement of polymerized leveling binder and polymerized hot-mix asphalt surface course, combination curb and gutter removal and replacement, sidewalk installation, placement of thermoplastic pavement markings, ADA ramp improvements and all other incidental and collateral work. Mr. Patel performed on-site concrete testing, including testing for slump, air content, air/concrete temperatures, and casting cylinders for compressive strength testing. MST provided a full range of laboratory services as necessary for this contract.

Education

L.D. College of Engineering, India
B.S. Civil Engineering

Certifications

IDOT Certifications:
- QC/QA Mixture Aggregate Technician (3-Day)
- QC/QA Mixture Aggregate (2 Day Upgrade)
- QC/QA PCC Levels I, II & III
- QC/QA HMA Levels I, II & III
- S33 Geotechnical Inspection
- Bituminous Concrete Density Tester
- Documentation of Contract Quantities Certificate No. 22-20017

ACI Certifications:
- ACI Concrete Field Testing Technician – Grade I
- ACI Concrete Strength Testing

PCI Certifications:
- Precast/Prestressed Concrete Institute, Levels I & II

Other Certifications:
-APNGA Portable Nuclear Gauge Safety and U.S. D.O.T. Hazmat Certification
- Local 150 Soil Testing Fundamentals

Affiliations

International Union of Operating Engineers, Local 150 - Chicago

SELECTED PROJECT INVOLVEMENT – CONTINUED

I-90 at I-290/Congress Parkway Jane Byrne Interchange, Cook County – PTB 179, Item 5
Construction Inspector
Mr. Patel performed Construction Inspection duties for the I-90 at I-290/Congress Parkway Illinois Department of Transportation project. MST served as a sub-consultant to TranSystems Corporation. This project included rehabilitation of the Congress Parkway viaduct westbound starting from the Old Post Office Building to approximately 2000 feet west over I-90/I-94 in Chicago. The construction involved repairs to the viaduct from the Post Office to Canal Street entrance ramp, including superstructure patching and substructure repairs, deck, and superstructure replacement from Canal Street entrance ramp westbound to I-90/I-94 and the total replacement of the bridge structure carrying the Congress Parkway viaduct (I-290) over I-90/I-94. As a Construction Inspector, Mr. Patel ensured project plans and specifications were adhered to, including the verification of start and end times, equipment and materials used, and summaries of daily work performed.

ISTHA

Tri-State Tollway (I-294) Construction Management Services Upon Request – PSB 21-3, Item 2, I-21-4805
QA Field Technician
Mr. Patel served as a QA Technician for the Illinois State Toll Highway Authority I-294 project. Material Service Testing, Inc. served as a subconsultant to Patrick Engineering Tollway on this project. This project consisted of Cork Avenue ramps and bridge, I-55 ramp bridge rehabilitation over Commonwealth Avenue, and as-needed work related to the Central Tri-State Tollway corridor. MST provided all on-site testing of soils, concrete, and asphalt and laboratory services to support the project.

Elgin O'Hare Western Access, I-294 to I-90–Devon Avenue to Touhy Avenue – PSB 19-3, Item 1, I-19-4708
QA Field Technician
Mr. Patel is currently serving as a quality assurance materials technician on the $49 million I-490/IL390 Interchange project. This work includes the construction of four flyover ramps connecting the two Tollway roadways and two ramp bridges connecting to the west side of O'Hare International Airport. MST provides all on-site material testing of concrete and asphalt and laboratory services to support the project.

Construction Corridor Manager Services and Owner's Representative Services – IL Route 390/I-490 Elgin O'Hare Western Access – PSB 18-4, Item 2, I-18-4701
QA Field Technician
Mr. Patel is serving as QA Technician on this $89 million project. This project consists of performing constructability reviews, industry coordination, and review of packaging and timing of construction contracts. The scope of work also includes construction management services for advance work for utility relocation, and critical railroad coordination services with Union Pacific Railroad and Canadian Pacific Railway as needed to finalize agreements and oversee complex work involving Railroad right of way, and other elements.

Tri-State Tollway (I-94), Pavement and Structural Preservation and Rehabilitation, MP 0.5 (Russell Road) to MP 25.2 (Lake Cook Road), Lake County – PSB 17-3, Item 17, R-16-4282
QA Field Technician
Mr. Patel performed quality assurance material testing for the Tri-State Tollway I-94 roadway and bridge preservation and rehabilitation project. Material Service Testing, Inc. served as a subconsultant to Collins Engineers for this ISTHA project. Mr. Patel performed on-site HMA testing for surface, binder, and patching work. Mr. Patel was responsible for monitoring the HMA placement process and accurate documentation of field testing results.

Appendix

Illinois Department of Transportation
2300 South Dirksen Parkway / Springfield, Illinois / 62764

June 11, 2024

Subject: PRELIMINARY ENGINEERING
Consultant Unit
Prequalification File

Barry Grant
GONZALEZ COMPANIES, LLC
525 West Main Street
Suite 125
Belleville, IL 62220

Dear Barry Grant,

We have completed our review of your "Statement of Experience and Financial Condition" (SEFC) which you submitted for the fiscal year ending Dec 31, 2022. Your firm's total annual transportation fee capacity will be $26,400,000.

Your firm's payroll burden and fringe expense rate and general and administrative expense rate totaling 132.34% 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, 2023. 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 GONZALEZ COMPANIES, LLC

CATEGORY	STATUS
Special Studies - Traffic Studies	X
Special Services - Construction Inspection	X
Hydraulic Reports - Pump Stations	X
Hydraulic Reports - Waterways: Typical	X
Special Studies- Location Drainage	X
Location Design Studies - Rehabilitation	X
Highways - Roads and Streets	X
Highways - Freeways	X
Location Design Studies - Reconstruction/Major Rehabilitation	X
Special Services - Surveying	X
Special Studies - Safety	X
Special Plans - Traffic Signals	X
Special Services - Sanitary	X
Geotechnical Services - Structure Geotechnical Reports (SGR)	X
Geotechnical Services - General Geotechnical Services	X
Structures - Highway: Simple	X
Structures - Highway: Typical	X
Special Studies - Feasibility	X
Special Services - Project Controls	X
Hydraulic Reports - Waterways: Complex	X
Special Plans - Lighting: Typical	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

Illinois Department of Transportation
2300 South Dirksen Parkway / Springfield, Illinois / 62764

February 8, 2024

Subject: PRELIMINARY ENGINEERING
Consultant Unit
Prequalification File

Clayton Hamano
MATERIAL SERVICE TESTING, INC.
1327 West Washington Blvd., Suite 105
Chicago, IL 60607

Dear Clayton Hamano,

We have completed our review of your "Statement of Experience and Financial Condition" (SEFC) which you submitted for the fiscal year ending Dec 31, 2022. Your firm's total annual transportation fee capacity will be $5,400,000.

Your firm's payroll burden and fringe expense rate and general and administrative expense rate totaling 141.62% 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, 2023. 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 MATERIAL SERVICE TESTING, INC.

CATEGORY	STATUS
Geotechnical Services - General Geotechnical Services	X
Special Services - Quality Assurance HMA & Aggregate	X
Special Services - Quality Assurance PCC & Aggregate	X
Airports - Construction Inspection	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

Illinois Department of Transportation
2300 South Dirksen Parkway / Springfield, Illinois / 62764

November 26, 2024

Subject: PRELIMINARY ENGINEERING
Consultant Unit
Prequalification File

Michael Gronewold
FEHR-GRAHAM & ASSOC. LLC
200 Prairie Street, Suite 208
Rockford, IL 61107

Dear Michael Gronewold,

We have completed our review of your "Statement of Experience and Financial Condition" (SEFC) which you submitted for the fiscal year ending Dec 29, 2023. Your firm's total annual transportation fee capacity will be $16,800,000.

Your firm's payroll burden and fringe expense rate and general and administrative expense rate totaling 128.23% 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 29, 2024. 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 FEHR-GRAHAM & ASSOC. LLC

CATEGORY	STATUS
Location Design Studies - Rehabilitation	X
Special Services - Landscape Architecture	X
Highways - Freeways	A
Highways - Roads and Streets	X
Location Design Studies - New Construction/Major Reconstruction	X
Special Studies - Feasibility	X
Special Services - Surveying	X
Structures - Highway: Typical	X
Structures - Highway: Simple	X
Special Services - Hazardous Waste: Advance	A
Special Services - Hazardous Waste: Simple	X
Special Plans - Traffic Signals	X
Special Studies - Traffic Studies	X
Special Services - Construction Inspection	X
Special Studies- Location Drainage	X
Hydraulic Reports - Waterways: Typical	X
Location Design Studies - Reconstruction/Major Rehabilitation	X
Special Services - Sanitary	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

CONTACT US

1401 Branding Avenue
Suite 365
Downers Grove, IL 60515

312.972.9770

gonzalezcompanies@gocos.net

www.gonzalezcos.com

AGENDA ITEM REPORT

Village Board of Trustees
February 3, 2025
ITEM 5F

REQUEST: Approval of Managed Support Agreement with Concentric Integration, LLC for SCADA system support for one year in an amount not to exceed $32,330.

FROM: Ryan Christensen, Water & Sewer Superintendent
Joseph Nebel, Public Works Director

ITEM TYPE: Agreement - Village Board

REQUEST SUMMARY

The Village operates a supervisory control and data acquisition (SCADA) software to operate and run the Village owned potable water system and sanitary sewer collection system. This system allows all individual infrastructure sites including well houses, water pumping stations, water towers, transfer meters, and sanitary lift stations to communicate and operate as one system. This critical infrastructure control is essential in providing the residents of Hoffman Estates the uninterrupted water and sewer services they depend on. Concentric LLC is the vendor that has been a trusted partner for the Village SCADA system for years. Cyber security threats are increasing, and Village staff have placed a high level of urgency on protecting the SCADA system and critical infrastructure associated with it from potential threats. This agreement consolidates necessary software renewals and necessary cyber security measures into a single agreement that Concentric Intergration LLC will be responsible for maintaining. Included in the agreement are monthly status updates on the operation of the SCADA system along with recommended upgrades and changes.

FINANCIAL IMPACT

This project was not budgeted in the 2025 Water Fund operating budget or capital improvements plan as the included recommendations were identified after the 2025 budget was finalized. Therefore, this agreement will be funded by the water and sewer fund balance in 2025. In subsequent years this will be a budgeted expense.

RECOMMENDATION

Approval of Managed Support Agreement with Concentric Integration, LLC for SCADA system support for one year in an amount not to exceed $32,330.

ATTACHMENTS

1. Managed Support Agreement(MSA) 2025 Shortened 1.20.25
2. Concentric Terms and Conditions REVISED JD 1.24.25

Managed Support Agreement 2025

Customer: Village of Hoffman Estates, IL **Concentric Job Number:** 2401441.00

Concentric Integration, LLC (Concentric) agrees to enter into a support agreement with the Customer to provide support services based on the "Services" indicated below and in agreement with the Terms & Conditions and Service Definitions.

Services & Fees

- Fixed Fee Services indicate a fixed scope described in the attached Service Definitions. Since the scope is negotiated upfront, we can establish this price at the beginning of the contract.
- Time and Material (T&M) Services denote a variable scope determined by the Customer. T&M Services are requested on a case-by-case basis and approved by a responsible customer representative. Monthly invoices will be sent for T&M Services as they are used. Labor will be billed based on our standard hourly billing rates for actual work time performed, plus reimbursement of out-of-pocket expenses, including travel costs. Labor rates differ for Concentric staff members.
    - The hourly rate charged is the same for regular hours, after-hours, emergency service, weekends, holidays, and overtime.
    - There is no minimum call-out charge during regular business hours. A 1.0-hour minimum charge for after-hours emergency support (815-788-3600). Standard hours are M-Th 7:30 AM – 5:00 PM, and Friday from 7:30 AM – 12:30 PM, excluding major holidays.
    - Mileage for travel is billed at the IRS-approved amount as calculated from the employee's office location to the site during regular business hours or from the deployment location to the site visited for urgent service.
    - Travel time is charged at the same hourly billing rate indicated on the rate sheet.
- Please see the attached Rate Sheet for our current hourly billing rates. Please note that the rates listed on the attached rate sheet are our current rates and may increase during the project's term.

Description	Included	Fee
Fixed Fee Services		$32,330
Project Management	☒	
Proactive Maintenance	☒	
Technology & SCADA Budget Planning	☒	
Third-Party Support Renewals (included in Fixed Fee Services Cost)	☒	
T&M Support Services	☒	$
	Total Fee	**$32,330**

2025 Rate Sheet[1]

Role	Rate	Description & Typical Duties
Vice President	$260	Provides oversight & direction. Responsible for contracts, scope, and overall satisfaction.
Electrical/Automation Engineer VI	$252	Technical expert and/or lead designer/integrator who performs advanced design, programming, troubleshooting, and field activities. Provides high-level troubleshooting of complex technical issues.
Electrical/Automation Engineer V	$220	Team leader. Independently performs and coordinates advanced design, programming, troubleshooting, and field activities, as well as project management and oversight.
Electrical/Automation Engineer IV	$205	Independently performs and coordinates advanced design, programming, troubleshooting, and field activities for electrical/automation work. Can also provide project management and coordination.
Electrical/Automation Engineer III	$180	Works independently under little supervision to perform more advanced design, programming, troubleshooting, and field activities for electrical/automation work.
Electrical/Automation Engineer II	$160	Works as a team member to perform more advanced design, programming, troubleshooting, and field activities for electrical/automation work with direction from senior staff.
Electrical/Automation Engineer I	$138	Works as a team member to perform basic design, programming, troubleshooting, and field activities for electrical/automation work with direction from senior staff.
IT Consultant VI	$242	Technical expert and/or lead industrial/automation information technology designer. Responsible for commissioning, quality control, and project management. Performs and coordinates advanced design of client networks/systems.
IT Consultant V	$220	Team leader. Independently performs server, network, and desktop architecture, design, management, and oversight. High-level troubleshooting of network, security, and server technical issues. Provides project management and quality control.
IT Consultant IV	$205	Independently performs server, network, and desktop management and oversight and typical higher-level network administration duties. Can also provide project management and coordination.
IT Consultant III	$180	Works independently under little supervision to provide more advanced systems and network administration/support services, as well as PC Workstation/Server Administration services and tasks.
IT Consultant II	$160	Works as a team member to provide more advanced systems and network administration/support services, as well as PC Workstation/Server Administration services and tasks.
IT Consultant I	$138	Works as a team member to provide basic systems and network administration/support services, as well as PC Workstation/Server Administration services and tasks.
Administrative Support	$100	Coordinates purchasing and logistics/shipping for automation, controls, instrumentation, and related IT and security equipment. Prepares equipment specifications.

[1] Rates are subject to change on January 1 of each year.

Time Period and Payment

Start Date: January 1, 2025 End Date: December 31, 2025

Fixed Fee Services: Payment to be made in one payment of $32,330 upon being invoiced.

Time & Material Services: The fees for services not included in the Fixed Fee Services portion of this contract will be invoiced separately on a monthly basis as they are incurred.

Standard Terms and Conditions References

Effective Date: The Effective Date of this Proposal and the associated Standard Terms and Conditions shall be the date this Proposal is accepted as shown by Customer's dated signature.

Third-Party Materials (See Standard Terms and Conditions Paragraphs 3.2 & 8.3):

☒ DOES apply
☐ DOES NOT apply

Notices: Notices required to be provided to Customer per Paragraph 16.3 of the Standard Terms and Conditions shall be delivered to the individual and address given above unless Customer provides updated notification information to Concentric in writing.

Standard Terms and Conditions

Concentric Integration, LLC's Standard Terms and Conditions, Version 10.2 (V10.2), located at http://goconcentric.com/standard-terms/, are hereby incorporated into this Project Proposal as though fully attached hereto. By signing below, each of the undersigned represents and warrants that Concentric Integration, LLC's Standard Terms & Conditions are legal, valid, and binding obligations upon the parties for which they are the authorized representative.

Acceptance

If this agreement is acceptable, please sign one copy and return it to us. Feel free to contact me if you have any questions.

Sincerely,

CONCENTRIC INTEGRATION, LLC

Michael D. Klein, PE
President
MDK

CUSTOMER:
VILLAGE OF HOFFMAN ESTATES, IL

ACCEPTED BY: _____

TITLE: _____

DATE: _____

BILLING CONTACT: _____

STANDARD TERMS AND CONDITIONS v10.2

THESE STANDARD TERMS AND CONDITIONS APPLY TO ALL PRODUCTS AND SERVICES WHICH MAY BE PROVIDED BY CONCENTRIC INTEGRATION, LLC ("CONSULTANT"). A WRITTEN PROPOSAL, SUPPORT SERVICES AGREEMENT, WORK ORDER, OR OTHER DOCUMENT THAT REFERENCES THESE STANDARD TERMS AND CONDITIONS IS REFERRED TO AS A "SIGNED ACCEPTANCE DOCUMENT." BY EXECUTING ANY SIGNED ACCEPTANCE DOCUMENT, YOU AGREE TO BE BOUND BY THESE STANDARD TERMS AND CONDITIONS. THE SIGNED ACCEPTANCE DOCUMENT AND THESE STANDARD TERMS AND CONDITIONS COLLECTIVELY CONSTITUTE THE "AGREEMENT".

1. Definitions.

"Affiliate" of a Person means any other Person that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such Person. The term "control" (including the terms "controlled by" and "under common control with") means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person through the ownership of voting securities, by contract or otherwise/ownership of more than fifty percent (50%) of the voting securities of a Person.

"Business Day" means a day other than a Saturday, Sunday, or other day on which federal banks are authorized or required by Law to be closed for business.

"Core System" means the information technology, system, and infrastructure, including computers, software, hardware, databases, electronic systems, and networks on or with which the System is intended to be built and operate, as set forth in the Signed Acceptance Document.

"Customer" means the customer as identified on the Signed Acceptance Document.

"Customer Materials" means the specific documents and materials, including specifications, software, hardware, systems, and technologies, that are provided or made available to Consultant or any of its Subcontractors by or on behalf of Customer in connection with this Agreement.

"Deliverables" means the System, including any and all Consultant Software, Consultant Hardware, Specifications, Documentation, Third-Party Materials, and other subject matter that Consultant (a) actually provides to Customer in connection with this Agreement or (b) is required to provide to Customer under this Agreement as identified in the Signed Acceptance Document.

"Designated Site(s)" means the Customer facility or facilities identified in the Signed Acceptance Document.

"Documentation" means any and all user manuals, operating manuals, and instructions, specifications, together with other documents and materials that may be specifically identified in the Signed Acceptance Document that Consultant provides or makes available to Customer in any medium and which describe the operation, use, support, or maintenance of the System.

"Effective Date" means the date on which Customer executes the Signed Acceptance Document.

"Consultant Hardware" means any computer or other equipment or device that is proprietary to Consultant and provided to Customer hereunder.

"Consultant Materials" means the Signed Acceptance Document, the Consultant Hardware, and all other Deliverables other than Third-Party Materials, and any and all information, code, custom developed applications, data, documents, drawings, materials, inventions, technologies, ideas, concepts, processes, methodologies, know-how, works, and other subject matter, including all software, hardware, systems, methods, processes, and devices, and all specifications, descriptions, requirements, plans, and reports, that Consultant or any of its Subcontractors conceives, discovers, designs, develops, reduces to practice, prepares, makes, modifies, improves or, other than Customer Materials and Third-Party Materials, uses, exclusively or nonexclusively in connection with the Services or this Agreement.

"Consultant Personnel" means all individuals involved in the performance of Services as employees or independent contractors of Consultant or any Subcontractor.

"Consultant Software" means any and all software (including any software interface or code) that is proprietary to Consultant and provided to Customer hereunder, whether (a) without modification, (b) modified by Consultant under this Agreement, or (c) developed by Consultant specifically for Customer.

"Intellectual Property Rights" means all or any of the following: (a) patents, patent disclosures, and inventions (whether patentable or not); (b) trademarks, service marks, trade dress, trade names, logos, corporate names, and domain names, together with all of the goodwill associated therewith; (c) copyrights and copyrightable works (including computer programs), mask works, and rights in data and databases; (d) trade secrets, know-how, and other confidential information; and (e) all other intellectual property rights, in each case whether registered or unregistered and including all applications for, and renewals or extensions of, such rights, and all similar or equivalent rights or forms of protection.

"Law" means any statute, law, ordinance, regulation, rule, code, order, constitution, treaty, common law, judgment, decree, or other requirement of any federal, state, local, or foreign government or political subdivision thereof, or any arbitrator, court, or tribunal of competent jurisdiction.

"Losses" means any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees and other costs and fees incurred in enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers.

"Permitted Use" means use only by and for the benefit of Customer and solely for or in the ordinary course of Customer's internal business operations.

"Person" means an individual, corporation, partnership, joint venture, limited liability entity, governmental authority, unincorporated organization, trust, association, or other entity.

"Representatives" means, with respect to a party, that party's and its Affiliates' employees, officers, directors, consultants, agents, independent contractors, service providers, sublicensees, subcontractors, and legal advisors.

"Specifications" means the Scope of Services for the System as described in the Signed Acceptance Document.

"System" means the integrated information technology system to be designed, developed, and provided by Consultant to Customer pursuant to this Agreement.

"Third-Party Materials" means materials and information, in any form or medium, including any software (including open source software), applications, documents, data, content, specifications, products, hardware or equipment, technology, or components of or relating to the System, in any form or media in which any person or entity other than Consultant owns an interest.

2. Engagement of Consultant; General Service Obligations.

2.1 Engagement of Consultant. Customer hereby engages Consultant, and Consultant hereby accepts such engagement, to provide the Deliverables and perform the system integration and other professional services related thereto as further described in the Signed Acceptance Document (collectively, the "Services") in accordance with the Agreement.

2.2 Project Management. Each party shall, throughout the Term of the Agreement, maintain within its organization a project manager to serve as such party's primary point of contact for day-to-day communications, consultation, and decision-making regarding the Services. Each such project manager shall be responsible for providing all day-to-day consents and approvals on behalf of such party under this Agreement. Each party shall ensure its project manager has the requisite organizational authority, skill, experience, and other qualifications to perform in such capacity. If either party's project manager ceases to be employed by such party or such party otherwise wishes to replace its project manager, such party shall promptly name a new project manager by written notice to the other party.

2.3 Changes. Either party may, at any time during the Term of the Agreement, request in writing changes to the Services. The parties shall evaluate and, if agreed, implement all such changes in accordance with a written change order ("Change Order"). In the event that such changes cause an increase in Consultant's fee or time required for performance of any Services, whether or not reflected in any Change Order, an equitable adjustment shall be made and this Agreement shall be modified in writing accordingly. Consultant, in its sole and absolute discretion, may withhold the provision or delivery of any Service or Deliverable for which additional compensation will be charged until its receipt of a Change Order and

written authorization from Customer. No changes will be effective unless and until memorialized in a written Change Order signed by both parties.

2.4 Subcontractors. Consultant may from time to time in its discretion engage third parties to perform the Services (each, a "Subcontractor").

3. Services.

3.1 Services Provided. Consultant will provide to Customer the Services described in the Signed Acceptance Document in accordance with the Agreement. Consultant will use commercially reasonable efforts to meet any performance dates specified in the Signed Acceptance Document, and any such dates are estimates only.

3.2 Third-Party Materials. The System may include or operate in conjunction with Third-Party Materials. If Third-Party Materials are included in or required for use with any of the Deliverables, Consultant will indicate this in the Signed Acceptance Document, or in a subsequent written notice given in accordance with Section 16.3 below, and provide a list of such Third-Party Materials upon request. All Third-Party Materials are provided pursuant to the terms and conditions of the applicable third-party license agreement. Customer shall comply with all such third-party license agreements for which Consultant provides a copy or link, as well as any applicable third-party license agreements which are posted in the "3rd Party Terms" document at www.goconcentric.com/standard-terms.

4. Customer Obligations.

4.1 Customer Resources and Cooperation. Customer shall timely provide such cooperation and assistance as Consultant reasonably requests to enable Consultant to perform the Services in accordance with the Signed Acceptance Document, including any applicable performance dates set forth therein. Without limitation of the foregoing, Customer shall timely:

(a) perform all obligations identified as customer responsibilities in the Signed Acceptance Document;

(b) provide the Customer Materials and all such other resources as may be specified in the Signed Acceptance Document;

(c) provide Consultant Personnel with safe access to Customer's premises, the Core System and suitably qualified personnel;

(d) ensure the Core System is set up and in working order to allow Consultant to perform the Services and deliver and, where applicable, install each Deliverable in accordance with the Signed Acceptance Document;

(e) participate through suitably qualified and authorized Customer personnel in such meetings as may be scheduled by either party on at least ten (10) days' prior notice; and

(f) provide all consents, approvals, notices and other communications as required under this Agreement and, where applicable, as specified in the Signed Acceptance Document.

4.2 Effect of Customer Failure or Delay. Consultant is not responsible or liable for any late delivery or delay or failure of performance caused in whole or in part by Customer's delay in performing, or failure to perform, any of its obligations under this Agreement. In the event of any such delay or failure, Consultant may, in its sole discretion and by written notice to Customer, extend all such performance dates as Consultant deems reasonably necessary and, where applicable, amend the Signed Acceptance Document to reflect such extensions. The foregoing is in addition to, and not in lieu of, all other remedies Consultant may have for any such failure or delay by Customer.

5. Delivery; Testing and Acceptance.

5.1 Delivery. Consultant will deliver or cause to be delivered or made available to Customer each Deliverable in accordance with the Signed Acceptance Document. Except as otherwise expressly set forth in the Signed Acceptance Document, Consultant will deliver Consultant Software in binary code (object code) only. Customer acknowledges and agrees that Customer has no right or license under this Agreement to receive the source code for any Consultant Software.

5.2 Review and Acceptance. Acceptance of the Deliverables or System will be conducted as follows:

(a) Following delivery of any Deliverables provided for in a Signed Acceptance Document (including where applicable installation of the System), Customer will have fourteen (14) calendar days (the "Review Period") to thoroughly inspect and review the Deliverables and/or System and confirm that the Services have been completed in accordance with the Signed Acceptance Document (the "Project Acceptance Review"). Consultant has the right to observe or participate in all or any part of the Project Acceptance Review.

(b) Promptly upon the completion of the Project Acceptance Review, Customer shall notify Consultant in writing of its acceptance or, solely if the Project Acceptance Review identifies any material failure of the Deliverables or System to conform to the Specifications or perform in accordance with the Documentation (each, a "Nonconformity"), rejection of the Deliverables or System. Customer shall not unreasonably withhold its acceptance and shall include in any rejection notice a reasonably detailed description of the Project Acceptance Review conducted, the results thereof and each identified Nonconformity. The Deliverables or System will be deemed accepted by Customer upon the expiration of the Review Period if Customer has not delivered a notice accepting or rejecting the Deliverables or System prior to such expiration.

(c) Subject to Section 5.2(d), following receipt of a rejection notice, Consultant shall use commercially reasonable efforts to remedy the Nonconformities reported by Customer. Customer shall, at no charge to Consultant, provide all such cooperation and assistance as Consultant may reasonably request to assist Consultant's efforts to remedy Nonconformities. Upon Consultant's notice of its correction of the reported Nonconformities, Customer shall have an additional Review Period to conduct Project Acceptance Reviews to determine whether such Nonconformities have been remedied.

(d) The parties shall repeat the process set forth in Section 5.2(a) through Section 5.2(b) until Customer has accepted the Deliverables or System as set forth in Section 5.2(b), provided, however, if Customer issues more than three (3) rejection notices: (i) Customer may accept the Deliverables or System as nonconforming, in which case the parties agree to mutually negotiate any appropriate reduction in Fees to reflect the impact of the Nonconformities; or (ii) if Customer does not accept the System as nonconforming, either party may terminate this Agreement in accordance with Section 11.2(c) below.

(e) Consultant has the right to dispute, in good faith, Customer's rejection or qualified acceptance of the Deliverables or System by providing written notice to Customer of such dispute within fourteen (14) calendar days after Consultant's receipt of Customer's written notice of such rejection or qualified acceptance, as applicable. Consultant shall specify in the notice of dispute the basis of the dispute in sufficient detail to facilitate investigation by Customer and resolution by the parties. The parties shall first attempt in good faith to promptly resolve the dispute by negotiation and consultation between themselves. If the dispute is not resolved on an informal basis within ten (10) calendar days after Consultant's notice thereof, the parties shall seek to resolve the dispute pursuant to Section 11.5. Pending the resolution of such dispute, Consultant will have no obligation to correct any alleged Nonconformity or repair or replace any Deliverables.

This Section 5.2 sets forth Consultant's sole obligations and Customer's exclusive remedies for any failure of the Deliverables or System to conform to the Specifications or perform in accordance with the Documentation.

6. Maintenance and Support. During the Warranty Period, Consultant may provide Customer System maintenance and support services for an additional fee under a separate agreement executed between the Consultant and Customer.

7. Fees; Payment Terms.

7.1 Fees. Customer shall pay to Consultant the fees set forth in the Specification and Signed Acceptance Document ("Fees").

7.2 Time and Materials. Where the Services are provided on a time and materials basis:

(a) the Fees payable for the Services shall be calculated in accordance with Consultant's hourly fee rates for the Consultant Personnel set forth in the Specification and Signed Acceptance Document; and

(b) Consultant will issue invoices to Customer monthly in arrears for its Fees for time for the immediately preceding month, calculated as provided in this Section 7.2, together with a breakdown of any Reimbursable Expenses incurred during that period.

7.3 Fixed Price. Where Services are provided for a fixed price, the total Fees for the Services shall be the amount set out in the Specification and Signed Acceptance Document. The total Fees shall be paid to Consultant in installments as set out in the Specification and Signed Acceptance Document together with Customer's payment of any Reimbursable Expenses incurred by Consultant during the installment period. At the end of a period for which an installment is due under the Specification and Signed Acceptance Document, Consultant will issue invoices to Customer for the Fees and Reimbursable Expenses that are then payable for that period.

7.4 Payment Terms. Customer shall pay all Fees and Reimbursable Expenses on or prior to the due date therefor set forth in the Specification and Signed Acceptance Document or, where the Specification and Signed Acceptance Document does not specify such date, within thirty (30) days after the date of Consultant's invoice therefor. Customer shall make payments to the address or account specified in the Specification and Signed Acceptance Document or such other address or account as is specified by Consultant in writing from time to time.

7.5 Late Payment. If Customer fails to make any payment when due then, in addition to all other remedies that may be available:

(a) Consultant may charge interest on the past due amount at the rate of 1.5% per month calculated daily and compounded monthly or, if lower, the highest rate permitted under applicable Law;

(b) Customer shall reimburse Consultant for all costs incurred by Consultant in collecting any late payments or interest, including attorneys' fees, court costs and collection agency fees; and

(c) if such failure continues for ten (10) calendar days following written notice thereof, Consultant may suspend performance of the Services until all past due amounts and interest thereon have been paid, without incurring any obligation or liability to Customer or any other Person by reason of such suspension. When such default is cured by Customer, the amount to be paid for the scope of work will be equitably increased to account for Consultant's damages arising from such suspension (including without limitation demobilization and remobilization expenses and increased costs of performance) and the time for Consultant to complete the scope of work will be equitably extended to account for such suspension.

7.6 Taxes. All Fees and other amounts payable by Customer under this Agreement are exclusive of taxes and similar assessments. Customer is responsible for all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any federal, state or local governmental or regulatory authority on any amounts payable by Customer hereunder, other than any taxes imposed on Consultant's income.

7.7 No Deduction or Setoff. Customer shall pay all amounts due under this Agreement without setoff, deduction, recoupment or withholding of any kind for amounts owed or payable by Consultant whether under this Agreement, applicable Law or otherwise and whether relating to Consultant's breach, bankruptcy or otherwise.

7.8 Prompt Payment Laws. In the event of a conflict between the provisions of this Section 7 and any applicable "prompt payment" laws or regulations within the State of Illinois, including without limitation the Local Government Prompt Payment Act, 50 ILCA 505/1 and the Contractor Prompt Payment Act, 815 ILCS 603/1 (collectively the "Illinois Prompt

Payment Laws"), the provisions of the Prompt Payment Laws shall control. Consultant shall have all remedies that may be available at law, in equity, or otherwise with respect to Customer's payment obligations hereunder and pursuant to the Illinois Prompt Payment Laws.

8. Intellectual Property Rights. The following provisions shall govern all Intellectual Property Rights which may arise in the course of performing this Agreement.

8.1 Consultant Materials. All right, title, and interest in and to (a) the Consultant Materials and (b) all works, inventions and other subject matter incorporating, based on or derived from any Consultant Materials, including all customizations, enhancements, improvements and other modifications thereof (collectively, "Derivatives"), in each case (subclause (a) and subclause (b)) by whomsoever made and including all Intellectual Property Rights therein, are and will remain, as appropriate, with Consultant. Customer has no right or license with respect to any Consultant Materials or Derivatives except as expressly licensed under Section 9.1, in each case subject to Section 9.2. Consultant expressly reserves all other rights in and to the Consultant Materials and Derivatives. If Customer permits any third party to access or modify the Consultant Materials, Customer must do so pursuant to a written agreement that: (i) prohibits such third party from using, disclosing or distributing the Consultant Materials for any purpose other than as reasonably necessary to facilitate Customer's internal use of the Deliverables provided hereunder; and (ii) prohibits such third party from removing, obscuring or altering any legal notices or copyright management information included in or upon the Consultant Materials; and (iii) states that such third party shall not disassemble, decompile or "unlock", decode or otherwise reverse translate or engineer, or attempt in any manner to reconstruct or discover any source code or underlying algorithms of the Consultant Materials. Customer acknowledges that permitting a third party to modify the Consultant Materials shall void the warranty set forth in Section 12 below.

8.2 Customer Materials. As between the parties, Customer is and will remain the sole and exclusive owner of all right, title, and interest in and to the Customer Materials, including all Intellectual Property Rights therein, subject only to the license granted under Section 9.3. Customer expressly reserve all other rights in and to the Customer Materials.

8.3 Third-Party Materials. All right, title, and interest in and to the Third-Party Materials, including all Intellectual Property Rights therein, are and will remain with their respective third-party rights holders subject to the terms and conditions of the applicable third-party license agreements. Customer has no right or license with respect to any Third-Party Materials except as expressly licensed under such third-party license agreements.

(a) Reseller Products. In some cases, Consultant or its affiliated entities will act as a reseller of Third-Party Materials, which are referred to as "Reseller Products" for convenience. Customer acknowledges that Consultant may receive compensation in the form of a commission or profit share in connection with Reseller Products. All Reseller Products are warranted solely by the original manufacturer's warranty. Customer will be deemed to contract directly with the licensor or seller of any Reseller Products, and will be directly responsible for complying with any license, end user license agreement, or other terms and conditions associated with Reseller Products.

(b) Licensed Embedded Products. "Licensed Embedded Products" means any software component that is provided by Consultant from a licensed development platform utilized by Consultant. Regarding all Licensed Embedded Products, Customer will be deemed an authorized end user, and Consultant grants Customer a royalty-free, fully paid-up, non-exclusive right and license to use and execute the Licensed Embedded Products as part of the Consultant Materials and Deliverables provided hereunder or in the future. With respect to all Licensed Embedded Products, Customer agrees: (i) Customer is prohibited from distribution of the Licensed Embedded Products; (ii) all Licensed Embedded Products are warranted solely by the original manufacturer's warranty; (iii) any and all liability of Licensed Embedded Product licensors and suppliers shall be limited to the maximum extent permitted by applicable law; and (iv) Customer may not attempt to disassemble, decompile or "unlock", decode or otherwise reverse translate or engineer, or attempt in any manner to reconstruct or discover any source code or underlying algorithms of the Licensed Embedded Products. Customer agrees to review and comply with any other terms and conditions associated with Licensed Embedded Products which are posted from time to time in the "3rd Party Terms" document at www.goconcentric.com/standard-terms.

(c) Open Source Products. "Open Source Products" means any software component that is subject to any open-source copyright license agreement, including any GNU General Public License or GNU Library or Lesser Public License,

or other license agreement that substantially conforms to the Open Source Definition as prescribed by the Open Source Initiative or otherwise may require disclosure or licensing to any third party of any source code with which such software component is used or compiled. Consultant will identify any Open Source Products which are incorporated into the Consultant Materials and post or link to the applicable license agreement associated with any such Open Source Products on its website. Customer acknowledges that it has access to such information and a duty to read and comply with the applicable license agreements.

(d) No Third-Party Materials Representations or Warranties. Customer's remedies with respect to all Third-Party Materials will be limited to whatever recourse may be available against the applicable licensor thereof. Without limiting the generality of the foregoing, wherever Consultant may agree to provide configuration, installation, or deployment services relating to any Third-Party Materials, any warranties of Consultant relate to and are applicable to Consultant's Services only, not to Third-Party Materials. CONSULTANT MAKES NO REPRESENTATIONS, EXPRESS, IMPLIED OR OTHERWISE, REGARDING ANY THIRD-PARTY MATERIALS. CUSTOMER EXPRESSLY ACKNOWLEDGES AND AGREES THAT ITS USE OF THIRD-PARTY MATERIALS IS AT CUSTOMER'S SOLE RISK AND THAT THIRD-PARTY MATERIALS ARE RECOMMENDED BY CONSULTANT "AS IS" AND WITHOUT WARRANTY OF ANY KIND FROM CONSULTANT INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT.

9. Licenses.

9.1 Consultant License. Subject to and conditioned upon Customer's payment of the Fees and compliance with Section 9.2 and all other applicable provisions of this Agreement, Consultant hereby grants to Customer a fully paid-up and royalty-free, non-transferable, non-sublicensable license exercisable in perpetuity, solely: (a) to install, operate, and use the System (including Consultant Software in object code only) for the Permitted Use in the Core System at the Designated Site(s) in accordance with the Documentation; and (b) to use the Documentation and other Deliverables in connection therewith.

9.2 Consultant License Restrictions. Customer shall not, and shall not permit any other Person to, access or use any Consultant Materials except as expressly permitted by this Agreement. For purposes of clarity and without limiting the generality of the foregoing, with respect to all Consultant Materials, Customer shall not, except as this Agreement expressly permits:

(a) copy, modify or create derivative works or improvements of the Consultant Materials;

(b) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer or otherwise make available the Consultant Materials to any other Person, including through or in connection with any time-sharing, service bureau, software as a service, cloud or other technology or service;

(c) reverse engineer, disassemble, decompile, decode or otherwise attempt to derive or gain access to the source code of the Consultant Materials or any part thereof;

(d) remove, delete, alter or obscure any trademarks or any copyright, trademark, patent or other intellectual property or proprietary rights notices from any Consultant Materials, including any copy thereof;

(e) use any Consultant Materials in a manner or for any purpose that infringes, misappropriates, or otherwise violates any Law or Intellectual Property Right;

(f) use the Consultant Materials for purposes of competitive analysis of the System, the development of a competing system, product or service, or any other purpose that is to Consultant's commercial disadvantage;

(g) use any Consultant Materials in, or in association with, the design, construction, maintenance or operation of any hazardous environments, systems, or applications; or,

(h) otherwise use the Consultant Materials beyond the scope of the license granted under Section 9.1.

9.3 Customer Materials License. Customer hereby grants to Consultant a fully paid-up and royalty-free, non-exclusive right and license to use, reproduce, perform, display, distribute, modify, and create derivative works and improvements of the Customer Materials to perform the Services or to further develop and improve the Consultant Materials

as necessary or desirable to perform the Services. This license commences upon Customer's first delivery of Customer Materials to Consultant and is irrevocable and perpetual.

10. Confidentiality.

10.1 Confidential Information. In connection with this Agreement, each party (as the "Disclosing Party") may disclose or make available Confidential Information to the other party (as the "Receiving Party"). Subject to Section 10.2, "Confidential Information" means information in any form or medium (whether oral, written, electronic, or other) that the Disclosing Party considers confidential or proprietary, including information consisting of or relating to the Disclosing Party's technology, trade secrets, know-how, business operations, plans, strategies, customers, and pricing, and information with respect to which the Disclosing Party has contractual or other confidentiality obligations, whether or not marked, designated or otherwise identified as "confidential". Without limiting the foregoing, the Consultant Materials are the Confidential Information of Consultant.

10.2 Exclusions. Confidential Information does not include information that: (a) was rightfully known to the Receiving Party without restriction on use or disclosure prior to such information's being disclosed or made available to the Receiving Party in connection with this Agreement; (b) was or becomes generally known by the public other than by the Receiving Party's or any of its Representatives' noncompliance with this Agreement; (c) was or is received by the Receiving Party on a non-confidential basis from a third party that was not or is not, at the time of such receipt, under any obligation to maintain its confidentiality; or (d) the Receiving Party can demonstrate by written or other documentary records was or is independently developed by the Receiving Party without reference to or use of any Confidential Information.

10.3 Protection of Confidential Information. As a condition to being provided with any disclosure of or access to Confidential Information, the Receiving Party shall:

(a) not access or use Confidential Information other than as necessary to exercise its rights or perform its obligations under and in accordance with this Agreement;

(b) except as may be permitted by and subject to its compliance with Section 10.4, not disclose or permit access to Confidential Information other than to its Representatives who: (i) need to know such Confidential Information for purposes of the Receiving Party's exercise of its rights or performance of its obligations under and in accordance with this Agreement; (ii) have been informed of the confidential nature of the Confidential Information and the Receiving Party's obligations under this Section 10.3; and (iii) are bound by written confidentiality and restricted use obligations at least as protective of the Confidential Information as set forth in this Section 10.3.

(c) safeguard the Confidential Information from unauthorized use, access or disclosure using at least the degree of care it uses to protect its most sensitive information and in no event less than a reasonable degree of care; and

(d) ensure its Representatives' compliance, and be responsible and liable for any of its Representatives' noncompliance, with this Section 10.

10.4 Compelled Disclosures. If the Receiving Party or any of its Representatives is compelled by applicable Law to disclose any Confidential Information then, to the extent permitted by applicable Law, the Receiving Party shall: (a) promptly, and prior to such disclosure, notify the Disclosing Party in writing of such requirement so that the Disclosing Party can seek a protective order or other remedy, or waive its rights under Section 10.3; and (b) provide reasonable assistance to the Disclosing Party in opposing such disclosure or seeking a protective order or other limitations on disclosure. If the Disclosing Party waives compliance or, after providing the notice and assistance required under this Section 10.4, the Receiving Party remains required by Law to disclose any Confidential Information, the Receiving Party shall disclose only that portion of the Confidential Information that the Receiving Party is legally required to disclose.

11. Term and Termination.

11.1 Term. The term of this Agreement commences as of the Effective Date and, unless terminated earlier pursuant to any of the Agreement's express provisions, will continue in effect until the parties have performed their obligations under the Signed Acceptance Document ("Term").

11.2 Termination. In addition to any other express termination right set forth elsewhere in this Agreement:

(a) Consultant may terminate this Agreement, effective on written notice to Customer, if: (i) Customer fails to pay any amount when due hereunder, and such failure continues more than ten (10) calendar days after Consultant's delivery of written notice thereof; (ii) there have been three (3) or more such payment failures in the preceding twelve (12) month period, regardless of whether any such failures were timely cured; or (iii) Customer breaches any of its obligations under Section 9.2 (License Restrictions) or Section 10 (Confidentiality).

(b) Either party may terminate this Agreement effective on written notice to the other party if the other party materially breaches this Agreement through no fault of the terminating party, and such breach: (i) is incapable of cure; or (ii) being capable of cure, remains uncured thirty (30) calendar days after the non-breaching party provides the breaching party with written notice of such breach.

(c) If the System cannot be installed and made fully operational, and either party reasonably determines that the System cannot be made to function properly, such party may terminate this Agreement upon written notice to the other party. In the event of such termination, all Fees accrued through the date of termination shall be due upon such termination.

(d) Either party may terminate this Agreement, effective immediately, if the other party: (i) is dissolved or liquidated or takes any corporate action for such purpose; (ii) becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due; (iii) files or has filed against it a petition for voluntary or involuntary bankruptcy or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency Law; (iv) makes or seeks to make a general assignment for the benefit of its creditors; or (v) applies for or has appointed a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.

11.3 Effect of Termination Pursuant to Section 11.2. Upon any expiration or termination of this Agreement:

(a) Consultant shall immediately cease all use of and within five (5) days deliver to Customer, or, if return is impractical, shall destroy, all documents and tangible materials containing, reflecting, incorporating or based on the Customer Materials or Customer's Confidential Information; provided, however, that Consultant may retain one archival copy of the Customer Materials and Customer's Confidential Information to the extent Consultant requires or will require such Customer Materials or Confidential Information to meet its internal recordkeeping requirements or perform any of its obligations or exercise any of its rights or licenses under any surviving provisions of this Agreement.

(b) Customer shall (i) immediately cease all use of and within five (5) days deliver to Consultant, or at Consultant's written request destroy, all documents and tangible materials containing, reflecting, incorporating, or based on the Consultant Materials or Consultant's other Confidential Information; and (ii) permanently erase the Consultant Materials and Consultant's other Confidential Information from its computer systems, except, in each case, to the extent that Customer requires or will require such Consultant Materials or Consultant's Confidential Information to perform any of its obligations or exercise any of its rights or licenses under any surviving provisions of this Agreement.

(c) If Customer terminates this Agreement pursuant to Sections 11.2(b) or (c), Customer will be relieved of any obligation to pay any Fees hereunder for Services and Deliverables that Consultant has not provided as of the effective date of termination and Consultant will refund to Customer Fees paid in advance for such Services and Deliverables.

(d) If Consultant terminates this Agreement pursuant to Sections 11.2(a), (b), or (c), Customer shall pay all previously-accrued but not yet paid Fees and Reimbursable Expenses through the effective date of termination, on receipt of Consultant's invoice therefor.

(e) If Consultant terminates this Agreement, all licenses granted to Customer under this Agreement will also automatically and immediately terminate on the effective date of such termination.

(f) Customer shall certify to Consultant in a notarized written instrument signed by Customer's duly authorized executive officer that it has complied with the requirements of this Section 11.3.

11.4 Surviving Provisions. The provisions set forth in the following Sections, and any other right or obligation of the parties in this Agreement that, by its nature, should survive termination or expiration of this Agreement, will survive any

expiration or termination of this Agreement: Section 8, Section 9.1, Section 9.2, Section 9.3, Section 10, Section 11.3, this Section 11.4, Section 12, Section 13, Section 14, Section 15, and Section 16.

11.5 Dispute Resolution. Any dispute arising out of or relating to this Agreement, including the alleged breach, termination, validity, interpretation and performance thereof ("Dispute") shall be resolved with the following procedures:

(a) Negotiation. Upon written notice of any Dispute, the parties shall attempt to resolve it promptly by negotiation between executives who have authority to settle the Dispute and this process should be completed within thirty (30) calendar days (the "Negotiation").

(b) Mediation. If the dispute has not been resolved by negotiation in accordance with Section 11.5(a), then the parties shall proceed to mediation unless the parties at the time of the dispute agree to a different timeframe. A "Notice of Mediation" shall be served, signifying that the Negotiation was not successful and to commence the mediation process. The parties shall agree on a mediator; however, if they cannot agree within fourteen (14) calendar days then Customer and Consultant shall each select a mediator and such mediators shall together unanimously select a neutral mediator who shall conduct the mediation. The mediation session shall be held within forty-five (45) days of the retention of the mediator, and last for at least one (1) full mediation day, before any party has the option to withdraw from the process. The parties may agree to continue the mediation process beyond one (1) day, until there is a settlement agreement, or the mediator states that there is no reason to continue because of an impasse that cannot be overcome and sends a "notice of termination of mediation." All reasonable efforts will be made to complete the mediation within thirty (30) days of the first mediation session.

During the course of the mediation, no party can assert the failure to fully comply with Section 11.5(a) as a reason not to proceed or to delay the mediation. The service of the Notice of Mediation shall stay the running of any applicable statute of limitations regarding the Dispute until thirty (30) days after the parties agree that the mediation is concluded or the mediator issues a Notice of Impasse. Each side shall bear an equal share of the mediation costs unless the parties agree otherwise.

All communications, both written and oral, during the parties' efforts under Sections 11.5(a) and 11.5(b) are confidential and shall be treated as settlement negotiations for purposes of applicable rules of evidence; however, documents generated in the ordinary course of business prior to the Dispute, that would otherwise be discoverable, do not become confidential simply because they are used in the Negotiation and/or Mediation process. The process shall be confidential based on terms acceptable to the mediator and/or mediation service provider.

12. Representations and Warranties.

12.1 Mutual Representations and Warranties. Each party represents and warrants to the other party that:

(a) it is a duly organized, validly existing, and in good standing as a corporation or other entity under the Laws of the jurisdiction of its incorporation or other organization;

(b) it has the full right, power, and authority to enter into, and to perform its obligations and grant the rights and licenses it grants or is required to grant under, this Agreement;

(c) the execution of this Agreement by its representative whose signature is set forth at the end of this Agreement has been duly authorized by all necessary corporate or organizational action of such party; and

(d) when executed and delivered by both parties, this Agreement will constitute the legal, valid, and binding obligation of such party, enforceable against such party in accordance with its provisions.

12.2 Additional Consultant Representations and Warranties; Limited Remedy.

(a) Consultant represents and warrants to Customer that Consultant will perform the Services using personnel of required skill, experience, and qualifications and in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services and will devote adequate resources to meet its obligations under this Agreement.

(b) Consultant warrants that for twelve (12) months following Customer's acceptance of the System pursuant to Section 5.2, as installed in the Core System and used in accordance with the Documentation, the System will in all material respects function and otherwise be in conformity with the Specifications. In the event of Consultant's breach of the foregoing warranty, Consultant's sole and exclusive obligation and liability and Customer's sole and exclusive remedy shall be as follows:

(i) Consultant shall use commercially reasonable efforts to cure such breach by either the repair or replacement of the defective Consultant Material without cost to the Customer, provided that Customer had not altered the System in any way and has maintained the System in accordance with Consultant's recommendations; further provided that, if Consultant cannot cure such breach within a reasonable time (but no more than sixty (60) days) after Customer's written notice of such breach, either party may, at its option, terminate the Agreement effective immediately upon written notice to the other party.

(ii) Consultant shall not be in breach of its warranty under this Section 12.2(b), and the foregoing remedy shall not be available, unless Customer provides written notice of such breach within twenty (20) calendar days of its discovery of such defect or failure and in no event later than twelve (12) months after Customer's acceptance or deemed acceptance of the System.

(iii) In no event will Consultant be responsible for (a) any modifications to any Consultant Materials or Deliverables made by anyone other than Consultant; (b) damages caused by misuse, improper operation, or improper or insufficient maintenance of any Consultant Materials or Deliverables; (c) normal wear and tear; (d) any data loss or corruption or personal information data breach; or (e) any alleged defects in any Consultant Materials or Deliverables that arise from Consultant's compliance with designs or other criteria or requirements provided by or through Customer.

(c) Any claim arising out of or in connection with this Agreement or its subject matter must be filed within twelve (12) months after the Customer's acceptance or deemed acceptance of the System or be permanently barred.

12.3 Additional Customer Representations and Warranties. Customer represents, warrants, and covenants to Consultant that Customer owns or otherwise has and will have the necessary rights and consents in and relating to the Customer Materials so that, as received by Consultant and used in accordance with this Agreement, they do not and will not infringe, misappropriate or otherwise violate any Intellectual Property Rights of any third party or violate any applicable Law.

12.4 DISCLAIMER OF WARRANTIES. EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN SECTION 12.1 AND SECTION 12.2, THE SYSTEM AND ALL SERVICES AND WORK PRODUCT ARE PROVIDED "AS IS" AND CONSULTANT HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHER, AND CONSULTANT SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE OR TRADE PRACTICE. WITHOUT LIMITING THE FOREGOING, CONSULTANT MAKES NO WARRANTY OF ANY KIND THAT THE SYSTEM OR ANY OTHER WORK PRODUCT, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET CUSTOMER'S OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM OR OTHER SERVICES (EXCEPT IF AND TO THE EXTENT EXPRESSLY SET FORTH IN THE SPECIFICATIONS), OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE OR ERROR FREE. ALL THIRD-PARTY MATERIALS ARE PROVIDED "AS IS" AND ANY REPRESENTATION OR WARRANTY OF OR CONCERNING ANY THIRD-PARTY MATERIALS IS STRICTLY BETWEEN CUSTOMER AND THE THIRD-PARTY OWNER OR DISTRIBUTOR OF THE THIRD-PARTY MATERIALS.

13. Insurance. At all times during the Term of the Agreement, Consultant shall procure and maintain insurance of the following policy limits:

Workers Compensation: Statutory Limits

Excess Umbrella Liability: $10,000,000 per claim and aggregate

General Liability: $1,000,000 per claim
$2,000,000 aggregate

Professional Liability: $5,000,000 per claim
$10,000,000 aggregate

Automobile Liability: $1,000,000 combined single limit

14. Limitations of Liability.

14.1 EXCLUSION OF DAMAGES. IN NO EVENT WILL CONSULTANT OR ANY OF ITS LICENSORS, SERVICE PROVIDERS OR SUPPLIERS BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ITS SUBJECT MATTER UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, FOR ANY: (a) LOSS OF PRODUCTION, USE, BUSINESS, REVENUE, OR PROFIT OR LOSS OF DATA OR DIMINUTION IN VALUE; (b) USE, QUALITY, OR PERFORMANCE OF THE SYSTEM, SYSTEM COMPONENTS, OR OTHER DELIVERABLES OTHER THAN AS EXPRESSLY SPECIFIED IN THE SPECIFICATIONS, DOCUMENTATION, OR THIS AGREEMENT, INCLUDING ANY INABILITY TO USE OR NON-PERFORMANCE OF THE SYSTEM, IN WHOLE OR IN PART; OR (c) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES, IN EACH CASE REGARDLESS OF WHETHER SUCH PERSONS WERE ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

14.2 CAP ON MONETARY LIABILITY. IN NO EVENT WILL THE COLLECTIVE AGGREGATE LIABILITY OF CONSULTANT AND ITS LICENSORS, SUBCONTRACTORS, SERVICE PROVIDERS AND SUPPLIERS UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ITS SUBJECT MATTER, UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY AND OTHERWISE, EXCEED THE FOLLOWING (WHICHEVER IS GREATER): (A) THE AMOUNT PAID BY CUSTOMER TO CONSULTANT PURSUANT TO THIS AGREEMENT IN THE TWELVE (12) MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM; OR, (B) IF THE COLLECTIVE AGGREGATE LIABILITY IS INSURED IN WHOLE OR IN PART, THE AGGREGATE AMOUNT RECOVERED BY CONSULTANT FROM ANY INSURERS OF THE LIABILITY. THE FOREGOING LIMITATION APPLIES NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

14.3 Customer acknowledges and agrees that the parties entered into the Agreement in reliance upon the limitations of liability set forth in Section 14, that the same reflect an allocation of risk between the parties (including the risk that a contract remedy may fail of its essential purpose and cause consequential loss), and that the same form an essential basis of the bargain between the parties.

15. Force Majeure. In no event will either party be liable or responsible to the other party, or be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any portion of this Agreement, (except for any confidentiality or payment obligations), when and to the extent such failure or delay is caused by any circumstances beyond such party's reasonable control (a "Force Majeure Event"), including acts of God, flood, fire, lightning, earthquake or explosion, war, terrorism, invasion, riot or other civil unrest, embargoes or blockades in effect on or after the date of this Agreement, national or regional emergency, strikes, labor stoppages or slowdowns or other industrial disturbances, passage of Law or any action taken by a governmental or public authority, including imposing an embargo, export or import restriction, quota, or other restriction or prohibition or any complete or partial government shutdown, or national or regional shortage of adequate power or telecommunications or transportation. Either party may terminate this Agreement if a Force Majeure Event continues substantially uninterrupted for a period of thirty (30) calendar days or more. In the event of any failure or delay caused by a Force Majeure Event, the affected party shall give prompt notice to the other party, stating the period of time the occurrence is expected to continue and use diligent efforts to end the failure or delay and minimize the effects of such Force Majeure Event.

16. Miscellaneous.

16.1 Further Assurances. Upon a party's reasonable request, the other party shall, at the requesting party's sole cost and expense, execute and deliver all such documents and instruments, and take all such further actions, necessary to give full effect to this Agreement.

16.2 Relationship of the Parties. The relationship between the parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture, or other form of joint enterprise, employment, or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

16.3 Notices. All notices, requests, consents, claims, demands, waivers, and other communications under this Agreement have binding legal effect only if in writing and addressed to a party as follows (or to such other address or such other person that such party may designate from time to time in accordance with this Section 16.3):

If to Consultant:	Concentric Integration, LLC 8678 Ridgefield Rd. Crystal Lake, IL 60012 Attn: Mike Klein Facsimile: (815) 455-0450 E-mail: mklein@goconcentric.com
If to Customer:	At the addresses and to the attention as specified in the Signed Acceptance Document.

Notices sent in accordance with this Section 16.3 will be deemed effectively given: (a) when received, if delivered by hand, with signed confirmation of receipt; (b) when received, if sent by a nationally recognized overnight courier, signature required; (c) when sent, if by facsimile or e-mail, (in each case, with confirmation of transmission), if sent during the addressee's normal business hours, and on the next business day, if sent after the addressee's normal business hours; and (d) on the third (3rd) day after the date mailed by certified or registered mail, return receipt requested, postage prepaid.

16.4 Interpretation. For purposes of this Agreement, (a) the words "include," "includes" and "including" are deemed to be followed by the words "without limitation;" (b) the word "or" is not exclusive; (c) the words "herein," "hereof," "hereby," "hereto" and "hereunder" refer to this Agreement as a whole; (d) words denoting the singular have a comparable meaning when used in the plural, and vice-versa; and (e) words denoting any gender include all genders. The parties intend this Agreement to be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. Any exhibits, attachments, and riders referred to herein are an integral part of this Agreement to the same extent as if they were set forth verbatim herein. The headings in this Agreement are for reference only and do not affect the interpretation of this Agreement.

16.5 Entire Agreement; Amendment and Modification; Waiver. This Agreement, together with any other documents incorporated herein by reference, constitutes the sole and entire agreement of the parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter. No amendment to or modification of this Agreement is effective unless it is in writing and signed by each party. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege

16.6 Assignment. Customer shall not assign or otherwise transfer any of its rights, or delegate or otherwise transfer any of its obligations or performance, under this Agreement, in each case whether voluntarily, involuntarily, by operation of law, or otherwise, without Consultant's prior written consent. No delegation or other transfer will relieve Customer of any of its obligations or performance under this Agreement. Any purported assignment, delegation, or transfer in violation of this Section 16.6 is void. This Agreement is binding upon and inures to the benefit of the parties hereto and their respective permitted successors and assigns.

16.7 No Third-Party Beneficiaries. This Agreement is for the sole benefit of the parties hereto and their respective permitted successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other Person any legal or equitable right, benefit, or remedy of any nature whatsoever, under or by reason of this Agreement.

16.8 Severability. If any provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement or invalidate or render unenforceable such provision in any other jurisdiction. Upon such determination that any provision is invalid, illegal, or unenforceable, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of

the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

16.9 Governing Law; Submission to Jurisdiction. This Agreement is governed by and construed in accordance with the internal laws of the State of Illinois without giving effect to any choice or conflict of law provision or rule that would require or permit the application of the laws of any jurisdiction other than those of the State of Illinois. Any legal suit, action or proceeding arising out of or related to this Agreement or its subject matter shall be instituted exclusively in the federal courts of the United States or the courts of the State of Illinois in each case located in or having jurisdiction over Cook County, Illinois, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding. Service of process, summons, notice, or other document by mail to such party's address set forth herein shall be effective service of process for any suit, action, or other proceeding brought in any such court.

16.10 Waiver of Jury Trial. EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY THAT MAY ARISE UNDER THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND, THEREFORE, EACH SUCH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

16.11 Equitable Relief. Each party acknowledges and agrees that a breach or threatened breach by such party of any of its obligations under Sections 8, 9, or 10, would cause the other party irreparable harm for which monetary damages would not be an adequate remedy and agrees that, in the event of such breach or threatened breach, the other party shall not be required to submit itself to the Dispute Resolution process set forth in Section 11.5 and will be entitled to equitable relief, including a restraining order, an injunction, specific performance, and any other relief that may be available from any court, without any requirement to post a bond or other security, or to prove actual damages or that monetary damages are not an adequate remedy. Such remedies are not exclusive and are in addition to all other remedies that may be available at law, in equity, or otherwise.

16.12 Counterparts. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. A signed copy of the Agreement delivered by facsimile, e-mail, or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

AGENDA ITEM REPORT

Village Board of Trustees
February 3, 2025
ITEM 5G

REQUEST: Authorization to:

a. waive formal bidding (due to sole source); and
b. purchase water meters from Water Resources of Elgin, IL in an amount not to exceed $78,000.

FROM: Casey Wintz, Customer Service and FAST Supervisor
Joseph Nebel, Public Works Director

ITEM TYPE: Contract - Village Board

REQUEST SUMMARY

The Village installs Neptune manufactured water meters in all homes and businesses. Along with Neptune meter interface units (MIUs), these devices function with the Neptune 360 software service to conduct meter reads and collect other account information. Water Resources is the sole supplier of Neptune water meters in the region. Historically, pricing provided by Water Resources is valid for the entire year. However, due to recent market and supply chain volatility, unit pricing may occasionally be updated throughout the year. A chart detailing the current pricing is attached.

Requested funding will primarily be used for the following:

1. Purchase and maintenance of residential water meters installed in newly constructed homes, an estimated cost of $20,000 in 2025.

2. Purchase and maintenance of commercial water meters including new construction, replacement of existing meters, and repair parts. Due to the larger size of these meters, typically 2” to 4” but occasionally larger, replacement and maintenance is often more expensive than residential meters. The estimated cost for commercial meters in 2025 is $35,000.

FINANCIAL IMPACT

There is $78,000 in the 2025 Capital Improvements Program – Water Fund allocated for water meter purchase. Due to potential mid-year increases in unit pricing, staff recommends approving the full budgeted amount to accommodate this uncertainty. The

cost of purchasing water meters, residential and commercial, is fully reimbursed to the Village through the permitting process.

RECOMMENDATION

Authorization to:

a. waive formal bidding (due to sole source); and
b. purchase water meters from Water Resources of Elgin, IL in an amount not to exceed $78,000.

ATTACHMENTS

1. SKM_C360i24123008001

WATER RESOURCES

December 30, 2024

Village of Hoffman Estates
2305 Pembroke Avenue
Hoffman Estates, IL 60195

Attention: Kevin McGraw

We are pleased to submit prices covering the Neptune product line for the Village of Hoffman Estates. These prices will be in effect from January 1, 2025 through March 31, 2025. It has been our pleasure serving the Village these past years and we look forward to furnishing your future meter needs.

Very Truly Yours,

Michael D. Pedone

Michael D. Pedone
Water Resources Inc.

MDP/jg

390 Sadler Avenue
Elgin, IL 60120
(p) 847.742.3400
(f) 847.742.3700

www.water-resources.net

WATER RESOURCES

Village of Hoffman Estates (Q1 2025 Meter Prices)

Meters	**Price (Ea.)**
5/8" x ¾" Mach 10 Meters Gallons Standalone (pit set)	$ 206.00
3/4" Mach 10 Meters Gallons Standalone (pit set)	$ 222.00
1" Mach 10 Meters Gallons Standalone (pit set)	$ 282.00
11/2" x 13" Mach 10 Meters Gallons Standalone (pit set)	$ 740.00
2" x 15.25" Mach 10 Meters Gallons Standalone (pit set)	$ 872.00
Commercial & Industrial (C&I) Mach 10 Meters	
3" x 12" or 3" x 17" Mach 10 Meters Standalone Gallons (pit set)	$2848.00
4" x 14" or 4" x 20" Mach 10 Meters Standalone Gallons (pit set)	$3695.00
6" x 18" or 6" x 24" Mach 10 Meters Standalone Gallons (pit set)	$6170.00
8" x 20" Mach 10 Meters Standalone Gallons (pit set)	$9175.00
10" x 26" Mach 10 Meters Standalone Gallons (pit set)	$11,465.00
12" x 19.7" Mach 10 Meters Standalone Gallons (pit set)	$13,310.00

RF MIU's		**Price (Ea.)**
R900 MIU's	(wall version, V4)	$ 128.50
R900 MIU's	(V4 - pit version, 6 foot wire lead)	$ 165.00
R900 MIU's	(V4 – pit version, 25 foot wire lead)	$ 174.00

390 Sadler Avenue
Elgin, IL 60120
(p) 847.742.3400
(f) 847.742.3700

www.water-resources.net

AGENDA ITEM REPORT

Village Board of Trustees
February 3, 2025
ITEM 5H

REQUEST: Authorization to:

a. waive formal bidding (due to cooperative purchasing); and
b. purchase one trailer mounted Vermeer Model BC1800 Brush/Branch Chipper through Vermeer Midwest, Inc., Aurora, IL (Sourcewell Cooperative Purchasing Program) in an amount not to exceed $121,178.

FROM: Joe Capiga, Supervisor Fleet Services
Joseph Nebel, Public Works Director

ITEM TYPE: Contract - Village Board

REQUEST SUMMARY

The FY2025 budget includes a new brusher/chipper for the forestry division of public works. The department has been pleased with the perfromance of its existing chipper from Vermeer, Inc., which was purchased in 2008. As such, we are looking to purchase the same unit for replacement. The crew is especially satisfied with a safety feature this equipment possesses that has vertical infeed rollers which permit branch feeding without side to side kickback which is known to occur on models with horizontal infeed rollers. This item was sourced through the the Sourcewell Cooperative Purchasing Program which has already competitively priced this ensuring favorable pricing for the Village.

FINANCIAL IMPACT

There is $110,000 in the FY 2025 budget for this equipment replacement. Due to increasing manufacturing/material costs, the cost of the equipment exceeds the budget by $11,178. This overage will be covered by General Fund reserves.

RECOMMENDATION

Authorization to:

a. waive formal bidding (due to cooperative purchasing); and
b. purchase one trailer mounted Vermeer Model BC1800 Brush/Branch Chipper through Vermeer Midwest, Inc., Aurora, IL (Sourcewell Cooperative Purchasing Program) in an amount not to exceed $121,178.

ATTACHMENTS

1. Hoffman-BC1800XL-2025

2801 Beverly Drive
Aurora, IL 60502
630-820-3030
www.vermeermidwest.com

1/7/2025

Quote #: Q-31230-1
PO #:

Bill To:
Village of Hoffman Estates
Joe Capiga
1900 Hassell Road
Hoffman Estates, IL 60169
847-843-4802

Ship To:
Village of Hoffman Estates
Joe Capiga
1900 Hassell Road
Hoffman Estates, IL 60169
847-843-4802

Please see below SOURCEWELL Pricing:

1 New 2024 Vermeer BC1800XL **$119,928.00**

~ 173 HP John Deere Turbo Diesel Tier4F Engine
~ **19" Capacity Drum Chipper** with 20"x 24" Infeed Opening
~ Manual adjustable Chip Chute and rotation
~ Hydraulic Winch Option with interlock safety system with 150' Rope and choker chain
~ EcoIdle Engine Control system~Automatically lowers engine RPM if material is not being chipped. ~ Four sided square anvil/ bedknife
~ High Coolant Temperature and Low Oil Pressure Automatic Shutdown
~ Transport Length 177", Width 78.5", Height 107"
~ 35 Gallon Fuel Tank, 12 Gallon Hydraulic Tank
~ Infeed safety system with dual reset
~ Heavy Duty Hydraulic Jack Stand
~ Patented Vermeer Smartfeed System
~ Infeed Rate is 0~117 fpm~ 10,000 lbs. Rubber Torsion Axle
~ LT235/75R17.5 Load Range J Standard Tires, Electric Brakes with Breakaway Switch
~ 13" Spring Loaded Autoclutch, Which Can only be Engaged at Low rpm
~ 36" Wide Cutter Drum with 4 ~ 5.5" x 10" Dual Edged Chipper Knives
~ Upper and lower feed stop bar for safety
~ 1 year/1,000 Hour Parts and Labor Standard Vermeer Warranty
~2 Year Engine Manufacture's Warranty
~ 3 year/3,000 Hour Extended Limited Warranty on Chipping Drum

Untaxed Machine	**$119,928.00**
Freight and Prep	**$1,250.00**
Grand Total	**$121,178.00**
----------	**----------**
Total Due	**$121,178.00**
----------	**----------**

Initials: _____

Quote #:Q-31230

Finance Options with Approved Credit

Payment Details	Monthly Payment
Approximate payment on 60 months based on $0 down	$2,438.18

Additional Options

Quantity	Product Name	Net Total	Additional Price Per Month
1.00	**CONFIDENCE PLUS 2 YRS (BC1800XL)-PREMIUM COV W/M	$9,196.00	$184.27

CONFIDENCE PLUS PACKAGE
~ 2nd Year Warranty Coverage with NO HOUR RESTRICTIONS on your Vermeer Equipment Components. Engine Warranty Not Included.
PLANNED MAINTENANCE
~ Includes the first 4 Service Intervals at 250/500/750/1000 hours.
TRAVEL/DIAGNOSTICS
~ Travel and Diagnostics charge May Apply Confidence Plus term

Proposal good for 30 days; we reserve the right at any time prior to acceptance to revoke this quotation.

Accepted by: _____ Date: _____

Thank you for your consideration.

Sincerely,

Kyle Cline
kyle.cline@vermeermidwest.com

Initials: _____ Quote #:Q-31230

AGENDA ITEM REPORT

Village Board of Trustees
February 3, 2025
ITEM 5I

REQUEST: Authorization to enter into a software agreement for public safety advanced scheduling software for both the fire and police departments with PACE Scheduler, Naperville, IL, for a three year term in an amount not to exceed $57,900.

FROM: Kasia Cawley, Police Chief

ITEM TYPE: Agreement - Village Board

REQUEST SUMMARY

As you know, the Village recently approved a contract with BSA and Andrews Technology for new time and attendance software for non-union and public works employees. After normal due dilligence, it was determined that due to the uniqueness of public safety shift scheduling and a more complex payroll process, a more specialized advanced scheduling software was needed.

The advanced scheduling software currently used by the police and fire departments is unable to provide a seamless integration with payroll. The goal was to procure a solution which offered functionality to run daily operations and seamlessly integrate with BS&A payroll modules to provide a more efficient solution.

Pace Scheduler, a local company in Naperville, IL, has extensive experience working with public safety departments. Their advanced scheduling software has been attested to by multiple references to have optimized functionality, integrate with BS&A payroll module, and provide excellent customer and technical support. After attending product demonstrations, staff is highly confident in this solution to meet our goals and recommends its purchase.

FINANCIAL IMPACT

The cost of each of the recommended agreements are listed per department. Pace offers a multi-year subscription to lock in current pricing if paid up front.

Police 1st Year Subscription with SSO	$12,000
Fire 1st Year Subscription with SSO	$7,300

3-Year Subscription	$57,900
Total Cost for both Departments	

RECOMMENDATION

Authorization to enter into a software agreement for public safety advanced scheduling software for both the fire and police departments with PACE Scheduler, Naperville, IL, for a three year term in an amount not to exceed $57,900.

ATTACHMENTS

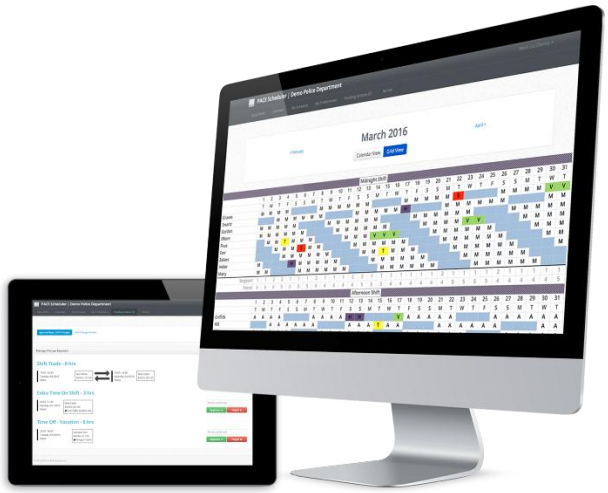
1. Hoffman Estates IL PD Pace Proposal 12-26-24 Pace Signed
2. Hoffman Estates IL FD Pace Proposal 12-26-24 Pace Signed

SCHEDULER
Scheduling, Simplified.

Pace Scheduler Proposal

HOFFMAN ESTATES POLICE DEPARTMENT
DEPUTY CHIEF JAMES THOMAS
411 W. HIGGINS RD.
HOFFMAN ESTATES, IL 60169

Frank Provenzano
12-26-2024



OVERVIEW

Dear Deputy Chief Thomas,

Thank you for taking the time to view a demonstration of our scheduling software. Based on our discussion during the demo, we hope you agree that the software will be an excellent fit for your department.

Our system will allow you to quickly and easily:

- Create schedules utilizing our permanent shift and customized rotation patterns and populate schedules for any schedule period you choose (ex. 3 months, 6 months, year, indefinitely)
- Easily identify and fill staffing deficits
- Automate the vacation bidding process
- Manage on-the-fly schedule changes
- Notify and let officers sign up for available extra-duty or open-shift overtime
- Send unlimited email and/or text alerts and messages to your staff
- Handle time off/overtime requests electronically, all backed by a full audit trail and extremely robust reporting.
- Track benefit time
- Quickly assign beats/areas/sectors and equipment needed for them.
- Ease the burden on your payroll/admin staff by allowing us to create an export for your payroll system at no charge to you.

Our extensive experience working with police departments has allowed us to optimize our onboarding and training processes to ensure a successful and smooth transition to our software. You can rest assured that the Pace Team is with you every step of the way!

Sincerely,

Frank Provenzano

Business Development

Pace Scheduler

SCOPE OF SERVICES

The Pace Scheduler software is an advanced scheduling solution built specifically for the unique needs of law enforcement. It is an online-hosted solution, which allows users 24-7 access anywhere they have an active internet connection. The site is scalable and fully functional on any modern device (tablet, phone, laptop, PC, etc.).

The software is based on a yearly subscription model and includes the following:

- 13 Month first-year term (extra month to cover the setup/onboarding process)
- Site hosting, Maintenance, Standard Updates, and bug fixes.
- Unlimited Phone and Email Support (M-F, 8A-5P, NBD response)
- Initial Online Training for Admins, Supervisors, and Regular Users
- Unlimited Text/Email Messaging and Alerts
- Any New Standard Pace Planned Features Released as Part of the Core Software
- Unlimited Storage of Client Scheduling Data (data is never deleted)
- Custom Export to Payroll Software (if applicable)

Any additional features/needs requiring custom development will be reviewed by the development team for feasibility, a clearly written scope defined, and will be quoted separately.

ONBOARDING PROCEDURE

Upon purchasing Pace Scheduler, you will receive a welcome email requesting the following:

- Fill out Google Sheet – details what info we need from you to setup your site, along with examples
- Provide 1-2 months of your current schedule
- Provide current roster in specified format
- Identify who will be the Pace "Project Lead" and "Co-Lead" for your department – these will be the Pace Scheduler experts from your department who will be the main POC.

ONBOARDING ESTIMATED TIMEFRAME

The timeline below is merely an estimate and is dependent on many factors including, but not limited to department size, when data is received, client availability and responsiveness, and client scheduled "go-live" date.

Phase	Timeframe
Data Collection	Weeks 1-2
Site Setup	Weeks 3-4
Review and Training	Week 5-6
GO LIVE	Weeks 6-7
Custom Payroll Reports	TBD

TERMS AND CONDITIONS

PACE SCHEDULER SERVICES AND SUPPORT

Subject to the terms of this Agreement, Company (Pace Scheduler) will use commercially reasonable efforts to provide Customer the Services as agreed upon. As part of the setup process, Customer will identify the key admin level user who will be the go-to contact person when the Pace Scheduler team needs to contact Company.

RESTRICTIONS AND RESPONSIBILITIES

Customer will not, directly or indirectly: reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas, know-how or algorithms relevant to the Services or any software, documentation or data related to the Services ("Software"); modify, translate, or create derivative works based on the Services or any Software (except to the extent expressly permitted by Company or authorized within the Services); use the Services or any Software for timesharing or service bureau purposes or otherwise for the benefit of a third party; or remove any proprietary notices or labels.

Further, Customer may not remove or export from the United States or allow the export or re-export of the Services, Software or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign agency or authority. As defined in FAR section 2.101, the Software and documentation are "commercial items" and according to DFAR section 252.227-7014(a)(1) and (5) are deemed to be "commercial computer software" and "commercial computer software documentation." Consistent with DFAR section 227.7202 and FAR section 12.212, any use modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by Customer will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.

Customer represents, covenants, and warrants that Customer will use the Services only in compliance with Company's standard published Term of Service and all applicable laws and regulations. Customer hereby agrees to indemnify and hold harmless Company against any damages, losses, liabilities, settlements and expenses (including without limitation costs and attorneys' fees) in connection with any claim or action that arises from an alleged violation of the foregoing. Although Company has no obligation to monitor Customer's use of the Services, Company may do so and may prohibit any use of the Services it believes may be (or alleged to be) in violation of the foregoing.

Customer consents on behalf of all its users to receive automated text messages related to the software's functionality. These messages may include notifications, alerts, and reminders. Standard message and data rates may apply. Users can opt out individually by replying "STOP" to any message. Customer is responsible for updating Pace Scheduler with any changes to its users' mobile numbers. Company is not liable for delayed, undelivered, or compromised messages.

Customer shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Services, including, without limitation, modems, hardware, servers, software, operating systems, networking, web servers and the like (collectively, "Equipment"). Customer shall also be responsible for maintaining the security of the Equipment, Customer account, passwords (including but not limited to administrative and user passwords) and files, and for all uses of Customer account or the Equipment with or without Customer's knowledge or consent.

CONFIDENTIALITY; PROPRIETARY RIGHTS

Each party (the "Receiving Party") understands that the other party (the "Disclosing Party") has disclosed or may disclose business, technical or financial information relating to the Disclosing Party's business (hereinafter referred to as "Proprietary Information" of the Disclosing Party). Proprietary Information of Company includes non-public information regarding features, functionality and performance of the Service. Proprietary Information of Customer includes non-public data provided by Customer to Company to enable the provision of the Services ("Customer Data"). The Receiving Party agrees: (i) to take reasonable precautions to protect such Proprietary Information, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any such Proprietary Information. The Disclosing Party agrees that the foregoing shall not apply with respect to any information after five (5) years following the disclosure thereof or any information that the Receiving Party can document (a) is or becomes generally available to the public, or (b) was in its possession or known by it prior to receipt from the Disclosing Party, or (c) was rightfully disclosed to it without restriction by a third party, or (d) was independently developed without use of any Proprietary Information of the Disclosing Party or (e) is required to be disclosed by law.

Customer shall own all right, title and interest in and to the Customer Data. Company shall own and retain all right, title and interest in and to (a) the Services and Software, all improvements, enhancements or modifications thereto, (b) any software, applications, inventions or other technology developed in

connection with Implementation Services or support, and (c) all intellectual property rights related to any of the foregoing.

Notwithstanding anything to the contrary, Company shall have the right to collect and analyze data and other information relating to the provision, use and performance of various aspects of the Services and related systems and technologies (including, without limitation, information concerning Customer Data and data derived therefrom), and Company will be free (during and after the term hereof) to use such information and data to improve and enhance the Services and for other development, diagnostic and corrective purposes in connection with the Services and other Company offerings. No rights or licenses are granted except as expressly set forth herein.

Notwithstanding anything in this Agreement to the contrary, it is the express intention of the parties to this Agreement that all right, title and interest of whatever nature in the Company's user manuals, training materials, all computer software, report formats, together with all subsequent versions, enhancements and supplements to said software and written materials, all copyright rights (including both source and object code) and all oral or written information relating to the Company's software or written materials conveyed in confidence by the Company pursuant to this Agreement which is not generally known to the public and which give the Company an advantage over their respective competitors who do not know or use such information, and all other forms of intellectual property of whatever nature is and shall remain the sole and exclusive property of the Company and shall not be exploited by the Customer, except as expressly set forth herein.

Nothing in this section shall be construed as a limitation on Customer's ability to comply with legal proceedings or a request made pursuant to the Illinois Freedom of Information Act.

PAYMENT OF FEES

Customer will pay Company the applicable fees described in the Order Form for the Services and Custom Implementation Services in accordance with the terms therein (the "Fees"). If Customer's use of the Services exceeds the Service Capacity set forth on the Order Form or otherwise requires the payment of additional fees (per the terms of this Agreement), Customer shall be billed for such usage and Customer agrees to pay the additional fees in the manner provided herein. Company reserves the right to change the Fees or applicable charges and to institute new charges and Fees upon thirty (30) days prior notice to Customer (which may be sent by email). Customer shall have the right after any change of fees to cancel this Agreement without penalty no later than 60 days after receiving notification of the fee change. If Customer believes that Company has billed Customer incorrectly, Customer must contact Company no later than 60 days after the closing date on the first billing statement in which the error or problem appeared, in order to receive an adjustment or credit. Inquiries should be directed to Company's customer support department.

Company will bill customer via an invoice. Full payment for invoices issued in any given month must be received by Company thirty (30) days after the mailing date of the invoice. Unpaid amounts are subject to a finance charge of 1.5% per month on any outstanding balance, or the maximum permitted by law, whichever is lower, plus all expenses of collection and may result in immediate termination of Service. Customer shall be responsible for all taxes associated with Services other than U.S. taxes based on Company's net income.

TERM AND TERMINATION

Subject to earlier termination as provided below, this Agreement shall be automatically renewed for additional one year periods unless either party requests termination at least thirty (30) days prior to the end of the then-current term.

In addition to any other remedies it may have, either party may also terminate this Agreement upon thirty (30) days' notice (or without notice in the case of nonpayment), if the other party materially breaches any of the terms or conditions of this Agreement. Customer will pay in full for the Services up to and including the last day on which the Services are provided. All sections of this Agreement which by their nature should survive termination will survive termination, including, without limitation, accrued rights to payment, confidentiality obligations, warranty disclaimers, and limitations of liability.

WARRANTY, MAINTENANCE, AND DISCLAIMER

Company shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services and shall perform the Implementation Services in a professional and workmanlike manner. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Company or by third-party providers, or because of other causes beyond Company's reasonable control, but Company shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption. HOWEVER, COMPANY DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES AND IMPLEMENTATION SERVICES ARE PROVIDED "AS IS" AND COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS

FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

LIMITATION OF LIABILITY

NOTWITHSTANDING ANYTHING TO THE CONTRARY, EXCEPT FOR BODILY INJURY OF A PERSON, COMPANY AND ITS SUPPLIERS (INCLUDING BUT NOT LIMITED TO ALL EQUIPMENT AND TECHNOLOGY SUPPLIERS), OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, OR NEGLIGENCE THEORY,: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY OR CORRUPTION OF DATA OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; OR (C) FOR ANY MATTER BEYOND COMPANY'S REASONABLE CONTROL.

MISCELLANEOUS

If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable. This Agreement is not assignable, transferable or sub licensable by Customer except with Company's prior written consent. Company may transfer and assign any of its rights and obligations under this Agreement without consent. This Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed by both parties, except as otherwise provided herein. No agency, partnership, joint venture, or employment is created as a result of this Agreement and Customer does not have any authority of any kind to bind Company in any respect whatsoever. In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover costs and attorneys' fees. All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by facsimile or e-mail; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested. This Agreement shall be governed by the laws of the State of Illinois without regard to its conflict of laws provisions.

SECURITY STATEMENT

The Pace Scheduler is a cloud based software solution, which therefore poses little risk to any internal IT networks. Further, no highly sensitive data is stored anywhere within the Pace Scheduler databases. We do not collect social security numbers, payment information, health information, or external passwords. For all of the data that we do collect, we keep it secure in the following ways:

The Pace Scheduler uses 256-bit secure sockets layer encryption for all communications with our servers.

All data is password protected and multiple security and permission layers are enforced at the application level to ensure only the proper users view the data they are entitled to view. Passwords are encrypted using the PBKDF2 algorithm with a SHA256 hash, a password stretching mechanism recommended by NIST. This means even members of the Pace Scheduler development team cannot gain access to a user's password.

The data is physically stored on the highly secured AWS technology infrastructure. The AWS data center operations have been accredited under ISO 27001, SOC 1 and SOC 2/SSAE 16/ISAE 3402 (Previously SAS 70 Type II), PCI Level 1, FISMA Moderate, Sarbanes-Oxley (SOX). These centers also provide environmental/disaster safeguards, network security safeguards, and system security safeguards that all comply with industry standards.

Database backups are taken and stored at regular intervals, no less than once per day, and are also stored within the secure AWS technology infrastructure. Every change to your data is written to write-ahead logs, which are shipped to multi-datacenter, high-durability storage. In the unlikely event of unrecoverable hardware failure, these logs can be automatically 'replayed' to recover the database to within seconds of its last known state.

UPTIME AND AVAILABILITY

Uptime

The Pace Scheduler application is hosted on Amazon Web Services servers, which guarantees a 99.99% uptime. To date, Pace Scheduler has kept a historical 99.996% uptime (including both planned and un-planned outages), while frequently releasing features and making many improvements on the application.

Scheduled Maintenance

When Pace releases new functionality that may require downtime, releases updates to existing features that may require downtime, or needs to bring the website down for maintenance for any other reason, Pace will schedule these updates or outages between 12:00AM CST and 5:00AM CST unless extenuating circumstances exist. Releases that require 0 seconds of downtime may happen at alternate times. During the vast majority of releases there will be no downtime. The reason for scheduling certain releases in the night is to ensure that if downtime happens it will not affect users during normal business hours. There may occasionally be exceptions when the Pace team may need to do maintenance during business hours, and in these instances the Pace Scheduler team will communicate as appropriate to any affected clients.

SUPPORT TERMS

Company will provide Technical Support to Customer via both telephone and electronic mail on weekdays during the hours of 9:00 am through 5:00 pm US/Central time, with the exclusion of Federal Holidays ("**Support Hours**").

Customer may initiate a helpdesk ticket during Support Hours by calling 630-395-2185 or any time by emailing support@pacescheduler.com.

Company will use commercially reasonable efforts to respond to all Helpdesk tickets within one (1) business day.

SCHEDULER
Scheduling, Simplified.

PRICING AND FEES

PACE SCHEDULER
2040 CORPORATE LANE
NAPERVILLE, IL 60563

DATE: December 26, 2024
QUOTATION #: HOF20241226
QUOTE VALID UNTIL: March 26, 2025

BILL TO:
HOFFMAN ESTATES POLICE DEPARTMENT
DEPUTY CHIEF JAMES THOMAS
411 W. HIGGINS RD.
HOFFMAN ESTATES, IL 60169

DESCRIPTION	TYPE OF FEE	TOTAL
General Software License Fee - up to 150 Users	Yearly Recurring	$9,600.00
Setup Fee	One-time	~~($500.00)~~ WAIVED
Barcoding Fee	Yearly Recurring	$960.00

COST BREAKDOWN:

DESCRIPTION	TOTAL
YEARLY RECURRING TOTAL FEES	$9,600.00
ONE-TIME FEES	NONE
FIRST YEAR TOTAL	$10,560.00*

Please check the option below to add Single Sign On (SSO) through Microsoft Azure to your subscription:

_____ SSO Pricing for above stated user count: $1,440.00/Year ($12,000.00 subscription total per year with SSO)

*Pace Scheduler offers a satisfaction guarantee, whereby once your full team has attended and completed all training and onboarding meetings, and are using the system and considered live, if you are dissatisfied with the product during the initial term, Pace will prorate and refund the unused portion of your first subscription year. Refund does not include any custom development fees.

* Purchase a multi-year subscription in order to lock in your current pricing with no increases throughout the multi-year subscription contract.

Please check an option below if you would like to take advantage of a multi-year subscription agreement:

_____ 2 Year _____ 3 Year _____ 4 Year _____ 5 Year

Payment is due upfront for selected number of years in order to take advantage of this offer.

EXHIBIT A

Custom Implementation Services

Custom Implementation Services: Pace will use commercially reasonable efforts to provide Customer the additional services and/or functionality described here in Exhibit A (hereafter referred to as Custom Implementation Services), and Customer shall pay Company the Custom Implementation Fee in accordance with the terms herein.

This exhibit describes all items that go beyond the scope of the core Pace Scheduler program and are therefore considered to be Custom Implementation Services:

- N/A. Customer did not request any Custom Implementation Services in this contract.

PACE SCHEDULER SERVICES AGREEMENT
QUOTATION #: HOF20241226

This Pace Scheduler Services Agreement ("Agreement") is entered into on _____(the "Effective Date") between Pace Systems, Inc. with a place of business at 2040 Corporate Lane, Naperville, IL 60563 ("Company"), and the Customer listed above ("Customer"). This Agreement includes and incorporates the proposal in its entirety, as well as the stated Terms and Conditions and contains, among other things, warranty disclaimers, liability limitations and use limitations. There shall be no force or effect to any different terms of any related purchase order or similar form even if signed by the parties after the date hereof.

Customer acknowledges and agrees to payment being due upfront and within 30 days of receipt of Pace Scheduler invoice.

Pace Systems, Inc.:

Signature: Frank Provenzano

Name: Frank Provenzano

Title: National Account Manager

Date: 01/02/25

Customer:

Signature: _____

Name: _____

Title: _____

Date: _____

PO# (If Applicable): _____

SCHEDULER
Scheduling, Simplified.

CLIENT BILLING INFORMATION

Date: _____

Company Information

Company Name:		*Company Address:*	
City:	*State:*	*Zip Code:*	
Phone Number:	*Fax Number:*	*Website:*	
Company Contact:	*Title:*	*Phone Number:*	

Tax Exempt? ☐ Yes ☐ No

FEIN#: _____

Accounting Contact

Name:	*Phone:*	*Email:*

_____

Authorized Signature Title Date

PLEASE EMAIL A COPY OF YOUR COMPLETED W9 FORM TO YOUR ACCOUNT MANAGER

In order to move forward, we will need the following from you:

1. Copy of signed Proposal
2. Completed Client Billing Information (see Page 12)
3. PO (if you use them)
4. Tax Exempt Certificate
5. Completed W9 Form
6. Full contact information (name, phone, email) for the following:
    - **Project Lead**
    - **Co-Lead**
    - **Head of Department** - (this person will be copied on correspondence and progress)
    - **Payroll Contact** – Person who manages the payroll software (if you want us to build a payroll export)

The Project Lead/Co-Lead will be the main points of contact for us, will fill out the information we need to setup your new site, and will be the driving force at your department to get everyone on board.

Once we receive the above information, we will send out a welcome email within 24 hours to the Project Lead and Co-Lead.

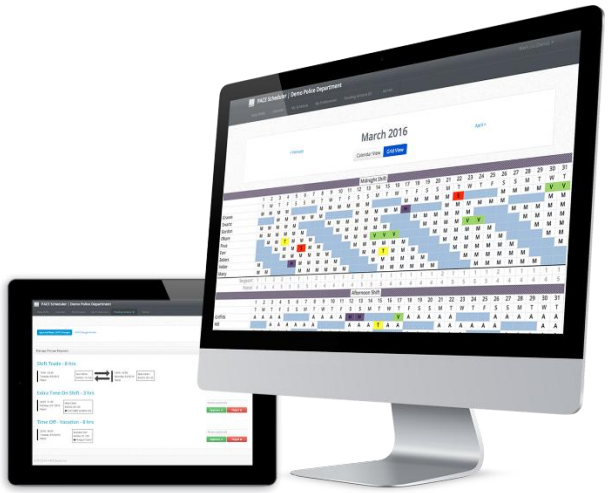
The welcome email will detail the information we need from you in order to setup your site. Once you receive it, please **do not** fill anything out until we have had a chance to review it together. This reduces the chance of errors, which may delay the building of your new Pace Scheduler site.

SCHEDULER
Scheduling, Simplified.

Pace Scheduler Proposal

HOFFMAN ESTATES FIRE DEPARTMENT
CHIEF ALAN WAX
1900 HASSELL RD.
HOFFMAN ESTATES, IL 60195

Frank Provenzano
12-26-2024



OVERVIEW

Dear Chief Wax,

Thank you for taking the time to view a demonstration of our scheduling software. Based on our discussion during the demo, we hope you agree that the software will be an excellent fit for your department.

Our system will allow you to quickly and easily:

- Create schedules utilizing our permanent shift and customized rotation patterns and populate schedules for any schedule period you choose (ex. 3 months, 6 months, year, indefinitely). We also have excellent electronic shift and vacation bidding features to make creating schedules even more seamless.
- Easily identify and fill staffing deficits
- Manage on-the-fly schedule changes
- Notify and let staff sign up for available extra-duty or open-shift overtime
- Send unlimited email and/or text alerts and messages to your staff
- Handle time off/overtime requests electronically, all backed by a full audit trail and extremely robust reporting.
- Track benefit time
- Use assignments to coordinate your staff's responsibilities.
- Ease the burden on your payroll/admin staff by allowing us to create an export for your payroll system at no charge to you.

Our extensive experience working with first responders has allowed us to optimize our onboarding and training processes to ensure a successful and smooth transition to our software. You can rest assured that the Pace Team is with you every step of the way!

Sincerely,

Frank Provenzano

National Account Manager

Pace Scheduler

SCOPE OF SERVICES

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TERMS AND CONDITIONS

PACE SCHEDULER SERVICES AND SUPPORT

Subject to the terms of this Agreement, Company (Pace Scheduler) will use commercially reasonable efforts to provide Customer the Services as agreed upon. As part of the setup process, Customer will identify the key admin level user who will be the go-to contact person when the Pace Scheduler team needs to contact Company.

RESTRICTIONS AND RESPONSIBILITIES

Customer will not, directly or indirectly: reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas, know-how or algorithms relevant to the Services or any software, documentation or data related to the Services ("Software"); modify, translate, or create derivative works based on the Services or any Software (except to the extent expressly permitted by Company or authorized within the Services); use the Services or any Software for timesharing or service bureau purposes or otherwise for the benefit of a third party; or remove any proprietary notices or labels.

Further, Customer may not remove or export from the United States or allow the export or re-export of the Services, Software or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign agency or authority. As defined in FAR section 2.101, the Software and documentation are "commercial items" and according to DFAR section 252.227-7014(a)(1) and (5) are deemed to be "commercial computer software" and "commercial computer software documentation." Consistent with DFAR section 227.7202 and FAR section 12.212, any use modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by Customer will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.

Customer represents, covenants, and warrants that Customer will use the Services only in compliance with Company's standard published Term of Service and all applicable laws and regulations. Customer hereby agrees to indemnify and hold harmless Company against any damages, losses, liabilities, settlements and expenses (including without limitation costs and attorneys' fees) in connection with any claim or action that arises from an alleged violation of the foregoing. Although Company has no obligation to monitor Customer's use of the Services, Company may do so and may prohibit any use of the Services it believes may be (or alleged to be) in violation of the foregoing.

Customer consents on behalf of all its users to receive automated text messages related to the software's functionality. These messages may include notifications, alerts, and reminders. Standard message and data rates may apply. Users can opt out individually by replying "STOP" to any message. Customer is responsible for updating Pace Scheduler with any changes to its users' mobile numbers. Company is not liable for delayed, undelivered, or compromised messages.

Customer shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Services, including, without limitation, modems, hardware, servers, software, operating systems, networking, web servers and the like (collectively, "Equipment"). Customer shall also be responsible for maintaining the security of the Equipment, Customer account, passwords (including but not limited to administrative and user passwords) and files, and for all uses of Customer account or the Equipment with or without Customer's knowledge or consent.

CONFIDENTIALITY; PROPRIETARY RIGHTS

Each party (the "Receiving Party") understands that the other party (the "Disclosing Party") has disclosed or may disclose business, technical or financial information relating to the Disclosing Party's business (hereinafter referred to as "Proprietary Information" of the Disclosing Party). Proprietary Information of Company includes non-public information regarding features, functionality and performance of the Service. Proprietary Information of Customer includes non-public data provided by Customer to Company to enable the provision of the Services ("Customer Data"). The Receiving Party agrees: (i) to take reasonable precautions to protect such Proprietary Information, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any such Proprietary Information. The Disclosing Party agrees that the foregoing shall not apply with respect to any information after five (5) years following the disclosure thereof or any information that the Receiving Party can document (a) is or becomes generally available to the public, or (b) was in its possession or known by it prior to receipt from the Disclosing Party, or (c) was rightfully disclosed to it without restriction by a third party, or (d) was independently developed without use of any Proprietary Information of the Disclosing Party or (e) is required to be disclosed by law.

Customer shall own all right, title and interest in and to the Customer Data. Company shall own and retain all right, title and interest in and to (a) the Services and Software, all improvements, enhancements or modifications thereto, (b) any software, applications, inventions or other technology developed in

connection with Implementation Services or support, and (c) all intellectual property rights related to any of the foregoing.

Notwithstanding anything to the contrary, Company shall have the right to collect and analyze data and other information relating to the provision, use and performance of various aspects of the Services and related systems and technologies (including, without limitation, information concerning Customer Data and data derived therefrom), and Company will be free (during and after the term hereof) to use such information and data to improve and enhance the Services and for other development, diagnostic and corrective purposes in connection with the Services and other Company offerings. No rights or licenses are granted except as expressly set forth herein.

Notwithstanding anything in this Agreement to the contrary, it is the express intention of the parties to this Agreement that all right, title and interest of whatever nature in the Company's user manuals, training materials, all computer software, report formats, together with all subsequent versions, enhancements and supplements to said software and written materials, all copyright rights (including both source and object code) and all oral or written information relating to the Company's software or written materials conveyed in confidence by the Company pursuant to this Agreement which is not generally known to the public and which give the Company an advantage over their respective competitors who do not know or use such information, and all other forms of intellectual property of whatever nature is and shall remain the sole and exclusive property of the Company and shall not be exploited by the Customer, except as expressly set forth herein.

Nothing in this section shall be construed as a limitation on Customer's ability to comply with legal proceedings or a request made pursuant to the Illinois Freedom of Information Act.

PAYMENT OF FEES

Customer will pay Company the applicable fees described in the Order Form for the Services and Custom Implementation Services in accordance with the terms therein (the "Fees"). If Customer's use of the Services exceeds the Service Capacity set forth on the Order Form or otherwise requires the payment of additional fees (per the terms of this Agreement), Customer shall be billed for such usage and Customer agrees to pay the additional fees in the manner provided herein. Company reserves the right to change the Fees or applicable charges and to institute new charges and Fees upon thirty (30) days prior notice to Customer (which may be sent by email). Customer shall have the right after any change of fees to cancel this Agreement without penalty no later than 60 days after receiving notification of the fee change. If Customer believes that Company has billed Customer incorrectly, Customer must contact Company no later than 60 days after the closing date on the first billing statement in which the error or problem appeared, in order to receive an adjustment or credit. Inquiries should be directed to Company's customer support department.

Company will bill customer via an invoice. Full payment for invoices issued in any given month must be received by Company thirty (30) days after the mailing date of the invoice. Unpaid amounts are subject to a finance charge of 1.5% per month on any outstanding balance, or the maximum permitted by law, whichever is lower, plus all expenses of collection and may result in immediate termination of Service. Customer shall be responsible for all taxes associated with Services other than U.S. taxes based on Company's net income.

TERM AND TERMINATION

Subject to earlier termination as provided below, this Agreement shall be automatically renewed for additional one year unless either party requests termination at least thirty (30) days prior to the end of the then-current term.

In addition to any other remedies it may have, either party may also terminate this Agreement upon thirty (30) days' notice (or without notice in the case of nonpayment), if the other party materially breaches any of the terms or conditions of this Agreement. Customer will pay in full for the Services up to and including the last day on which the Services are provided. All sections of this Agreement which by their nature should survive termination will survive termination, including, without limitation, accrued rights to payment, confidentiality obligations, warranty disclaimers, and limitations of liability.

WARRANTY, MAINTENANCE, AND DISCLAIMER

Company shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services and shall perform the Implementation Services in a professional and workmanlike manner. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Company or by third-party providers, or because of other causes beyond Company's reasonable control, but Company shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption. HOWEVER, COMPANY DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES AND IMPLEMENTATION SERVICES ARE PROVIDED "AS IS" AND COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS

FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

LIMITATION OF LIABILITY

NOTWITHSTANDING ANYTHING TO THE CONTRARY, EXCEPT FOR BODILY INJURY OF A PERSON, COMPANY AND ITS SUPPLIERS (INCLUDING BUT NOT LIMITED TO ALL EQUIPMENT AND TECHNOLOGY SUPPLIERS), OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, OR NEGLIGENCE THEORY,: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY OR CORRUPTION OF DATA OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; OR (C) FOR ANY MATTER BEYOND COMPANY'S REASONABLE CONTROL.

MISCELLANEOUS

If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable. This Agreement is not assignable, transferable or sub licensable by Customer except with Company's prior written consent. Company may transfer and assign any of its rights and obligations under this Agreement without consent. This Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed by both parties, except as otherwise provided herein. No agency, partnership, joint venture, or employment is created as a result of this Agreement and Customer does not have any authority of any kind to bind Company in any respect whatsoever. In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover costs and attorneys' fees. All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by facsimile or e-mail; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested. This Agreement shall be governed by the laws of the State of Illinois without regard to its conflict of laws provisions.

SECURITY STATEMENT

The Pace Scheduler is a cloud based software solution which therefore poses little risk to any internal IT networks. Further, no highly sensitive data is stored anywhere within the Pace Scheduler databases. We do not collect social security numbers, payment information, health information, or external passwords. For all of the data that we do collect, we keep it secure in the following ways:

The Pace Scheduler uses 256-bit secure sockets layer encryption for all communications with our servers.

All data is password protected and multiple security and permission layers are enforced at the application level to ensure only the proper users view the data they are entitled to view. Passwords are encrypted using the PBKDF2 algorithm with a SHA256 hash, a password stretching mechanism recommended by NIST. This means even members of the Pace Scheduler development team cannot gain access to a user's password.

The data is physically stored on the highly secured AWS technology infrastructure. The AWS data center operations have been accredited under ISO 27001, SOC 1 and SOC 2/SSAE 16/ISAE 3402 (Previously SAS 70 Type II), PCI Level 1, FISMA Moderate, Sarbanes-Oxley (SOX). These centers also provide environmental/disaster safeguards, network security safeguards, and system security safeguards that all comply with industry standards.

Database backups are taken and stored at regular intervals, no less than once per day, and are also stored within the secure AWS technology infrastructure. Every change to your data is written to write-ahead logs, which are shipped to multi-datacenter, high-durability storage. In the unlikely event of unrecoverable hardware failure, these logs can be automatically 'replayed' to recover the database to within seconds of its last known state.

UPTIME AND AVAILABILITY

Uptime

The Pace Scheduler application is hosted on Amazon Web Services servers, which guarantees a 99.99% uptime. To date, Pace Scheduler has kept a historical 99.996% uptime (including both planned and un-planned outages), while frequently releasing features and making many improvements on the application.

Scheduled Maintenance

When Pace releases new functionality that may require downtime, releases updates to existing features that may require downtime, or needs to bring the website down for maintenance for any other reason, Pace will schedule these updates or outages between 12:00AM CST and 5:00AM CST unless extenuating circumstances exist. Releases that require 0 seconds of downtime may happen at alternate times. During the vast majority of releases there will be no downtime. The reason for scheduling certain releases in the night is to ensure that if downtime happens it will not affect users during normal business hours. There may occasionally be exceptions when the Pace team may need to do maintenance during business hours, and in these instances the Pace Scheduler team will communicate as appropriate to any affected clients.

SUPPORT TERMS

Company will provide Technical Support to Customer via both telephone and electronic mail on weekdays during the hours of 9:00 am through 5:00 pm US/Central time, with the exclusion of Federal Holidays ("**Support Hours**").

Customer may initiate a helpdesk ticket during Support Hours by calling 630-395-2185 or any time by emailing support@pacescheduler.com.

Company will use commercially reasonable efforts to respond to all Helpdesk tickets within one (1) business day.

SCHEDULER
Scheduling, Simplified.

PRICING AND FEES

PACE SCHEDULER		**DATE:**	December 26, 2024
2040 CORPORATE LANE		**QUOTATION #:**	HOFFD20241226
NAPERVILLE, IL 60563		***QUOTE VALID UNTIL:***	March 26, 2025

BILL TO:
HOFFMAN ESTATES FIRE DEPARTMENT
CHIEF ALAN WAX
1900 HASSELL RD.
HOFFMAN ESTATES, IL 60195

DESCRIPTION	TYPE OF FEE	TOTAL
General Software License Fee - up to 100 Users	Yearly Recurring	$6,350.00
Setup Fee	One-time	~~($500.00)~~ WAIVED

COST BREAKDOWN:

DESCRIPTION	TOTAL
YEARLY RECURRING TOTAL FEES	$6,350.00
ONE-TIME FEES	NONE
FIRST YEAR TOTAL	$6,350.00*

Please check the option below to add Single Sign On (SSO) through Microsoft Azure to your subscription:

_____ SSO Pricing for above stated user count: $950.00/Year ($7,300.00 subscription total per year with SSO)

*Pace Scheduler offers a satisfaction guarantee, whereby once your full team has attended and completed all training and onboarding meetings, and are using the system and considered live, if you are dissatisfied with the product during the initial term, Pace will prorate and refund the unused portion of your first subscription year. Refund does not include any custom development fees.

* Purchase a multi-year subscription in order to lock in your current pricing with no increases throughout the multi-year subscription contract.

Please check an option below if you would like to take advantage of a multi-year subscription agreement:

_____ 2 Year _____ 3 Year _____ 4 Year _____ 5 Year

Payment is due upfront for selected number of years in order to take advantage of this offer.

EXHIBIT A

Custom Implementation Services

Custom Implementation Services: Pace will use commercially reasonable efforts to provide Customer the additional services and/or functionality described here in Exhibit A (hereafter referred to as Custom Implementation Services), and Customer shall pay Company the Custom Implementation Fee in accordance with the terms herein.

This exhibit describes all items that go beyond the scope of the core Pace Scheduler program and are therefore considered to be Custom Implementation Services:

- N/A. Customer did not request any Custom Implementation Services in this contract.

PACE SCHEDULER SERVICES AGREEMENT
QUOTATION #: HOFFD20241226

This Pace Scheduler Services Agreement ("Agreement") is entered into on _____(the "Effective Date") between Pace Systems, Inc. with a place of business at 2040 Corporate Lane, Naperville, IL 60563 ("Company"), and the Customer listed above ("Customer"). This Agreement includes and incorporates the proposal in its entirety, as well as the stated Terms and Conditions and contains, among other things, warranty disclaimers, liability limitations and use limitations. There shall be no force or effect to any different terms of any related purchase order or similar form even if signed by the parties after the date hereof.

Customer acknowledges and agrees to payment being due upfront and within 30 days of receipt of Pace Scheduler invoice.

Pace Systems, Inc.:

Signature: Frank Provenzano

Name: Frank Provenzano

Title: National Account Manager

Date: 01/02/25

Customer:

Signature: _____

Name: _____

Title: _____

Date: _____

PO# (If Applicable): _____

SCHEDULER
Scheduling, Simplified.

CLIENT BILLING INFORMATION

Date: _____

Company Information

Company Name:	*Company Address:*	
City:	*State:*	*Zip Code:*
Phone Number:	*Fax Number:*	*Website:*
Company Contact:	*Title:*	*Phone Number:*

Tax Exempt? ☐ Yes ☐ No

FEIN#: _____

Accounting Contact

Name:	*Phone:*	*Email:*

_____

Authorized Signature Title Date

PLEASE EMAIL A COPY OF YOUR COMPLETED W9 FORM TO YOUR ACCOUNT MANAGER

In order to move forward, we will need the following from you:

1. Copy of signed Proposal
2. Completed Client Billing Information (see Page 12)
3. PO (if you use them)
4. Tax Exempt Certificate
5. Completed W9 Form
6. Full contact information (name, phone, email) for the following:
    - **Project Lead**
    - **Co-Lead**
    - **Head of Department** - (this person will be copied on correspondence and progress)
    - **Payroll Contact** – Person who manages the payroll software (if you want us to build a payroll export)

The Project Lead/Co-Lead will be the main points of contact for us, will fill out the information we need to setup your new site, and will be the driving force at your department to get everyone on board.

Once we receive the above information, we will send out a welcome email within 24 hours to the Project Lead and Co-Lead.

The welcome email will detail the information we need from you in order to setup your site. Once you receive it, please **do not** fill anything out until we have had a chance to review it together. This reduces the chance of errors, which may delay the building of your new Pace Scheduler site.

AGENDA ITEM REPORT

Village Board of Trustees
February 3, 2025
ITEM 5J

REQUEST: Authorization to:

a. waive formal bidding; and
b. order seven (7) 2025 Ford Explorer Interceptor Utility vehicles as optioned, from Friendly Ford of Roselle, Illinois (low bid) not to exceed a total cost of $330,946.21.

FROM: Kasia Cawley, Police Chief

ITEM TYPE: Contract - Village Board

REQUEST SUMMARY

To request authorization to waive formal bidding and purchase seven (7) 2025 Ford Interceptor Utility Vehicles.

Service and products are offered through the State of Illinois Joint Purchasing Program or Suburban Purchasing Cooperative in providing the purchasing government agency with the lowest costs based on volume discounting. Both the State of Illinois Joint Purchasing and Suburban Purchasing Cooperative currently offer a 2025 Ford Explorer Interceptor Utility vehicle. The State's purchasing contract offers a 2025 Ford Explorer Interceptor Utility through Sutton Ford of Matteson, IL., at $49,577.00 as optioned. Suburban Purchasing Cooperative offers a 2025 Ford Explorer Interceptor Utility through Currie Motors of Frankfort, Illinois priced at $47,677.00 as optioned. An additional quote was received from Friendly Ford of Roselle, IL. at $47,278.03 as optioned.

Our request includes the cost of the vehicles and any factory, or dealer related costs only. The lowest priced vehicle is offered from Friendly Ford of Roselle, which the Village has purchased vehicles from previously. The seven (7) vehicles we are requesting will consist of four (4) Patrol vehicles, one (1) Investigations vehicle, one (1) Traffic vehicle, and one (1) Admin vehicle.

FINANCIAL IMPACT

There is sufficient funding in the FY2025 budget to fund these seven (7) vehicles.

RECOMMENDATION

Request authorization to waive formal bidding and order seven (7) 2025 Ford Explorer Interceptor Utility vehicles as optioned, from Friendly Ford of Roselle, Illinois (low bid) not to exceed a total cost of $330,946.21.

ATTACHMENTS

1. Suburban Purchasing Cooperative Pricing 2025

SPC
SUBURBAN PURCHASING
COOPERATIVE

2025 Ford Utility Interceptor
Contract #204

$47,615.00

As optioned:
$47,677.00

Currie Motors Fleet

Nice People to do Business With!

Production Begins May 2024

Hybrid Motors are Late Availability

2025 Model Year is Allocation Based upon Sales History and Subject to Commodity Restrictions

2025 Ford Utility Interceptor

$47,615.00

Standard Features

MECHANICAL •3.3L Police-Calibrated V6 Direct-Injection Hybrid Engine System –Standard •AWD Drivetrain Transmission – 10-speed automatic, police calibrated •Lithium-Ion Battery Pack •Brakes – Police calibrated high-performance regenerative braking system(Hybrid Only) • 4-Wheel heavy-duty disc w/heavy-duty front and rear calipers •Brake Rotors – large mass for high thermal capacity and calipers with large swept area. •Electric Power-Assist Steering (EPAS) – Heavy-Duty •DC/DC converter – 220-Amp •Cooling System – Heavy-duty, Engine oil cooler and transmission oil cooler •Engine Idle Hour Meter •Powertrain mounts – Heavy-Duty •Class III Trailer Hitch Receiver and (2) recovery hooks • Class III Trailer Tow Lighting Package •Wheels— Heavy-duty steel, vented with center cap— Full size spare tire w/TPMS •50-State Emissions System • H8 AGM Battery • **Engine Idle Control** •Manual Police Pursuit Mode

EXTERIOR •Antenna, Roof-mounted •Cladding – Lower body-side cladding •Door Handles – Black •Exhaust, True Dual • **Daytime Running Lamps – Configurable ON/OFF through instrument cluster** •Door-Lock Cylinders (Front Driver / Passenger / Lift-gate) •Glass – 2nd Row, Rear Quarter and Lift-gate Privacy Glass • Grille – Black •Headlamps – Automatic, LED Low-and-High-Beam •Lift-gate – Manual 1-Piece – Fixed Glass w/Door-Lock Cylinder• Mirrors – **Black Caps Power Electric Remote Heated Manual Folding with Integrated Spotter** •Spare – Full size 18" Tire w/TPMS •Spoiler – Painted Black• Lift-gate Handle •Tail lamps – LED •Tires – 255/60R18 A/S BSW •Wheel-Lip Molding – Black •Wheels – 18" x 8.0 painted black steel with polished stainless steel hub cover •Windshield – Acoustic Laminated •**Unity LED Drivers Spot Light** •**Rear Tail Light Housing**

INTERIOR/COMFORT •Cargo Hooks in cargo area •Climate Control – Dual-Zone Electronic Automatic Temperature Control •Door-Locks— Power • **Rear-Door Handles and Locks In-Operable** •Fixed Pedals (Driver Dead Pedal)• Floor – Heavy-Duty Thermoplastic Elastomer •Glove Box – Locking/non-illuminated •Grab Handles •Heated Sanitization Solution •**Lift gate Release Switch located in overhead console (45 second timeout feature)**•Lighting— Overhead Console— Red/White Task Lighting in Overhead Console— 3rd row overhead map light •Mirror – Day/night Rear View •Particulate Air Filter• Power points – (1) First Row •Rear-door closeout panels •Rear-window Defrost •Scuff Plates – Front & Rear •Seats— 1st Row Police Grade Cloth Trim, Dual Front Buckets with reduced bolsters — 1st Row – Driver 6-way lower track (fore/aft. Up/down, tilt with manual recline, 2-way manual lumbar) — 1st Row – passenger 2-way manual track (fore/aft. with manual recline) — Built-in steel intrusion plates in both driver/passenger seatbacks — 2nd Row Vinyl, 35/30/35 Split Bench Seat (manual fold-flat, no tumble) •Speed (Cruise) Control •Speedometer –

Calibrated (includes digital readout) •Steering Wheel – Manual / Tilt / Telescoping, Speed Controls and 4 user – configurable latching switches Sun visors, color-keyed, non-illuminated •Universal Top Tray – Center of I/P for mounting aftermarket equipment •Windows, Power, 1-touch Up/Down Front Driver/Passenger-Side with disable feature• **Power Passenger Seat • Courtesy Lights Disabled • Rear Dome Light •Aux. Rear A/C**

SAFETY/SECURITY •Advance Trac® w/RSC® •Airbags, dual-stage driver & front-passenger, side seat, passenger-side knee, Roll Curtain Airbags and Safety Canopy®•Anti-Lock Brakes (ABS) with Traction Control • Brakes – Police calibrated high-performance regenerative braking system •Belt-Minder® (Front Driver / Passenger)•Child-Safety Locks •Individual Tire Pressure Monitoring System (TPMS)•LATCH (Lower Anchors and Tethers for Children) system on rear outboard seat locations •**Rearview Camera viewable on 8"Center Stack** • Seat Belts, Pretensioner /Energy-Management System w/adjustable height in 1st Row •SOS Post-Crash Alert System™• Perimeter Alert • **Remote Keyless Fob •BLIS •Cross Traffic Brake Assist •Pre-Collision Mitigation System •Reverse Sensing System**

Police Up-fit Friendly •Consistent 11-inch space between driver and passenger seats for aftermarket consoles (9-inch center console mounting plate)•Console mounting plate •Dash pass-thru opening for aftermarket wiring •Headliner- easy to service •Two (2) 50 amp battery ground circuits – power distribution junction block (repositioned behind 2nd row seat floorboard). • **Grill Wiring •100 Watt siren/Speaker Prep Kit**

Functional •Audio— AM/FM / MP3 Capable / Clock / 4-speakers— SYNC® interface — Includes hands-free voice command support — USB Port — (1) — 8" Color LCD Screen Center- Stack "Smart Display"• Easy Fuel® Capless Fuel-Filler •Fleet Telematics Modem to support Ford Pro™ Telematics •Front door tether straps (driver/passenger)•Power pigtail harness •Simple Fleet Key; 4-keys•Two-way radio pre-wire •Two (2) 50 amp battery power circuits – power distribution junction block (behind 2nd row passenger seat floorboard)•Wipers – Front Speed- Sensitive Intermittent; Rear Dual Speed Wiper •Up fitter Interface System •PAITRO output tied to lift gate release switch •3 Year 36,000 Mile Warranty-5 Year 100,000 mile Powertrain Warranty •Delivery under 75 miles

SPC
SUBURBAN PURCHASING
COOPERATIVE

Models

☐	K8A	2025 Utility Interceptor Hybrid-Late Availability	47,615.00

OPTIONS-Mechanical/Functional

☒	99B-3.3L V-6 TI-VCT Motor **NA with 99C Motor**	-2661.00
☐	99C-3.0L Eco boost	893.00
☒	76D-Deflector Plate (engine and transmission shield)	320.00
☐	41H-Block Heater	179.00
☒	18X-100 Watt Siren Speaker (includes bracket and pig tail)	329.00
☒	60R-Noise Suppression	94.00
☒	67U-Ultimate Wiring Kit	602.00
☒	67V-Connector Kit	188.00
☐	85D-Front Console Mounting Plate Delete (NA with 67H, 67U, 85R)	NC
☐	85R-Rear Mounting Plate (NA with 65U, 85D)	56.00
☐	67H Ready For the Road Package-OEM Lighting and Wiring Package	3,532.00
☒	18D-Global Lock/Unlock- **Deletes 45 second Lift Gate Lock Release**	N/C

Options-Exterior

☐	16P Rear Bumper Step Pad	94.00
☐	65L 18" Wheel Covers	65.00
☐	Keyed Alike CODE_____	47.00
☐	942-Daytime Running Light-Cannot be Reprogrammed	47.00
☐	68G- Rear Door Locks Inoperable	STD
☐	52P-Hidden Door Lock Plunger Includes 68G	150.00
☐	43A-Rear Auxiliary Lights	376.00
☐	96T-Rear Spoiler Traffic Light-Compatible with Interior Upgrade Package	1,410.00
☐	51P-Drivers Side Spot Light Prep	132.00
☐	51S-Dual Spot Lights-Unity	582.00
☒	51T-Drivers Spot Light-Whelen	394.00
☐	51V-Dual Spot Lights-Whelen	629.00
☐	51W-Dual Spot Prep	264.00
☐	Spot Light Delete	-376.00
☐	63B-Side Marker Lights	320.00
☐	63L-Quarter Glass Lights	546.00
☐	66A-Front Headlamp Package	846.00
☐	66B-Tail Lamp Package	405.00
☐	66C-Rear Light Package	432.00
☐	16D-Badge Delete	N/C
☒	21L Front Auxiliary Light	546.00

Options-Interior

☐	47E 12.1" Integrated Computer Screen	3,478.00
☐	63V Cargo Vault (Lockable Small Compartment)	253.00
☐	65U Interior Upgrade Package	367.00
☐	92R Solar Tint 2nd Row (Deletes Privacy Glass)	85.00
☐	92G Solar Tint 2nd Row and Cargo Area (Deletes Privacy Glass)	112.00
☐	87M 4" Rear Camera (1/4 size Picture in Picture in Upper Left Quadrant of Display)	N/C

☐	16C Carpet Floor Covering	141.00
☐	F6 Ebony Cloth Seating	51.00
☐	90D Ballistic Door Panels (Level III +)-Driver Front Door Only	1495.00
☐	90E Ballistic Door Panels (Level III+)- Driver and Passenger Front Doors Only	2979.00
☐	90F Ballistic Door Panels (Level IV+)- Driver Front Door Only	2274.00
☐	90G Ballistic Door Panels (Level IV +)- Driver and Passenger Front Doors Only	4541.00

Exterior Colors

☐	E4-Vermillion Red	
☐	JS-Iconic Silver	
☐	LK-Dark Blue	
☐	LM-Royal Blue	
☐	M7-Carbonized Gray	
☐	TN-Silver Grey Metallic	
☐	UJ-Sterling Gray	
☐	UM-Agate Black	
☒	YZ-Oxford White	

Miscellaneous Options

☐	4-Corner LED Amber Strobes	1,395.00
☐	Rustproofing (Does Not Include Undercoating)	395.00
☒	Delivery Over 75 Miles	250.00
☒	Certificate of Origin (Customer to Complete Licensing)	N/C
☐	License and Title- Municipal Municipal Police	203.00
☐	Passenger Title and Plates	351.00

Title Name _____

Title Address _____

Title City _____

Title Zip Code _____

Contact Name _____

Phone Number _____

PO Number _____

FIN CODE _____

Tax Exempt Number _____

Total Dollar Amount _____

Delivery Address _____

_____

***Orders Require Signed Original Purchase Order and Tax Exempt Letter Submitted to:**

Currie Motors Commercial Center

10125 W Laraway

Frankfort Il 60423

PHONE: (815) 412-3227
Tom Sullivan
tsullivan@curriemotors.com

Phone: (815)464-9200
Nic Cortellini
ncortellini@curriemotors.com

Production is based upon Plant Scheduling and Commodity Restrictions Subject to Cancellation

Payment Due at Time of Delivery

Sutton Ford | COMMERCIAL & FLEET

SUTTON FORD INC.
21315 CENTRAL AVE.
MATTESON IL 60443

INVOICE

Thursday, August 29, 2024
DATE

PURCHASER'S NAME

VILLAGE OF HOFFMAN ESTATES

STREET ADDRESS

CITY	STATE	ZIP	BUS PHONE
HOFFMAN ESTATES	IL		

PLEASE ENTER MY ORDER FOR THE FOLLOWING — NEW ☑ USED ☐ SUV ☐ TRUCK ☑ CAR ☐

YEAR	MAKE	MODEL	BODY TYPE	COLOR	TRIM	STOCK NO.
2025	FORD	EXPLORER	POLICE INTERCEPTOR	WHITE		ORDER
VIN NO.		MILES		SALES REP	Scott Ourednik	

PRICE	$49,404.00	*TRADE-IN INFORMATION*	
		MAKE OF USED VEHICLE	
		YEAR	
		MODEL	
		VEHICLE IDENT. NO.	
		MILEAGE	
		TRADE VALUE	
SUBTOTAL	$49,404.00	*FLEET SALES INFORMATION*	
ELECTRONIC FILING FEE	$0.00	ORDERING FIN	QA337
DOCUMENTATION FEE	$0.00	END USER FIN	QA337
ILLINIOS SALES TAX 7.25%	$0.00	SALES TYPE	3
COUNTY TAX- COOK 1.00%	$0.00	GPC DISCOUNT	
CITY OF CHICAGO TAX 1.25%	$0.00	GPC REF #	
COOK COUNTY WHEEL TAX	$0.00	56A/CPA DISCOUNT	
LICENSE, TRANSFER, TITLE	$173.00	56M DISCOUNT	
EXTENDED SERVICE CONTRACT	$0.00	RETAIL REBATE #	
TOTAL PRICE	$49,577.00		
CASH DOWN PAYMENT	$0.00		
REBATE	$0.00		
TOTAL DOWN PAYMENT	$0.00		
UNPAID CASH BALANCE DUE ON DELIVERY	**$49,577.00**		

Purchaser agrees that this Order includes all of terms and conditions on both the face and reverse side hereof, that this Order cancels and supersedes any price agreement and as of the date hereof comprises the complete and exclusive statement of the terms of the agreement relating to the subject matters covered hereby ***THIS ORDER IS NOT A BINDING CONTRACT. DEALER SHALL NOT BE OBLIGATED TO SELL UNTIL APPROVAL OF THE TERMS HEREOF IS GIVEN BY A BANK OR FINANCE COMPANY WILLING TO PURCHASE A RETAIL INSTALLMENT CONTRACT BETWEEN THE PARTIES HERETO BASED ON SUCH TERMS. ALL WARRANTIES, IF ANY, BY A MANUFACTURER OR SUPPLIER OTHER THAN DEALER ARE THEIRS, NOT DEALER'S, AND ONLY SUCH MANUFACTURER OR OTHER SUPPLIER SHALL BE LIABLE FOR PERFORMANCE UNDER SUCH WARRANTIES. UNLESS DEALER FURNISHES BUYER WITH A SEPARATE WRITTEN WARRANTY OR SERVICE CONTRACT MADE BY DEALER ON ITS OWN BEHALF, DEALER HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE: (A) ON ALL GOODS AND SERVICES SOLD BY DEALERS;*** *AND (B) ON ALL USED VEHICLES WHICH ARE HEREBY SOLD "AS IS-NOT EXPRESSLY WARRANTED OR GUARANTEED." TO THE NEGOTIATED CASH SALE PRICE OF EACH VEHICLE. THERE WILL BE ADDED THE SUM OF $303.60 FOR DEALER COSTS AND OVERHEAD FOR ITEM RELATING TO PREPARING, HANDLING AND PROCESSING DOCUMENTS FOR THE MOTOR VEHICLE AND THE CLOSING OF THE TRANSACTION. THE ONLY OTHER ADDITIONAL CHARGES PERMITTED ARE DEALER-ADDED OPTIONS. WARRANTY AND SERVICE CONTRACTS, INSURANCE AND THE ACTUAL COST OF LICENSE AND TITLE REGISTRATION AND TAXES.*

ACCEPTED BY: Scott Ourednik
DEALER OR HIS AUTHORIZED REPRESENTATIVE
DATE 8/29/2024

ACCEPTED BY:
PURCHASER'S SIGNATURE
DATE 8/29/2024

Preview Order E827 - K8A - Police Inter Utility AWD: Order Summary Time of Preview: 08/27/2024 10:49:45 Receipt: NA

Dealership Name: Friendly Ford, Inc. **Sales Code :** F41078

Dealer Rep.	Erik Grimmer	**Type**	Fleet	**Vehicle Line**	Explorer	**Order Code**	E827
Customer Name	Hoffman Estat	**Priority Code**	K5	**Model Year**	2025	**Price Level**	515

DESCRIPTION	MSRP	DESCRIPTION	MSRP
K8A0 POLICE INTER UTILITY AWD	$49515	SPOT LAMP LED DR - WHELEN	$420
.119 INCH WHEELBASE	$0	NOISE SUPPRESSION BOND STRAPS	$100
TOTAL BASE VEHICLE	$49515	POL WIRE HARNESS CONNECTOR KIT	$200
OXFORD WHITE	$0	.POLICE WIRING KIT REAR	$0
CLOTH BUCKETS/VINYL REAR SEATS	$0	.POLICE WIRING KIT FRONT	$0
ONYX INTERIOR	$0	DEFLECTOR PLATE	$340
EQUIPMENT GROUP 500A	$0	PRICE CONCESSION INDICATOR	$0
.FM STEREO	$0	REMARKS TRAILER	$0
3.3L TI-VCT V6 ENGINE	$-2330	FRONT LICENSE PLATE BRACKET	$0
10-SPEED AUTO TRANSMISSION	$0	SPECIAL DEALER ACCOUNT ADJUSTM	$0
ULTIMATE WIRING KIT	$640	SPECIAL FLEET ACCOUNT CREDIT	$0
.REAR CONSOLE MOUNTING PLATE	$0	FUEL CHARGE	$0
FORD FLEET SPECIAL ADJUSTMENT	$0	NET INVOICE FLEET OPTION (B4A)	$0
GLOBAL LOCK/UNLOCK	$0	PRICED DORA	$0
100 WATT SIREN / SPEAKER	$350	ADVERTISING ASSESSMENT	$0
FRONT WARNING AUX LIGHT	$580	DESTINATION & DELIVERY	$1595
50 STATE EMISSIONS	$0		

MSRP: $51,410.00
Gov Discount: $1,800.00
Friendly Discount: $2,863.00
Total: $46,747.00

Title & License: $531.03
Out the Door: $47,278.03

	MSRP
TOTAL BASE AND OPTIONS	$51410
DISCOUNTS	NA
TOTAL	$51410

ORDERING FIN: QA337 **END USER FIN:** QA337

INCENTIVES DISCOUNTS: $-1800.00

Acc. Code ID :10 Contract/Ref # :02-770S Bid Date :08/31/23State : IL

Customer Name:
Customer Address:

Customer Email:

Customer Phone:

Customer Signature Date

This order has not been submitted to the order bank.
This is not an invoice.

AGENDA ITEM REPORT

Village Board of Trustees
February 3, 2025
ITEM 5K

REQUEST: Authorization to award an agreement for the 2025 Northwest Fourth Fest fireworks display to Pyrotecnico Fireworks, Inc., New Castle, PA in an amount not to exceed $40,250.

FROM: Dan O'Malley, Deputy Village Manager

ITEM TYPE: Agreement - Village Board

REQUEST SUMMARY

To provide a recommendation from the 4th of July Commission to award the 2025 fireworks display agreement for the Northwest Fourth-Fest. In the past, the Commission has bid the July 4th fireworks display every three (3) years, which included optional contract extensions of those services. In 2015, the fireworks display contract was bid and an agreement awarded to Melrose Pyrotechnics for the 2016 festival. That agreement has been extended and awarded annually since that time.

The 4th of July Commission reviewed this matter at their January 9, 2025 Commission meeting and recommends awarding this agreement to Pyrotecnico Fireworks Inc. (formerly Melrose Pyrotechnics) for the fireworks display for the 2025 festival. Accordingly, attached is an agreement from Pyrotecnico Fireworks for that purpose. The proposed agreement totals $40,250 and provides a fireworks show similar to last year's program for the same cost by reducing the time and shell count to maintain the cost. The attached agreement and letter provide further details.

FINANCIAL IMPACT

The FY25 4th of July Commission budget contains funds to cover this expense.

RECOMMENDATION

The 4th of July Commission recommends that the 2025 fireworks display agreement be awarded to Pyrotecnico Fireworks Inc, New Castle, PA, in an amount not to exceed $40,250 for the fireworks display at the 2025 Northwest Fourth-Fest in accordance with the attached agreement.

ATTACHMENTS

1. FW Contract 2025

PYROTECNICO™
VITALE FAMILY FIREWORKS • 1889

PYROTECNICO™ fx
AMPLIFYING EXCITEMENT | SINCE 1889

October 24, 2024

Mr. Dan O'Malley
Village of Hoffman Estates
1900 Hassell Rd.
Hoffman Estates, IL 60169

Dear Dan,

Enclosed is our pricing for the Village of Hoffman Estates on July 5, 2025. There has been a 3% increase to the show due to rises in product costs over the last few years. This would result in your display being a total price of: $41,450.00

An option to retain the the budget from the prior years at $40,250 is still applicable but the recommendation would be to shorten the display by one to two minutes. The price difference makes up for approximately 40 aerial shells and 225 barrage shots throughout the display.

Please call me if you have any questions

Sincerely,

Riley Pakosz

Riley Pakosz

PYROTECNICO FIREWORKS, INC.

This Fireworks Display Agreement ("Agreement") entered into this on **November 26, 2024** by and between PYROTECNICO FIREWORKS, INC. ("Pyrotecnico") and **Village of Hoffman Estates, IL** (CUSTOMER).

Pyrotecnico, for and in consideration of the terms hereinafter mentioned, agrees to furnish to the CUSTOMER _Fireworks Display(s) and related services ("Fireworks Display"), including the services of Pyrotecnico's on-site representative to take charge of and perform the Fireworks Display under the supervision and direction of the CUSTOMER. The Firework Display to be given on **July 5, 2025** (the "Display Date"), weather permitting.

Customer agrees to pay Pyrotecnico the sum of **$40,250.00** (the "Contract Price"). Pyrotecnico will invoice CUSTOMER a deposit of **$20,125.00** is due **April 5, 2025**. and the final balance shall be due Net 10 from the Display Date. A service fee of 1 ½% per month shall be added if the account is not paid in full within 30 days of the Display Date. Should the Village not secure funding in the amount of $20,125.00 from the Northwest Fourth-Fest partners for the 2025 fireworks display by May 31, 2025, the Village shall have the option to reduce the fireworks display without penalty to a program and contract amount of not less than $20,125.00.

Pyrotecnico and CUSTOMER agree that should inclement weather prevent the performance of the Fireworks Display on the Display Date, the parties shall agree to a mutually convenient alternate date, within three (3) months of the Display Date. If the show is rescheduled prior to Pyrotecnico's truck leaving the facility, CUSTOMER shall remit to Pyrotecnico an additional **$6,037.50** for additional expenses in presenting the Fireworks Display on an alternate date. If the show is rescheduled after Pyrotecnico's truck leaves the facility, CUSTOMER shall remit to Pyrotecnico an additional **$16,100.00** for additional expenses incurred. The determination to cancel the show because of inclement or unsafe weather conditions shall rest within the sole discretion of Pyrotecnico. In the event the CUSTOMER does not choose to reschedule another date or cannot agree to a mutually convenient date, Pyrotecnico shall be entitled to **$20,125.00.**

Pyrotecnico agrees to furnish all necessary fireworks display materials and personnel for fireworks display in accordance with the program approved by the parties attached hereto as Exhibit 1 and incorporated herein by reference. Quantities and varieties of products in the program are approximate, but the number of fireworks display materials and duration of the display shall not vary more than 5% from the quantities and duration outlined in Exhibit 1. After final design, exact specifications will be supplied to CUSTOMER. . Should this display require any Union, permit, or fire department related costs; their fees are not included in the Contract Price.

CUSTOMER will timely secure and provide the following: (a) Sufficient area for the display, including a minimum spectator set back distance of **430 FEET** at all points from the discharge area, as reflected in the attached site plan - EXHIBIT 2, and that this discharge area shall not have any unauthorized personnel or vehicles; (b) Funds for all permits, licenses, and approvals as required by local, state and federal laws for the Fireworks Display; (c) Protection of the display area by roping-off or similar facility; (d) Adequate police protection to prevent spectators from entering display area; (e) Search of the fallout area at first light following a nighttime display; and (f) Provide credit as "Fireworks by Pyrotecnico" in all advertising and marketing materials.

Pyrotecnico will maintain general liability, property damage, transportation and workers compensation insurance. All those entities/individuals who are listed on the certificate of insurance, provided by Pyrotecnico, will be deemed to be an additional insured on such policy. This insurance coverage specifically does not include coverage for any independent acts of negligence of any additional insured.
This Agreement contains the entire agreement between the Parties for this show and any prior agreements are terminated. This Agreement may only be amended, revised or terminated in writing, executed by the Party against which enforcement is asserted. The parties hereto do mutually and severally guarantee terms, conditions, and obligations under this Agreement to be binding upon the parties, themselves, their successors and assigns.

PYROTECNICO:

By *(sign)*:_____
Name: Lynn Ann Hamed
Title: Corporate Secretary
Date:_____
Address: 299 Wilson Road
New Castle PA 16101
Phone: (724) 652-9555
Email: contracts@pyrotecnico.com

CUSTOMER:

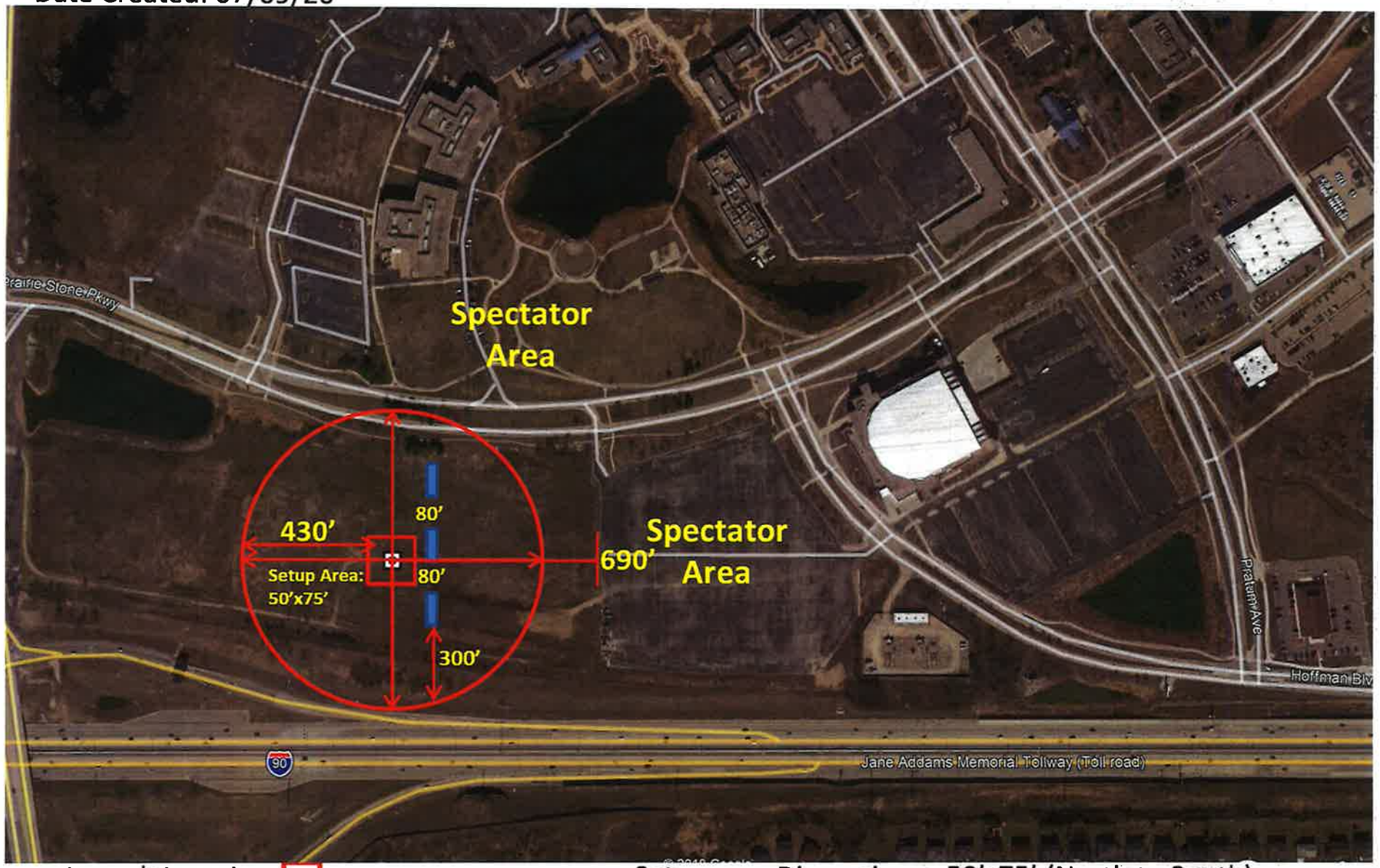
By *(sign)*:_____
Name:_____
Title:_____
Date:_____
Address:_____
_____
Phone:_____
Email:_____

EXHIBIT 1:

- DURATION: 24 - 25 Minutes
- PRODUCT:
  - 120 - 2.5" shell
  - 370 - 3" shell
  - 195 - 4" shell
  - 80 - 5" shell
  - 109 - 6" shell
  - 2,200 - Barrage Shots ranging from 2" - 3"

Show Name: Hoffman Estates
Location: 5333 Prairie Stone Parkway, Hoffman Estates, IL
Date Created: 07/09/20

Fall-Out Radius: 430'
Distance To Audience: 690'



Launch Location:

Setup area Dimensions: 50'x75' (North to South)

South edge of rack s are 430' from Expressway and 80' west of berm.

AGENDA

Transportation & Road Improvement Committee

Regular Meeting
Village Hall
1900 Hassell Road, Hoffman Estates, IL 60169

February 10, 2025	Council Chambers	7:00 PM

1. **CALL TO ORDER/ROLL CALL**
2. **APPROVAL OF MINUTES**
3. **PUBLIC COMMENT**
4. **OLD BUSINESS**
5. **NEW BUSINESS**
6. **REPORTS**
   A. Transportation Division Monthly Report
7. **PRESIDENT'S REPORT**
8. **ITEMS IN REVIEW**
9. **OTHER**
10. **ADJOURNMENT**

Further details and information can be found in the agenda packet attached hereto and incorporated herein and can also be viewed online at www.hoffmanestates.org and/or in person in the Village Clerk's office. The Village of Hoffman Estates complies with the Americans with Disabilities Act (ADA). For accessibility assistance, call the ADA Coordinator at 847/882-9100.

DRAFT

AGENDA

Planning, Building & Zoning Committee

Regular Meeting
Village Hall
1900 Hassell Road, Hoffman Estates, IL 60169

February 10, 2025	Council Chambers	7:00 PM

1. **CALL TO ORDER/ROLL CALL**
2. **APPROVAL OF MINUTES**
   - A. Planning, Building & Zoning Committee 01-13-2025
   - B. Planning, Building & Zoning Committee 01-20-2025 Special
3. **PUBLIC COMMENT**
4. **OLD BUSINESS**
5. **NEW BUSINESS**
6. **REPORTS**
   - A. Planning Division Monthly Report
   - B. Code Enforcement Division Monthly Report
   - C. Economic Development and Tourism Monthly Report
7. **PRESIDENT'S REPORT**
8. **ITEMS IN REVIEW**
9. **OTHER**
10. **ADJOURNMENT**

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DRAFT

AGENDA

General Administration & Personnel Committee

Regular Meeting
Village Hall
1900 Hassell Road, Hoffman Estates, IL 60169

February 10, 2025	Council Chambers	7:00 PM

1. **CALL TO ORDER/ROLL CALL**
2. **APPROVAL OF MINUTES**
3. **PUBLIC COMMENT**
4. **OLD BUSINESS**
5. **NEW BUSINESS**
6. **REPORTS**
   - A. Cable TV Monthly Report
   - B. Human Resources Management Monthly Report
   - C. Legislative Operations & Outreach Monthly Report
7. **PRESIDENT'S REPORT**
8. **ITEMS IN REVIEW**
9. **OTHER**
10. **ADJOURNMENT**

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DRAFT