

AGENDA
VILLAGE BOARD MEETING NO. 3305
August 26, 2024 - 7:00 PM
Village Hall - Board Room
300 Plaza Circle, Mundelein, IL 60060

I. CALL TO ORDER

II. ATTENDANCE

III. PLEDGE OF ALLEGIANCE

IV. MINUTES APPROVAL

- A. **Motion** to approve the Board of Trustees Regular meeting minutes from August 12, 2024.

V. PUBLIC COMMENTARY

VI. PRESENTATIONS / AWARDS

- A. District 120 Referendum Presentation

VII. PUBLIC HEARINGS

VIII. MAYOR'S REPORT

- A. Village Administrator Contract 2024 Amendment

Motion to adopt a Resolution approving and authorizing execution of a Fourth Amendment to the Employment Agreement with Village Administrator.

- B. CBG Midwest, LLC / American Building Services

Motion to approve purchase order number 14084 in the amount of \$67,510.18 to CGB Midwest, LLC / American Building Services for the purchase of a transaction window for the front counter.

IX. TRUSTEE REPORTS

A. Community and Economic Development Committee (Wilson, Schwenk, Meier)

1. BIG Grant Application - Tropical Smoothie Cafe - 518 Townline Road

Motion to authorize staff to draft a resolution approving a Business Incentive Grant relating to exterior improvements for Tropical Smoothie Cafe, for the property 518 Townline Road, Mundelein, Illinois.

B. Public Works Committee (Ross, Meier, Lambert)

1. Stormwater Management Study

Motion to authorize the Village Engineer to sign a professional services agreement with HR Green, Inc., for a stormwater study and authorize purchase order number 14075 in an amount not-to-exceed \$36,000.

2. Concrete Curb and Sidewalk Program

Motion to adopt a resolution waiving bids, accepting a proposal from Schroeder & Schroeder Inc, Skokie, IL, for concrete repair services, and approving purchase order number 14077 in the amount of \$185,000.00.

3. Energy Efficiency Project--LED Streetlights Phase 5

Motion to authorize staff to sign a performance contract and execute a purchase order in the amount of \$72,248.00 with Veregy, LLC, for the purpose of continuing work on the Village-wide LED Street Light Retrofit Energy Efficiency Project.

4. Pavement Rejuvenation Program

Motion to adopt a Resolution approving the MPI Joint Bid: Pavement Rejuvenation Contract with Corrective Asphalt Materials, LLC, South Roxana, IL, and approving purchase order number 14079 in the amount of \$55,000.

C. Finance Committee (Schwenk, Juarez, Ross)

1. Governing Body

Motion to approve the payment of bills, as indicated in the Governing Body Report for the period between August 13, 2024, and ending August 26, 2024, in the amount of \$728,902.94.

2. Governing Body - AT&T

Motion to approve the payment of bills, as indicated on the report dated 08/26/24.

DATE	VENDOR	AMOUNT
08/26/24	AT&T	\$1,774.11
08/26/24	AT&T LONG DISTANCE	\$86.00

D. Public Safety Committee (Lambert, Wilson, Juarez)

E. Building Committee (Juarez, Ross, Wilson)

F. Transportation & Infrastructure Committee (Meier, Lambert, Schwenk)

1. Hammond Street Parking Improvement Project

Motion to accept all submitted bids and to award a contract and approve purchase order number 14117 to A Lamp Concrete Contractors in the amount of \$424,946.25 subject to receipt of required bonding and insurance for the Hammond Street Parking Improvements project and authorize the Director of Public Works and Engineering to sign said contract.

G. Other Reports

X. SCHEDULED BUSINESS

A. Omnibus Vote Items

XI. VILLAGE STAFF REPORTS

A. Village Administrator

B. Village Attorney

C. Village Clerk

XII. EXECUTIVE SESSION

A. **Motion** to recess into Executive Session to discuss land acquisition or sale of property pursuant to 5 ILCS 120, Section 2(c)(5) and minutes pursuant to 5 ILCS 120, Section 2(c)(21).

B. Motion to reconvene Village Board Meeting

C. Attendance

D. Action from Executive Session

XIII. OTHER BUSINESS

XIV. ADJOURNMENT

A. Motion to Adjourn the Regular Board Meeting

The Village of Mundelein, in compliance with the Americans with Disabilities Act, requests that persons with disabilities who require certain accommodations to allow them to observe and/or participate in this meeting, or who have questions about the accessibility of the meeting or facilities, to contact the ADA Coordinator at 847-949-3200 to allow the Village to arrange accommodations for those persons.

CALL TO ORDER

The 3304th Regular Meeting of the Board of Trustees of the Village of Mundelein was held on August 12, 2024 at 300 Plaza Circle, Mundelein. Mayor Lentz called the meeting to order at 7:00 PM.

ATTENDANCE

Clerk Walsh took the roll call. It indicated as follows:

Board Attendance

PRESENT: Mayor Lentz, Clerk Walsh, Trustees Juarez, Lambert, Meier, Ross, Schwenk, Wilson

ABSENT: None

Village Attendance

PRESENT: Attorney Cahill, Village Administrator Guenther, Assistant Village Administrator Monroe, Finance Director Miller, Fire Chief Lark, Deputy Police Chief Poynor, Building Department Director Sellas, Community Development Director Orenchuk, Public Works and Engineering Director Boeche

ABSENT: None

PLEDGE OF ALLEGIANCE

Mayor Lentz led the Pledge of Allegiance.

MINUTES APPROVAL

Motion to approve the Board of Trustees Regular meeting minutes from July 22, 2024.

RESULT:	Passed [Yes 6, No 0, Abstained 0]
MOVER:	Trustee Juarez
SECONDER:	Trustee Schwenk
AYES:	Trustee Juarez, Trustee Lambert, Trustee Meier, Trustee Berman Ross, Trustee Schwenk, Trustee Wilson
NAYS:	None
ABSTAIN:	None

PUBLIC COMMENTARY

There was no public commentary.

PRESENTATIONS / AWARDS

There were no presentations or awards.

PUBLIC HEARINGS

There were no public hearings.

MAYOR'S REPORT

Meeting Call - Finance Committee Meeting on August 26, 2024 at 6:30 PM at the Village Hall to discuss the Grocery Tax options.

Approving the First Amendment to Purchase and Sale Agreement Between the Village of Mundelein and Fenton Brewing

Motion to adopt a Resolution Approving the First Amendment to the Purchase and Sale Agreement By and Between the Village of Mundelein and 428 North Chicago, LLC (Fenton Brewing).

RESULT:	Passed [Yes 6, No 0, Abstained 0]
MOVER:	Trustee Juarez
SECONDER:	Trustee Meier
AYES:	Trustee Juarez, Trustee Lambert, Trustee Meier, Trustee Berman Ross, Trustee Schwenk, Trustee Wilson
NAYS:	None
ABSTAIN:	None

Ordinance Amending Chapter 5.76 of the Mundelein Municipal Code - Class VG Liquor License

Motion to pass an Ordinance amending Chapter 5.76 of the Mundelein Municipal Code to increase the number of Class VG licenses authorized in the Village of Mundelein as it relates to The Philly Special 1408 South Butterfield Road.

RESULT:	[Yes 2, No 2, Abstained 0]
MOVER:	Trustee Juarez
SECONDER:	Trustee Meier
AYES:	Trustee Berman Ross, Trustee Wilson
NAYS:	Trustee Lambert, Trustee Schwenk
ABSTAIN:	None

Museum Operating Agreement

Motion to adopt a Resolution authorizing the Mayor to execute a Museum Operating Agreement between the Village of Mundelein and the Mundelein Park and Recreation District.

RESULT:	Passed [Yes 6, No 0, Abstained 0]
MOVER:	Trustee Juarez

SECONDER:	Trustee Berman Ross
AYES:	Trustee Juarez, Trustee Lambert, Trustee Meier, Trustee Berman Ross, Trustee Schwenk, Trustee Wilson
NAYS:	None
ABSTAIN:	None

Proclamation - Ovarian Cancer Awareness

Mayor Lentz started by saying sometimes he condenses proclamations down to just the bullet points, but he feels there is good information in this proclamation, so he is reading it in its entirety.

There is no good diagnostic tool for ovarian cancer; many of the symptoms resemble other abdominal problems, so it gets easily overlooked. September is Ovarian Cancer Awareness Month.

TRUSTEE REPORTS

Community and Economic Development Committee (Wilson, Schwenk, Meier)

Economic Development Assistance Agreement - JRM Park, LLC - 506 North Seymour Avenue

Motion to adopt a Resolution Approving an Economic Incentive Agreement between the Village of Mundelein and JRM Park, Inc. for the property located at 506 North Seymour Avenue.

RESULT:	Passed [Yes 6, No 0, Abstained 0]
MOVER:	Trustee Wilson
SECONDER:	Trustee Juarez
AYES:	Trustee Juarez, Trustee Lambert, Trustee Meier, Trustee Berman Ross, Trustee Schwenk, Trustee Wilson
NAYS:	None
ABSTAIN:	None

Trustee Wilson highlighted a couple of businesses--Luke's of Mundelein recently joined the Vienna Beef Hall of Fame, and MGN Lock Key & Safes, recently purchased from the Norlin's and moved to its new location on Seymour Avenue. MGN Lock has been in business for 50 years. Start here, Star here.

Public Works Committee (Ross, Meier, Lambert)

Wastewater Treatment System Improvements with FlexAir Aeration

Motion to adopt a Resolution waiving bids, accepting a proposal from EDI (Environmental Dynamics International) for replacement of FlexAir Diffusers and approving purchase order number 14012 in the amount of \$23,450.00.

RESULT:	Passed [Yes 6, No 0, Abstained 0]
MOVER:	Trustee Berman Ross
SECONDER:	Trustee Wilson
AYES:	Trustee Juarez, Trustee Lambert, Trustee Meier, Trustee Berman Ross, Trustee Schwenk, Trustee Wilson
NAYS:	None
ABSTAIN:	None

Water Reclamation Facility - Emergency Repair

Motion to adopt a Resolution waiving bids, authorize an agreement with Burke LLC to complete the emergency repair of the water reclamation facility outfall, and ratify a purchase order in the amount of \$87,869.00 for said service.

RESULT:	Passed [Yes 6, No 0, Abstained 0]
MOVER:	None
SECONDER:	Trustee Lambert
AYES:	Trustee Juarez, Trustee Lambert, Trustee Meier, Trustee Berman Ross, Trustee Schwenk, Trustee Wilson
NAYS:	None
ABSTAIN:	None

Finance Committee (Schwenk, Juarez, Ross)

Governing Body

Motion to approve the payment of bills, as indicated in the Governing Body Report for the period between July 22, 2024, and ending August 12, 2024, in the amount of \$1,499,961.45.

RESULT:	Passed [Yes 6, No 0, Abstained 0]
MOVER:	Trustee Schwenk
SECONDER:	Trustee Juarez
AYES:	Trustee Juarez, Trustee Lambert, Trustee Meier, Trustee Berman Ross, Trustee Schwenk, Trustee Wilson
NAYS:	None
ABSTAIN:	None

Governing Body - AT&T

Motion to approve the payment of bills, as indicated on the report dated 08/12/24.

DATE	VENDOR	AMOUNT
08/12/2024	AT&T	\$1,913.86
08/12/2024	AT&T MOBILITY	\$6,312.58

RESULT:	[Yes 5, No 0, Abstained 1]
MOVER:	Trustee Wilson
SECONDER:	Trustee Juarez
AYES:	Trustee Juarez, Trustee Lambert, Trustee Berman Ross, Trustee Schwenk, Trustee Wilson
NAYS:	None
ABSTAIN:	Trustee Robin Meier

Public Safety Committee (Lambert, Wilson, Juarez)

Fire Chief Lark noted there will be a blood drive on September 7, 2024, and CERT will be hosting a meeting with Round Lake and Fremont and will be having a bilingual class also. Information is available on the Fire Dept and CERT's FB pages. Information will also be included in this week's newsletter.

Building Committee (Juarez, Ross, Wilson)

No report.

Transportation & Infrastructure Committee (Meier, Lambert, Schwenk)

Application for Municipal Acceptance on a County Highway

Motion to Authorize the Mayor and Village Clerk to sign the Lake County Division of Transportation's Municipal Utility/Facility Acceptance on a County Highway Application for the Springs of Mundelein project.

RESULT:	Passed [Yes 6, No 0, Abstained 0]
MOVER:	Trustee Meier
SECONDER:	Trustee Wilson
AYES:	Trustee Juarez, Trustee Lambert, Trustee Meier, Trustee Berman Ross, Trustee Schwenk, Trustee Wilson
NAYS:	None
ABSTAIN:	None

Other Reports

No reports.

SCHEDULED BUSINESS

Omnibus Vote Items

Snow and Ice Control Services - Zone 7

Motion to approve purchase order number 14069 in the amount of \$70,000 to Midwest Snow Solutions, Wauconda, Illinois, for contractual snow and ice control services in Zone 7.

RESULT:	Passed [Yes 6, No 0, Abstained 0]
MOVER:	Trustee Meier
SECONDER:	Trustee Berman Ross
AYES:	Trustee Juarez, Trustee Lambert, Trustee Meier, Trustee Berman Ross, Trustee Schwenk, Trustee Wilson
NAYS:	None
ABSTAIN:	None

Snow and Ice Control Services - Zone 8

Motion to approve purchase order number 14070 in the amount of \$45,000 to Yellowstone Landscape, Wauconda, IL, for contractual snow and ice control services in Zone 8.

RESULT:	Passed [Yes 6, No 0, Abstained 0]
MOVER:	Trustee Meier
SECONDER:	Trustee Berman Ross
AYES:	Trustee Juarez, Trustee Lambert, Trustee Meier, Trustee Berman Ross, Trustee Schwenk, Trustee Wilson
NAYS:	None
ABSTAIN:	None

Snow and Ice Control Services - Zone 9

Motion to approve purchase order number 14071 in the amount of \$70,000 to Robert Kinnucan Tree Experts and Landscaping Company, Inc., Lake Bluff, Illinois, for contractual snow and ice control services in Zone 9.

RESULT:	Passed [Yes 6, No 0, Abstained 0]
MOVER:	Trustee Meier
SECONDER:	Trustee Berman Ross
AYES:	Trustee Juarez, Trustee Lambert, Trustee Meier, Trustee Berman Ross, Trustee Schwenk, Trustee Wilson
NAYS:	None
ABSTAIN:	None

VILLAGE STAFF REPORTS

Village Administrator

No report but there will be an Executive Session.

Village Attorney

No report.

Village Clerk

No report.

EXECUTIVE SESSION

Motion to recess into Executive Session to discuss personnel pursuant to 5 ILCS 120, Section 2(c)(1), and minutes pursuant to 5 ILCS 120, Section 2(c)(21).

Motion to recess into Executive Session to discuss personnel pursuant to 5 ILCS 120, Section 2(c)(1), and minutes pursuant to 5 ILCS 120, Section 2(c)(21).

RESULT:	Passed [Yes 6, No 0, Abstained 0]
MOVER:	Trustee Juarez
SECONDER:	Trustee Schwenk
AYES:	Trustee Juarez, Trustee Lambert, Trustee Meier, Trustee Berman Ross, Trustee Schwenk, Trustee Wilson
NAYS:	None
ABSTAIN:	None

The board recessed into an Executive Session at 7:18 PM.

Motion to reconvene Village Board Meeting

RESULT:	Passed [Yes 6, No 0, Abstained 0]
MOVER:	Trustee Meier
SECONDER:	Trustee Berman Ross
AYES:	Trustee Juarez, Trustee Lambert, Trustee Meier, Trustee Berman Ross, Trustee Schwenk, Trustee Wilson
NAYS:	None
ABSTAIN:	None

The Board Meeting reconvened at 7:49 PM.

Attendance

Clerk Walsh took the roll call. It indicated as follows:

Board Attendance

PRESENT: Trustees Juarez, Lambert, Meier, Ross, Schwenk, Wilson, Mayor Lentz
ABSENT: None

Village Attendance

PRESENT: Attorney Cahill, Village Administrator Guenther, Assistant Village Administrator Monroe
ABSENT: None

Action from Executive Session

No action taken.

OTHER BUSINESS

None.

ADJOURNMENT

Motion to Adjourn the Regular Board Meeting

Motion to Adjourn the Regular Board Meeting.

The Regular Board Meeting adjourned at 7:50 PM.

RESULT:	Passed [Yes 6, No 0, Abstained 0]
MOVER:	Trustee Meier
SECONDER:	Trustee Lambert
AYES:	Trustee Juarez, Trustee Lambert, Trustee Meier, Trustee Berman Ross, Trustee Schwenk, Trustee Wilson
NAYS:	None
ABSTAIN:	None

Village Clerk

MUNDELEIN



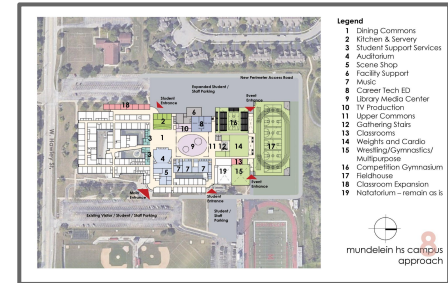
HIGH SCHOOL

D120 Referendum

**Presentation to the Mundelein Village Board
August 26, 2024**

What is needed; Why it's needed

- District 120 seeks to address high-priority capital facility needs.
- The 63-year-old building was designed to last 50-75 years.
- Addressing Priorities: Aging Infrastructure; Health, Safety and Security issues; Classrooms and Instructional Spaces; and Career & Technical Education Space.
- MHS was designed for 1,500 students. Current enrollment is 2,229. Common areas have not changed to accommodate the growth.
- The Board listened to our community and reduced the proposal by \$25 m. and 36,000 sq. ft. less of new construction.



The Priorities

Aging Infrastructure

- Much of the building's original infrastructure, including mechanical, electrical and plumbing systems, has reached the end of its useful life.
- Costly and disruptive emergency repairs are increasing. Regular repair of outdated systems is costly and time-consuming.
- Replacing outdated systems would improve energy efficiency.



Health, Safety and Security

- Building improvements include updating fire safety systems.
- Upgrading the cafeteria and servery to alleviate health and safety issues.
- The 63-year-old gym does not seat the entire student body, has accessibility issues, and is not air-conditioned.



The Priorities

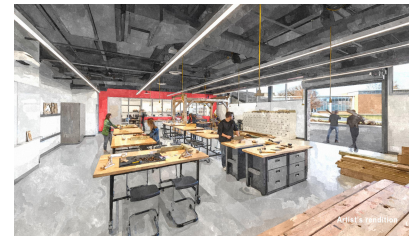
Classrooms and Instructional Space

- Eight additional classrooms would address the growing enrollment.
- Band and music classrooms have a capacity for just 80 students, but there are more than 240 students in the program.
- A new multi-purpose fieldhouse would provide space for PE, athletics, assemblies, competitions, events, performances, practices, and more.



Career & Technical Education Space

- Currently engineering programming is not fully taught due to the lack of space for the necessary machines.
- Manufacturing and Building Trades jobs are in high demand, but MHS has no room for the equipment to offer the right types of classes.



Benefits for MHS



- Extending the useful life of existing facilities
- Reducing costly and disruptive emergency repairs
- Enhancing health, wellness and safety
- Expanding and enhancing CTE programming
- Addressing overcrowding issues and scheduling conflicts
- Attracting and retaining quality teachers and staff



FAQs



MUNDELEIN HIGH SCHOOL

...dedicated to academic excellence for all learners through the core values of equity, growth, and collaboration

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- Focused on a Strong Future
- The Why and the What
- Anticipated Benefits
- FAQs
- Long-Term Facilities Plan
- Financing

FAQs

Purpose and Timing of Possible Bond Referendum

Q: Why is Mundelein High School District 120 placing a funding proposal on the ballot?
A: District 120 seeks to address high-priority capital facility needs at the high school. The proposed improvements are focused on updating aging infrastructure, solving overcrowding issues, improving instructional spaces, and making health, safety, and security improvements.

Q: Is the District seeking funds exclusively for facility and site improvements?
A: The bond proceeds can only be used for capital facility needs. No funds would go toward operations.

Q: What are some of Mundelein High School's most pressing facility and site needs?
A: Our aging high school faces many capital facility challenges, including:

- **Aging infrastructure:** Much of the building's original infrastructure is still in use and has reached the end of its useful life. This increasingly leads to costly and disruptive emergency repairs.
- **Capacity Issues:** There are 2,200 students in a building designed for 1,500.
- **Overcrowding:** According to the Illinois State Report Card, MHS enrollment has increased by 251 students since 2018, enough to fill nine classrooms. The growth also impacts the hallways, kitchen, cafeteria and gymnasium, all common areas that have never been expanded.
- **Career & Technical Education programming space limitations:** The current CTE space is too small to house the equipment needed for skilled trades training and other CTE classes.
- **Disjointed health and wellness spaces:** The school's expanded health and wellness offerings are scattered throughout the building and take up much-needed instructional space.
- **Competition gym:** The 63-year-old gym is not large enough to seat the entire student body, has ADA accessibility issues and is not air-conditioned.
- **Cafeteria / kitchen:** The cafeteria and kitchen spaces are original to the 1961 building and were designed to accommodate the needs of a much different era with a much smaller student population. One of the kitchen's four server lines is inoperable due to infrastructure issues.

FAQs



MUNDELEIN HIGH SCHOOL

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FAQs

Purpose and Timing of Possible Bond Referendum	▼
Building History and Condition	▼
Proposed Improvements that are Part of the Down-sized Proposal	▼
Changes Made to the Original Referendum Proposal	▼
Anticipated Benefits	▼
Career & Technical Education Benefits	▼
Benefits of a Fieldhouse	▼
Village Green Property	▼
Financing	▼
Other Funding Sources	▲

Q: What is the impact of Mundelein's TIF Districts on Mundelein High School Financing?
A: The Tax Increment Financing (TIF) is a tool used by the Village of Mundelein to fund improvements within the TIF district. The money is made by freezing the taxable assessed value of the property in the TIF. As the value of the property increases, the tax revenue from the property's increased value is set aside for the TIF. Taxing bodies such as schools, parks, fire, police and village government are limited to collecting taxes on the property's value at the time it is frozen. The TIF freezes the tax value for 23 years. This means the school district loses out on new tax revenue as property values inside the TIF increase in value.

Q: How much does the school district receive annually in developer impact fees?
A: Developer impact fees are set by the Village of Mundelein to fund the impact housing developers have on local governments and services (schools, police, fire, etc.). While District 120 has had opportunities to communicate its needs with the village officials, the Village of Mundelein determines the amount developers pay. Since 2016, School District 120 has received a total of \$1.2 million in impact fees. Those monies are put into the District 120 Building and Grounds Fund.



**New Food Servery
Artist's Rendition**



**New CTE Space
Artist's Rendition**



Comparison Impact on Tax Bill

Mundelein High School District No. 120

Estimated Homeowner Tax Impact Data

November 2024 Referendum
ask \$149.5 Million

Market Value

of Home

	20 Years ⁽¹⁻³⁾	25 Years ⁽¹⁻³⁾	30 Years ⁽¹⁻³⁾
\$300,000	\$524.40	\$460.00	\$414.00
\$400,000	\$714.40	\$626.67	\$564.00
\$500,000	\$904.40	\$793.33	\$714.00

Hypothetical Interest Rate ^{(1) (2)} :	4.11%	4.37%	4.59%
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Hypothetical Bond & Interest Tax Rate ^{(1) (2)} :	\$0.57	\$0.50	\$0.45
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⁽¹⁾ 2023 Equalized Assessed Valuation (E.A.V.), assumes 1.50% growth thereafter.

⁽²⁾ Assumes December 1, 2024 dated date, amortized over 20-25-30 years and hypothetical interest rates as of June 19, 2024.

⁽³⁾ Calculated at 1/3 of Market Value of Home less an \$8,000 homeowner occupied exemption.

Mundelein High School District No. 120

Estimated Homeowner Tax Impact Data

March 2023 Referendum ask
\$175 Million

Market Value

of Home

	\$125,000,000			\$150,000,000			\$175,000,000		
	20 Years ⁽³⁾	25 Years ⁽³⁾	30 Years ⁽³⁾	20 Years ⁽³⁾	25 Years ⁽³⁾	30 Years ⁽³⁾	20 Years ⁽³⁾	25 Years ⁽³⁾	30 Years ⁽³⁾
\$100,000	\$142.13	\$125.73	\$114.80	\$172.20	\$150.33	\$136.67	\$199.53	\$174.93	\$161.27
\$300,000	\$488.80	\$432.40	\$394.80	\$592.20	\$517.00	\$470.00	\$686.20	\$601.60	\$554.60
\$500,000	\$835.47	\$739.07	\$674.80	\$1,012.20	\$883.67	\$803.33	\$1,172.87	\$1,028.27	\$947.93

Hypothetical Interest Expense ^{(1) (2)} :	\$69,516,329	\$96,690,925	\$128,076,895	\$83,629,529	\$117,364,491	\$155,811,954	\$97,470,095	\$137,012,812	\$177,026,116
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Hypothetical Interest Rate ^{(1) (2)} :	3.97%	4.32%	4.59%	3.97%	4.32%	4.59%	3.97%	4.32%	4.59%
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⁽¹⁾ 2022 Equalized Assessed Valuation (E.A.V.), assumes 1.50% growth thereafter.

⁽²⁾ Assumes July 1, 2024 dated date, amortized over 20-25-30 years and hypothetical interest rates as of May 8, 2023.

⁽³⁾ Calculated at 1/3 of Market Value of Home less a \$6,000 homeowner occupied exemption.

Questions



To: Mayor and Board of Trustees

From: Steve Lentz

For: Village Board Meeting of August 26, 2024

Subject: Village Administrator Contract 2024 Amendment

Financial Impact:

\$9,630.00 (increase) - 100-45101-201 - Wages

Attachments:

1. Exhibit A- Village Administrator 2024 Employment Contract Amendment

Background:

Village Administrator Contract 2024 Amendment

Recommendation:

Motion to adopt a Resolution approving and authorizing execution of a Fourth Amendment to the Employment Agreement with Village Administrator.

I hereby certify that the attached is an original of
Resolution No. R-24-08-44
that said Resolution was adopted on **August 26, 2024**,
that it was posted in the Village Hall commencing on
8/27/2024 and for at least 10 days
thereafter. Copies are available for public inspection
upon request of the Village Clerk.

Village Clerk

RESOLUTION NO. R-24-08-44

RESOLUTION APPROVING AND AUTHORIZING EXECUTION OF THE FOURTH AMENDMENT TO THE EMPLOYMENT AGREEMENT WITH THE VILLAGE ADMINISTRATOR

WHEREAS, the Village Board of Trustees has determined that it is in the best interest of the Village to approve a Fourth Amendment to the Employment Agreement with the Village Administrator, a copy of which is attached hereto as **EXHIBIT A**.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND BOARD OF TRUSTEES OF THE VILLAGE OF MUNDELEIN, LAKE COUNTY, ILLINOIS as follows:

SECTION I: The Fourth Amendment to the Employment Agreement with the Village Administrator, a copy of which is attached hereto as **Exhibit A** is hereby approved.

SECTION II: The Mayor and Village Clerk are hereby authorized to execute on behalf of the Village the Fourth Amendment to the Employment Agreement with the Village Administrator.

XXXX this 26th day of August 2024 by a roll call vote.

RESULT:	[Yes 0, No 0, Abstained 0]
MOVER:	None
SECONDER:	None
AYES:	None
NAYS:	None
ABSTAIN:	None

President

ADOPTED: Monday, August 26, 2024

APPROVED: Monday, August 26, 2024

ATTEST: _____

Village Clerk

**FOURTH AMENDMENT TO
EMPLOYMENT AGREEMENT
WITH VILLAGE ADMINISTRATOR**

THIS FOURTH AMENDMENT TO EMPLOYMENT AGREEMENT is entered into on August 26, 2024, by and between the Village of Mundelein, an Illinois municipal corporation, hereinafter called "EMPLOYER" or "VILLAGE," and Eric Guenther, hereinafter called "EMPLOYEE."

WITNESSETH:

WHEREAS, the parties entered into an Employment Agreement, dated July 13, 2020, hereinafter called the "EMPLOYMENT AGREEMENT" under which the EMPLOYER employed the EMPLOYEE as the Village Administrator and the EMPLOYEE accepted such employment;

WHEREAS, the parties entered into a First Amendment to Employment Agreement, dated August 23, 2021, hereinafter called the "EMPLOYMENT AGREEMENT" under which the EMPLOYER employed the EMPLOYEE as the Village Administrator and the EMPLOYEE accepted such employment and to memorialize (a) an extension in the term of the ORIGINAL EMPLOYMENT AGREEMENT and (b) an increase in the EMPLOYEE's annual salary.

WHEREAS, the parties entered into a Second Amendment to Employment Agreement, dated August 22, 2022, hereinafter called the "EMPLOYMENT AGREEMENT" under which the EMPLOYER employed the EMPLOYEE as the Village Administrator and the EMPLOYEE accepted such employment and to memorialize (a) an extension in the term of the ORIGINAL EMPLOYMENT AGREEMENT and (b) an increase in the EMPLOYEE's annual salary.

WHEREAS, the parties entered into a Third Amendment to Employment Agreement, dated August 28, 2023, hereinafter called the "EMPLOYMENT AGREEMENT" under which the

EMPLOYER employed the EMPLOYEE as the Village Administrator and the EMPLOYEE accepted such employment and to memorialize (a) an extension in the term of the ORIGINAL EMPLOYMENT AGREEMENT and (b) an increase in the EMPLOYEE's annual salary.

NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

1. Section V of the FIRST EMPLOYMENT AGREEMENT is hereby amended to provide for an increase in the EMPLOYEE' s annual base salary from \$234,890.00 to \$244,520.00 effective August 3, 2024.

(a) Said annual base salary shall be paid in installments at the same time as other employees for the VILLAGE are paid, except that the accumulated difference between the previous installment payments and the current installment payments shall be paid in a lump sum on the next payroll date on September 6, 2024.

(b) The \$9,630.00 increase in the annual base salary consists of a merit increase of 4.1%.

2. Except as amended herein, all of the terms, conditions and provisions in the EMPLOYMENT AGREEMENT are hereby confirmed and they remain in full force and effect.

IN WITNESS WHEREOF, the Village of Mundelein has caused this FOURTH AMENDMENT to the EMPLOYMENT AGREEMENT to be signed and executed by its Mayor and duly attested by its Village Clerk, and the EMPLOYEE has signed and executed this FOURTH AMENDMENT to the EMPLOYMENT AGREEMENT, both in duplicate on the day and year first above written.

EMPLOYEE

EMPLOYER

VILLAGE OF MUNDELEIN

ERIC GUENTHER

By: _____
MAYOR

ATTEST: _____
VILLAGE CLERK

To: Mayor and Board of Trustees

From: Jennifer Marshall, Executive Assistant

For: Village Board Meeting of August 26, 2024

Subject: CBG Midwest, LLC / American Building Services

Financial Impact:

\$67,510.18 - 100-48299-260 - Other Building / Facilities

To be reimbursed by IL Department of Commerce & Economic Opportunity Grant # 24-203264

Attachments:

None

Background:

The Village's purchase order policy requires the Village Board's approval prior to issuing a purchase order or acquiring products or services over \$20,000. Board approval is respectfully requested.

Recommendation:

Motion to approve purchase order number 14084 in the amount of \$67,510.18 to CGB Midwest, LLC / American Building Services for the purchase of a transaction window for the front counter.

To: Mayor and Board of Trustees

From: Amanda Orenchuk, Director of Community Development

For: Village Board Meeting of August 26, 2024

Subject: BIG Grant Application - Tropical Smoothie Cafe - 518 Townline Road

Financial Impact:

BIG was funded \$175,000 for FYE25. \$25,000 has been allocated to-date. If the requested allocation is approved, the remaining funds will be \$142,100.

Attachments:

1. BIG Application - Tropical Smoothie Cafe - 518 Townline Road (2)

Background:

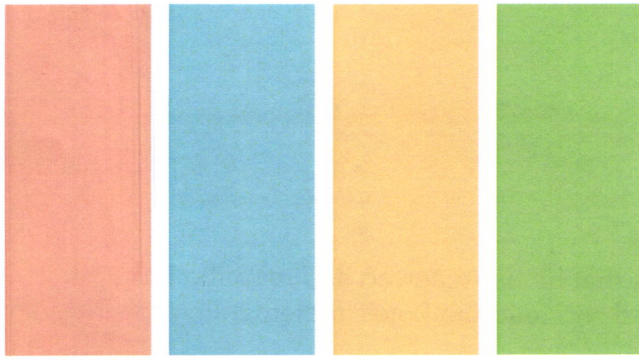
George Trakas from Tropical Smoothie Café has submitted a Business Incentive Grant Application to defray costs of improving the exterior of the property at 518 Townline Road. The exterior improvements include converting two exterior parking spaces into a fenced patio area.

Grant Item Request	Improvement Costs	Total Village Participation
Exterior Improvements	\$15,850	\$7,925
Total	\$15,850	\$7,925

The grant program states the Village will contribute a maximum of \$25,000 towards exterior improvements. In this instance, the applicant would be eligible for reimbursement in the amount of \$7,925. If this grant is awarded, the available Business Incentive Grant budgeted money will be approximately \$142,075.00 for any future projects to be awarded by the Village Board in the remainder of this fiscal year.

Recommendation:

Motion to authorize staff to draft a resolution approving a Business Incentive Grant relating to exterior improvements for Tropical Smoothie Cafe, for the property 518 Townline Road, Mundelein, Illinois.



BUSINESS INCENTIVE GRANT (BIG) PROGRAM & APPLICATION

I. APPLICANT'S BACKGROUND INFORMATION

Name: George Trakas Home Phone: _____

Home Address: _____ Cell Phone: _____

City: _____ State: IL Zip Code: _____ Email: _____

Business Name: Tropical Smoothie Cafe Business Phone: 847-868-0121

Business Address: 518 Townline Rd Business Email: tscmundelein@gmail.com

☐ Business License # or ☒ Tax ID: 86-3303126 (Please indicate which one)

Applicant is: ☐ Owner ☒ Tenant

Preferred Contact: (Please check one)

☐ Home Phone ☐ Home Cell ☒ Home Email ☐ Business Phone ☐ Business Email

How many jobs will be created? 18-25 high Retained? 5-7

How did you hear about the program? ☒ Economic Development Commission ☐ Newsletter
☐ Newspaper ☐ Staff ☐ Other

II. DESCRIPTION OF PROPOSED NEW SIGN(S) OR IMPROVEMENT(S)

Our establishment has faced significant financial challenges since opening, with sales consistently falling short of our operational costs. However, we believe that adding an outdoor patio will be a game-changer for our business. Here's why:

- Sales Boost Potential: Our other restaurants with existing patios have experienced approximately 200% higher sales volume compared to those without outdoor seating. This data demonstrates the clear revenue impact that outdoor dining spaces can have.

- Enhanced Guest Experience: An outdoor patio will provide a delightful ambiance for our guests, allowing them to enjoy their meals in a relaxed and inviting setting. It's an opportunity to create memorable experiences and build stronger customer loyalty.

- Brand Growth and Visibility: By offering outdoor seating, we'll attract more foot traffic and visibility. Passersby will be enticed to stop and dine, and our brand presence will extend beyond the restaurant walls.

We are committed to maximizing the grant funds to create an exceptional outdoor space that benefits both our business and the community. Thank you for considering our application.

III. ITEMIZED ACTIVITY DESCRIPTION Eligible Costs

Concrete Foundation For Patio

Fencing around patio

Patio Furniture

Patio Lights

Demo

Asphalt

GC Fee

IV. TOTAL ELIGIBLE COSTS:

TOTAL OVERALL PROJECT COSTS:

PROJECTED COST

15,000 \$6,850

3,200 \$3,200

2,000 —

2,200 —

2 \$2,100

\$1,200

\$ 22,400 \$2,500

\$ 22,400 \$15,850

Total
20,050

APPLICANT'S AGREEMENT

By signing below, the Applicant acknowledges that he has received and read the Program Description and Requirements and has received and read the Rules Implementing the Program.

The Applicant states that the information contained in this Application is true, correct and complete and agrees to comply with all Village requirements applicable to the Program and the Rules Implementing the Program. The Applicant agrees that in the event of his breach of any condition or provision of the Program or the Rules Implementing the Program or, if any of the information submitted to the Village by the Applicant is found to be false, the Village has the right to terminate the Applicant's participation in the Program.

The Applicant further understands that, after the proposed new sign(s) or improvement(s) have been completed, he must submit a Grant Payment Request Form, Agreement and Affidavit, (on the Form provided by the Village) and detailed cost documentation such as copies of lien waivers, paid invoices, receipts, cancelled checks and credit card statements, in order to receive payment.

The Applicant authorizes the Village to use his name, likeness, photos and/or information about the Project for promotional purposes.

4/22/2024

Date

George Trickey

Applicant Signature

CONSENT FROM PROPERTY OWNER (REQUIRED IF APPLICANT IS A TENANT)

By signing below, the Owner of the subject property authorizes the Applicant to complete the proposed new sign(s) or improvement(s) described in this Grant Application. The Owner also acknowledges that he is jointly and severally liable with the Applicant (tenant) on the Payback Obligation as described in the Program Description and Requirements.

4/22/24

Date

Richard Silverman

Property Owner Name (Print)

847.919.4804

Phone

RSilverman

Property Owner Signature

OFFICE USE ONLY	
	Date of Submission
	Projected Amount of Reimbursement

From: [Alexia](#)
To: [Erin Swanson](#); [George](#)
Subject: EXTERNAL -RE: BIG Application
Date: Friday, July 12, 2024 2:14:20 PM
Attachments: [image001.png](#)
[Business Registration and Certificate of Occupancy IL-046.pdf](#)
[Patio - Bid.pdf](#)
[Patio Bid #2.pdf](#)
[Proposed Patio IL-046 4-25-23.pdf](#)

Caution: This message originated outside of the Village of Mundelein -- DO NOT CLICK on links or open attachments unless you are sure the content is safe. If you have any doubt, contact the sender by phone to confirm.

Hi Erin,

Thank you so much for your patience as we gathered all of the items!

I have attached the following:

- 4 photos of the area(s) to be improved
- Our business license for proof of business
- 2 signed estimates
- Schematic drawing to depict improvements

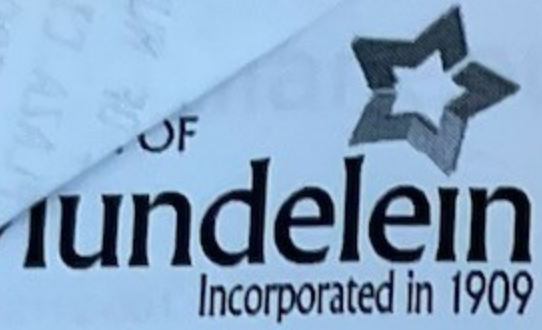
And you will find the background on our business as well as the short description of the improvements below.

- **Written description of business background:** Their menu features tropical-inspired items with options for health-conscious customers, including superfoods and supplements. They provide a laid-back, vacation-like atmosphere and convenience through online ordering and delivery. The cafe also runs a rewards program for frequent visitors and serves breakfast all day. It's a go-to spot for a quick, tropical-flavored meal or drink
- **Short written description of improvements:** We will demo the existing concrete sidewalk, install new concrete for the patio, install patio, and install new patio seating.

Please let me know if you have any questions or if anything else is needed on our end.

Have a great weekend,
Alexia

From: Erin Swanson <eswanson@mundelein.org>
Sent: Friday, April 26, 2024 1:40 PM
To: Alexia <alexia@servehg.com>; George <gtrakas@servehg.com>
Subject: BIG Application



Village of Mundelein
300 Plaza Circle
Mundelein, IL 60060

CERTIFICATE OF BUSINESS REGISTRATION

Receipt Number: BR120024

Registrant Number MR21120005

Registrant Name

Corporation

Address:

City, State, ZIP:

SALEM NAJJAR
GEORGE TRAKAS

42500 W MILE 111 RD
1931 HEATHER LN

NOVI IM 48375
NORTHBROOK IL 60062

Registration Expires April 30, 2022

BS120018

Tropical Smoothie Cafe

518 TOWNLINE RD

Total: \$25.00

VILLAGE OF MUNDELEIN
300 PLAZA CIRCLE
847-949-3200 CR3
DESC RCPT NO.
PERMITS S 940719
Permit Num MF2112001
Invoice Nu 00313482
PERMITS S 940720
Permit Num BR120024
Invoice Nu 00313474
TOTAL 75.00
PAYMENT #000006 AMOUNT PAID 75.00
CASH .00
CHANGE DUE
12/06/21 12:42 cr3
WORKSTATION 3
Register cr3

Mundelein

6060

CIFICATE OF BUSINESS REGISTRATION

Receipt Number: BR120024

Corporation

Address:

City, State, ZIP:

42500 W MILE 111 RD
1931 HEATHER LN

NOVI IM 48375
NORTHBROOK IL 60062

Registration Expires April 30, 2022

BS120018

Tropical Smoothie Cafe

518 TOWNLINE RD

Total: \$25.00



Village of Mundelein

300 Plaza Circle, Mundelein IL 60060

Certificate of Occupancy

CO Issue Date: 18 Nov 2021

Permit Number:

B21-06-100

This certifies that the building, and use thereof, has been inspected and found to comply with the ordinances of the Village of Mundelein and the codes listed below.

Address: 518 TOWNLINE RD

Certificate Number CO2112-001

International Building Code 2015

National Electric Code 2014

Illinois State Plumbing Code 2014

International Fire Code 2015

Use

A-2 Assembly

Construction Type

Type 2 Protected non-combustible (Section 603.0)

Fire Sprinklers

Yes

Occupancy Load

Special Conditions

TROPICAL SMOOTHIE CAFE

Building Commissioner

NOTE: A new certificate of occupancy is required if the use of the building or premises is changed, or if alterations are made to the building or property. A new certificate voids any certificate of prior date.

ESTIMATE

RESA Construction Inc
711 N ELMHURST ROAD
PROSPECT HEIGHTS, IL 60070-1309

Accounting@resaconstruction.com
847-850-5510
www.resaconstruction.com



Bill to
Tropical Smoothie Cate
520 Townline Road
Mundelein, IL 60060

Ship to
Tropical Smoothie Cate
520 Townline Road
Mundelein, IL 60060

Estimate details
Estimate no.: 1072
Estimate date: 07/12/2024

#	Product or service	Description	Qty	Rate	Amount
1.	Services	Demo	1	\$2,100.00	\$2,100.00
2.	Services	Concrete	1	\$6,850.00	\$6,850.00
3.	Services	Asphalt	1	\$1,200.00	\$1,200.00
4.	Services	Patio Fence	1	\$3,200.00	\$3,200.00
5.	Services	OH&P	1	\$2,500.00	\$2,500.00
Total					\$15,850.00

TOJO Builders Inc

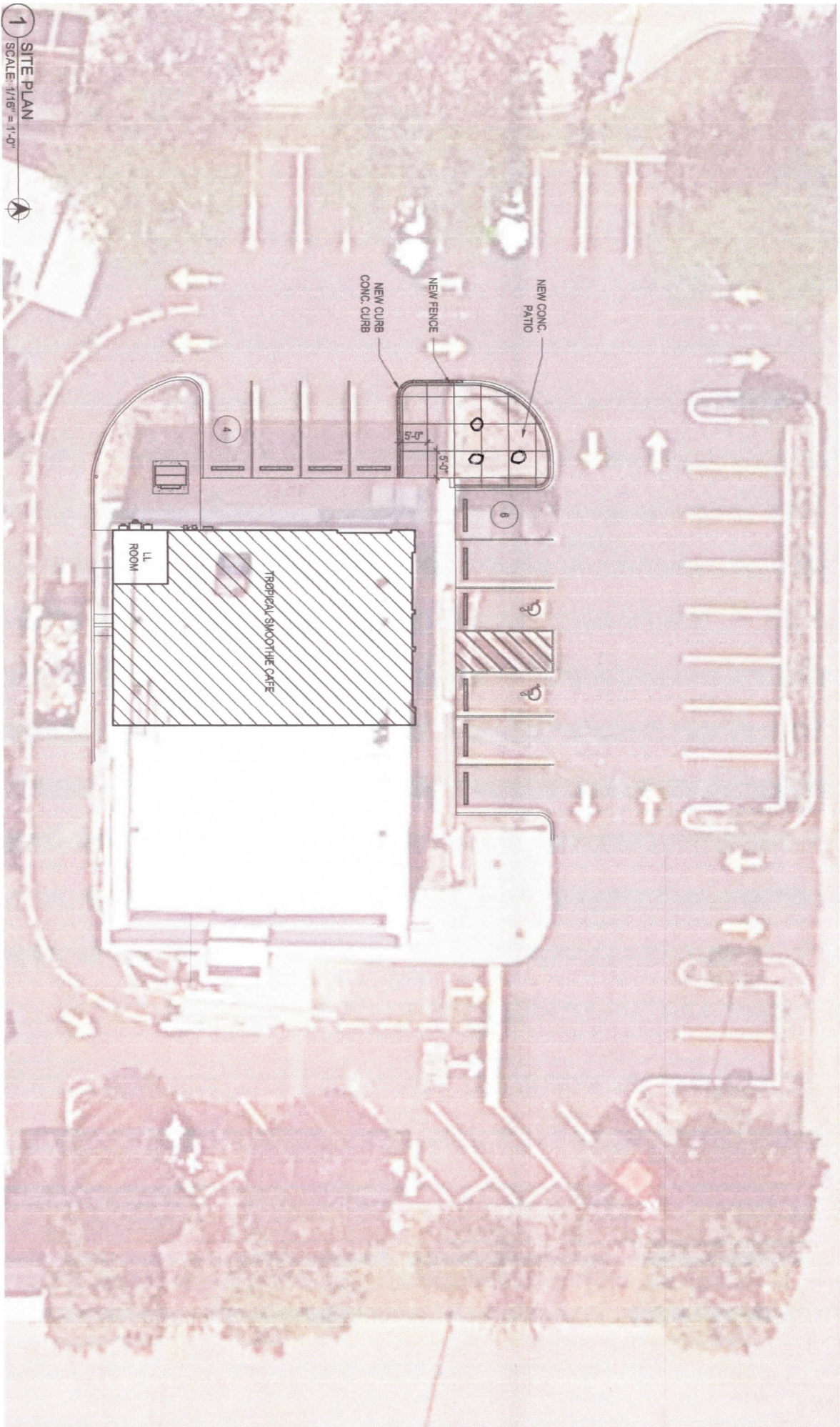
TJObuilders@gmail.com

BILL TO

FOR

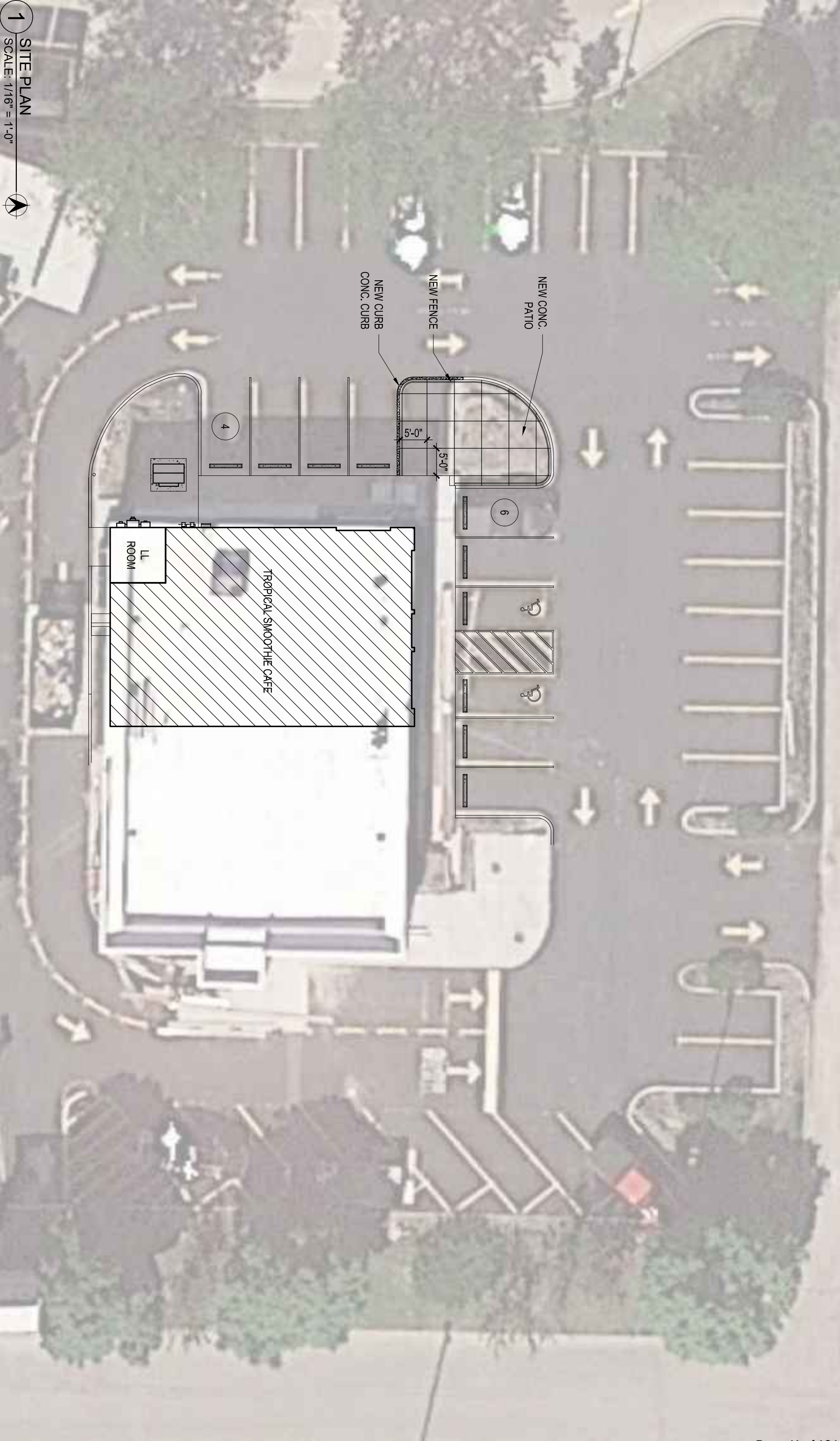
Details

AMOUNTPage 39 of 184



1 SITE PLAN
SCALE: 1/16" = 1'-0"

Architect: 		Project Title: Tropical Smoothie Cafe		Project #: 1674.023	
828 DAVIS ST. SUITE 300 EVANSTON, IL 60201 OFFICE: 847.482.1992 FAX: 312.453.0699		Project Address: 520 Townline Rd, Mundelein, IL 60060		Date: 04/25/2023	
Copyright © 2023 Kolbrook Design, Inc.		Project Description: Proposed Exterior Patio		Sheet:	



Architect:		Project Title:		Project #:	
		Tropical Smoothie Cafe		1674.023	
828 DAVIS ST. SUITE 300 EVANSTON, IL 60201		Project Address:		Date:	
OFFICE: 847.492.1992 FAX: 312.453.0699		520 Townline Rd, Mundelein, IL 60060		04/25/2023	
Copyright © 2023 Kolbrook Design, Inc.		Project Description:		Sheet:	
		Proposed Exterior Patio			



tropical smoothie CAFE





tropical CAFE

SMOOTHIE

OPEN

518



\$250 FINE

VAN ACCESSIBLE

DELIVERY
PICKUP
HERE
↓





3:51

LTE 194

< IL-045 Waukegan-Camera



2024-08-08 Thursday 14:51:01

To: Mayor and Board of Trustees

From: Adam Boeche, Director of Public Works and Engineering

For: Village Board Meeting of August 26, 2024

Subject: Stormwater Management Study

Financial Impact:

\$36,000 - 280-46412-446 - Engineering Design

Attachments:

1. HR Green Proposal
2. HR Green PO Details

Background:

In response to the recent major storm events in July, Public Works and Engineering staff investigated specific sub-tributary areas throughout the Village to determine the worst impacted areas. Two specific areas were heavily impacted; Wellington Avenue and Morris Avenue. In order to determine the most feasible solution to the flooding experienced in these areas, a detailed hydrologic and hydraulic study is necessary. The scope of work proposed by HR Green includes an analysis that will provide potential solutions for the area and the impact that any proposed solution will have to the Seavey Drainage Channel downstream.

HR Green is the most qualified firm to complete this work due to their previous experience in modeling such storm water projects. They have successfully performed numerous projects for the Village, including the design and construction engineering on the Western Slope Drainage Improvement project.

This is an unfunded project in response to the recent storm events to address localized flooding in specific neighborhoods.

Recommendation:

Motion to authorize the Village Engineer to sign a professional services agreement with HR Green, Inc., for a stormwater study and authorize purchase order number 14075 in an amount not-to-exceed \$36,000.



PROFESSIONAL SERVICES AGREEMENT

For

**Mundelein 2024 Drainage Study
Wellington Avenue and Park Street at Morris Avenue**

Mr. Adam M. Boeche, P.E., CFM – Director of Public Works and Engineering
Village of Mundelein
801 Allanson Road
Mundelein, IL 60060
847.949.3290

Logan Gilbertsen, P.E., CFM – Project Manager
HR Green, Inc.
323 Alana Drive
New Lenox, IL 60451
HRG Job No.: 2403389

August 7, 2024

TABLE OF CONTENTS

1.0	PROJECT UNDERSTANDING
2.0	SCOPE OF SERVICES
3.0	DELIVERABLES AND SCHEDULES INCLUDED IN THIS AGREEMENT
4.0	ITEMS NOT INCLUDED IN AGREEMENT/SUPPLEMENTAL SERVICES
5.0	SERVICES BY OTHERS
6.0	CLIENT RESPONSIBILITIES
7.0	PROFESSIONAL SERVICES FEE
8.0	TERMS AND CONDITIONS

THIS **AGREEMENT** is between Village of Mundelein (hereafter "CLIENT") and HR GREEN, INC. (hereafter "COMPANY").

1.0 Project Understanding

1.1 General Understanding

The Village of Mundelein is located in Lake County, Illinois. Two locations within the Village have been experiencing chronic nuisance and structural flooding during rain events. CLIENT has requested COMPANY to complete drainage investigations into these two locations; Wellington Avenue and the intersection of Morris Avenue and E. Park Street.

CLIENT has requested engineering services to perform a limited topographic survey and stormwater study to identify potential improvements that can be implemented to improve the stormwater management conditions within the project areas. The two locations are not hydraulically connected and therefore COMPANY will treat each location as an individual study and will prepare separate memorandums for each site.

1.1.1 Wellington Avenue

As shown in Figure 1 below, Wellington Avenue is located west of US Route 45 (North Lake Street) and south of Illinois Route 176 (Maple Avenue). Wellington Avenue has had a long history of flooding issues. Topographically the area is a low point that relies on a 12" storm sewer to drain. Upon a review of the Lake County contours, the area does not have an overland outlet until ponded water reaches an elevation of approximately 763 which is nearly five (5) feet above the low point at Wellington Avenue.

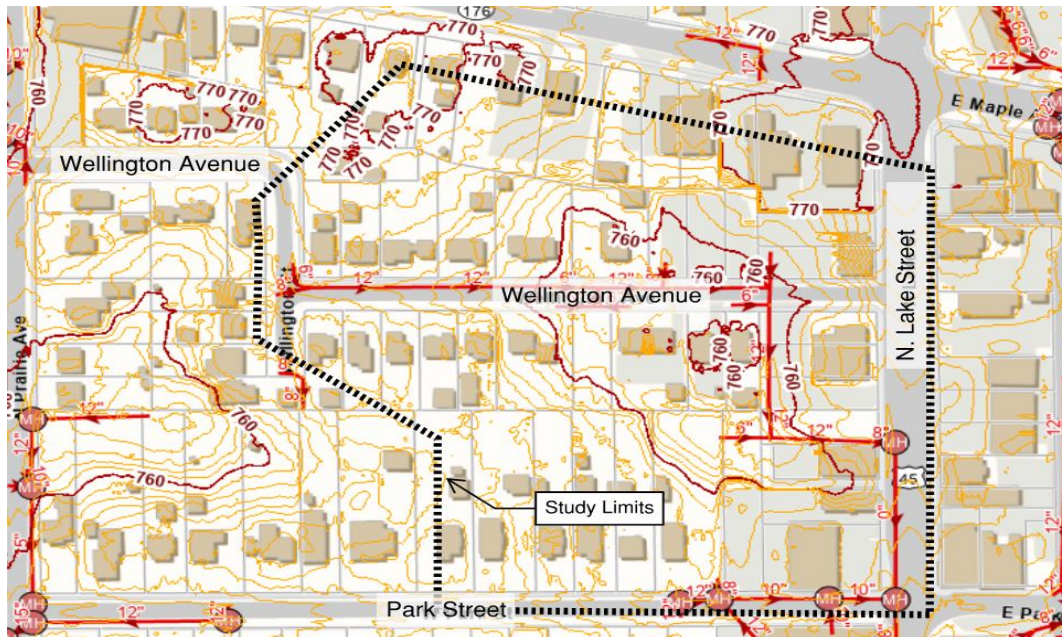


Figure 1: Study Location – Wellington Avenue

Preliminary investigations, research and discussions between COMPANY and the CLIENT determined that it appears that approximately ten (10) structures are at risk of flooding when the existing 12" storm sewer is overwhelmed.

CLIENT has previously worked with Lake County to complete a buy-out of one property that was a repetitive loss site. Currently CLIENT owns 101 Wellington Avenue (Parcel ID 1024416020) and has maintained the parcel as open space. Other adjacent properties including 524 N. Lake Street, 31 Wellington Avenue and 102 Wellington Avenue have been impacted by past events.

1.1.2 Morris Avenue at E. Park Street

As shown in Figure 2 below, The intersection of Morris Avenue and E. Park Street is located south of Maple Avenue and East of N. Lake Street. This location drains generally to the south to the Seavey Drainage Ditch. The intersection is reported to experience flooding which has impacted the private residential structure at 319 E. Park St.

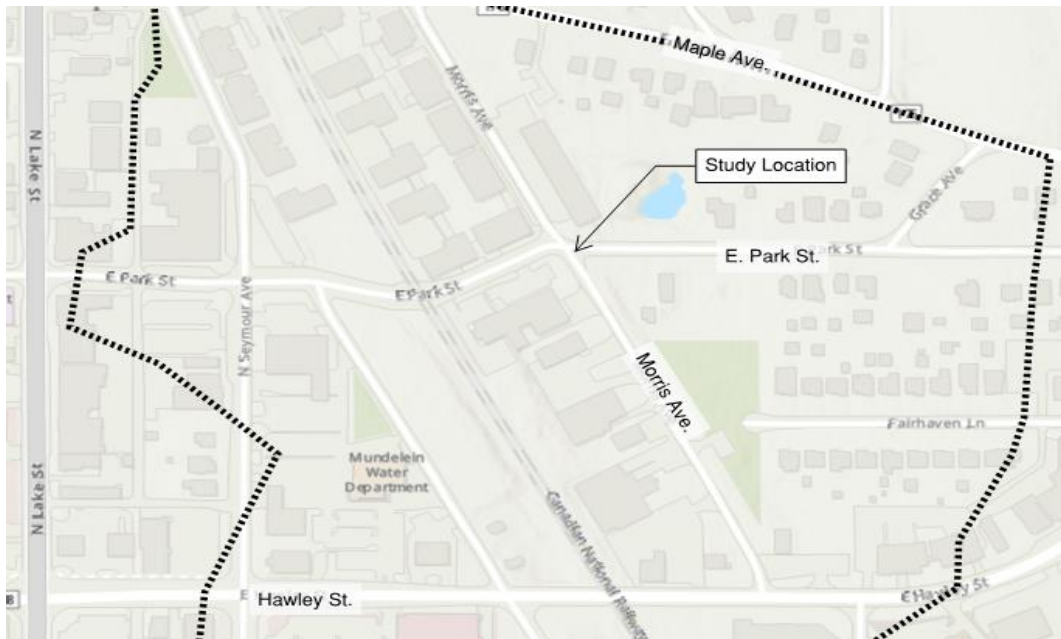


Figure 2: Study Location - Morris Ave. and Park St.

CLIENT owns two vacant parcels (Parcel ID 1119300020 and 1119300021) immediately south of 319 E. Park St which could be utilized in some capacity to help mitigate the flooding at the intersection. It is assumed that detention or conveyance improvements may be proposed on these parcels.

1.2 Design Criteria/Assumptions

This agreement is intended to complete a hydrologic and hydraulic study of the locations as depicted in Figures 1 and 2. The studies will determine the existing available capacity of the storm sewer system, calculate the existing level of service of the area and develop modeling to show the anticipated risks associated with various storm events.

The desire for these locations is to provide up to a 10-year level of service without surcharging the roads or to provide an increased level of service while reducing the risk of flooding to infrastructure and private property. The following additional design criteria and standards shall be used in preparing the concept design:

- Proposed concepts shall be permissible through regulatory agencies,
- Concept designs shall be developed in such a way that the final designs can be completed to Illinois Department of Transportation (IDOT) Standard Specifications for Road and Bridge Construction in Illinois standards.

The following assumptions apply:

- CLIENT will provide GIS data for the study areas upon COMPANY's request.
- CLIENT can provide historical flooding reports, photographs and other documentation of past maintenance work, flooding frequencies, etc.
- Coordination with IDOT or other regulatory agencies is not included in this agreement.

2.0 Scope of Services

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

2.1 Project Administration and Meetings

Project Administration and Coordination will involve the management oversight of the project which will include the on-going review of the project execution, documentation, schedule and budget, contract file management, and general correspondence between COMPANY and CLIENT. Project coordination work will include:

1. Attendance at one kickoff meeting. Within 7 days of the Notice to Proceed, COMPANY will schedule and conduct a project kickoff meeting. COMPANY will prepare an agenda which shall include items pertaining to:
 - Project schedule.
 - Roles and responsibilities of the parties.
 - Points of contact.
 - Key milestones and deliverables.
 - Communication plan.
 - Discussion of items identified in project design considerations for determining project goals and objectives, design criteria, etc.
 - Other items as deemed necessary and requested by CLIENT
2. Attendance at one (1) virtual coordination meeting to review the concept designs prior to completion of the Technical Memorandums. It is anticipated that this meeting will take place after the completion of the conceptual improvement exhibits. COMPANY will prepare a meeting agenda and sign-in sheet.
3. COMPANY will prepare/distribute meeting minutes of all meetings attended which will detail the discussions of attendees along with the action required of the attendees.

4. General correspondence between COMPANY and CLIENT.
5. The Project Manager will send CLIENT a weekly email update briefly discussing the work completed during that week and the work planned for the following week.

2.2 Field Drainage Investigation

A site visit will be performed by a licensed Professional Engineer and Certified Floodplain Manager who is experienced in completing drainage investigations. The site investigation will include a physical visit to the site, collecting photos of the site, opening relevant storm sewer structures for inspection, and collecting pertinent information necessary to complete Task 2.3 (Existing Conditions Hydrologic and Hydraulic Model). The site visit will be conducted after a desktop analysis of the topography and storm sewer atlas has been completed. During the site visit, the Professional Engineer will review site conditions for feasibility of potential improvements to the two study areas. The findings of the Field Drainage Investigation will be documented on a GIS map and included in the final Technical Memorandum.

2.3 Topographic Survey

COMPANY will perform a topographic survey of parcel ID 1119300020 and 1119300021 along Morris Avenue and 1024416020 along Wellington Avenue. Survey will include existing visible features and improvements including limited topography in critical areas including overflow elevations as identified by the Engineer and low entry points on an estimated 12 residential structures within the study areas identified in Figures 1 and 2 above. Existing utilities will be surveyed from visible flags or markings. Approximately 50 storm structures will be surveyed including rim elevation, invert pipe size, direction and elevation as observed at unlocked manholes. Trees will not be surveyed as part of this study. Survey will reference existing NGS control stations, Illinois State Plane Coordinate System East Zone NAD83(2011) and NAVD88 (US Survey Feet). A boundary survey and Plat of Topographic Survey is excluded herein. COMPANY will generate an AutoCAD Civil 3D 2023 drawing of the existing features including one (1) foot contours for use by COMPANY for internal use.

2.4 Existing Conditions Hydrologic and Hydraulic (H&H) Model

COMPANY will review the topographic data, and available GIS data to determine the existing characteristics of the watershed tributary to the two study locations, Wellington Avenue and the intersection of Morris Avenue and E. Park Street. Hydrologic calculations including using Bulletin 75 rainfall data, time of concentration, runoff curve number, stage storage volumetric calculations will be completed based on County topography and used to determine the peak flows tributary to the study area's outlet to the east towards the Lake Street storm sewer system.

COMPANY will use 1-Dimensional and 2-Dimensional XP SWMM modeling software to create an existing conditions model of the storm sewer system, overland flow paths and surface ponding/storage areas. The limits of the hydraulic modeling will follow the study limits outlines in Figures 1 and 2. The model will utilize the SCS curve number method of determining the flows to the storm sewer system. Multiple recurrence and duration storms will be modeled including the 6-month, 1-year, 2-year, 5-year, 10-year, 50-year and 100-year storms. The model will result in hydrographs that depict the critical duration storms for various recurrence intervals and will be used to determine the existing capacity of the stormwater management system. The studies will

provide recommendations for improving the stormwater management system's level of service and to reduce the risk of flooding for private property and public infrastructure. A separate brief memo will be prepared for each study location to summarize the calculations' methodology and recommendations.

2.5 Alternative Analysis

COMPANY will investigate up to three (3) improvement alternatives for each of the two (2) study locations to improving the stormwater conditions within the study area. It is anticipated that these may include:

- Constructing a detention basin adjacent to the low point along Wellington Avenue. This alternative may identify property acquisition.
- Construction a detention basin on the Village owned parcels located south of 319 E Park St.
- Storm sewer improvements
- Potential above ground or below ground detention in other locations within the watershed.

Mechanical alternatives such as pump stations will be avoided and will only be considered if other potential solutions are not able to feasibly provide the desired level of service or an improvement to the drainage conditions.

2.6 Recommendations and Technical Memorandum

COMPANY will summarize the study's methodology, findings, and recommendations into two (2) separate technical memorandums. Each study location will have its own memorandum prepared as a standalone document. The technical memorandums will include an explanation of the modeling methods, results and recommendations based on those results. Recommendations will be included for a preferred alternative that can then be designed and constructed under a separate agreement. At CLIENT's request, COMPANY may present the study's findings to the Village Trustees at a public meeting.

3.0 Deliverables and Schedules Included in this Agreement

COMPANY will provide CLIENT with a digital copy of the stormwater technical memorandum, modeling and associated calculations and exhibits.

COMPANY will complete the project per the following schedule:

- Drainage Investigation within 21 days of the Notice to Proceed (NTP).
- Topographic survey within 35 days of the NTP (weather permitting); and
- Study and deliverables within 150 days of the NTP.

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

4.0 Items not included in Agreement/Supplemental Services

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

1. Boundary Survey or Plat of Easements
2. Topographic Survey, beyond specified in the scope of services
3. Appraisals and negotiations
4. Geotechnical Services
5. Groundwater Study or Report
6. Wetland Delineation Report
7. Archaeological and other Environmental Surveys
8. Funding/Grant Applications or Grant Management
9. Permitting
10. Televising and/or pipe condition analysis
11. Public Meeting
12. Contract Plans

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

5.0 Services by Others

Not Applicable. COMPANY intends to complete all items listed in the Scope of Services section with COMPANY staff.

6.0 Client Responsibilities

- Access to available utility atlas, subdivision plans and available GIS data
- Provide past reports and data
- Access to Conference Room for meetings.

7.0 Professional Services Fee

7.1 Fees

The fee for services will be based on COMPANY standard hourly rates current at the time the AGREEMENT is signed. These standard hourly rates are subject to change upon 30 days' written notice. Non-salary expenses directly attributable to the project such as: (1) mileage expenses associated with travel to and from the site; (2) identifiable communication expenses; (3) identifiable reproduction costs applicable to the work; and (4) outside services will be charged in accordance with the rates current at the time the service is done.

7.2 Invoices

Invoices for COMPANY's services shall be submitted, on a monthly basis. Invoices shall be due and payable upon receipt. If any invoice is not paid within 30 days, COMPANY may, without waiving any claim or right against the CLIENT, and without liability whatsoever to the CLIENT, suspend or terminate the performance of services. The retainer shall be credited on the final invoice. Accounts unpaid 30 days after the invoice date may be subject



to a monthly service charge of 1.5% (or the maximum legal rate) on the unpaid balance. In the event that any portion of an account remains unpaid 60 days after the billing, COMPANY may institute collection action and the CLIENT shall pay all costs of collection, including reasonable attorneys' fees.

7.3 Extra Services

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

7.4 Exclusion

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

7.5 Payment

The CLIENT AGREES to pay COMPANY on the following basis:

Time and material basis with a **Not to Exceed fee of \$36,000.00.**

Task Descriptions	Hours	Total FEE
Task 2.1: Project Management & Meetings	16	\$2,688
Task 2.2: Field Drainage Investigation	22	\$4,167
Task 2.3: Survey	52	\$8,313
Task 2.4: Existing Conditions Modeling (H&H)	37	\$5,946
Task 2.5: Alternative Analysis	44	\$7,240
Task 2.6: Recommendations & Technical Memorandum	49	\$7,646
Total	220	\$36,000

\\hrgreen.com\HRG\Data\2024\2403389\Admin\Proposal\pro-Mundelein_WellingtonAvenue-080624.docx

8.0 Terms and Conditions

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

8.1 Standard of Care

Services provided by COMPANY under this AGREEMENT will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing at the same time and in the same or similar locality.

8.2 Entire Agreement

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

8.3 Time Limit and Commencement of Services

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

8.4 Suspension of Services

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

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

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

8.5 Books and Accounts

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

8.6 Insurance

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

8.7 Termination or Abandonment

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

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

8.8 Waiver

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

8.9 Severability

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

8.10 Successors and Assigns

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

8.11 Third-Party Beneficiaries

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

8.12 Governing Law and Jurisdiction

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

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

8.13 Dispute Resolution

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

8.14 Attorney's Fees

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

8.15 Ownership of Instruments of Service

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

8.16 Reuse of Documents

All project documents including, but not limited to, plans and specifications furnished by COMPANY under this project are intended for use on this project only. Any reuse, without specific written verification or adoption by COMPANY, shall be at the CLIENT's sole risk, and CLIENT shall defend, indemnify and hold harmless COMPANY from all claims, damages and expenses including attorneys' fees arising out of or resulting therefrom.

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

8.17 Failure to Abide by Design Documents or To Obtain Guidance

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

8.18 Opinion of Probable Construction Cost

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

8.19 Design Information in Electronic Form

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

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

submitted electronic materials shall be subject to separate agreement. The CLIENT is aware that differences may exist between the electronic files delivered and the printed hard-copy construction documents. In the event of a conflict between the signed construction documents prepared by the COMPANY and electronic files, the signed or sealed hard-copy construction documents shall govern.

8.20 Information Provided by Others

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

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

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

8.21 Force Majeure

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

8.22 Job Site Visits and Safety

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

8.23 Hazardous Materials

CLIENT hereby understands and agrees that COMPANY has not created nor contributed to the creation or existence of any or all types of hazardous or toxic wastes, materials, chemical compounds, or substances, or any other type of environmental hazard or pollution, whether latent or patent, at CLIENT's premises, or in connection with or related to this project with respect to which COMPANY has been retained to provide professional services. The compensation to be paid COMPANY for said professional services is in no way commensurate with, and has not been calculated with reference to, the potential risk of injury or loss which may be caused by the exposure of persons or property to such substances or conditions. Therefore, to the fullest extent permitted by law, CLIENT agrees to defend, indemnify, and hold COMPANY, its officers, directors,

employees, and consultants, harmless from and against any and all claims, damages, and expenses, whether direct, indirect, or consequential, including, but not limited to, attorney fees and Court costs, arising out of, or resulting from the discharge, escape, release, or saturation of smoke, vapors, soot, fumes, acid, alkalis, toxic chemicals, liquids gases, or any other materials, irritants, contaminants, or pollutants in or into the atmosphere, or on, onto, upon, in, or into the surface or subsurface of soil, water, or watercourses, objects, or any tangible or intangible matter, whether sudden or not.

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

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

8.24 Certificate of Merit

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

8.25 Limitation of Liability

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

8.26 Drywells, Underdrains and Other Infiltration Devices

Services provided by COMPANY under this AGREEMENT do NOT include the geotechnical design of drywells, underdrains, injection wells or any other item that may be devised for the purpose of removing water from the CLIENT'S property by infiltration into the ground. Due to the high variability of soil types and conditions such devices will not be reliable in all cases. While for this reason COMPANY does not recommend the use of these devices, in some cases their use may be necessary to obtain an adequate amount of area for development on the CLIENT'S property. Since the use of these devices is intended to enhance the value of the CLIENT'S property and, in some cases, allow development that would otherwise not be possible, the CLIENT will assume all risks inherent in the design and construction of these devices, unless the contractor or a Geotechnical Engineer assumes these risks. Typical risks include but are not limited to:

- Failure to obtain the required release rate;
- Variability of the soils encountered during construction from those encountered in soil borings. (Soils can vary widely over a small change in location, horizontal or vertical, particularly with regards to permeability);
- Failure of the device due to siltation, poor construction or changes in the water table;

- Need to obtain additional soils information (i.e. borings etc.) to evaluate the function of installed devices;
- Reconstruction of failed or inadequate devices;
- Enlargement of detention/ retention facilities to make up for release rates that are lower than those used in the stormwater design, including engineering design and additional land required for such enlargement; and
- Regular maintenance to remove accumulated silt over the device's life span.

If the use of these devices is required COMPANY will advise the CLIENT that a Geotechnical Engineer must be retained to consult on the project. The CLIENT must enter into a separate agreement directly with this consultant. They will not be sub-contracted through COMPANY nor are their fees included as part of this AGREEMENT. COMPANY will work together with this consultant to obtain a final design. Our collaboration may include the use of a common standard detail or the creation of a new standard detail. COMPANY may make suggestions to the Geotechnical Engineer on ways to tailor these devices to meet the needs of the overall site design. The Geotechnical Engineer will evaluate these suggested details and modifications based on his experience and measured soils information to estimate the release rate for each detail considered. COMPANY may use a release rate of these devices as provided by the Geotechnical Engineer for the design of the stormwater system. This rate may be faxed to us, as a draft copy of the Geotechnical Engineers report or as a final copy of that report. In no case will COMPANY accept responsibility for the determination of the expected release rate of these devices.

If certification of the contractor's construction of these devices is required by the municipality or desired by the CLIENT a Geotechnical Engineer must also be obtained for these services. This is highly recommended in order to observe the actual soils where the devices are being constructed and to verify that the construction methods used do not violate any assumptions made by the Geotechnical Engineer during the design and evaluation of the standard detail. If a Geotechnical Engineer is not retained by the CLIENT to provide construction review, the CLIENT shall assume all risks that the devices may fail requiring additional geotechnical investigation or reconstruction and shall defend, indemnify and hold harmless COMPANY from all claims, damages and expenses including attorneys' fees arising out of or resulting therefrom. Any construction observation services provided by COMPANY shall not include these devices.

8.37 Municipal Advisor

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



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

Sincerely,

HR GREEN, INC.

Logan Gilbertsen, P.E, CFM

Author Name

Approved by:

Printed/Typed Name: Logan Gilbertsen, P.E., CFM

Title: Regional Manager – Water Resources

Date: August 6, 2024

VILLAGE OF MUNDELEIN

Accepted by:

Printed/Typed Name:

Title: _____

Date: _____

\\hrgreen.com\HRG\Data\2024\2403389\Admin\Proposal\pro-Mundelein_WellingtonAvenue-072424.docx

 P.O. Detail Inquiry



Comments

Vendor number/name	P.O. type:	Fiscal Year
2098 HR GREEN COMPANY	D	2025
P.O. number	Line no	P.O. amount
14075	1	36,000.00
P.O. date		
08/07/2024		

Line Level Data

Quantity ordered:	1.00
List price per unit:	36000.0000
Item desc:	2024 DRAINAGE STUDY FOR WELLINGTON AVENUE AND PARK STREET AT MORRIS AVENUE.
Unit of measure:	EA
Discount percentage:	0.00 
Discounted price per unit:	36000.00
Amount:	36,000.00

Account Number		Description	Budget Item	Asset
280-46412-446	Inq	ENGINEERING DESI	0	0



[Add/View Document](#)

To: Mayor and Board of Trustees

From: Kelsey Langelier, Business Services Manager
Adam Boeche, Director of Public Works and Engineering

For: Village Board Meeting of August 26, 2024

Subject: Concrete Curb and Sidewalk Program

Financial Impact:

\$60,000 - 100-46673-441 - Maintenance Sidewalks
\$125,000 - 210-48742-442 - Sidewalks

Attachments:

1. Exhibit A - Proposal

Background:

The FY25 budget provides for contractual services related to concrete repair of various curbs and sidewalks throughout the Village. These repairs are reactive maintenance that improves pedestrian accessibility and prolongs the life of the roadways by fixing deteriorated curbs and gutters. Concrete repair will occur in the Bonniebrook subdivision. Approximately 490 squares of sidewalk will be removed and replaced, and an additional 530 squares will be mud jacked (raised).

Schroeder & Schroeder Inc. provided concrete repair services last year. They submitted a proposal for FY25 services with updated pricing. The pricing reflects a 4% increase over last year. However, after a comparative analysis, these prices are still favorable. Staff recommends waiving bids and accepting the included proposal from Schroeder & Schroeder Inc.

Recommendation:

Motion to adopt a resolution waiving bids, accepting a proposal from Schroeder & Schroeder Inc, Skokie, IL, for concrete repair services, and approving purchase order number 14077 in the amount of \$185,000.00.

I hereby certify that the attached is an original of
Resolution No. R-24-08-45
that said Resolution was adopted on **August 26, 2024**,
that it was posted in the Village Hall commencing on
8/27/2024 and for at least 10 days
thereafter. Copies are available for public inspection
upon request of the Village Clerk.

Village Clerk

RESOLUTION NO. R-24-08-45

A RESOLUTION WAIVING BIDS, ACCEPTING A PROPOSAL FROM SCHROEDER & SCHROEDER, INC, SKOKIE, IL, FOR CONCRETE REPAIR SERVICES, AND APPROVING PURCHASE ORDER NUMBER 14077 IN THE AMOUNT OF \$185,000.00.

WHEREAS, Illinois Compiled Statutes 65 ILCS 5/8-9-1 provides that a contract in which the expense to be incurred by a municipality exceeds \$25,000 shall be competitively bid, except that such contract may be entered into by the proper municipal officers without advertising for bids if authorized by a vote of two-thirds (2/3) of all Trustees then holding office; and

WHEREAS, Section 3.04.020 of the Mundelein Municipal Code provides that a contract in which the expense to be incurred by the Village exceeds \$20,000 may be entered into without advertising for bids if authorized by a vote of two-thirds (2/3) of all Trustees then holding office; and

WHEREAS, FY25 funds are budgeted for concrete repair services; and

WHEREAS, Schroeder & Schroeder Inc. has submitted a proposal, attached hereto, to provide concrete repair services; and

WHEREAS, after comparative analysis, the pricing provided is favorable.

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF MUNDELEIN, COUNTY OF LAKE, STATE OF ILLINOIS, as follows:

SECTION I: The formal competitive bidding process provided in Section 3.04.020 of the Mundelein Municipal Code, and the Illinois Compiled Statutes 65 ILCS 5/8-9-1, is hereby waived for contractual concrete repair services.

SECTION II: The proposal submitted by Schroeder & Schroeder Inc, a copy of which is attached hereto as **Exhibit A**, is accepted.

SECTION III: Purchase order number 14077 in the amount of \$185,000.00 is hereby approved.

XXXX this 26th day of August 2024 by roll call vote.

RESULT:	[Yes 0, No 0, Abstained 0]
MOVER:	None
SECONDER:	None
AYES:	None
NAYS:	None
ABSTAIN:	None

President

ADOPTED: Monday, August 26, 2024

APPROVED: Monday, August 26, 2024

ATTEST: _____

Village Clerk



Schroeder & Schroeder Inc.



CONCRETE CONTRACTORS
7306 CENTRAL PARK - SKOKIE, ILLINOIS 60076
PHONE 847-933-0526 • FAX 847-933-0528

VILLAGE OF MUNDELEIN

2024 PRICING INCLUDING
4% PRICE INCREASE

ITEM	DESCRIPTION	UNIT	2023 UNIT PRICE	2024 UNIT PRICE
1	PCC CURB & GUTTER REPLACEMENT, DEPRESSED	LF	\$ 50.00	\$ 52.00
2	PCC CURB & GUTTER REPLACEMENT, OTHER	LF	\$ 50.00	\$ 52.00
3	PCC SIDEWALK REMOVAL & REPLACEMENT, 4"	SF	\$ 13.25	\$ 13.78
4	PCC SIDEWALK REMOVAL & REPLACEMENT, 6"	SF	\$ 13.25	\$ 13.78
5	PCC SIDEWALK INSTALL, 4"	SF	\$ 18.00	\$ 18.72
6	ADA PANEL	EA	\$ 550.00	\$ 572.00
7	SIDEWALK MUDJACKING	SF	\$ 4.50	\$ 4.68

To: Mayor and Board of Trustees

From: Adam Boeche, Director of Public Works and Engineering

For: Village Board Meeting of August 26, 2024

Subject: Energy Efficiency Project--LED Streetlights Phase 5

Financial Impact:

\$72,248.00 - 100-48743-260 - Street Lights

Attachments:

1. Veregy Contract

Background:

In January 2015, the Board authorized a letter of intent (LOI) with Control Technology and Solutions, LLC (CTS Group), now Veregy, for the design phase of a Village-wide LED streetlight retrofit project. The LOI allowed the firm to complete the engineering on the project and present a comprehensive program that includes retrofits of the entire Village street light inventory. Veregy developed a scope of project that provided the Village with a payback on the project through the energy efficiencies and labor savings generated. The life cycle of the equipment and controls included the project exceeded the payback period, which allows for capital cost avoidance in the future as well. The Village completed four phases of this project. The proposed fifth phase provides retrofits for 72 streetlights located in the downtown corridor.

As part of the LOI agreement, Veregy was obligated to seek out alternative funding sources. This phase of the project will apply for Com Ed grant funding. The original project was publicly bid in 2015 and legislation allows for subsequent phases of work without another solicitation process as this is a continuation of the contract approved at that time.

Recommendation:

Motion to authorize staff to sign a performance contract and execute a purchase order in the amount of \$72,248.00 with Veregy, LLC, for the purpose of continuing work on the Village-wide LED Street Light Retrofit Energy Efficiency Project.

VEREGY AGREEMENT

CUSTOMER NAME:
DATE OF SUBMISSION:

Village of Mundelein
August 12, 2024

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Note Regarding Modifications Made to this Agreement: Provisions in the printed document that are not to be included in the agreement may be deleted by striking through the word, sentence or paragraph to be omitted. It is recommended that unwanted provisions not be made illegible. The parties should be clearly aware of the material deleted from the standard form. **Do not make any modifications to this Agreement unless approval to do so has been granted. Changes may be made only by deletion as explained above, or, by addendum.**

ARTICLE 1

GENERAL PROVISIONS

1.1 This Agreement, including all Attachments, Exhibits, and Schedules referenced herein (hereinafter the "Agreement") dated August 12, 2024 (the "Effective Date") by and between Control Technology & Solutions, L.L.C., a Missouri limited liability company, and VEREGY, LLC, all doing business as "VEREGY" and collectively referred to herein as "VEREGY," with a principal place of business at 16647 Chesterfield Grove Road, Suite 200, Chesterfield, MO 63005, and Village of Mundelein ("CUSTOMER") with a principal place of business at 300 Plaza Circle, Mundelein, IL60060 (collectively the "Parties").

1.2 EXTENT OF AGREEMENT: This Agreement, including all attachments and exhibits hereto, represents the entire agreement between CUSTOMER and VEREGY and supersedes all prior negotiations, representations or agreements. This Agreement shall not be superseded by any provisions of the documents for construction and may be amended only by written instrument signed by both CUSTOMER and VEREGY. None of the provisions of this Agreement shall be modified, altered, changed or voided by any subsequent Purchase Order issued by CUSTOMER, which relates to the subject matter of this Agreement.

1.3 As used in this Agreement, the term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be provided by VEREGY to fulfill VEREGY's obligations, as described in Attachment A and otherwise set forth in the Contract Documents. The Work may constitute the whole or a part of the Project. The Work specifically excludes certain design and construction, which are the subject of separate agreements between CUSTOMER and parties other than VEREGY.

1.4 The Project is the total construction of which the Work performed by VEREGY under this Agreement may be the whole or a part.

1.5 The Contract Documents consist of this Agreement, its attachments, exhibits, schedules, and addenda.

1.6 Installation Schedule means that schedule set out in Attachment B describing the Parties' intentions respecting the times by which the components or aspects of the Work therein set forth shall be installed and/or ready for acceptance or beneficial use by CUSTOMER.

ARTICLE 2

VEREGY'S RESPONSIBILITIES

2.1 VEREGY Services

2.1.1 VEREGY shall be responsible for construction of the Project.

2.1.2 VEREGY will assist in securing permits necessary for the Work. CUSTOMER shall pay such proper and legal fees to public officers and others as may be necessary to the due and faithful performance of the Work and which may arise incidental to the fulfilling of these specifications.

2.2 Responsibilities with Respect to the Work

2.2.1 VEREGY will provide construction supervision, inspection, labor, materials, tools, construction equipment and subcontracted items necessary for the execution and completion of the Work.

2.2.2 VEREGY shall keep the premises in an orderly fashion and free from unnecessary accumulation of waste materials or rubbish caused by its operations. If VEREGY damages property not needed for the Work, VEREGY shall repair the property to its pre-existing condition unless CUSTOMER directs otherwise. At the completion of the Work, VEREGY shall remove waste material supplied by VEREGY under this Agreement as well as all its tools, construction equipment, machinery and surplus material. VEREGY shall dispose of all waste materials or rubbish caused by its operations; provided, that unless otherwise specifically agreed to in this Agreement, VEREGY shall not be responsible for disposal of toxic or

hazardous materials removed from the facilities, such as fluorescent lights, potential polychlorinated biphenyl containing light ballasts and mercury-containing controls, but shall store those materials neatly at a location designated by CUSTOMER.

2.2.3 VEREGY shall give all notices and comply with all laws and ordinances legally enacted as of the date of execution of the Agreement governing the execution of the Work. Provided, however, that VEREGY shall not be responsible nor liable for the violation of any code, law or ordinance caused by CUSTOMER or existing in CUSTOMER's property prior to the commencement of the Work.

2.2.4 VEREGY shall comply with all applicable federal, state and municipal laws and regulations that regulate the health and safety of its workers while providing the Work, and shall take such measures as required by those laws and regulations to prevent injury and accidents to other persons on, about or adjacent to the site of the Work. It is understood and agreed, however, that VEREGY shall have no responsibility for elimination or abatement of health or safety hazards created or otherwise resulting from activities at the site of the Work carried on by persons not in a contractual relationship with VEREGY, including CUSTOMER, CUSTOMER's contractors or subcontractors, CUSTOMER's tenants or CUSTOMER's visitors. CUSTOMER agrees to cause its contractors, subcontractors and tenants to comply fully with all applicable federal, state and municipal laws and regulations governing health and safety and to comply with all reasonable requests and directions of VEREGY for the elimination or abatement of any such health or safety hazards at the site of the work.

2.3 Patent Indemnity

2.3.1 VEREGY shall, at its expense, defend or, at its option, settle any suit that may be instituted against CUSTOMER for alleged infringement of any United States patents related to the hardware manufactured and provided by VEREGY, provided that: 1. Such alleged infringement consists only in the use of such hardware by itself and not as part of, or in combination with, any other devices, parts or software not provided by VEREGY hereunder; 2. CUSTOMER gives VEREGY immediate notice in writing of any such suit and permits VEREGY, through counsel of its choice, to answer the charge of infringement and defend such suit; and 3. CUSTOMER gives VEREGY all needed information, assistance and authority, at VEREGY's expense, to enable VEREGY to defend such suit.

2.3.2 If such a suit has occurred, or in VEREGY's opinion is likely to occur, VEREGY may, at its election and expense: obtain for CUSTOMER the right to continue using such equipment; or replace, correct or modify it so that it is not infringing; or remove such equipment and grant CUSTOMER a credit therefore, as depreciated.

2.3.3 In the case of a final award of damages in any such suit, VEREGY will pay such award. VEREGY shall not, however, be responsible for any settlement made without its written consent.

2.3.4 This article states VEREGY's total liability and CUSTOMER's sole remedy for any actual or alleged infringement of any patent by the hardware manufactured and provided by VEREGY hereunder. In no event shall VEREGY be liable for any indirect, special or consequential damages resulting from any such actual or alleged infringement, except as set forth in this section 2.3.

2.4 Warranties and Completion

2.4.1 VEREGY warrants CUSTOMER good and clear title to all equipment and materials furnished to CUSTOMER pursuant to this Agreement free and clear of liens and encumbrances. VEREGY hereby warrants that all such equipment and materials shall be of good quality and shall be free from defects in materials and workmanship, including installation and setup, for a period of one (1) year from the date of beneficial use or substantial completion of the equipment or portion of the Work in question, provided that no repairs, substitutions, modifications, or additions have been made, except by VEREGY or with VEREGY's written permission, and provided that after delivery such equipment or materials have not been subjected by non-VEREGY personnel to accident, neglect, misuse, or use in violation of any instructions supplied by VEREGY. VEREGY's sole liability hereunder shall be to repair promptly or replace defective equipment or materials, at VEREGY's option and at VEREGY's expense. The limited warranty contained in this Section 2.4.1 shall constitute the exclusive remedy of CUSTOMER and the exclusive liability of VEREGY for any breach of any warranty related to the equipment and materials furnished by VEREGY pursuant to this Agreement.

2.4.2 In addition to the warranty set forth in Section 2.4.1 above, VEREGY shall, at CUSTOMER's request, assign to CUSTOMER any and all manufacturer's or installer's warranties for equipment or materials not manufactured by VEREGY and provided as part of the Work, to the extent that such third-party warranties are assignable and extend beyond the one (1) year limited warranty set forth in Section 2.4.1.

2.4.3 The warranties set forth herein are exclusive, and VEREGY expressly disclaims all other warranties, whether written or oral, implied or statutory, including but not limited to, any warranties of merchantability and fitness for a particular purpose, with respect to the equipment and materials provided hereunder. VEREGY shall not be liable for any special, indirect, incidental or consequential damages arising from, or relating to, this limited warranty or its breach.

2.4.4 VEREGY's warranty excludes remedy for damage or defect caused by abuse, modifications not executed by VEREGY, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage.

2.5 Hazardous Materials

2.5.1 VEREGY and its subcontractors shall not be required to handle, remove, come into contact with, dispose of, or otherwise work with hazardous materials existing on the project site at the date of this Agreement or resulting, either directly or indirectly, from any acts or omissions of CUSTOMER, its employees, agents or assigns, or any of its other contractors or subcontractors. "Hazardous materials" as used herein includes all hazardous or toxic substances or materials as may be so designated by federal, state or local governmental entities. "Hazardous materials" shall also include fungus and mold. If, during the performance of the Work, the presence of hazardous materials is discovered or reasonably suspected, VEREGY shall notify CUSTOMER of such discovery or suspicion and shall be permitted to immediately cease all work which requires contact with or exposure to such hazardous materials, until the CUSTOMER has made arrangements for the removal of the same. VEREGY shall be entitled to an extension of the Contract Time for ceasing work pursuant to this Section.

2.5.2 CUSTOMER shall indemnify, defend, and hold VEREGY and its respective officers, directors, employees, agents and subcontractors (collectively the "Indemnified Parties"), harmless from, against, and in respect of any and all rights, claims, demands, liabilities, obligations, orders, assessments, interest, penalties, fines, settlement payments, costs, expenses and damages, including, without limitation, reasonable legal fees and out-of-pocket expenses ("Damages") imposed upon or incurred by any Indemnified Party and that arise from claims asserted by third parties or by CUSTOMER concerning any Hazardous Materials; provided that the Damages are not the direct result of any act or omission of VEREGY or its agents.

2.5.3 Unless prior to the execution of this Agreement, VEREGY received written notification from CUSTOMER of the existence of Hazardous Materials on the site, and said notice included a description of the Hazardous Materials, and the quantity and location of the Hazardous Materials, CUSTOMER is hereby representing to VEREGY that CUSTOMER is not aware of any Hazardous Materials present at the site.

2.5.4 If the structure(s) where the Contract Work is to be performed was built before 1978, CUSTOMER understands that it may contain lead paint. CUSTOMER also understands that the only way to know whether lead paint is present is to have one or more paint samples in the work area tested. CUSTOMER authorizes those tests to be done by VEREGY and agrees to pay VEREGY for the costs of those tests, in addition to the Contract Price. Alternatively, as a condition of accepting this Contract, CUSTOMER agrees to provide VEREGY with documentation demonstrating, to VEREGY's reasonable satisfaction, that: (1) the areas where the Contract Work is to be performed has been tested and determined to be lead free by a certified risk assessor, certified lead inspector or certified renovator; (2) the areas where the Contract Work is to be performed is paint free; and/or (3) the areas where the Contract Work is to be performed were built after 1977.

ARTICLE 3

CUSTOMER'S RESPONSIBILITIES

3.1 CUSTOMER shall provide VEREGY full information regarding the requirements for the Work.

3.2 CUSTOMER shall designate a representative who shall be fully acquainted with the Work, and who has authority to approve changes in the scope of the Work and render decisions promptly.

3.3 CUSTOMER shall furnish to VEREGY all information regarding legal limitations, utility locations and other information reasonably pertinent to this Agreement, the Work and the Project.

3.4 CUSTOMER shall secure and pay for all necessary approvals, easements, assessments, permits and charges required for the construction, use or occupancy of permanent structures or for permanent changes in existing facilities, including charges for legal and auditing services.

3.5 If CUSTOMER becomes aware of any fault or defect in the Work, it shall give prompt written notice thereof to VEREGY and if such notice is not promptly given, CUSTOMER shall be responsible for any additional repair or remedial costs which could have been avoided if such notice had been promptly given.

3.6 The services and information required by the above paragraphs shall be furnished with reasonable promptness at CUSTOMER's expense and VEREGY shall be entitled to rely upon the accuracy and the completeness thereof.

3.7 Prior to the commencement of the Work and at such future times as VEREGY shall reasonably deem appropriate, CUSTOMER shall furnish evidence in a form satisfactory to VEREGY that sufficient funds are available and committed to pay for the Work. Unless such evidence is furnished, VEREGY is not required to commence or continue any Work. Further, if CUSTOMER does not provide such evidence, VEREGY may stop work upon fifteen (15) days notice to CUSTOMER. The failure of VEREGY to insist upon the providing of this evidence at any one time shall not be a waiver of CUSTOMER's obligation to make payments pursuant to this Agreement, nor shall it be a waiver of VEREGY's right to request or insist that such evidence be provided at a later date.

3.8 CUSTOMER shall comply with all applicable federal, state and municipal laws and regulations governing occupational health and safety in the areas where VEREGY will perform services and/or perform the Work.

CUSTOMER represents and warrants that, except as otherwise disclosed in this Agreement, in the areas where VEREGY will undertake Work or provide services, there are no: (a) materials or substances classified as toxic or hazardous either (i) on or within the walls, floors, ceilings or other structural components, or (ii) otherwise located in the work area, including asbestos or presumed asbestos-containing materials, formaldehyde, containers or pipelines containing petroleum products or hazardous substances, etc.; (b) situations subject to special precautions or equipment required by federal, state or local health or safety regulations; or (c) unsafe working conditions. CUSTOMER shall notify VEREGY of any changes or updates that occur during the course of the Agreement. If any such materials, situations or conditions, whether disclosed or not, are in fact discovered by VEREGY or others and provide an unsafe condition for the performance of the Work or services, the discovery of the material, situation or condition shall constitute a cause beyond VEREGY's reasonable control and VEREGY shall have the right to cease or not commence the Work until the area has been made safe by CUSTOMER or CUSTOMER's representative, at CUSTOMER's expense.

To the fullest extent allowed by law, customer shall indemnify and hold VEREGY harmless from and against any and all claims and costs of whatever nature, including but not limited to, consultants' and attorneys' fees, damages for bodily injury and property damage, fines, penalties, cleanup costs and costs associated with delay or work stoppage, that in any way results from or arises under the breach of the representations and warranties in this section, the existence of mold or a hazardous substance at a site, or the occurrence or existence of the situations or conditions described in this section, whether or not customer provides VEREGY advance notice of the existence or occurrence and regardless of when the hazardous substance or occurrence is discovered or occurs. This indemnification shall survive termination of this agreement for whatever reason. Nothing in this section shall be construed to require that customer indemnify and hold harmless VEREGY from claims and costs resulting from the negligent use by VEREGY of any hazardous substance brought to the site by VEREGY (and customer acknowledges that VEREGY may bring to the site lubricants or other materials that are routinely used in performing maintenance and that may be classified as hazardous).

3.9 In addition to the price set forth in Article 6 of this Agreement, CUSTOMER shall pay any present and future taxes or any other governmental charges now or hereafter imposed by existing or future laws with respect to the sale, transfer, use, ownership or possession of the Work provided hereunder, excluding taxes on VEREGY's net income.

3.10 VEREGY shall be entitled to rely on the accuracy of the information furnished by CUSTOMER. The CUSTOMER shall furnish information and services required of CUSTOMER by the Contract Documents with reasonable promptness.

ARTICLE 4

SUBCONTRACTS

- 4.1** At its exclusive option, VEREGY may subcontract some or all of the Work.
- 4.2** A Subcontractor is a person or entity who has a direct contract with VEREGY to provide work, labor and materials in connection with the Work. The term Subcontractor does NOT include any separate contractors employed by CUSTOMER or such separate contractors' subcontractors.
- 4.3** For the purposes of this Agreement, no contractual relationship shall exist between CUSTOMER and any Subcontractor. VEREGY shall be responsible for the management of its Subcontractors in their performance of their Work.
- 4.4** CUSTOMER shall not hire any of VEREGY's Subcontractors without the prior written approval of VEREGY.

ARTICLE 5

INSTALLATION AND ACCEPTANCE

- 5.1** The Work to be performed under this Agreement shall be commenced and substantially completed as set forth in the Installation Schedule attached hereto as Attachment B.
- 5.2** If VEREGY is delayed at any time in the progress of performing its obligations under this Agreement by any act of neglect of CUSTOMER or of any employee or agent of CUSTOMER or any contractor employed by CUSTOMER; or by changes ordered or requested by CUSTOMER in the Work performed pursuant to this Agreement; or by labor disputes, fire, unusual delay in transportation or deliveries, adverse weather conditions or other events or occurrences which could not be reasonably anticipated; or unavoidable casualties; or by any pandemic, international, national or regional health crisis or condition or any federal, state or local directive, declaration of emergency or order to suspend, shut down or suspend business in general or the Work in particular, resulting from said pandemic or crisis, that impacts the provision of labor or interferes with VEREGY's or any of VEREGY's subcontractor's ability to procure materials, supplies or equipment, or that otherwise disrupts or shuts down the jobsite, either temporarily or for an extended duration ("Pandemic Delay"); or any other problem beyond VEREGY's reasonable control (an "Excusable Delay"), then the time for performance of the obligations affected by such Excusable Delay shall be extended by the period of any delay actually incurred as a result thereof. If any delay, or cumulative delays, within CUSTOMER's control, extends beyond ten (10) days, CUSTOMER shall reimburse VEREGY for all additional costs resulting therefrom. VEREGY shall be entitled to additional compensation for any added costs associated with the performance of the Work caused by any Pandemic Delay.
- 5.3** VEREGY shall provide Delivery and Acceptance Certificates in a form acceptable to CUSTOMER and VEREGY (the "Delivery and Acceptance Certificates") for the Work provided pursuant to the Schedule identified in Attachment F. Upon receipt of each Delivery and Acceptance Certificate, CUSTOMER shall promptly inspect the Work performed by VEREGY identified therein and execute each such Delivery and Acceptance Certificate as soon as reasonably possible, but in no event later than ten (10) days after delivery of the same by VEREGY, unless CUSTOMER provides VEREGY with a written statement identifying specific material performance deficiencies that it wishes VEREGY to correct. VEREGY will use reasonably diligent efforts to correct all such material deficiencies and will give written notice to CUSTOMER when all such items have been corrected. The Parties intend that a final Delivery and Acceptance Certificate will be executed for the Work as soon as all Work is installed and operating. Execution and delivery by CUSTOMER of such final Delivery and Acceptance Certificate with respect to the Work shall constitute "Final Acceptance" of such Work performed by VEREGY pursuant to the Installation Schedule.

ARTICLE 6

PRICE AND PAYMENT

- 6.1** **Price**
- 6.1.1** The price for the Work is seventy-two thousand, two-hundred forty-eight Dollars (\$72,248), subject to the adjustments set forth in Articles 5 and 7.

6.1.2 The price is based upon laws, codes and regulations in existence as of the date this Agreement is executed. Any changes in or to applicable laws, codes and regulations affecting the cost of the Work shall be the responsibility of CUSTOMER and shall entitle VEREGY to an equitable adjustment in the price and schedule.

6.1.3 The price will be modified for delays caused by CUSTOMER and for Changes in the Work, all pursuant to Article 7.

6.1.4 The license fees for all licensed software are included in the price to be paid by CUSTOMER as identified in this Article 6.

6.1.5 If, at any time, CUSTOMER requests overtime work which requires overtime or premium pay, VEREGY shall be entitled to add such premium or overtime pay to the Contract Price, plus VEREGY's overhead and profit.

6.1.6 The Contract Price does not include the items of work specifically excluded in Attachment A. If CUSTOMER requests VEREGY to perform any of the work expressly excluded in said Attachment, the cost for this additional work, plus VEREGY's overhead and profit, shall be added to the Contract Price.

6.2 Payment

6.2.1 Upon execution of this Agreement, CUSTOMER shall pay or cause to be paid to VEREGY the full price for the Work, in accordance with the Payment Schedule, Attachment C. Payment shall be made net thirty (30) days of invoice date.

6.2.2 Payments due and unpaid shall bear interest from the date payment is due at the rate of 1 ½% per month, compounded monthly. In the event that Customer failed to pay VEREGY any sums due, Customer shall pay VEREGY all attorney's fees incurred by VEREGY in collecting amounts owed to VEREGY under this Agreement. If a progress payment is not paid by the due date, VEREGY reserves the right (without further notice) to immediately stop work until the progress payment then due is made, increased by the amount of VEREGY's costs of shutdown, delay and startup and, in such event, VEREGY will not be liable or responsible for any damages, costs or delays whatsoever due to such work stoppage. VEREGY reserves the right (without further notice) to terminate this Agreement altogether if work is stopped for thirty (30) or more days (whether or not consecutive days) because of a failure to make progress payments, and, in such event, also reserves the right to recover payment for all work executed and losses from stoppage of the work including reasonable overhead and profit.

ARTICLE 7

CHANGES IN THE PROJECT

7.1 A Change Order is a written order signed by CUSTOMER and VEREGY authorizing a change in the Work or adjustment in the price, or a change to the Installation Schedule described in Attachment B. Each Change Order shall describe the change in the work, the amount of adjustment, if any, to the Contract Price, and the extent of any adjustment to the completion date.

7.2 CUSTOMER may request VEREGY to submit proposals for changes in the Work. Unless otherwise specifically agreed to in writing by both parties, if VEREGY submits a proposal pursuant to such request but CUSTOMER chooses not to proceed, CUSTOMER shall issue a Change Order to reimburse VEREGY for any and all costs incurred in preparing the proposal.

7.3 Claims for Concealed or Unknown Conditions

The Contract Price has been based on normal site conditions, without allowance for any additional work that might be caused by unanticipated site conditions. If conditions are encountered at the site that are (1) subsurface or otherwise concealed physical conditions which differ materially from those indicated in the Contract Documents, or (2) unknown physical conditions of an unusual nature, which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, then notice by the

observing party shall be given to the other party promptly before conditions are disturbed and in no event later than twenty-one (21) days after first observance of the conditions, and, if appropriate, an equitable adjustment to the Contract Price and Installation Schedule shall be made by a Change Order. Said adjustment in Contract Price shall include VEREGY's overhead and profit. If agreement cannot be reached by the Parties, the party seeking an adjustment in the Price or Installation Schedule may assert a claim in accordance with Paragraph 7.4.

7.4 If VEREGY wishes to make a claim for an increase in the Contract Price or an extension in the Installation Schedule it shall give CUSTOMER written notice thereof within a reasonable time after the occurrence of the event giving rise to such claim. This notice shall be given by VEREGY before proceeding to execute the Work, except in an emergency endangering life or property, in which case VEREGY shall have the authority to act, in its discretion, to prevent threatened damage, injury or loss. Claims arising from delay shall be made within a reasonable time after the delay. Increases based upon design and estimating costs with respect to possible changes requested by CUSTOMER shall be made within a reasonable time after the decision is made not to proceed with the change. No such claim shall be valid unless so made. If CUSTOMER and VEREGY cannot agree on the amount of the adjustment in the Price, or the Installation Schedule, it shall be determined pursuant to the provisions of Article 12. Any change in the Price or the Installation Schedule resulting from such claim shall be authorized by Change Order.

7.5 Emergencies

In any emergency affecting the safety of persons or property, VEREGY shall act, at its discretion, to prevent threatened damage, injury or loss. Any increase in the Price or extension of time claimed by VEREGY on account of emergency work shall be determined as provided in Section 7.4.

7.6 Minor Changes

VEREGY shall, without CUSTOMER's approval, have the authority to make minor changes in the Work so long as they do not result in a material alteration or modification or cause an adjustment to the Contract Price or an extension of the Contract Time.

ARTICLE 8

INSURANCE, INDEMNITY, WAIVER OF SUBROGATION, AND LIMITATION OF LIABILITY

8.1 Indemnity

8.1.1 VEREGY agrees to indemnify and hold CUSTOMER, and CUSTOMER's consultants, agents and employees harmless from all claims for bodily injury and property damages [other than the Work itself and other property insured under Paragraph 8.4] to the extent such claims result from or arise under VEREGY's negligent actions or willful misconduct in its performance of the Work, nothing in this article shall be construed or understood to alter the limitations of liability contained in this article, article 2, or the indemnification contained in section 3.8. Except as otherwise provided herein, VEREGY's obligation, if any, to indemnify the CUSTOMER does not extend to losses sustained in whole or in part as a result of the CUSTOMER's (or its agent's) acts or omissions.

8.1.2 CUSTOMER shall indemnify and hold harmless VEREGY and VEREGY's consultants, agents and employees from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of, or resulting from, any act or omission of CUSTOMER or CUSTOMER's contractors, consultants, agents or employees.

8.1.3 CUSTOMER shall require any other contractor who may have a contract on this project with CUSTOMER to perform work in the areas where Work will be performed under this Agreement to agree to indemnify CUSTOMER and VEREGY and hold them harmless from all claims for bodily injury and property damage [other than property insured under Paragraph 8.4] that may arise from that contractor's operations. Such provisions shall be in a form satisfactory to VEREGY.

8.2 Contractor's Liability Insurance

8.2.1 VEREGY shall purchase and maintain such insurance as will protect it from claims that may arise out of or result from VEREGY's operations under this Agreement.

8.2.2 The Commercial General Liability Insurance shall include premises-operations (including explosion, collapse and underground coverage), elevators, independent contractors, completed operations, and blanket contractual liability on all written contracts, all including broad form property damage coverage.

8.2.3 VEREGY's Commercial General and Automobile Liability Insurance, as required by Subparagraphs 8.2.1 and 8.2.2, shall be written for not less than limits of liability as follows:

- (a) **Commercial General Liability**
Combined Single Limit
\$ 1,000,000 Each Occurrence

\$ 2,000,000 Product & Completed Operations
Aggregate

\$ 2,000,000 General Aggregate
Other Than Products & Completed Operations
- (b) **Commercial Automobile Liability** Combined Single Limit
\$ 1,000,000 Each Occurrence

8.2.4 VEREGY shall maintain at all times during the performance of the Work and Services hereunder, Workman's Compensation Insurance in accordance with the laws of the State in which the Work is performed.

8.3. CUSTOMER's Liability Insurance

8.3.1 CUSTOMER shall be responsible for purchasing and maintaining its own liability insurance and, at its option, may purchase and maintain such insurance as will protect it against claims that may arise from operations under this Agreement.

8.4 Insurance to Protect Project

8.4.1 CUSTOMER shall purchase and maintain all risk full cost replacement property insurance in a form acceptable to VEREGY for the length of time to complete the Project. This insurance shall include as named additional insureds VEREGY and VEREGY's Subcontractors and Sub-subcontractors and shall include, at a minimum, coverage for fire, windstorm, flood, earthquake, theft, vandalism, malicious mischief, transit, collapse, testing, and damage resulting from defective design, workmanship, or material. CUSTOMER will increase limits of coverage, if necessary, to reflect estimated replacement costs. CUSTOMER will be responsible for any co-insurance penalties or deductibles. If the Work covers an addition to or is adjacent to an existing building, VEREGY and its Subcontractors and Sub-subcontractors shall be named additional insureds under CUSTOMER's Property Insurance covering such building and its contents.

8.4.1.1 If CUSTOMER finds it necessary to occupy or use a portion or portions of the Facilities prior to Substantial Completion thereof, such occupancy shall not commence prior to a time mutually agreed to by CUSTOMER and VEREGY and to which the insurance company or companies providing the property insurance have consented by endorsement to the policy or policies. This insurance shall not be canceled or lapsed on account of such partial occupancy. Consent of VEREGY and of the insurance company or companies to such occupancy or use shall not be unreasonably withheld.

8.4.2 CUSTOMER shall purchase and maintain such insurance as will protect CUSTOMER and VEREGY against loss of use of CUSTOMER's property due to those perils insured pursuant to Subparagraph 8.4.1. Such policy will provide coverage for expenses of expediting materials, continuing overhead of CUSTOMER and VEREGY, necessary labor expense including overtime, loss of income by CUSTOMER and other determined exposures. Exposures of CUSTOMER and VEREGY shall be determined by mutual agreement and separate limits of coverage fixed for each item.

8.4.3 CUSTOMER shall provide Certificate(s) of Insurance to VEREGY before work on the Project begins. All insurance coverage(s) must be with a carrier rated A or better by one of the National Insurance Rating Agencies such as A.M. Best. VEREGY will be given sixty (60) days notice of cancellation, non-renewal, or any endorsements restricting or reducing coverage.

8.5 Property Insurance Loss Adjustment

8.5.1 Any insured loss shall be adjusted with CUSTOMER and VEREGY and made payable to CUSTOMER and VEREGY as trustees for the insureds, as their interests may appear, subject to any applicable mortgagee clause.

8.5.2 Upon the occurrence of an insured loss, monies received will be deposited in a separate account and the trustees shall make distribution in accordance with the agreement of the parties in interest, or in the absence of such agreement, in accordance with an arbitration award pursuant to Article 12. If the trustees are unable to agree between themselves on the settlement of the loss, such dispute shall also be submitted to arbitration pursuant to Article 12.

8.6 Waiver of Subrogation

8.6.1 CUSTOMER and VEREGY waive all rights against each other, Architects and Engineers, Subcontractors and Sub-subcontractors for damages caused by perils covered by insurance provided under Paragraph 8.4, except such rights as they may have to the proceeds of such insurance held by CUSTOMER and VEREGY as trustees. VEREGY may require similar waivers from all Subcontractors and Sub-subcontractors.

8.6.2 CUSTOMER and VEREGY waive all rights against each other, Architects and Engineers, Subcontractor and Sub-subcontractors for loss or damage to any equipment used in connection with the Project, which loss is covered by any property insurance. VEREGY may require similar waivers from all Subcontractors and Sub-subcontractors.

8.6.3 CUSTOMER waives subrogation against VEREGY, Subcontractors and Sub-subcontractors on all property and consequential loss policies carried by CUSTOMER on adjacent properties and under property and consequential loss policies purchased for the Project after its completion.

8.6.4 If the policies of insurance referred to in this Paragraph 8.6 require an endorsement to provide for continued coverage where there is a waiver of subrogation, the owners of such policies will cause them to be so endorsed.

8.7 Limitation of Liability

8.7.1 In no event shall VEREGY be liable for any special, incidental, indirect, speculative, remote, or consequential damages arising from, relating to, or connected with the work, equipment, materials, or any goods or services provided hereunder. The CUSTOMER waives claims against VEREGY for consequential damages arising out of or relating to this Agreement. This waiver includes damages incurred by CUSTOMER for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons.

ARTICLE 9

TERMINATION OF THE AGREEMENT

9.1 If VEREGY defaults in, or fails or neglects to carry forward the Work in accordance with this Agreement, CUSTOMER may provide notice in writing of its intention to terminate this Agreement to VEREGY. If VEREGY, following receipt of such written notice, neglects to cure or correct the identified deficiencies within thirty (30) business days, CUSTOMER may provide a second written notice. If VEREGY has not, within thirty (30) business days after receipt of such notice, acted to remedy and make good such deficiencies, CUSTOMER may terminate this Agreement and take possession of the site together with all materials thereon, and move to complete the Work itself expediently. If the unpaid balance of the contract sum exceeds the expense of finishing the Work, the excess shall be paid to VEREGY, but if the expense exceeds the unpaid balance, VEREGY shall pay the difference to CUSTOMER.

9.2 If CUSTOMER fails to make payments as they become due, or otherwise defaults or breaches its obligations under this Agreement, VEREGY may give written notice to CUSTOMER of VEREGY's intention to terminate this Agreement. If, within seven (7) days following receipt of such notice, CUSTOMER fails to make the payments then due, or otherwise fails to cure or perform its obligations, VEREGY may, by written notice to CUSTOMER, terminate this Agreement and recover from CUSTOMER payment for Work executed and for losses sustained for materials, tools, construction equipment and machinery, including but not limited to, reasonable overhead, profit and applicable damages.

ARTICLE 10

ASSIGNMENT

10.1 Neither party to the Agreement shall assign this Agreement or sublet it as a whole without the written consent of the other party. Such consent shall not be reasonably withheld, except that VEREGY may assign to another party the right to receive payments due under this Agreement. VEREGY may enter into subcontracts for the Work without obtaining CUSTOMER's consent.

ARTICLE 11

MISCELLANEOUS PROVISIONS

11.1 The Table of Contents and headings in this Agreement are for information and convenience only and do not modify the obligations of this Agreement.

11.2 Confidentiality. As used herein, the term "CONFIDENTIAL INFORMATION" shall mean any information in readable form or in machine readable form, including software supplied to CUSTOMER by VEREGY that has been identified or labeled as "Confidential" and/or "Proprietary" or with words of similar import. CONFIDENTIAL INFORMATION shall also mean any information that is disclosed orally and is designated as "Confidential" and/or "Proprietary" or with words of similar import at the time of disclosure and is reduced to writing, marked as "Confidential" and/or "Proprietary" or with words of similar import, and supplied to the receiving party within ten (10) days of disclosure.

All rights in and to CONFIDENTIAL INFORMATION and to any proprietary and/or novel features contained in CONFIDENTIAL INFORMATION disclosed are reserved by the disclosing party; and the party receiving such disclosure will not use the CONFIDENTIAL INFORMATION for any purpose except in the performance of this Agreement and will not disclose any of the CONFIDENTIAL INFORMATION to benefit itself or to damage the disclosing party. This prohibition includes any business information (strategic plans, etc.) that may become known to either party.

Each party shall, upon request of the other party or upon completion or earlier termination of this Agreement, return the other party's CONFIDENTIAL INFORMATION and all copies thereof.

Notwithstanding the foregoing provisions, neither party shall be liable for any disclosure or use of information disclosed or communicated by the other party if the information:

- (a) is publicly available at the time of disclosure or later becomes publicly available other than through breach of this Agreement; or
- (b) is known to the receiving party at the time of disclosure; or
- (c) is subsequently rightfully obtained from a third party on an unrestricted basis; or
- (d) is approved for release in writing by an authorized representative of the disclosing party.

The obligation of this Article shall survive any expiration, cancellation or termination of this Agreement.

11.3 If any provision is held illegal, invalid or unenforceable, the remaining provisions of this Agreement shall be construed and interpreted to achieve the purposes of the Parties.

11.4 Risk of loss for all equipment and materials provided by VEREGY hereunder shall transfer to CUSTOMER upon delivery to CUSTOMER's Facilities from VEREGY or its Subcontractor and title shall pass upon final acceptance or final payment by CUSTOMER to VEREGY, whichever occurs later.

11.5 Final notice or other communications required or permitted hereunder shall be sufficiently given if personally delivered to the person specified below, or if sent by registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

To VEREGY:
VEREGY
Attention: Albert Willis, Veregy VP, Midwest
16647 Chesterfield Grove Road, Suite 200

Chesterfield, MO 63005

To CUSTOMER:
Village of Mundelein
Attention: Adam Boeche, Director of Public Works and Engineering
300 Plaza Circle
Mundelein, IL 60060

11.6 Waiver. VEREGY's failure to insist upon the performance or fulfillment of any of CUSTOMER's obligations under this Agreement shall not be deemed or construed as a waiver or relinquishment of the future performance of any such right or obligation hereunder.

11.7 If any provision of this Agreement or the application thereof to any circumstances shall be held to be invalid or unenforceable, then the remaining provisions of this Agreement or the application thereof to other circumstances shall not be affected hereby and shall be valid and enforceable to the fullest extent permitted by law.

11.8 Performance/Payment Bond. VEREGY shall furnish a performance bond and payment bond covering the construction of the work in an amount equal to the contract price prior to commencement of work in a form acceptable to CUSTOMER.

11.9 This bond covers only the performance and payment exposure associated with the performance of the construction portion of the work. The energy savings, additional savings, guaranteed savings, savings shortfalls are not under any circumstances covered under this bond or an obligation that the surety is responsible for.

11.10 Ambiguities. The parties have each had the opportunity to review and negotiate the terms of this Agreement, and any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement.

11.11 Headings. The section headings contained herein are intended for convenience and reference only, and are not a part of this Agreement.

11.12 Authority to Enter into this Contract. The persons signing the Agreement on behalf of the parties are authorized to execute and accept contracts of this nature.

11.13 CUSTOMER Representations. To the extent applicable, the CUSTOMER warrants that it has the necessary power and authority to enter into this Agreement and this Agreement has been duly authorized by its duly elected representatives. This Agreement is a legal, valid and binding obligation of the CUSTOMER.

11.14 Labor Relations. Should picketing or other labor activity occur on the jobsite by unions or union agents or representatives with issues against CUSTOMER or with VEREGY or as a result of any VEREGY Subcontractor performing the Work utilizing non-union personnel, then CUSTOMER shall mitigate any resulting conditions that impede the progress of the Work, and CUSTOMER shall take all action necessary to allow the Work to progress uninterrupted and without delay. CUSTOMER acknowledges that the Project may have non-union personnel performing the Work. Any costs incurred by VEREGY due to any interference, disruptions, delays or picketing by unions or union representatives shall be reimbursed by CUSTOMER.

ARTICLE 12

LIMIT OF LIABILITY – FIRE AND/OR SECURITY SYSTEMS

13.1 The parties agree that VEREGY is not an insurer; that the fire and/or security system and/or Service purchased herein is designed only to reduce the risk of loss; that CUSTOMER chose such system and/or Service from several levels of protection offered by VEREGY; that VEREGY will not be held liable for any loss, whether in tort or contract, which may arise from the failure of the system and/or Service; and that customer will indemnify, defend and save VEREGY harmless from any and all loss, claims, actions, causes of actions or expense, including attorneys' fees, arising from the actual or alleged malfunction or nonfunction of the system and/or service. The parties further agree that this Agreement shall not confer any rights on the part of any person or entity not a party hereto, whether as a third-party beneficiary or otherwise.

Because it is extremely difficult to assess actual damages arising from the failure of a system and/or service, the parties agree that if any liability is imposed on VEREGY for damages or personal injury to either customer or any third party, such liability shall be limited to an aggregate amount not to exceed the value of the system installed. This sum shall be paid either as (i) liquidated damages and not as a penalty, or (ii) a limitation of liability agreed upon by the parties. No suit or action shall be brought against VEREGY more than one (1) year after the accrual of the cause of action thereof.

ARTICLE 13
ALLOCATION OF SECTION 179D DEDUCTION
TO DESIGNER

13.1 CUSTOMER acknowledges and represents that the project site where VEREGY’s Work is to be performed and all building and improvements located on the same are “government-owned buildings” as CUSTOMER is a political subdivision and CUSTOMER owns said property, building and other improvements where the Work is to be performed. CUSTOMER hereby allocates to VEREGY any and all Section 179D deductions for the Work. CUSTOMER further acknowledges that VEREGY is the entity that has created and is primarily responsible for the technical specifications for installation of energy efficient work at CUSTOMER’s commercial building property, as described herein. CUSTOMER agrees to complete and execute the “Form for Allocation of Section 179D Deduction”, which is attached hereto as Schedule G and incorporated herein by reference. CUSTOMER also agrees to participate in any analysis, inspection and/or certification required by statute or otherwise deemed necessary by VEREGY to ensure that VEREGY receives the Section 179D deduction.

ARTICLE 14
SUBSEQUENT PHASES OF WORK

14.1 Additions and modifications to this Agreement may be made upon the mutual agreement of both parties in writing. The parties contemplate that such modifications may include but are not limited to the installation of additional improvement measures, energy conservation measures, facility improvement measures and operational efficiency improvements or furnishing of additional services within the identified facilities, as well as other facilities owned and operated by the CUSTOMER.

If the Work is divided into phases or individual projects for which individual prices have been negotiated, then separate Commencement Dates shall apply to each phase or individual project. These projects, modifications, and modifications to the original scope of Work or Services and may be included as addendums to the Master Agreement.

APPROVALS:

The parties hereby execute this Agreement as of the date first set forth herein by the signatures of their duly authorized representatives:

VEREGY

By _____

Name _____

Title _____

Date _____

Village of Mundelein

By _____

Name _____

Title _____

Date _____

ATTACHMENT A

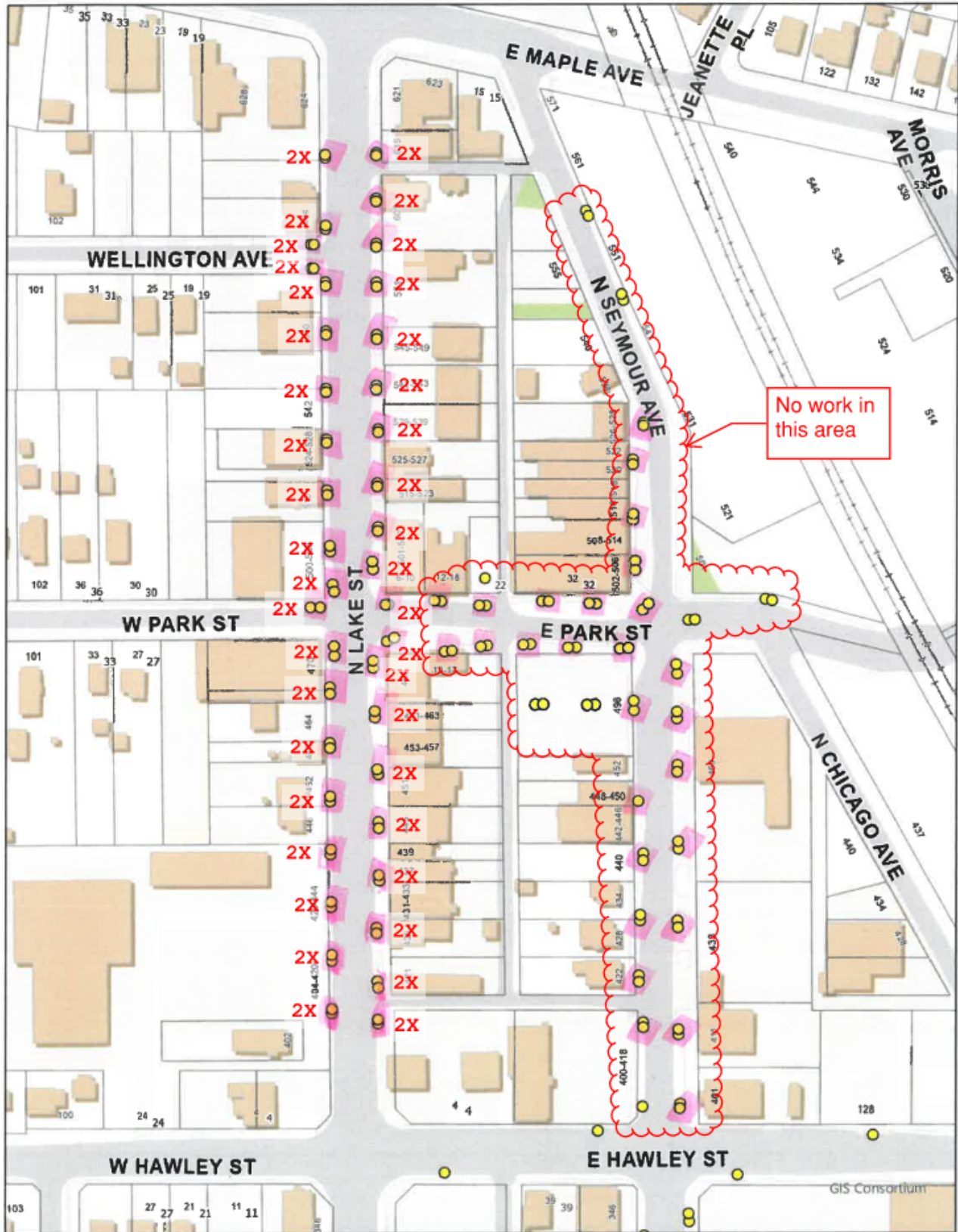
SCOPE OF WORK

Veregy will furnish and install the lighting retrofit for the CUSTOMER as indicated below in the following scope of work.

LED Lighting:

- ECM-1: LED Streetlighting Upgrades (Quantity = 72)
 - 55-Watt Decorative Globe LED Retrofit
 - Decorative Globe LED Retrofit kit, 55W, 6,434 Delivered Lumens, 120-277v, 4000K, 6" Mounting Plate, 40kV Extreme Rated Surge Suppression included; 100,000HR rated lifetime
 - Document Update Street Light Information in Mundelein GIS System
 - See Map below (RT45 fixtures, replacing 72 of the 80 fixtures)
 - 10 Year Parts Warranty





ATTACHMENT B

INSTALLATION SCHEDULE

Veregy will provide to the CUSTOMER a Construction Implementation Schedule.

Project completion date is contingent upon many factors including but not limited to:

- Timely decisions on the part of the CUSTOMER.
- Timely delivery schedules.
- Weather.

A detailed project schedule will be completed by the Veregy Project Manager in collaboration with the CUSTOMER.

ATTACHMENT C

PAYMENT SCHEDULE

1. The following is the payment schedule for the project.

Construction of the Project

The project shall be invoiced on a monthly basis for the work completed and equipment ordered for the project. These progress invoices shall be submitted on the last day of each month. All invoices shall be billed as net thirty (30) days.

A mobilization fee will be due upon contract execution for 10% of the contract price.

ATTACHMENT D
ENERGY GUARANTEE

1. DEFINITIONS

When used in this Agreement, the following capitalized words shall have the meanings ascribed to them below:

"Baseline Period" is the period of time which defines the Baseline Usage and is representative of the facilities' operations, consumption, and usage that is used as the benchmark for determining cost avoidance.

"Baseline Usage or Demand" the calculated or measured energy usage (demand) by a piece of equipment or a site prior to the implementation of the ECMs. Baseline physical conditions, such as equipment counts, nameplate date, and control strategies, will typically be determined through surveys, inspections, and/or metering at the site.

"Energy and Operational Cost avoidance Guarantee Practices" are those practices identified in Attachment E, intended to achieve avoided costs in energy and/or operating expenses.

"Energy Costs" may include the cost of electricity and fuels to operate HVAC equipment, facility mechanical and lighting systems, and energy management systems, and the cost of water and sewer usage, as applicable.

"ECM" the Energy Conservation Measure (ECM) is the installation of equipment or systems, or modification of equipment or systems as described in Attachment A.

"Facilities" shall mean those buildings where the energy and operational cost savings will be realized.

"F.E.M.P." shall mean the Federal Energy Management Program of the U.S. Department of Energy and its Measurement and Verification Guidelines for Federal Energy Projects (DOE/GO-10096-248, February 1996, or later versions). The F.E.M.P. guidelines classify measurement and verification approaches as Option A, Option B, Option C, and Option D. The F.E.M.P. guidelines is based on the International Performance Measurement and Verification Protocol (I.P.M.V.P.) and was written to be fully consistent with it. It is intended to be used by Federal procurement teams consisting of contracting and technical specialists. The focus of F.E.M.P. guidelines is on choosing the M&V option and method most appropriate for specific projects.

"Financing Document" refers to that document executed between CUSTOMER and a third-party financing entity providing for payments from CUSTOMER third-party financing entity.

"Final Project Acceptance" refers to the CUSTOMER acceptance of the installation of the ECMs as described in Attachment A.

"First Guarantee Year" is defined as the period beginning on the first (1st) day of the month following the date of Final Retrofit Acceptance of the Work installed and ending on the day prior to the first (1st) anniversary thereof.

"Guarantee Period" is defined as the period beginning on the first (1st) day of the First Guarantee Year and ending on the last day of the final Guarantee Year.

"Guarantee Year" is defined as the First Guarantee Year and each of the successive twelve (12) month periods commencing on the anniversary of the commencement of the First Guarantee Year throughout the Term of this Agreement.

"Guaranteed Savings" is defined as the amount of avoided Energy and Operational Costs necessary to pay for the cost of the Work incurred by CUSTOMER in each Guarantee Year (as identified in Section 3.1 hereof).

"I.P.M.V.P." International Performance Measurement and Verification Protocol (July 1997, or later version) provides an overview of current best practice techniques available for measurement and verification of performance contracts. This document is the basis for the F.E.M.P. protocol and is fully consistent with it. The techniques are classified as Option A, Option B, Option C, and Option D.

"Measurement and Verification Plan" (M&V Plan) is defined as the plan providing details on how the Guarantee Savings will be verified.

"Operational Costs" shall include the cost of operating and maintaining the facilities, such as, but not limited to, the cost of inside and outside labor to repair and maintain Covered Systems and Equipment, the cost of custodial supplies, the cost of replacement parts, the cost of deferred maintenance, the cost of lamp and ballast disposal, and the cost of new capital equipment.

"Option A" is a verification approach that is designed for projects in which the potential to perform needs to be verified, but the actual performance can be stipulated based on the results of the "potential to perform and generate savings" verification and engineering calculations. Option A involves procedures for verifying that:

- Baseline conditions have been properly defined; and
- The equipment and/or systems that were contracted to be installed have been installed; and
- The installed equipment components or systems meet the specifications of the contract in terms of quantity, quality, and rating; and
- The installed equipment is operating and performing in accordance with the specifications in the contract and meeting all functional tests; and
- The installed equipment components or systems *continue, during the term of the contract*, to meet the specifications of the contract in terms of quantity, quality and rating, and operation and functional performance.

"Option B" is for projects in which the potential to perform and generate Savings needs to be verified; and actual performance during the term of the contract needs to be measured (verified). Option B involves procedures for verifying the same items as Option A plus verifying actual achieved energy savings during the term of the contract. Performance verification techniques involve engineering calculations with metering and monitoring.

"Option C" is also for projects in which the potential to perform needs to be verified and actual performance during the term of the contract needs to be verified. Option C involves procedures for verifying the same items as Option A plus verifying actual achieved energy savings during the term of the contract. Performance verification techniques involve utility whole building meter analysis and/or computer simulation calibrated with utility billing data.

"Option D" is a verification technique where calibrated simulations of the baseline energy use and/or calibrated simulations of the post-installation energy consumption are used to measure Savings for the Energy Conservation Measures. Option D can involve measurements of energy use both before and after the Retrofit for specific equipment or energy end use as needed to calibrate the simulation program. Periodic inspections of the equipment may also be warranted. Energy consumption is calculated by developing calibrated hourly simulation models of whole-building energy use, or equipment sub-systems in the baseline mode and in the post-installation mode and comparing the simulated annual differences for either an average year or for conditions that correspond to the specific year during either the baseline or post-installation period.

"Retrofit" is the work provided by VEREGY as defined by the "ECMs".

"Savings" is defined as avoided, defrayed, or reallocated costs.

"Term" shall have the meaning as defined in Section 2 hereof.

"Total Guarantee Year Savings" is defined as the summation of avoided Energy and Operational Costs realized by facilities in each Guarantee Year as a result of the Retrofit provided by VEREGY as well as Excess Savings, if any, carried forward from previous years.

2. TERM AND TERMINATION

2.1 Guarantee Term. The Term of this Guarantee Period shall commence on the first (1st) day of the month following the date of Final Project Acceptance of the Work installed pursuant to this agreement and shall terminate at the end of the Guarantee Period unless terminated earlier as provided for herein. The Term of this Guarantee Period is defined in Section 1 of Attachment E.

2.2 Guarantee Termination. Should this Agreement be terminated in whole or in part for any reason prior to the end of the Term, the Guaranteed Savings for the Guarantee Year in which such termination becomes effective shall be prorated as of

the effective date of such termination, with a reasonable adjustment for seasonal fluctuations in Energy and Operational Costs, and the Guaranteed Savings for all subsequent Guarantee Years shall be null and void.

3. SAVINGS GUARANTEE

3.1 Guaranteed Savings. VEREGY guarantees to CUSTOMER that the identified Facilities will realize the total energy and operational cost avoidance through the combined value of all ECMs over the Term of the contract as defined in Section 1 of Attachment E. In no event shall the savings guarantee provided herein exceed the total installation, maintenance, and financing costs for the Work under this Agreement. Notwithstanding any other provision of this Agreement required savings reconciliation or verification, the Total Guarantee Year Savings in each Guarantee Year are stipulated and agreed to by both parties to this Agreement to equal the Energy Costs and Operational Cost Avoidance amounts set forth in Attachment E (Schedule of Savings), and shall be deemed realized upon the date of final Project Acceptance.

3.1.1 Additional Savings. Additional energy and/or operational cost avoidance that can be demonstrated as a result of VEREGY's efforts that result in no additional costs to CUSTOMER beyond the costs identified in this Agreement will be included in the guarantee savings reconciliation report for the applicable Guarantee Years(s).

3.1.2 Savings Prior to Final Retrofit Acceptance. All energy and operational cost avoidance realized by CUSTOMER that result from activities undertaken by VEREGY prior to Final Project Acceptance, including any utility rebates or other incentives earned as a direct result of the installed Energy Conservation Measures provided by VEREGY, will be applied toward the Guaranteed Savings for the First Guarantee Year.

3.1.3 Cumulation of Savings. The Guaranteed Savings in each Guarantee Year are considered satisfied if the Total Guarantee Year Savings for such Guarantee Year equals or exceeds the Retrofit and Support Costs for such Guarantee Year or the amount identified in Section 1 of Attachment E hereto.

3.1.4 Excess Savings. In the event that the Total Guarantee Year Savings in any Guarantee Year exceed the Guaranteed Savings required for that Guarantee Year, such Excess Savings shall be billed to CUSTOMER (up to any amounts previously paid by VEREGY for a Guaranteed Savings shortfall pursuant to Section 3.1.5), which amount shall be payable within thirty (30) days after the amount of such Total Guarantee Year Savings has been determined and any remaining Excess Savings shall be carried forward and applied against Guaranteed Savings shortfalls in any future Guarantee Year.

3.1.5 Savings Shortfalls. In the event that the Total Guarantee Year Savings in any Guarantee Year is less than the Guaranteed Savings required for that Guarantee Year, after giving credit for any Excess Savings carried forward from previous Guarantee Years pursuant to Section 3.1.4. VEREGY shall, upon receipt of written demand from CUSTOMER, compensate CUSTOMER the amount of any such shortfall, limited by the value of the guarantee, within thirty (30) days. Resulting compensation shall be VEREGY's sole liability for any short fall in the Guaranteed Savings.

3.2 Savings Reconciliation Documentation. VEREGY will provide CUSTOMER with a guarantee savings reconciliation report after the first Guarantee Year. CUSTOMER will assist VEREGY in generating the savings reconciliation report by providing VEREGY with copies of all bills pertaining to Energy Costs within two (2) weeks following the CUSTOMER's receipt thereof, together with access to relevant records relating to such Energy Costs. CUSTOMER will also assist VEREGY by permitting access to any maintenance records, drawings, or other data deemed necessary by VEREGY to generate the said report. Data and calculations utilized by VEREGY in the preparation of its guarantee cost savings reconciliation report will be made available to CUSTOMER along with such explanations and clarifications as CUSTOMER may reasonably request.

3.2.1 Acceptance of Guarantee Reconciliation. At the end of the first Guarantee Year the CUSTOMER will have forty-five (45) days to review the guarantee savings reconciliation report and provide written notice to VEREGY of non-acceptance of the Guarantee Savings for that Guarantee Year. Failure to provide written notice within forty-five (45) days of the receipt of the guarantee savings reconciliation report will deem it accepted by CUSTOMER. If the annual guarantee savings have been met after the first year, the guarantee will be deemed realized for the entire guarantee term.

3.2.2 Guarantee Savings Reconciliation. Guarantee Savings will be determined in accordance with the methodology(s), operating parameters, formulas, and constants as described below and/or defined in Attachment E and/or additional methodologies defined by VEREGY that may be negotiated with CUSTOMER at any time.

For reconciliation of Guarantee Savings employing the method of utility bill analysis consistent with F.E.M.P. Option C.

Energy usage for the Facilities for such Guarantee Year will be summarized and compared with the adjusted Baseline Period energy usage for the Facilities through the use of energy accounting software. The difference between the adjusted Baseline Period energy usage and the Guarantee Year energy usage will be multiplied by the applicable energy rate as defined in Attachment E, to calculate the Energy Cost avoidance. Energy Cost avoidance may also include, but are not limited to, Savings from demand charges, power factor correction, taxes, ratchet charges, rate changes and other utility tariff charges that are reduced as a result of the VEREGY involvement. A Baseline Period will be specified (Section 1 of Attachment E) for the purpose of utility bill analysis.

AND/OR for those energy audits employing the method consistent with I.P.M.V.P. and/or F.E.M.P. Options A and/or B:

For each ECM, VEREGY will employ an M&V Plan which may be comprised of any or all of the following elements:

1. Pre-retrofit model of energy consumption or demand
2. Post-retrofit measured energy consumption
3. Post-retrofit measured demand and time-of-use
4. Post-retrofit energy and demand charges
5. Sampling plan
6. Stipulated Values

The value of the energy savings will be derived from the measured data and engineering formulae included herein, and the applicable energy charges during each Guarantee Year. In some cases, energy usage and/or demand will be calculated from measured variables that directly relate to energy consumption, demand or cost, such as, but not limited to, measured flow, temperature, current, voltage, enthalpy or pressure.

AND/OR for those energy audits employing the method consistent with I.P.M.V.P. and/or F.E.M.P. Option D:

For each Energy Conservation measure, VEREGY will employ an M&V Plan which may be comprised of any or all of the following elements:

1. Pre-retrofit model of energy consumption or demand
2. Post-retrofit model of energy consumption or demand
3. Post-retrofit measured energy consumption
4. Post-retrofit measured demand and time-of-use
5. Post-retrofit energy and demand charges
6. Sampling Plan
7. Stipulated values

The value of the energy savings will be derived from a calibrated simulation of either the whole building or of sub-systems in the building to determine the difference in the performance of the specific equipment being replaced. This method may entail as needed one-time measurements of the performance of the energy consuming systems in the building in order to calibrate the simulation model. Energy usage for the Facilities for such Guarantee Year will be derived through the use of simulation programs.

3.3 Operational Cost Avoidance. The agreed-upon Operational Cost Avoidance as described in Attachment E (Schedule of Savings) will be deemed realized upon execution of this Agreement and will begin to accrue on the date of the completion and acceptance of each Retrofit improvement. These Savings are representative of information provided by the CUSTOMER consisting of either whole or partial budgeted operational costs and as such, it is hereby understood and agreed that the CUSTOMER is wholly responsible for assuring that these budgeted Operational Costs are accurate and achievable.

3.4 Base Year Adjustments. Baseline Period shall be adjusted to reflect: changes in occupied square footage; changes in energy-consuming equipment; changes in the Facilities; changes in Energy and Operational Cost Avoidance Guarantee Practices adversely affecting energy consumption and/or demonstrated operational changes; changes in weather between the Baseline Period and the Guarantee Year; and documented or otherwise conclusively established metering errors for the Baseline Period and/or any Guarantee Year adversely affecting energy usage measurement.

3.4.1 Facility Operational Changes. Except in the case of emergencies CUSTOMER agrees it will not, without the consent of an Authorized Representative of VEREGY: make any significant deviations from the applicable Energy and Operational Cost

Avoidance Guarantee Practices; put any system or item of equipment in a permanent "on" position, if the same would constitute a deviation from the applicable Energy and Operational Cost Avoidance Guarantee Practices; or assume manual control of any energy management system or item of equipment, if the same would constitute a deviation from the applicable Energy and Operational Cost Avoidance Guarantee Practices.

3.4.2 Hours and Practices. To achieve these energy savings, VEREGY and CUSTOMER agree upon the operating practices listed in Attachment E.

3.4.3 Activities and Events Adversely Impacting Savings. CUSTOMER shall promptly notify VEREGY of any activities known to CUSTOMER which adversely impact: VEREGY's ability to realize the Guaranteed Savings and VEREGY shall be entitled to reduce its Guaranteed Savings by the amount of any such adverse impact to the extent that such adverse impact is beyond VEREGY's reasonable control.

3.5 Guarantee Adjustment. VEREGY's Guaranteed Savings obligations under this Agreement are contingent upon: (1) CUSTOMER following the Energy and Operational Cost Avoidance Guarantee Practices set forth herein and in Attachment E; (2) no alterations or additions being made by CUSTOMER to any of the Covered systems and Equipment without prior notice to and agreement by VEREGY; (3) CUSTOMER sending all current utility bills to VEREGY within two (2) weeks after receipt by CUSTOMER, if CUSTOMER fails to provide current utility bills for a period of time in excess of six (6) months VEREGY may, at its sole discretion, deem the Guarantee Savings obligation met during that period and any successive periods, and (4) VEREGY's ability to render services not being impaired by circumstances beyond its control. To the extent CUSTOMER defaults in or fails to perform fully any of its obligations under this Agreement, VEREGY may, in its sole discretion, adjust its Guaranteed Savings obligation; provided, however, that no adjustment hereunder shall be effective unless VEREGY has first provided CUSTOMER with written notice of CUSTOMER's default(s) or failure(s) to perform and CUSTOMER has failed to cure its default(s) to perform within thirty (30) days after the date of such notice.

The bond provided for the construction of the project only covers the performance of materials and workmanship for the completion of said construction work, not the energy guarantee.

ATTACHMENT E

SCHEDULE OF SAVINGS

1. Schedule of Savings

The total energy and operational cost avoidance over the Term of the contract is equal to or greater than \$75,893 as defined in the following:

Annual Reconciliation and Savings Allocation				
Year	Avoided Utility Savings from Existing Baseline (FEMP A)	Secured Grants and Utility Incentives	Long Term Operating Costs Savings	Guaranteed Savings
1	\$55.00	TBD	\$74,415.44	\$74,470.44
2	\$56.65	\$0.00	\$0.00	\$56.65
3	\$58.35	\$0.00	\$0.00	\$58.35
4	\$60.10	\$0.00	\$0.00	\$60.10
5	\$61.90	\$0.00	\$0.00	\$61.90
6	\$63.76	\$0.00	\$0.00	\$63.76
7	\$65.67	\$0.00	\$0.00	\$65.67
8	\$67.64	\$0.00	\$0.00	\$67.64
9	\$69.67	\$0.00	\$0.00	\$69.67
10	\$71.76	\$0.00	\$0.00	\$71.76
11	\$73.92	\$0.00	\$0.00	\$73.92
12	\$76.13	\$0.00	\$0.00	\$76.13
13	\$78.42	\$0.00	\$0.00	\$78.42
14	\$80.77	\$0.00	\$0.00	\$80.77
15	\$83.19	\$0.00	\$0.00	\$83.19
16	\$85.69	\$0.00	\$0.00	\$85.69
17	\$88.26	\$0.00	\$0.00	\$88.26
18	\$90.91	\$0.00	\$0.00	\$90.91
19	\$93.63	\$0.00	\$0.00	\$93.63
20	\$96.44	\$0.00	\$0.00	\$96.44
Total	\$1,477.87	\$0.00	\$74,415.44	\$75,893.31

or the sum of the Retrofit and Support Costs for such Guarantee Year, whichever is less. Provided further, in no event shall the savings guarantee provided herein exceed the total installation, maintenance, and financing costs for the Work under this Agreement.

The Term of this contract is for 20 years from the date of Final Project Acceptance

VEREGY and the customer agree that the energy savings for each will be based on a 3% escalation factor for the costs of utilities. The utility rates for the audit reports will be based on an annual escalation of not less than 3% or the actual utility rate in the current year whichever is higher.

1.1 Energy Savings. The annual guarantee of energy cost avoidance is the sum of the below listed ECMs. The savings are based on the listed Energy and operational Cost Avoidance Guarantee Practices contained in Section 1.3 herein.

ECM-1: Lighting Upgrades. The lighting fixtures will be upgraded as indicated in the space list in the scope section of the contract.

1.2 Operational Cost Savings. The annual guarantee of operational cost avoidance strategies are listed below. The Savings are based on the listed Energy and Operational Cost Avoidance Guarantee practices contained in Section 1.3 herein. The operational cost savings identified below are deemed satisfied upon contract execution.

1.2.1 Secured Grants. Veregy will work with the Customer to apply for energy efficient lighting design grants. This would include applicable grants available through the local utility, Com-ed. Veregy currently does not attribute any of the potential grants towards the projected operational savings, but any grants secured will be totaled within the Accumulation of Savings.

1.3 Energy and Operational Cost Avoidance Guarantee Practices:

1.3.1 BASELINE Operating Parameters: are the facility(s) and system(s) operations measured and/or observed before commencement of the Work. The date summarized will be used in the calculation of the baseline energy consumption and/or demand and for calculating baseline adjustments for changes in facility operation that occur during the Guarantee Period. VEREGY and CUSTOMER agree that the operating parameters specified in this section are representative of equipment operating characteristics during the Base Year specified in this Agreement. The following data was collected with the assistance of Adam Boeche.

Baseline Operating Parameters:

Space Type	Qty of Weeks	Qty Days/ Week	Qty Hours / Day	Annual Hours of Operation
Streetlights	52.14	7	12.055	4,400

1.3.2 PROPOSED Operating Parameters of the facility(s) and system(s) after completion of Work. The data summarized will be used in the calculation of the post-retrofit energy consumption and/or demand. VEREGY and CUSTOMER agree that the proposed operating parameters specified in this section are representative of equipment operating characteristics during the Guarantee Period specified in this Agreement.

Note: Operating hours are the same; therefore, no changes in operating hours are accounted for in our savings calculations.

1.3.3 Operational Cost Avoidance. The following methodologies and/or calculations were used in determining the Operational Costs and/or avoided costs due to the Retrofit implementation. This section is to document standard formulas and/or a brief explanation of how the Operational Cost Savings is supposed to be generated.

Replacement of the streetlights that are beyond it’s useful life will provide the Customer with cost avoidance of the future replacement of these systems during the term of the agreement. These cost avoidances are equal to the costs of the system or systems replacement and shall be considered fulfilled upon contract execution. The total operational costs avoidance has been included in the schedule of savings.

Installation Cost Summer/Fall 2024:	\$72,248
Future Planned Expenditures Includes 3% Escalation	\$74,415

1.3.4 Other energy and operating savings measures taken include the following:

1.4 Guarantee Savings Measurement and Verification Plan

1.4.1 Measurement and Verification Methodology(s)

Energy Conservation Measure	Electric Savings Verification Method	Fuel Savings Verification Method	Other Utility Savings Verification Method
ECM-1	FEMP-A - Stipulated		

1.4.2 Energy Cost Avoidance: The following describes the Measurement and Verification procedures, formulas, and stipulated values which may be used in the calculation of the energy cost avoidance. The calculation of energy cost avoidance is based upon the utility rate paid during the Guarantee Year, or the Baseline Period utility rate, whichever is higher and/or as defined heretofore. Energy cost avoidance may also include, but is not limited to, Savings from demand charges, power factor correction, taxes, ratchet charges, rate changes and other utility tariff charges that are reduced as a result of the VEREGY involvement.

M&V Plan: FEMP-A Stipulated

ECM-1: Lighting Upgrades – The annual energy cost avoidance will be measured FEMP Option A for electric savings resulting from the replacement and retrofits. The Option A verification will be performed immediately after the retrofit is complete, and if the savings are verified as per Option A guidelines, then the savings obligation will be considered satisfied for the full 20 years of the agreement.

Total Annual Lighting Savings: \$3,708.44

1.4.3 Constants: The following constants and/or stipulated values are agreed to be reasonable and may be used in the calculation of the energy cost avoidance.

Lighting Savings:

The energy saved (and converted to dollar savings) is the reduced kilowatt hour usage multiplied by the utility rate in \$/kWh. The equation for the energy use of the new lighting system is:

Energy Savings = kWh reduction x \$/kWh

Changing 72 fixtures from 60W down to 55W saves 1584 kWh per year. Using the contract electric rate of \$0.03467/kWh for unmetered dusk to dawn the energy savings is \$55/year.

LED Lighting: 1,584 kWh x \$0.03467/kWh = \$55 per year

Fixture Type	Qty of Fixtures	Extg Watts per Fixture	Existing Total Fixture kW	New Watts per Fixture	New Total Watts	Total kW Saved	Annual Hours of Operation	Total Annual kWh Saved	Electric Rate \$/kWh	Total Annual Electric Cost Savings
Streetlights	72	60	4.32	55	3.96	0.36	4,400	1,584	\$ 0.03467	\$ 55

ATTACHMENT F
FINAL DELIVERY AND ACCEPTANCE CERTIFICATE

Project Name _____

Agreement Effective Date: _____

Scope-of-Work (SOW) Item/Energy Conservation Measure (ECM): _____

To: VEREGY

Reference is made to the above listed Agreement between the undersigned and VEREGY and to the Scope of Work as defined in Attachment A herein. In connection therewith, we confirm to you the following:

1. The Scope of Work (SOW) Item/ Energy Conservation Measure (ECM) referenced above and also listed in Attachment A of the Agreement has been demonstrated to the satisfaction of the Owner's Representative as being substantially complete, including all punch list items generated during the Project Acceptance Procedure.
2. All of the Work has been delivered to and received by the undersigned and that said Work has been examined and /or tested and is in good operating order and condition and is in all respects satisfactory to the undersigned and as represented, and that said Work has been accepted by the undersigned and complies with all terms of the Agreement. Consequently, you are hereby authorized to invoice for the Final Payment, as defined in Attachment C, The Payment Schedule.

Owner Name: _____

By: _____
(Authorized Signature)

(Printed Name and Title)

(Date)

ATTACHMENT G

FORM ALLOCATION OF SECTION 179D DEDUCTION

ADDRESS OF GOVERNMENT-OWNED BUILDING: Project Name: _____ Project Street: _____ Project City, State & Zip Code: _____	
AUTHORIZED REPRESENTATIVE OF THE OWNER OF THE GOVERNMENT-OWNED BUILDING: Owner Name: _____ Representative Name: _____ Representative Title: _____ Representative Street Address: _____ Representative City, State & Zip: _____ Representative Phone Number: _____	
AUTHORIZED REPRESENTATIVE OF DESIGNER RECEIVING THE ALLOCATION OF THE SECTION 179D DEDUCTION: Designer Name: _____ Representative Name: _____ Representative Title: _____ Representative Street Address: _____ Representative City, State & Zip: _____ Representative Phone Number: _____	
PROJECT COST: _____	
DATE PROJECT PLACED IN SERVICE: _____	
AMOUNT OF SECTION 179D DEDUCTION ALLOCATED TO THE DESIGNER: Building Envelope: _____ Lighting System: _____ HVAC System: _____ TOTAL: _____	

Under penalties of perjury, I declare that I have examined this allocation, including accompanying documents, and to the best of my knowledge and belief, the facts presented in support of this allocation are true, correct and complete.

AUTHORIZED REPRESENTATIVE OF
OWNER OF GOVERNMENT-OWNED BUILDING:

By: _____
Dated: _____

AUTHORIZED REPRESENTATIVE OF
DESIGNER:

By: _____
Dated: _____

To: Mayor and Board of Trustees

From: Kelsey Langelier, Business Services Manager
Adam Boeche, Director of Public Works and Engineering

For: Village Board Meeting of August 26, 2024

Subject: Pavement Rejuvenation Program

Financial Impact:

\$55,000 - 100-46670-441 - MT ALL STREETS

Attachments:

1. Exhibit A - Proposal
2. Exhibit B - Contract
3. Rejuvenator Location Map

Background:

Pavement rejuvenator is a preventative maintenance technique that can extend the longevity of newly paved road surfaces. During the application process, a reclamite agent is sprayed on the road. Reclamite restores maltenes, the components of asphalt lost in the aging process, and improves the durability of the pavement near the surface where deterioration begins. Pavement in good condition, but exhibiting signs of aging (hairline cracking, raveling, and pitting) will benefit from a reclamite application, as will pavement with segregation issues. Once applied, the reclamite agent has a 20-45 minute cure time and leaves no surface coating. A thin layer of sand is applied. The screenings are swept 1-2 days after application. Road striping is not compromised and remains visible throughout the application process. Lake County Division of Transportation launched a pilot program more than five years ago and applied rejuvenator on West Hawley Street in Mundelein, which appears to be aging very well. LCDOT continues to use pavement rejuvenator on their recently paved roads.

On February 28, 2024, a joint bid was conducted by the Village of Winnetka for the Municipal Partnering Initiative (MPI) Pavement Rejuvenation Contract. Corrective Asphalt Materials, LLC (CAM) was the lowest responsive bidder and was awarded the contract. The Village did not participate in the initial bid opening. However, other organizations are permitted to join the three-year contract. CAM presented three pricing options related to project size and scope of work. Staff is seeking Option 1: Reclamite Turn Key Application. Staff estimates 45,000 square yards (SY) of application at \$1.20/SY, not to exceed \$55,000.

Recommendation:

Motion to adopt a Resolution approving the MPI Joint Bid: Pavement Rejuvenation Contract with Corrective Asphalt Materials, LLC, South Roxana, IL, and approving purchase order number 14079 in the amount of \$55,000.

I hereby certify that the attached is an original of
Resolution No. R-24-08-46
that said Resolution was adopted on **August 26, 2024**,
that it was posted in the Village Hall commencing on
8/27/2024 and for at least 10 days
thereafter. Copies are available for public inspection
upon request of the Village Clerk.

Village Clerk

RESOLUTION NO. R-24-08-46

RESOLUTION APPROVING THE MPI JOINT BID: PAVEMENT REJUVENATION CONTRACT WITH CORRECTIVE ASPHALT MATERIALS, LLC, SOUTH ROXANA, IL, AND APPROVING PURCHASE ORDER NUMBER 14079 IN THE AMOUNT OF \$55,000.

WHEREAS, Illinois Compiled Statutes 65 ILCS 5/8-9-1 AND Section 3.04.020 of the Mundelein Municipal Code provides that a contract in which the expense to be incurred by a municipality exceeds \$20,000.00 shall be competitively bid, except that such contract may be entered into by the proper municipal officers without advertising for bids if authorized by a vote of two-thirds (2/3) of all Trustees then holding office; and

WHEREAS, Section 3.04.070 of the Mundelein Municipal Code provides that the Village shall have the authority to join with other units of government in cooperative purchasing plans when the best interests of the village would be served thereby, and in the case of joint purchasing, the bid and proposal procedures shall not apply; and

WHEREAS, a joint bid through the Municipal Partnering Initiative was held on February 28, 2024, and Corrective Asphalt Materials, LLC was determined to be the sole responsive bidder **Exhibit A**; and

WHEREAS, the bid is for a term of three-years; and

WHEREAS, the Municipal Partnering Initiative and Corrective Asphalt Materials, LLC have agreed to extend the competitively bid prices to the Village of Mundelein; and

WHEREAS, the Public Works and Engineering Department has funds available for pavement rejuvenation maintenance in the FY25 Budget; and

WHEREAS, the Mundelein Village Board has determined that it is in the best interests of the Village to approve the MPI Joint Bid: Pavement Rejuvenation Contract, **Exhibit B**, with Corrective Asphalt Materials, LLC.

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF MUNDELEIN, COUNTY OF LAKE, STATE OF ILLINOIS, as follows:

SECTION I. The formal cooperative purchasing policy provided in Section 3.04.070 of the Mundelein Municipal Code shall be followed for the purchase of contractual concrete repair services.

SECTION II. The Village of Mundelein Board of Trustees approves the contract with Corrective Asphalt Materials, LLC, attached hereto as **Exhibit B**, for pavement rejuvenation.

SECTION III. The Director of Public Works and Engineering, or his designee, is hereby authorized to execute the contract and issue a purchase order to Corrective Asphalt Materials, LLC. in the amount of \$55,000.

XXXX the 26th day of August 2024 by Roll Call Vote.

RESULT: [Yes 0, No 0, Abstained 0]

MOVER: None

SECONDER: None

AYES: None

NAYS: None

ABSTAIN: None

President

ADOPTED: Monday, August 26, 2024

APPROVED: Monday, August 26, 2024

ATTEST: _____

Village Clerk



Village of Winnetka, Illinois

510 Green Bay Road
Winnetka, IL 60093

Phone: (847) 501-6000 Fax: (847) 446-1139
General Email: tsloth@winnetka.org

REQUEST FOR BIDS:	#024-006	BID ISSUE DATE:	2/08/2024
BID DESCRIPTION:	MPI JOINT BID: PAVEMENT REJUVENATION CONTRACT		
BID OPENING DATE:	2/28/2024	BID OPENING TIME:	10:00AM
SUBMIT 1 ORIGINAL BID PACKAGE PLUS 2 COPIES			

BID RESPONSES MUST BE RECEIVED AND TIME STAMPED NO LATER THAN THE PUBLIC BID OPENING DATE AND TIME (LOCAL TIME) SPECIFIED ABOVE. BIDS WILL BE OPENED AND READ ALOUD AT THAT TIME AT THE LOCATION INDICATED ON PAGE 2. LATE BIDS WILL NOT BE CONSIDERED.

TO ALL PROSPECTIVE BIDDERS:

You are hereby requested to submit your bid for the item(s) or service(s) to be furnished and delivered, shipped F.O.B. delivered, to the address specified herein.

The original bid package and the required number of copies must be received in a sealed envelope that has your name and address in the upper left corner and the bid number on the lower left corner.

All bids are subject to staff analysis. The Village of Winnetka reserves the right to accept or reject any and all bids received and waive any and all technicalities.

Bids must be delivered and time stamped, prior to the public bid opening date and time to:	VILLAGE OF WINNETKA FINANCE DEPARTMENT 510 GREEN BAY ROAD WINNETKA, ILLINOIS 60093
--	---

Any communication regarding this request between the date of issue and date of award is required to go through the Bid Coordinator or the Buyer listed below (or, in the Buyers absence, the Assistant Finance Director).

Unauthorized contact with other Village of Winnetka staff or officers is strictly forbidden.

BUYER:	Tim Sloth	PHONE:	(847)716-3513
EMAIL:	tsloth@winnetka.org		

FULL NAME OF BIDDER	Corrective Asphalt Materials, LLC
BID CONTACT PERSON	Mike Sumrall
TELEPHONE NUMBER	618-254-3855 / Direct 630-465-4142

FACSIMILE AND/OR E-MAIL TRANSMITTED BIDS WILL NOT BE ACCEPTED

PLEASE NOTE: Our bid documents have changed; please review carefully.

VILLAGE OF WINNETKA, ILLINOIS

PROJECT INFORMATION

PROJECT NAME:	MPI JOINT BID: PAVEMENT REJUVENATION CONTRACT
USER DEPARTMENT:	PUBLIC WORKS

EVENT:	LOCATION:	DATE:	TIME:
Mandatory Pre-Bid Meeting	NONE	N/A	N/A
Deadline for Specification Inquiries	MUST BE SUBMITTED IN WRITING TO: TSLOTH@WINNETKA.ORG	2/22/2024	11:00am
Bidder's Response Due and Public Opening	WINNETKA VILLAGE HALL ATTN: DIRECTOR OF FINANCE 510 GREEN BAY ROAD WINNETKA, IL 60093	2/28/2024	10:00AM

Written questions regarding the substance of the bid or scope of services must be submitted via e-mail to tsloth@winnetka.org no later than the Pre-Bid Specification Inquiry Deadline indicated above.

**VILLAGE OF WINNETKA
REQUEST FOR BIDS
MPI JOINT BID: PAVEMENT REJUVENATION CONTRACT

BID PACKAGE**

1. Invitation for Bidder's Proposals
 2. General Instructions to Bidders
 3. Bidder's Proposal
 4. Bidder's Sworn Acknowledgement
 5. Bidder's Sworn Work History Statement
- Attachment A: Specifications

**VILLAGE OF WINNETKA
REQUEST FOR BIDS
MPI JOINT BID: PAVEMENT REJUVENATION CONTRACT

BID PACKAGE**

INVITATION FOR BIDDER'S PROPOSALS

OWNER: Village of Winnetka
510 Green Bay Road
Winnetka, IL, 60093

1. Invitation to Bid

Owner invites sealed Bidder's Proposals for the Work described in detail in Attachment A and generally described as follows:

The Village of Winnetka, on behalf of the Municipal Partnering Initiative, is accepting bids relating to the application of pavement rejuvenation agents. This work shall consist of furnishing all labor, material and equipment necessary to perform all operations for the application of an Emulsified Maltene-Based Asphalt Rejuvenating Agent and CRF Maltene-Based Asphalt Restorative Seal to bituminous asphaltic concrete surface courses. The rejuvenation of surface courses shall be by spray application of a cationic Maltene-Based Rejuvenating Agent and Maltene-Based Restorative Seal composed of petroleum oils and resins emulsified with water. The base used for the emulsion shall be naphthenic. All work shall be pricing in accordance with this bid proposal. **Members of the MPI will enter into contracts individually with Contractors and member awards are not bound to one-another.**

The Work shall be performed at the following Work Sites:

To be determined in each member's Contract with the Contractor.

2. **The Bid Package**

The Bid Package consists of the following documents, all of which are by this reference made a part of this Invitation for Bidder's Proposals as though fully set forth herein:

- A. Invitation for Bidder's Proposals;
- B. General Instructions to Bidders;
- C. Addenda, if any are issued during the bidding process;
- D. Bidder's Proposal;
- E. Bidder's Sworn Acknowledgement;
- F. Bidder's Sworn Work History Statement;
- G. Other information submitted by Bidder, if requested during the bidding process;

4. **Inspection and Examination**

Bid Documents may be obtained as follows:

- 1. On-line: This document is available over the Internet at www.DemandStar.com, as well as from the contact listed in this document. Adobe Acrobat Reader is required to view electronic documents on-line. If you do not have Adobe Acrobat Reader, you may download it for free from Adobe at www.adobe.com/products/acrobat/readstep.html.

Businesses without Internet access may contact the Finance Director at (847)716-3513 or tsloth@winnetka.org for these documents.

Companies interested in doing business with the Village of Winnetka are able to register and maintain their registration via the Internet at www.DemandStar.com. Registration is not required but if you choose to register you will receive automatic initial notification from DemandStar of relevant opportunities with the Village of Winnetka.

The Village of Winnetka is not responsible for errors and omissions occurring in the transmission or downloading of any specifications from this website. In the event of any discrepancy between information on this website and the hard copy specifications, the terms of the hard copy specification will control.

On-line Provider Disclaimer. DemandStar.com has no affiliation with the Village of Winnetka other than as a service that facilitates communication between the Village and its vendors. DemandStar.com is an independent entity and is not an agent or representative of the Village. Communications to DemandStar.com do not constitute communications to the Village.

INVITATION

Each prospective Bidder shall, before submitting its Bidder's Proposal, carefully examine the Bid Package. Each prospective Bidder shall inspect in detail the Work Sites and the surrounding area and shall familiarize itself with all local conditions, including subsurface, underground and other concealed conditions, affecting the Contract, the Work and the Work Site. The Bidder whose Bidder's Proposal is accepted will be responsible for all errors in its Bidder's Proposal including those resulting from its failure or neglect to make a thorough examination and investigation of the Bid Package and the conditions of the Work Site and the surrounding area.

The specifications may include the Illinois Department of Transportation's General Conditions of the Contract, "State of Illinois Standard Specifications for Road and Bridge Construction" (SSRB); "Standard Specifications for Water and Sewer Main Construction in Illinois" (SSWS); "Illinois Manual on Uniform Traffic Control Devices for Streets and Highways" (MUTCD). The specifications also may include Owners' Village Code and Building Code. References to any of these manuals, codes, and specifications means the latest editions effective on the date of the bid opening.

5. Pre-Bid Meeting

None.

6. Bid Opening

The owner will receive sealed Bidder's Proposals for the Work by *10 o'clock, a.m., local time, February 28th, 2024, at the Village of Winnetka Finance Department, Village of Winnetka, 510 Green Bay Road, Winnetka, IL 60093*. Bid will be opened and read aloud on February 28, 2024, at 10:00 AM. Bidders or their agents are invited to be present.

7. Bid Security, Bonds and Insurance

A. Bid Security. Each Bidder's Proposal shall be accompanied by a security deposit of \$25,000 in the form of (1) a Cashier's Check or Certified Check drawn on a solvent bank insured by the Federal Deposit Insurance Corporation and payable without condition to Owner or (2) a Bid Bond in a form satisfactory to Owner from a surety company licensed to do business in the State of Illinois with a general rating of A minus and a financial size category of Class X or better in Best's Insurance Guide.

B. Performance and Payment Bonds. The successful Bidder will be required to furnish a Performance Bond and a Labor and Material Payment Bond on award of each individual Contract, each in the penal sum of the full amount of the Contract Price, on forms provided by, or otherwise acceptable to, Owner, from a surety company meeting the requirements set forth above. Each Bidder's Proposal must be accompanied by a letter from such a surety company stating that it will execute Bonds on forms provided by, or otherwise acceptable to, Owner, on award of the Contract to Bidder.

INVITATION

C. Insurance. The successful Bidder will be required to furnish certificates and policies of insurance as required by Section 4.2 of the Contract on award of the Contract. Each Bidder's Proposal must be accompanied by a letter from Bidder's insurance carrier or its agent certifying that said insurer has read the requirements set forth in the Contract and will issue the required certificates and policies of insurance on award of the Contract to Bidder.

DATED: February 8, 2024

VILLAGE OF WINNETKA

By: Tim Sloth
Name

Finance Director
Title

**VILLAGE OF WINNETKA
REQUEST FOR BIDS
MPI JOINT BID: PAVEMENT REJUVENATION CONTRACT**

BID PACKAGE

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**VILLAGE OF WINNETKA
REQUEST FOR BIDS
MPI JOINT BID: PAVEMENT REJUVENATION CONTRACT**

BID PACKAGE

GENERAL INSTRUCTIONS TO BIDDERS

1. Interpretation of Documents Included in Bid Package

A. Defined Terms. All terms capitalized in these General Instructions to Bidders and in the other documents included in the Bid Package are defined in the documents included in the Bid Package and shall have such defined meanings wherever used.

B. Implied Terms. If any personnel, equipment, materials, or supplies that are not directly or indirectly set forth in the Contract are nevertheless necessary to the proper provision, performance, and completion of the whole of the Work in accordance with the intent of the Contract, each prospective Bidder shall understand such personnel, equipment, materials, or supplies to be implied and shall provide for such personnel, equipment, materials, or supplies in its Bidder's Proposal as fully as if it were particularly described.

C. Information Provided by Owner. When information pertaining to subsurface, underground or other concealed conditions, soils analysis, borings, test pits, utility locations or conditions, buried structures, condition of existing structures, and other preliminary investigations is distributed with the Bid Package, or such information is otherwise made available to any prospective Bidder by Owner, such information is distributed or made available solely for the convenience of such prospective Bidder and is not part of the Bid Package. Owner assumes no responsibility whatever in respect to the sufficiency or accuracy of any such information, and there is no guaranty or warranty, either expressed or implied, that the conditions indicated are representative of those existing throughout the Work or the Work Site, or that the conditions indicated are representative of those existing at any particular location, or that unanticipated conditions may not be present.

D. Addenda. No interpretation of the documents included within the Bid Package will be made except by written addendum duly issued by Owner ("Addendum"). No interpretation not contained in an Addendum shall be valid or have any force or effect whatever, nor entitle any Bidder to assert any claim or demand against Owner on account thereof.

All Addenda issued prior to the opening of Bidder's Proposals shall become a part of the Bid Package. Each prospective Bidder shall be responsible for inquiring from time to time as to the availability of Addenda.

If any prospective Bidder is in doubt as to the true meaning of any part of the Bid Package, such prospective Bidder shall submit to Owner a written request for an interpretation thereof as far in advance of the scheduled opening of Bidder's Proposals as possible.

INSTRUCTIONS

Owner shall use its best efforts to issue Addenda in response to all valid, appropriate, and timely inquiries, but accepts no responsibility for doing so. Inquiries not answered by Addenda shall be considered invalid, inappropriate, or untimely inquiries.

2. Calculation of Unit Price Proposals

On all items for which Bidder's Proposals are to be received on a unit price basis, the approximate quantities stated in the Schedule of Prices are Owner's estimate only for Owner's convenience in comparing Bidder's Proposals and shall not be relied on by Prospective Bidders. Each prospective Bidder shall, before submitting its Bidder's Proposal, make its own estimate of the quantities of Unit Price Items required to complete the Work.

3. Prevailing Wages

In accordance with the Prevailing Wage Act, 820 ILCS 130/0.01 et seq., not less than the prevailing rate of wages for similar work in the locality in which the Work is to be performed shall be paid to all laborers. Specific provisions relating to the Prevailing Wage Act, and required of the Contractor, are included in the Contract. If the Illinois Department of Labor revises the prevailing rate of hourly wages to be paid, the revised rate shall apply to the Contract.

4. Taxes and Benefits

Owner is exempt from state and local sales, use, and excise taxes. Bidder's Price Proposal shall not include any such taxes. A letter of exemption will be provided to the successful Bidder, if necessary. Owner will not reimburse, nor assist the successful Bidder in obtaining reimbursement for, any state or local sales, use or excise taxes paid by the successful Bidder.

Bidder's Price Proposal shall include all other applicable federal, state, and local taxes of every kind or nature applicable to the Work as well as all taxes, contributions, and premiums for unemployment insurance, old age or retirement benefits, pensions, annuities or other similar benefits.

5. Permits and Licenses

Except as otherwise expressly provided in the Contracts awarded by the various MPI agencies, Bidder's Price Proposal shall include the cost of obtaining all permits, licenses, and other approvals and authorizations required by law for performance of the Work. It shall be the sole responsibility of each prospective Bidder to determine the applicable permits, licenses, and other approvals and authorizations and no extra compensation shall be paid by Owner for the successful Bidder's failure to include these costs in its Bidder's Proposal.

6. Preparation of Bidder's Proposal

Bidder's Proposals to enter into the Contract for the Work shall be made only on the blank Bidder's Proposal form furnished by Owner and included in the Bid Package. The Bidder's

INSTRUCTIONS

Proposal form included in the Bid Package shall be removed from the Bid Package prior to preparation for submission.

The Village typically provides an electronic spreadsheet for submitting schedules of prices. If the Village requests handwritten proposals, then entries on the those proposal form shall be entered or written legibly written in ink. In case of any conflict between words and numbers, words shall prevail. In case of any error in adding or multiplying individual items, the prices listed for individual items shall control over any incorrect total of such items. A Bidder's Proposal may be rejected if it does not contain a requested price for each and every item named in the Bidder's Proposal form or may be interpreted as bidding "no charge" to Owner for any item left blank.

Prospective Bidders are warned against making alterations of any kind to the Bidder's Proposal form or to any entry thereon. Bidder's Proposals that contain omissions, conditions, alterations, or additions not called for may be rejected or interpreted so as to be most favorable to Owner.

Each Bidder shall securely staple into its Bidder's Proposal a copy of each Addendum issued and shall include in the place provided therefor in the Bidder's Proposal form a listing of all such Addenda.

Each Bidder shall complete and securely staple into its Bidder's Proposal the Bidder's Sworn Acknowledgement and the Bidder's Sworn Work History Statement included in the Bid Package, and shall staple into its Bidder's Proposal the Bid Security and the surety and insurance commitment letters as specified in the Invitation for Bidder's Proposals.

Every Bidder submitting a Bidder's Proposal shall be conclusively deemed to have evidenced an intention to be bound thereby whether or not the requirements for signing Bidder's Proposals found in Section 7 of these General Instructions to Bidders are satisfied. However, any Bidder's Proposal that fails to comply with Section 7 of these General Instructions to Bidders may nevertheless be rejected.

Bidder's Proposals that are not submitted on the Bidder's Proposal form furnished by Owner or that are not prepared in accordance with these General Instructions to Bidders may be rejected. If a deficiently prepared Bidder's Proposal is not rejected, Owner may demand correction of any deficiency and award the Contract to Bidder on satisfactory compliance with these General Instructions to Bidders.

7. Signature Requirements

A. Bidder's Proposals. The following requirements shall be observed in the signing of each Bidder's Proposal:

- (1) Corporations. Each Bidder's Proposal submitted by a corporation shall be signed by the President or other authorized officer of the corporation and shall also bear the attesting signature of the Secretary or Assistant Secretary of the corporation.

INSTRUCTIONS

- (2) Partnerships. Each Bidder's Proposal submitted by a partnership shall be signed by all of its general partners or by an attorney-in-fact.
- (3) Individuals. Each Bidder's Proposal submitted by an individual shall be signed by such individual or by an attorney-in-fact.
- (4) Joint Ventures. Each Bidder's Proposal submitted by a joint venture shall be signed by each signatory of the joint venture agreement by which such joint venture was formed in accordance with the applicable provisions of (1), (2), and (3) above or by an attorney-in-fact.

When requested by Owner, satisfactory evidence of the authority of the person or persons signing on behalf of Bidder shall be furnished.

B. Other Documents. The signature requirements set forth in Subsection 7A shall apply to all other documents in the Bid Package required to be executed by Bidder, Bidder's sureties and Bidder's insurance representatives as well as to the Contract, the Contractor's Certification, and all other required documentation related to the Contract.

8. Bid Security

A. Required Bid Security. Every Bidder's Proposal shall be accompanied by bid security in the form of a Cashier's Check, Certified Check or Bid Bond as specified in the Invitation for Bidder's Proposals ("*Bid Security*"), which Bid Security shall stand as a guaranty that (1) Bidder will submit all additional information requested by Owner; (2) if such Bidder's Proposal is accepted, Bidder will timely file the Bonds and the certificates and policies of insurance required by the Contract; and (3) if such Bidder's Proposal is accepted, Bidder will timely execute the Contract, the Contractor's Certification, and all other required documentation related to the Contract.

B. Return of Bid Security. Bid Security submitted in the form of Cashier's Checks or Certified Checks will be returned within five days after execution of the Contract by Owner. Bid Bonds will not be returned unless otherwise requested by Bidder.

C. Liquidated Damages. If a Bidder fails to timely submit all additional information requested by Owner, or if the successful Bidder fails to timely and properly submit all required Bonds, certificates and policies of insurance, or if the successful Bidder fails to timely and properly execute the Contract, the Contractor's Certification, and all other required documentation related to the Contract, it will be difficult and impracticable to ascertain and determine the amount of damage that Owner will sustain by reason of any such failure. For such reason, every Bidder shall, by submitting its Bidder's Proposal, be deemed to agree that Owner shall have the right, at its option in the event of any such default, to retain or recover as reasonably estimated liquidated damages, and not as a penalty, the entire amount of the Bid Security or ten percent of the Bidder's Price Proposal, whichever is greater, or to exercise any and all equitable remedies it may have against the defaulting Bidder.

9. Submission of Bidder's Proposal

One original and two copies of each Bidder's Proposal, properly signed, together with all other required documents, shall be enclosed in a sealed envelope or package and shall be addressed and delivered to the place, before the time, and in the manner designated in the Invitation for Bidder's Proposals. All Bidder's Proposals received after the time for the opening of bids specified in the Invitation for Bidder's Proposals will be returned unopened.

Each sealed envelope or package containing a Bidder's Proposal shall be identified as such and shall be marked with the title of the Contract and Bidder's full legal name. All Addenda will be considered part of each Bidder's Proposal whether attached or not.

10. Withdrawal of Bidder's Proposal

Any Bidder's Proposal may be withdrawn at any time prior to the opening of any Bidder's Proposal, provided that a request in writing, executed by Bidder in the manner specified in Section 7 of these General Instructions to Bidders, for the withdrawal of such Bidder's Proposal is filed with Owner prior to the opening of any Bidder's Proposal. The withdrawal of a Bidder's Proposal prior to opening of any Bidder's Proposal will not prejudice the right of Bidder to file a new Bidder's Proposal.

No Bidder's Proposal shall be withdrawn without the consent of Owner for a period of 60 days after the opening of any Bidder's Proposal. Any Bidder's Proposal may be withdrawn at any time following the expiration of said 60 day period, provided that a request in writing, executed by Bidder in the manner specified in Section 7 of these General Instructions to Bidders, for the withdrawal of such Bidder's Proposal is filed with Owner after said 60 day period. If no such request is filed, the date for acceptance of such Bidder's Proposal shall be deemed to be extended until such a request is filed or until Owner executes a Contract pursuant to the Invitation for Bidder's Proposals or until Owner affirmatively and in writing rejects such Bidder's Proposal.

11. Qualification of Bidders

A. Factors. Owner intends to award the Contract only to a Bidder that furnishes satisfactory evidence that it has the requisite experience, ability, capital, facilities, plant, organization and staffing to enable it to perform the Work successfully and promptly and to complete the Work for the Contract Price and within the Contract Time.

B. Additional Information. Owner reserves the right to require from any Bidder, prior to award of the Contract, a detailed statement regarding the business and technical organizations and plant of Bidder that is available for the Work. Information pertaining to financial resources, experience of personnel, contract defaults, litigation history, and pending construction projects may also be requested.

C. Final Determination. The final selection of the successful Bidder shall be made on the basis of the amount of the Bidder's Price Proposals, Owner's prior experience with the Bidders,

INSTRUCTIONS

Owner's knowledge of the Bidders' performance on other relevant projects, any additional information submitted by Bidders to satisfy Owner that Bidders are adequately prepared to fulfill the Contract, and all other relevant facts or matters mentioned in the Bid Package or that Owner may legally consider in making its determination. **Members of the MPI will enter into contracts individually with Contractors and member awards are not bound to one-another.**

12. Disqualification of Bidders

A. More Than One Bidder's Proposal. No more than one Bidder's Proposal for the Work described in the Contract shall be considered from any single corporation, partnership, individual or joint venture, whether under the same or different names and whether or not in conjunction with any other corporation, partnership, individual or joint venture. Reasonable grounds for believing that any corporation, partnership, individual or joint venture is interested in more than one Bidder's Proposal for the Work may cause the rejection of all Bidder's Proposals in which such corporation, partnership, individual or joint venture is interested. Nothing contained in this Subsection 12A shall prohibit any single corporation, partnership, individual or joint venture, whether under the same or different names and whether or not in conjunction with any other corporation, partnership, individual or joint venture, from submitting a bid or quoting prices to more than one Bidder for equipment, materials and supplies or labor to be furnished as a subcontractor or supplier.

B. Collusion. If there are reasonable grounds for believing that collusion exists among any Bidders, all Bidder's Proposals of the participants in such collusion will not be considered.

C. Default. If a Bidder is or has been in default on a contract with Owner or in the payment of monies due Owner, its Bidder's Proposal will not be considered.

13. Award of Contract

A. Reservation of Rights. Owner reserves the right to accept the Bidder's Proposal that is, in its judgment, the best and most favorable to the interests of Owner and the public; to reject the low Price Proposal; to accept any item of any Bidder's Proposal; to reject any and all Bidder's Proposals; to accept and incorporate corrections, clarifications or modifications following the opening of the Bidder's Proposals when to do so would not, in Owner's opinion, prejudice the bidding process or create any improper advantage to any Bidder; and to waive irregularities and informalities in the bidding process or in any Bidder's Proposal submitted; provided, however, that the waiver of any prior defect or informality shall not be considered a waiver of any future or similar defects or informalities, and Bidders should not rely on, or anticipate, such waivers in submitting their Bidder's Proposals.

B. Firm Offers. All Bidder's Proposals are firm offers to enter into the Contract and no Bidder's Proposals shall be deemed rejected, notwithstanding acceptance of any other Bidder's Proposal, until the Contract has been executed by both Owner and the successful Bidder or until Owner affirmatively and in writing rejects such Bidder's Proposal.

C. Time of Award. It is expected that the award of the Contract, if it is awarded, will be made within 45 days following the opening of the Bidder's Proposals. Should administrative difficulties be encountered after the opening of the Bidder's Proposals, including the annulment of any award, that may delay an award or subsequent award beyond such 45 day period, Owner may accept any Bidder's Proposal for which the date for acceptance has been extended as provided in Section 10 of these General Instructions to Bidders in order to avoid the need for re-advertisement. No Bidder shall be under any obligation to extend the date for acceptance of its Bidder's Proposal. Failure of one or more of the Bidders or their sureties to extend the date for acceptance of its Bidder's Proposal shall not prejudice the right of Owner to accept any Bidder's Proposal for which the date for acceptance has been extended. **Members of the MPI will enter into contracts individually with Contractors and member awards are not bound to one-another.**

14. Notice of Award; Effective Date of Award

If the Contract is awarded by Owner, such award shall be effective when a Notice of Award in the form included in the Bid Package has been delivered to the successful Bidder ("Effective Date of Award"). Owner will prepare two copies of the Contract based on Bidder's Proposal and will submit them to the successful Bidder with the Notice of Award. **Members of the MPI will enter into contracts individually with Contractors and member awards are not bound to one-another.**

15. Finalization of Contract

A. Finalization Date. Unless otherwise stated in the Notice of Award, the successful Bidder shall satisfactorily complete all conditions precedent to signing the Contract before the 10th day after the Effective Date of Award or within such extended period as Owner may, in the exercise of its sole discretion, authorize in writing after issuance of the Notice of Award ("*Finalization Date*").

B. Conditions Precedent to Finalization. On or before the Finalization Date, the successful Bidder shall: (1) sign (see Section 7), date as of the Finalization Date, and submit to Owner both copies of the Contract, the Contractor's Certification, and all other required documentation related to the Contract on or before the Finalization Date; and (2) submit two executed copies of all required Bonds dated as of the Finalization Date and all certificates and policies of insurance.

Failure to timely execute or submit any of the aforesaid documents shall be grounds for the imposition of liquidated damages as more specifically set forth in Section 8 above. If the submitted documents or any of them fail to comply with these General Instructions to Bidders or the Contract or are not timely executed and submitted, Owner may, in its sole discretion, annul the award or allow the successful Bidder an opportunity to correct the deficiencies.

In no event will Owner execute the Contract until any and all such deficiencies have been cured or Owner has received adequate assurances, as determined by Owner, of complete and prompt performance.

INSTRUCTIONS

C. Finalization. On the Finalization Date, and provided that all documents required to be submitted prior to or on the Finalization Date have been reviewed and determined by Owner to be in compliance with these General Instructions to Bidders and the Contract, or assurances of complete and prompt performance satisfactory to Owner have been received, Owner shall execute all copies of the Contract and tender one copy to the successful Bidder at the Finalization. The successful Bidder shall tender a copy to its surety company or companies.

16. Failure to Execute

A. Annulment of Award; Liquidated Damages. The failure or refusal of a successful Bidder to comply with the conditions precedent to finalization or to properly finalize and execute the Contract shall be just cause for the annulment of the award and the imposition of liquidated damages or the exercise of equitable remedies, both as more specifically set forth in Section 8 above.

B. Subsequent Awards. On annulment of an award, Owner may accept, and award a Contract based on, any other Bidder's Proposal as Owner, in its sole judgment, deems to be the best or may invite new Proposals or may abandon the bidding process or the Work.

17. Proprietary Information

Under the Illinois Freedom of Information Act, all records in the possession of the Village are presumed to be open to inspection or copying, unless a specific exception applies. 5 ILCS 140/1.2. One exemption is "[t]rade secrets and commercial or financial information obtained from a person or business where the trade secrets or commercial or financial information are furnished under a claim that they are proprietary, privileged or confidential, and that disclosure of the trade secrets or commercial or financial information would cause competitive harm to the person or business, and only insofar as the claim directly applies to the records requested." 5 ILCS 140/7(1)(g). The Village will assume that all information provided to us in a bid or proposal is open to inspection or copying by the public unless clearly marked with the appropriate exception that applies under the Freedom of Information Act. Additionally, if providing documents that you believe fall under an exception to the Freedom of Information Act, please submit both an unredacted copy along with a redacted copy which has all portions redacted that you deem to fall under a Freedom of Information Act exception. The Village FOIA Officer is the final authority on judging proposed document redactions.

**VILLAGE OF WINNETKA
REQUEST FOR BIDS
MPI JOINT BID: PAVEMENT REJUVENATION CONTRACT
BID PACKAGE**

BIDDER'S PROPOSAL

Full Name of Bidder Corrective Asphalt Materials, LLC ("Bidder")
Principal Office Address 300 Daniel Boone Trail, South Roxana, IL 62087
Local Office Address 43W630 Wheeler Road, Sugar Grove, IL 60554
Contact Person Mike Sumrall Telephone 618-254-3855 / direct 630-465-4142
TO: Village of Winnetka ("Owner")
510 Green Bay Road
Winnetka, IL 60093
Attention: Village Clerk

Bidder warrants and represents that Bidder has carefully examined the Work Site described below and its environs and has reviewed and understood all documents included, referred to, or mentioned in this bound set of documents, including Addenda Nos. _____, which are securely stapled to the end of this Bidder's Proposal [if none, write "NONE"] ("Bid Package").

Bidder acknowledges and agrees that all terms capitalized in this Bidder's Proposal shall have the meaning given to them in the documents included in the Bid Package.

1. Work Proposal

A. Contract and Work. If this Bidder's Proposal is accepted, Bidder proposes, and agrees, that Bidder will contract with Owner, in the form of the Contract included in the Bid Package: (1) to provide, perform and complete at the site or sites described in the Bid Package ("Work Site") and in the manner described and specified in the Bid Package all necessary work, labor, services, transportation, equipment, materials, apparatus, machinery, tools, fuels, gas, electric, water, waste disposal, information, data and other means and items for utility line clearance. (2) to procure and furnish all permits, licenses and other governmental approvals and authorizations necessary in connection therewith except as otherwise expressly provided in Attachment A to the Contract included in the Bid Package; (3) to procure and furnish all Bonds and all certificates and policies of insurance specified in the Bid Package; (4) to pay all applicable federal, state and local taxes; (5) to do all other things required of Contractor by the Contract; and (6) to provide, perform and complete all of the foregoing in a proper and workmanlike manner and

in full compliance with, and as required by or pursuant to, the Contract; all of which is herein referred to as the "Work."

B. Manner and Time of Performance. If this Bidder's Proposal is accepted, Bidder proposes, and agrees, that Bidder will perform the Work in the manner and time prescribed in the Bid Package and according to the requirements of Owner pursuant thereto.

C. General. If this Bidder's Proposal is accepted, Bidder proposes, and agrees, that Bidder will do all other things required of Bidder or Contractor, as the case may be, by the Bid Package.

2. Contract Price Proposal

If this Bidder's Proposal is accepted, Bidder will, except as otherwise provided in Section 2.1 of the Contract, take in full payment for all Work and other matters set forth under Section 1 above, including overhead and profit; taxes, contributions, and premiums; and compensation to all subcontractors and suppliers, the compensation set forth on the following "Schedule of Prices" ("Price Proposal"), which Schedule of Prices Bidder understands and agrees will be made a part of the Contract:

SCHEDULE OF PRICES

A. BASIS FOR DETERMINING PRICES

It is expressly understood and agreed that:

1. Owner is not subject to state or local sales, use and excise taxes and no such taxes are included in this Schedule of Prices;
2. All other applicable federal, state, and local taxes of every kind and nature applicable to the Work as well as all taxes, contributions, and premiums for unemployment insurance, old age or retirement benefits, pensions, annuities, or other similar benefits are included in this Schedule of Prices; and
3. All costs, royalties, and fees arising from the use on, or the incorporation into, the Work of patented equipment, materials, supplies, tools, appliances, devices, processes, or inventions are included in this Schedule of Prices.

All claim or right to claim any additional compensation by reason of the payment of any such tax, contribution, or premium or any such cost, royalty or fee is hereby waived and released.

Option 1: Reclamite Turn Key Application - Contractor handles all responsibilities below:

1. Furnish and apply Reclamite
2. Furnish and apply lime screenings
3. All Traffic control and signs related to project
4. Handle any complaints or issues that may arise from application
5. Resident notification
6. Pre-street sweeping, if field conditions require
7. Post street sweeping/material disposal

Amount (Square Yards)	Price/SY Year 1	Price/SY Year 2	Price/SY Year 3
Less than or equal to 14,999 SY	\$1.34	\$1.39	\$1.45
15,000 SY – 29,999 SY	\$1.26	\$1.31	\$1.36
30,000 SY – 99,999 SY	\$1.20	\$1.25	\$1.30
Greater than or equal to 100,000 SY	\$1.14	\$1.19	\$1.24

Option 2: Reclamite CONTRACTOR Handles items 1,2,3,4 & Agency handles items 5,6,7

Amount (Square Yards)	Price/SY Year 1	Price/SY Year 2	Price/SY Year 3
Less than or equal to 14,999 SY	\$1.24	\$1.29	\$1.34
15,000 SY – 29,999 SY	\$1.18	\$1.23	\$1.28
30,000 SY – 99,999 SY	\$1.14	\$1.19	\$1.23
Greater than or equal to 100,000 SY	\$1.08	\$1.12	\$1.17

Option 3: CRF Turn Key Application - Contractor handles all responsibilities below:

1. Furnish and apply CRF
2. Furnish and apply lime screenings
3. All Traffic control and signs related to project
4. Handle any complaints or issues that may arise from application
5. Resident notification
6. Pre-street sweeping, if field conditions require
7. Post street sweeping/material disposal

Amount (Square Yards)	Price/SY Year 1	Price/SY Year 2	Price/SY Year 3
Less than or equal to 14,999 SY	\$1.82	\$1.89	\$1.97
15,000 SY – 29,999 SY	\$1.70	\$1.77	\$1.84
30,000 SY – 99,999 SY	\$1.64	\$1.71	\$1.77
Greater than or equal to 100,000 SY	\$1.59	\$1.65	\$1.72

Option 2: CRF CONTRACTOR Handles items 1,2,3,4 & Agency handles items 5,6,7

Amount (Square Yards)	Price/SY Year 1	Price/SY Year 2	Price/SY Year 3
Less than or equal to 14,999 SY	\$1.66	\$1.73	\$1.80
15,000 SY – 29,999 SY	\$1.56	\$1.62	\$1.69
30,000 SY – 99,999 SY	\$1.52	\$1.58	\$1.64
Greater than or equal to 100,000 SY	\$1.47	\$1.53	\$1.59

3. Contract Time Proposal

If this Bidder's Proposal is accepted, Bidder will commence the Work not later than the "Commencement Date" set forth in each member's Contract.

4. Firm Proposal

All prices and other terms stated in this Bidder's Proposal are firm and shall not be subject to withdrawal, escalation, or change for a period of 60 days after the date on which any Bidder's Proposal is opened or such extended acceptance date for Bidder's Proposals as may be established pursuant to Sections 10 and 13 of the General Instructions to Bidders.

5. Bidder Representations

A. No Collusion. Bidder warrants and represents that the only persons, firms, or corporations interested in this Bidder's Proposal as principals are those named in Bidder's Sworn Acknowledgment attached hereto and that this Bidder's Proposal is made without collusion with any other person, firm or corporation.

B. Not Barred. Bidder warrants, represents and certifies that it is not barred by law from contracting with Owner or with any unit of state or local government.

C. Qualified. Bidder warrants and represents that it has met and will meet all required standards set forth in Owner's Responsible Bidder Ordinance M-66-11 and that Bidder has the requisite experience, ability, capital, facilities, plant, organization and staff to enable Bidder to perform the Work successfully and promptly and to commence and complete the Work within the Contract Price and Contract Time Proposals set forth above. In support thereof, Bidder submits the attached Sworn Work History Statement. In the event Bidder is preliminarily deemed to be one of the most favorable to the interests of Owner, Bidder hereby agrees to furnish on request, within two business days or such longer period as may be set forth in the request, such additional information as may be necessary to satisfy Owner that Bidder is adequately prepared to fulfill the Contract.

D. Owner's Reliance. Bidder acknowledges that Owner is relying on all warranties, representations and statements made by Bidder in this Bidder's Proposal.

6. Surety and Insurance

Bidder herewith tenders surety and insurance commitment letters as specified in Section 6 of the Invitation for Bidder's Proposals.

7. Bid Security

Bidder herewith tenders a Cashier's Check, Certified Check, or Bid Bond as specified in Section 6 of the Invitation for Bidder's Proposals for \$25,000 ("*Bid Security*").

8. Owner's Remedies

Bidder acknowledges and agrees that should Bidder fail to timely submit all additional information that is requested of it; or should Bidder, if Owner awards Bidder the Contract, fail to timely submit all the Bonds and all the certificates and policies of insurance required of it; or should Bidder, if Owner awards Bidder the Contract, fail to timely execute the Contract, Contractor's Certification and all other required documentation related to the Contract, it will be difficult and impracticable to ascertain and determine the amount of damage that Owner will sustain by reason of any such failure and, for such reason, Owner shall have the right, at its option in the event of any such default by Bidder, to retain or recover as reasonably estimated liquidated damages, and not as a penalty, the entire amount of the Bid Security or five percent of Bidder's Price Proposal, whichever is greater, or to exercise any and all equitable remedies it may have against Bidder.

9. Owner's Rights

Bidder acknowledges and agrees that Owner reserves the right to reject any and all Bidder's Proposals, reserves the right to accept or reject any item of any Bidder's Proposal and reserves such other rights as are set forth in Section 13 of the General Instructions to Bidders.

10. Bidder's Obligations

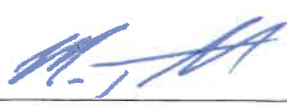
In submitting this Bidder's Proposal, Bidder understands and agrees that it shall be bound by each and every term, condition or provision contained in the Bid Package, which are by this reference incorporated herein and made a part hereof.

11. Terms of the Contract

The prices will be in effect for a minimum of thirty-six (36) months. Upon mutual agreement, each community may extend the contract at any time, (automatically renewed annually) but may be canceled by either party at any time by giving sixty (60) days written notice sent by registered mail, prior to date of termination.

DATED: 2-26, 2024.

Bidder

By: 

Title: Member

Attest

By: 

Title: Operations Coordinator

**SEE GENERAL INSTRUCTIONS TO BIDDERS, SECTION 7,
FOR SIGNATURE REQUIREMENTS**

**VILLAGE OF WINNETKA
REQUEST FOR BIDS
MPI JOINT BID: PAVEMENT REJUVENATION CONTRACT

BID PACKAGE**

BIDDER'S SWORN ACKNOWLEDGEMENT

Corrective Asphalt Materials, LLC ("Deponent"), being first duly sworn on oath, deposes and states that the undersigned Bidder is organized as indicated below and that all statements herein made are made on behalf of such Bidder in support of its Bidder's Proposal for the above Contract and that Deponent is authorized to make them.

Deponent also deposes and states that Bidder has carefully prepared, reviewed and checked its Bidder's Proposal and that the statements contained in its Bidder's Proposal and in this Acknowledgement are true and correct.

COMPLETE APPLICABLE SECTION ONLY

1. Corporation

Bidder is a corporation that is organized and existing under the laws of the State of _____, that is qualified to do business in the State of Illinois, and that is operating under the legal name of _____.

The officers of the corporation are as follows:

<u>TITLE</u>	<u>NAME</u>	<u>ADDRESS</u>
President	_____	_____
Vice President	_____	_____
Secretary	_____	_____
Treasurer	_____	_____

2. Partnership

Bidder is a partnership that is organized, existing and registered under the laws of the State of Illinois pursuant to that certain Partnership Agreement dated as of 01/01/2018, that is qualified to do business in the State of Illinois, and that is operating under the legal name of Corrective Asphalt Materials, LLC

ACKNOWLEDGEMENT

The general partners of the partnership are as follows:

<u>NAME</u>	<u>ADDRESS</u>
Anthony J. Witte, Jr.	300 Daniel Boone Trail, South Roxana, IL 62087
Marc Taillon	300 Daniel Boone Trail, South Roxana, IL 62087

3. Individual

Bidder is an individual as follows:

Full name: _____
Residence address: _____
Business address: _____
If operating under a trade or assumed
name that name is: _____

4. Joint Venture

Bidder is a joint venture that is organized and existing under the laws of the State of _____ pursuant to that certain Joint Venture Agreement dated as of _____, that is qualified to do business in the State of Illinois, and that is operating under the legal name of _____.

The signatories to the aforesaid Joint Venture Agreement are as follows:

<u>NAME (and ENTITY TYPE)</u>	<u>ADDRESS</u>
_____ ()	_____
_____ ()	_____
_____ ()	_____

ACKNOWLEDGEMENT

[For each signatory, indicate type of entity (Corporation = "C"; Partnership = "P"; and Individual = "I") and provide, on separate sheets, the information required in Paragraph 1, 2, or 3 above, as applicable]

DATED: 2-26, 2024.

Bidder

Attest

By: [Signature]

By: [Signature]

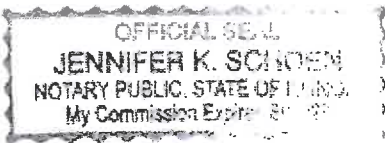
Title: Member

Title: Operations Coordinator

Subscribed and Sworn to before me on 2-26th, 2024.

[Signature]
Notary Public

My commission expires: 8-15, 2026



**SEE GENERAL INSTRUCTIONS TO BIDDERS, SECTION 7,
FOR SIGNATURE REQUIREMENTS**

**VILLAGE OF WINNETKA
REQUEST FOR BIDS
MPI JOINT BID: PAVEMENT REJUVENATION CONTRACT

BID PACKAGE**

BIDDER'S SWORN WORK HISTORY STATEMENT

Marc Taillon ("Deponent"), being first duly sworn on oath, deposes and states that all statements made in this Sworn Work History Statement are made on behalf of the undersigned Bidder in support of its Bidder's Proposal for the above Contract and that Deponent is authorized to make them.

Deponent also deposes and states that Bidder has carefully prepared, reviewed and checked this Sworn Work History Statement and that the statements contained in this Sworn Work History Statement are true and correct.

IF NECESSARY FOR FULL DISCLOSURE, ADD SEPARATE SHEETS

**JOINT VENTURES MUST SUBMIT SEPARATE
SWORN WORK HISTORY STATEMENTS FOR THE JOINT VENTURE
AND FOR EACH SIGNATORY TO THE JOINT VENTURE AGREEMENT**

1. Nature of Business

State the nature of Bidder's business: Manufacture and apply asphalt
maintenance products

2. Composition of Work

During the past three years, Bidder's work has consisted of:

<u>0.00</u> % Federal	<u>93.1</u> % As Contractor	<u>80</u> % Bidder's Forces
<u>98.2</u> % Other Public	<u>6.9</u> % As Subcontractor	<u>10</u> % Subcontractors
<u>1.8</u> % Private		<u>10</u> % Materials

3. Years in Business

State the number of years that Bidder, under its current name and organization, has been continuously engaged in the aforesaid business: 20 years

WORK HISTORY STATEMENT

4. Predecessor Organizations

If Bidder has been in business under its current name and organization for less than five years, list any predecessor organizations:

<u>NAME</u>	<u>ADDRESS</u>	<u>YEARS</u>
_____	_____	_____
_____	_____	_____

5. Business Licenses

List all business licenses currently held by Bidder:

<u>ISSUING AGENCY</u>	<u>TYPE</u>	<u>NUMBER</u>	<u>EXPIRATION</u>
See Attached	_____	_____	_____
_____	_____	_____	_____

6. Related Experience

List three projects most comparable to the Work completed by Bidder, or its predecessors, in the past five years:

	<u>PROJECT ONE</u>	<u>PROJECT TWO</u>	<u>PROJECT THREE</u>
Owner Name	<u>Kane County</u>	<u>Lake County</u>	<u>DeKalb County</u>
Owner Address	<u>14W011 Burlington Rd.</u>	<u>600 W. Winchester Rd.</u>	<u>1826 Barber Green Rd.</u>
	<u>St. Charles, IL 60175</u>	<u>Libertyville, IL</u>	<u>DeKalb, IL</u>
Reference	<u>David Sitko</u>	<u>Julian Rozwadowski</u>	<u>Nathan Schwartz</u>
Telephone Number	<u>(630) 313-0754</u>	<u>(847) 377-7506</u>	<u>(815) 756-9513</u>
Type of Work	<u>Furnish & Apply</u>	<u>Furnish & Apply</u>	<u>Furnish & Apply</u>
	<u>Reclamite</u>	<u>Reclamite</u>	<u>Reclamite</u>

WORK HISTORY STATEMENT

	<u>PROJECT ONE</u>	<u>PROJECT TWO</u>	<u>PROJECT THREE</u>
Contractor (If Bidder was) (Subcontractor)	_____	_____	_____
	_____	_____	_____
	_____	_____	_____
Amount of Contract	<u>\$465,078.99</u>	<u>\$779,535.52</u>	<u>\$94,765.52</u>
Date Completed	<u>08/28/2023</u>	<u>7/23/2019</u>	<u>7/9/2020</u>

DATED: 2-26, 2024.

Bidder

By: _____

Title: Member

Attest

By: _____

Title: Operations Coordinator

Subscribed and Sworn to before me on 2-26th, 2024.

Notary Public

My commission expires: 8-15, 2026



**SEE GENERAL INSTRUCTIONS TO BIDDERS, SECTION 7,
FOR SIGNATURE REQUIREMENTS**

Corrective Asphalt Materials, LLC

Business/Contractor License List

Issuing Agency	State	Type	Number
State of Alabama	Alabama	Contractor License	49050
State of Arkansas Commercial Contractors Licensing Board	Arkansas	Contractor License	10262
Arkansas Dept of Finance	Arkansas	Franchise Tax/Annual Report	65770632-FRN
IDOT	Illinois	Certificate of Eligibility	668C
IDOT	Illinois	Subcontractor Registration	14679
Village of Arlington Heights	Illinois	Contractor License	24-00023014
Village of Lake Barrington	Illinois	Contractor's License	943
Village of Lake in the Hills	Illinois	Contractor License	L012058-052623
City of North Chicago	Illinois	Speciality (Contractor) License	LIC2023-0151
City of Orland Park	Illinois	Contractor License	CL-24-26762
Village of Schaumburg	Illinois	Contractor License	70808
Village of Skokie	Illinois	Contractor's License	
City of Urbana	Illinois	EEO Certification	23-A265
Village of Wilmette	Illinois	Contractor Business License	13328
SIUE Prequal	Illinois	Prequalification	
Iowa Secretary of State	Iowa	Certificate of Authority	411104
Louisiana Secretary of State	Louisiana	Certificate of Authority	43898011Q
Louisiana, Board of Contractors	Louisiana	Contractors License	70187
Minnesota Secretary of State	Minnesota	Certificate of Authority	8802136700028
New Brighton	Minnesota	Contractor License	202376101
City of Ramsey	Minnesota	Contractor License	2023118
State of Mississippi Board of Contractors	Mississippi	Contractor License	22254-SC
Mississippi Secretary of State	Mississippi	Certificate of Authority	1104746
Missouri Secretary of State	Missouri	Certificate of Authority	FL0010522
MODOT	Missouri	Contractor Questionnaire	28080
City of Columbia	Missouri	Business License	BL012311
City of Crestwood	Missouri	Contractor's Business License	4210
City of Hermann	Missouri	Business License	49
city of Jackson	Missouri	Contractor License	23-0010
City of Jefferson	Missouri	Business License	9314
City of Kansas City	Missouri	Business License	lo120988416
City of Kirkwood	Missouri	Contractor License	21-00005859
City of Lake St. Louis,	Missouri	Business License	CL23-0000072
City of Osage Beach	Missouri	Contractor License	3968
City of Washington	Missouri	Business License	17979
City of Springfield	Missouri	Business License	BUS2019-00582
City of St. Charles	Missouri	Contractor License	14953
North Dakota Secretary of State	North Dakota	Certificate of Authority	40887600
North Dakota Secretary of State	North Dakota	Contractor License	55048 Class C
Department of Public Works, Madison WI	Wisconsin	Prequalification	
Wisconsin Department of Financial Institutions	Wisconsin	Certificate of Authority	C093823

VILLAGE OF WINNETKA
MPI JOINT BID: PAVEMENT REJUVENATION CONTRACT

ATTACHMENT A

SPECIFICATIONS

- A. **General Scope:** This work shall consist of furnishing all labor, material and equipment necessary to perform all operations for the application of Emulsified Maltene-Based Asphalt Rejuvenating Agent and CRF Maltene-Based Asphalt Restorative Seal to bituminous asphaltic concrete surface courses. The rejuvenation of surface courses shall be by spray application of a cationic Maltene-Based Rejuvenating Agent or Maltene-Based Restorative Seal composed of petroleum oils and resins emulsified with water. The base used for the emulsion shall be naphthenic. All work shall be in accordance with the specifications, any applicable drawings, and subject to the terms and conditions of this contract.
- B. **Pre-Construction:** The CONTRACTOR shall present samples of materials, laboratory reports, calibration reports, and proof of work experience as required by these specifications to the Resident Engineer at the pre-construction meeting.

C. **Material Specifications:**

1. **Emulsified Maltene-Based Asphalt Rejuvenating Agent**

The emulsion will be a naphthenic maltene-based rejuvenating agent composed of four maltene components (listed below) uniformly emulsified with water. Each bidder must submit with his bid a certified statement from the asphalt rejuvenator manufacturer showing that the asphalt rejuvenating emulsion conforms to the required physical and chemical requirements.

NAPHTHENIC MALTENE-BASED ASPHALT REJUVENATOR SPECIFICATIONS

Property	Test Method	Requirements
Viscosity @ 25°C, SFS	ASTM D244	15-40
Residue, w%	ASTM D244 (Mod) ³	60-65
Miscibility Test	ASTM D244 (Mod) ²	Pass
Sieve Test, w%	ASTM D244 (Mod) ¹	0.1 Max.
Particle Charge Test	ASTM D244	Positive
Tests on Distillation Residue:		
Flash Point, COC, C	ASTM D92	196 Min.
Viscosity @ 60°C, C	ASTM D2170	100-200
Asphaltenes, w%	ASTM D2006-70	1.00 Max.

Maltene Dist. Ratio (Polar Compounds)+(First Acidaffins) (Saturates)+(Second Acidaffins)	ASTM D2006-70	0.3-0.6
Polar Compounds/Saturates Ratio	ASTM D2006-70	0.5 Min.
Asphaltenes, w%	ASTM D2006-70	1.0 Max.
Saturated Hydrocarbons, w%	ASTM D2006-70	21-28

¹ Test procedure identical with ASTM D-244 except that distilled water shall be used in place of two (2) percent sodium oleate solution.

² Test procedure identical with ASTM D-244 except that .02 Normal Calcium Chloride solution shall be used in place of distilled water.

³ ASTM D-244 Modified Evaporation Test for percent of residue is made by heating 50 gram sample to 149 C (300 F) until foam ceases, then cool immediately and calculate results.

2. CRF Maltene-Based Asphalt Restorative Seal

The emulsified asphalt restoring agent shall be a naphthenic petroleum maltene-based rejuvenating agent composed of four maltene components (listed below) uniformly emulsified with water. Each bidder must submit with his bid a certified statement from the asphalt restoring agent's manufacturer showing that the emulsified product conforms to the requirements below:

NAPHTHENIC EMULSIFIED ASPHALT RESTORING AGENT REQUIREMENTS

Property	Test Method	Requirements
Viscosity @ 25°C, SFS	ASTM D244	25-150
Residue, w%	ASTM D244 (Mod) ²	64 Min.
1-DAY Settlement, w%	ASTM D244	1.0 Max.
Sieve Test, w%	ASTM D244 (Mod) ¹	0.1 Max.
Particle Charge Test	ASTM D244	Positive
Tests on the Residue:		
Viscosity @ 60°C, cSt	ASTM D2170	1000-4000
Maltene Dist. Ratio (Polar Compounds)+(First Acidaffins) (Saturates)+(Second Acidaffins)	ASTM D2006-70	0.7-1.1
Polar Compounds/Saturates Ratio	ASTM D2006-70	0.5 Min.
Asphaltenes, w%	ASTM D2006-70	14.0 Max.

¹ Test procedure identical with ASTM D-244 except that distilled water shall be used in place

of two (2) percent sodium oleate solution.

² ASTM D-244 Modified Evaporation Test for percent of residue is made by heating 50 gram sample to 149 C (300 F) until foam ceases, then cool immediately and calculate results.

D. Material Performance:

1. Emulsified Maltene-Based Asphalt Rejuvenating Agent

The asphalt rejuvenating agent shall have the capability to penetrate the asphalt pavement surface and performing as follows. The asphalt rejuvenating agent shall be absorbed and incorporated into the asphalt binder. Verification that said incorporation of the asphalt rejuvenating agent into the asphalt binder has been effected shall be by analysis of the chemical properties of said asphalt binder i.e. viscosity shall be reduced by petroleum maltene fraction replacement method to the following extent. For pavements receiving the first or original application of rejuvenating agent the viscosity shall be reduced by an AVERAGE of thirty-five, (35%) percent as determined by dynamic shear rheometer (DSR) method for asphalt testing in accord with AASHTO T315-05. For retreated pavements after an initial treatment with the asphalt rejuvenator the viscosity shall be reduced by petroleum maltene replacement method a minimum of twenty percent (20%) as determined by dynamic shear rheometer (DSR) method for testing in accord with AASHTO T315-05. In addition the phase angle shall be increased. This analysis shall apply to extracted asphalt binder, taken from cores extracted fifteen to thirty days following application, in the upper three eights inch (3/8") of pavement. In addition the treated areas shall be sealed in-depth to the intrusion of air and water.

When directed by the Engineer, the Contractor shall have the following additional testing performed at the cost of the owner. The extracted asphalt binder taken from the treated and untreated cores as heretofore outlined shall be further tested per ASTM D-2006-70 Rostler Analysis. The results of this testing shall indicate a decrease in the percent asphaltene content for the treated samples as compared to the untreated samples.

2. CRF Maltene-Based Asphalt Restorative Seal

The restoring agent shall have a record of satisfactory service as an emulsified asphalt restoring agent and in-depth sealer. Satisfactory service shall be based on the capability of the material to decrease the viscosity and increase the penetration value of the asphalt binder as follows. The viscosity shall be reduced by a minimum of 20 percent and the penetration value shall be increased by a minimum of 15 percent. Testing shall be performed on extracted asphalt cement from a pavement to a depth of three eights inch (3/8"). In addition, the pavement shall be in-depth sealed to the intrusion of air and water.

The bidder must submit with their bid the manufacturer's certification that the material proposed for use is in compliance with the emulsified asphalt restoring agent requirements.

- E. **Product Standards:** The product "Reclamite"® produced by Tricor Refining, LLC is the standard for the naphthenic emulsified maltene-based asphalt rejuvenating agent requirements and the prices quoted on the Bid Sheet Base Bid shall be for one of these standards.

The product "CRF"® as previously manufactured by Witco Corporation-Golden Bear Oil is the standard for the emulsified maltene-based asphalt restoring agent requirements and the prices quoted on the Bid Sheet Base Bid shall be for the "CRF"® standard.

- F. **Applicator Experience:** The asphalt rejuvenating agent and restorative seal shall be applied by an experienced applicator of such material. The bidder shall have a minimum of 5 years' experience in applying the product proposed for use on municipal streets. The Contractor must submit with his bid a list of five (5) projects on which he applied said rejuvenator or restorative seal. They shall indicate the project dates, number of square yards treated in each and the name and phone number of the manager in charge of each project.

A project superintendent knowledgeable and experienced in application of the asphalt rejuvenating agent and restorative seal must be present and in control of each day's work. The bidder shall submit at the preconstruction meeting a written experience outline of the project superintendent.

- G. **Application Temperature and Weather Limitations:** The temperature of the asphalt rejuvenating agent and restorative seal, at the time of application shall be as recommended by the manufacturer. The asphalt rejuvenating agent and restorative seal shall be applied only when the existing surface to be treated is thoroughly dry. The asphalt rejuvenating agent and restorative seal shall not be applied when the ambient temperature is below 35 degrees Fahrenheit. It shall be the discretion of the Resident Engineer to determine when weather conditions are not appropriate for the application to occur. Contractor shall halt the application process when so ordered by the Resident Engineer. The contractor cannot perform the work without the Resident Engineer consent if rain is forecasted between the time aggregates will be placed and when aggregates will be swept up.

- H. **Handling of Materials:** Contents in tank cars or storage tanks shall be circulated at least forty-five minutes before withdrawing any material for application. When loading the distributor, the asphalt rejuvenating agent concentrate or restoring seal concentrate shall be loaded first and then the required amount of water shall be added. The water shall be added into the distributor with enough force to cause agitation and thorough mixing of the two (2) materials. To prevent foaming, the discharge end of the water hose or pipe shall be kept below the surface of the material in the distributor which shall be used as a spreader. The distributor truck will be cleaned of all of its asphalt materials, and washed out to the extent that no discoloration of

the emulsion may be perceptible. Cleanliness of the spreading equipment shall be subject to inspection and the Contractor shall halt the application process when so ordered by the Project Manager.

- I. **Application Equipment:** The distributor for spreading the emulsions shall be self-propelled, and shall have pneumatic tires. The distributor shall be designed and equipped to distribute the asphalt rejuvenating agent or restorative seal uniformly on variable widths of surface at readily determined and controlled rates from 0.05 to 0.5 gallons per square yard of surface, and with an allowable variation from any specified rate not to exceed five (5) percent of the specified rate. Distributor equipment shall include full circulation spray bars, pump tachometer, volume measuring device and a hand hose attachment suitable for application of the emulsion manually to cover areas inaccessible to the distributor. The distributor shall be equipped to circulate and agitate the emulsion within the tank. A check of distributor equipment as well as application rate accuracy and uniformity of distribution shall be made when directed by the Resident Engineer. The truck used for sanding shall be equipped with a spreader that allows the sand to be uniformly distributed onto the pavement. The spreader shall be able to apply 2 pound to 6 pounds of sand per square yard in a single pass. The spreader shall be adjustable so as to not broadcast sand onto driveways or lawns. The sand to be used shall be free flowing, without any leaves, dirt, stones, etc. Any wet sand shall be rejected from the job site. Any equipment which is not maintained in full working order, or is proven inadequate to obtain the results prescribed, shall be repaired or replaced at the direction of the Resident Engineer.
- J. **Application:** The asphalt rejuvenating agent or restorative seal shall be applied by a distributor truck at the temperature recommended by the manufacturer and at the pressure required for the proper distribution. The emulsion shall be so applied that uniform distribution is obtained at all points of the areas to be treated. Distribution shall be commenced with a running start to ensure full rate of spread over the entire area to be treated. Areas inadvertently missed shall receive additional treatment as may be required by a hand sprayer application.

Application of the asphalt rejuvenating agent shall be on one-half width of the pavement at a time. When the second half of the surface is treated, the nozzle nearest the center of the road shall overlap the previous by at least one-half the width of the nozzle spray. In any event the construction joint of the pavement shall be treated in both passes of the distributor truck.

1. Emulsified Maltene-Based Asphalt Rejuvenating Agent

Before spreading, the asphalt rejuvenating agent shall be blended with water at the rate of 60% Maltene based Emulsion to 40% water, or as specified by the manufacturer based on field conditions. The combined mixture of asphalt rejuvenating agent and water shall be spread at the rate of 0.05 to 0.10 gallons per square yard, or as approved by the Resident Engineer following field testing.

2. CRF Maltene-Based Asphalt Restorative Seal

Before spreading, the emulsified asphalt restoring agent shall be blended with water at the rate of 70% emulsified restoring agent to 30% part water, or as specified by the manufacturer based on field conditions. The combined mixture of emulsified asphalt restoring agent and water shall be spread at the rate of 0.06 to 0.30 gallons per square yard, or as approved by the Engineer following field testing.

Where more than one application is to be made, succeeding applications shall be made as soon as penetration of the preceding application has been completed and approval is granted for additional applications by the Resident Engineer. Grades or super elevations of surfaces that may cause excessive runoff in the opinion of the Resident Engineer shall have the required amounts applied in two (2) or more applications as directed. Said treatment shall be uniformly applied by a method acceptable to the Resident Engineer. Care should be taken during all rejuvenator applications to not get excessive material on the curb and gutter. Additional cleaning may be required if this occurs at the contractor's expense.

After the rejuvenating emulsion or restoring seal has penetrated, a coating of dry sand shall be applied to the surface in sufficient amount to protect the traveling public as required by the Resident Engineer. The Contractor shall furnish a quality inspection report showing the source and manufacturer of asphalt rejuvenating agent or restorative seal. When directed by the Resident Engineer, the Contractor shall take representative samples of material for testing.

- K. **Street Sweeping:** The Contractor shall be responsible for sweeping and cleaning of the streets prior to and after treatment. Prior to treatment, the street will be cleaned of all standing water, dirt, leaves, foreign materials, etc. This work shall be accomplished by hand brooming, power blowing or other methods approved by the Resident Engineer. If hand cleaning is not sufficient, then a self-propelled street sweeper shall be used. All sand used during the treatment must be removed no later than forty-eight (48) hours after treatment of the street. This shall be accomplished by a combination of hand and mechanical sweeping. All turnouts, cul-de-sacs, etc. must be cleaned and free of any material that would interfere with the treatment. All debris generated by sweeping shall be picked up and disposed of by the contractor. Street sweeping shall be included in the price bid per square yard for asphalt rejuvenating agent. If after sand is swept and it is determined that a hazardous condition exists on the roadway, the Contractor must apply additional sand and sweep no later than twenty-four (24) hours following reapplication. No additional compensation will be allowed for reapplications and removal of sand.
- L. **Traffic Control and Safety:** The Contractor shall schedule his operations and carry out the work in a manner to cause the least disturbance and/or interference with the normal flow of traffic over the areas to be treated. Treated portions of the pavement surfaces shall be kept closed and free from traffic until penetration has become complete and the area is suitable for

traffic. Cure time shall be no longer than 90 minutes. When traffic must be maintained at all times on a particular street, then the Contractor shall apply asphalt rejuvenating agent or restorative seal to one (1) lane at a time. Traffic shall be maintained in the untreated lane until the traffic may be switched to the completed lane. Access to adjacent properties shall be maintained during the application. The Contractor shall be responsible for all traffic control and signing required to permit safe travel. All signing and barricading of the work zone shall comply with MUTCD guidelines and IDOT standards. The Contractor shall notify the Resident Engineer as to the streets that are to be treated each day. All support vehicles used shall also have flashing beacons that can be seen from all sides of the vehicle, for safety considerations for all work on major arterials. If the Contractor fails to provide the required signing, the Contractor shall stop all operations until safe signing and barricading is achieved.

M. Spreading of Sand or Screenings:

The contractor shall be responsible for protecting all storm sewer inlets before the screening and spreading aggregates.

Sand or lime screenings shall be furnished by the contractor. The contractor shall furnish all equipment, tools, labor and incidentals necessary to perform the sanding operation in accordance with this contract.

Spreading shall consist of applying free flowing sharp sand, FA2 or limestone screenings to insure even distribution of the sand or screenings to be worked into any voids in the pavement surface as directed by customer representative. A twin spinner, rubber belt feed system aggregate distributor shall be used for uniform application. The aggregate distributor shall apply sand or screenings at a rate of two pounds to four pounds per square yard.

Aggregate distributor must be able to carry enough aggregate to cover an applied load of the rejuvenating agent, at least (9) nine tons. Repeated sanding may be required on some areas of pavement and contractor must be available on an as needed basis to provide the required sanding.

- N. **Resident Notification:** The contractor shall distribute by hand, a typed notice to all residences and businesses on the street to be treated. The notice will be delivered no more than 24 hours prior to the treatment of the road. The notice will have a local phone number that residents may call to ask questions. The contractor shall also place the notice on the windshield of any parked cars on the street.

- O. Basis of Payment:** Asphalt rejuvenating agent shall be measured by the square yard of material in place and will be paid for at the contract unit price for Maltene Based Asphalt Rejuvenating Agent per square yard. Asphalt restoring seal shall be measured by the square yard of material in place and will be paid for at the contract unit price for Maltene-Based Asphalt Restoring Seal. Prices shall be full compensation for furnishing all materials, equipment, labor and incidentals to complete the work as specified and required. **Anticipated yardage assumes half of budget is spent on rejuvenating agent and half is spent on restoring seal. Estimated quantities are listed below for reference but are not guaranteed.**

Proposed Three-year Budget for participating agencies.

Note: Proposed budgets may be increased or decreased by each agency if mutually agreed to by both parties in writing.

Community name	Dollars budgeted (2024)	Dollars budgeted (2025)	Dollars budgeted (2026)
Arlington Heights	\$320,000	320,000	320,000
Highland Park	\$40,000	\$75,000	\$75,000
Elk Grove	\$150,000	\$150,000	\$150,000
Evanston	\$30,000	\$30,000	\$30,000
Rolling Meadows	\$70,000	\$70,000	\$70,000
Vernon Hills	\$50,000	\$75,000	\$75,000
Wilmette	\$42,000	\$41,000	\$35,000
Cary	\$25,000	\$25,000	\$25,000
Winnetka	\$25,000	\$25,000	\$25,000

Corrective Asphalt Materials, LLC
MPI Joint Bid: Pavement Rejuvenation Contract
Request for Bids #024-006

<u>Customer</u>		<u>Address</u>		<u>Contact</u>		<u>Date of completion</u>	<u>Product</u>	<u>Sq Yds</u>
Rolling Meadows, IL	3900 Berdnick Street	Rolling Meadows, IL	60008	Brad Valentino	(847) 693-0000	8/29/2023	Reclamite	68,307
Bloomington Township, IL	6N030 Rosedale Ave.	Bloomington, IL	60108	Bob Nogan	(630) 625-2815	10/3/2023	Reclamite	68,500
Montgomery, Village of	PO Box 998	Aurora, IL	60507	Cass Price	(630) 892-4357	7/7/2023	Reclamite	70,020
Geneva Construction Company, Inc.	1485 S. Broadway	Coal City, IL	60416	Eric Rhoda	(815) 634-2555	7/24/2023	Reclamite	75,666
Yorkville, IL	290 Evergreen Drive	Vernon Hills, IL	60061	Steve Maslov	(847) 918-3590	6/27/2023	Reclamite	78,720
D Construction Inc.								
Vernon Hills, IL								

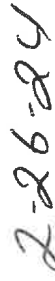
I certify that Corrective Asphalt Materials, LLC and its employees have manufactured and applied Reclamite Rejuvenating Agent and CRF Restorative Seal for over forty years.

- 1) Corrective Asphalt Materials, LLC has not experienced any difficulty in applying rejuvenating agents while performing work within the state of Illinois
- 2) Corrective Asphalt Materials, LLC has never received any complaints regarding the quality of our work with the state of Illinois
- 3) We have never had any contracts which resulted in a lawsuit or defaulted in any contracts



Marc Tallion

Member



Date



Mailing Address:
300 Daniel Boone Trail
South Roxana, IL 62087
Phone: 618-254-3855
Fax: 618-254-2200

Locations:
300 Daniel Boone Trail, South Roxana, IL 62087
43W630 Wheeler Road, Sugar Grove, IL 60554

January 1, 2024

STATEMENT OF EXPERIENCE: JOB SUPERINTENDENT & DISTRIBUTOR DRIVER

DANIEL HESTEKIN – 8 years of experience in the application of CRF & Reclamite using a distributor truck. Over 7 years of supervisory experience in the application of CRF & Reclamite.

1. I have never experienced any difficulty applying CRF or Reclamite to any Municipality roads.
2. I have never received any complaints regarding the quality of my work from any municipality.

EMERGENCY CONTACTS

Daniel Hestekin, Project Supervisor

Cell (331) 251-0032

Mike Sumrall, Operations Manager

Cell (630) 465-4142

Corrective Asphalt Materials, LLC

Office (618) 254-3855

Marc Taillon, Vice President

Cell (314) 477-3995



Mailing Address:
300 Daniel Boone Trail
South Roxana, IL 62087
Phone: 618-254-3855
Fax: 618-254-2200

Locations:
300 Daniel Boone Trail, South Roxana, IL 62087
43W630 Wheeler Road, Sugar Grove, IL 60554

January 1, 2024

STATEMENT OF EXPERENCE: JOB SUPERVISOR & DISTRIBUTOR DRIVER

JOHN HOLLERAN – I have over 29 years' experience in the application of CRF & Reclamite using a distributor truck. I also have over 20 years' supervisory experience in the application of CRF & Reclamite.

1. I have never experienced any difficulty applying CRF or Reclamite to any Municipality roads.
2. I have never received any complaints regarding the quality of my work from any municipality.

EMERGENCY CONTACTS

Mike Sumrall, Operations Manager	Cell (630) 465-4142
Corrective Asphalt Materials, LLC	Office (618) 254-3855
Jeff Krull, General Manger	Cell (618) 484-7659

By: _____
Jeff Krull, General Manager

Date: _____



Mailing Address:
300 Daniel Boone Trail
South Roxana, IL 62087
Phone: 618-254-3855
Fax: 618-254-2200

Locations:
300 Daniel Boone Trail, South Roxana, IL 62087
43W630 Wheeler Road, Sugar Grove, IL 60554

January 1, 2024

STATEMENT OF EXPERIENCE: JOB SUPERINTENDENT & DISTRIBUTOR DRIVER

DANIEL HESTEKIN – 8 years of experience in the application of CRF & Reclamite using a distributor truck. Over 7 years of supervisory experience in the application of CRF & Reclamite.

1. I have never experienced any difficulty applying CRF or Reclamite to any Municipality roads.
2. I have never received any complaints regarding the quality of my work from any municipality.

EMERGENCY CONTACTS

Mike Sumrall, Operations Manager

Cell (630) 465-4142

Corrective Asphalt Materials, LLC

Office (618) 254-3855

Jeff Krull, General Manger

Cell (618) 484-7659



Mailing Address:
300 Daniel Boone Trail
South Roxana, IL 62087
Phone: 618-254-3855
Fax: 618-254-2200

Locations:
300 Daniel Boone Trail, South Roxana, IL 62087
43W630 Wheeler Road, Sugar Grove, IL 60554

January 1, 2024

STATEMENT OF EXPERIENCE: JOB SUPERINTENDENT & DISTRIBUTOR DRIVER

WADE SPARKS – 9 years of experience in the application of CRF & Reclamite using a distributor truck. Over 8 years of supervisory experience in the application of CRF & Reclamite.

1. I have never experienced any difficulty applying CRF or Reclamite to any Municipality roads.
2. I have never received any complaints regarding the quality of my work from any municipality.

EMERGENCY CONTACTS

Mike Sumrall, Operations Manager

Cell (630) 465-4142

Corrective Asphalt Materials, LLC

Office (618) 254-3855

Jeff Krull, General Manger

Cell (618) 484-7659

**PAVEMENT REJUVENATION CONTRACT BETWEEN THE VILLAGE OF MUNDELEIN
AND CORRECTIVE ASPHALT MATERIALS, LLC**

1. **PARTIES** to this agreement made and dated the 26th day of August 2024, are the Village of Mundelein, acting by and through its Mayor and Village Board, known hereinafter as "Village", and the successful bidder, Corrective Asphalt Materials, LLC, known hereinafter as the "Contractor", its executors, administrators, successors, or assigns.

2. **TERMS:** It is understood and agreed that the Instructions to Bidders, General Conditions, Specifications and Proposal Forms titled *MPI Joint Bid: Pavement Rejuvenation Contract* as submitted to the Village of Winnetka on February 28, 2024, and the Proposal as completed and executed by the Contractor are all essential documents (the "Documents") which are a part of this Contract. Said Documents are attached hereto and made hereof as Exhibit A.

3. **FULL COMPLIANCE:** The Contractor agrees with the Village to do all the work, furnish all materials and equipment along with all labor necessary to complete the work for three years in accordance with the terms, conditions and specifications described in the Documents incorporated herein as Exhibit A, in order to fully comply with all of the terms of this Contract. The parties hereto specifically agree that the consideration for this Contract is sufficient.

4. **REPRESENTATION AND WARRANTY:** Contractor represents and warrants that all information contained in the completed and executed Proposal are true and correct to the best of his information, knowledge, and belief.

5. **ILLINOIS FREEDOM OF INFORMATION ACT:** Contractor understands that amendments to the Illinois Freedom of Information Act (P.A. 96-0542) which requires the Contractor to produce to the Requester any of its company records and documents which are in any way related to the performance of services under this agreement and not exempt from disclosure within five business days of the Village's receipt of a request for said records. Accordingly, the Contractor agrees to be bound by the provisions of the Illinois Freedom of Information Act (5 ILCS 140/1 et seq.), and agrees to deliver to the Village all records in its possession relating to this agreement within three (3) business days of a request by the Village for said records.

Contractor agrees to reimburse the Village any fees, fines, or costs incurred by or assessed against the Village for its failure to deliver requested records in the possession of the Contractor, and which the Contractor failed to deliver to the Village within three (3) business days of its receipt of a request from the Village to do so. For purposes of this paragraph, an e-mail request for records and documents will be considered received by the Contractor on the day sent.

The Contractor shall not be entitled to receive any wages, fees, or costs of any kind from the Village for the production of documents and records in response to a Freedom of Information Act request.

6. **IN WITNESS WHEREOF**, the said parties have executed this Contract on the date above mentioned.

VILLAGE OF MUNDELEIN

By: _____
Director of Public Works and Engineering

CONTRACTOR

If a Corporation:

Attest:

Corporation Name: _____

By: _____
President

Secretary

If a Co-Partnership:

_____ (Seal)

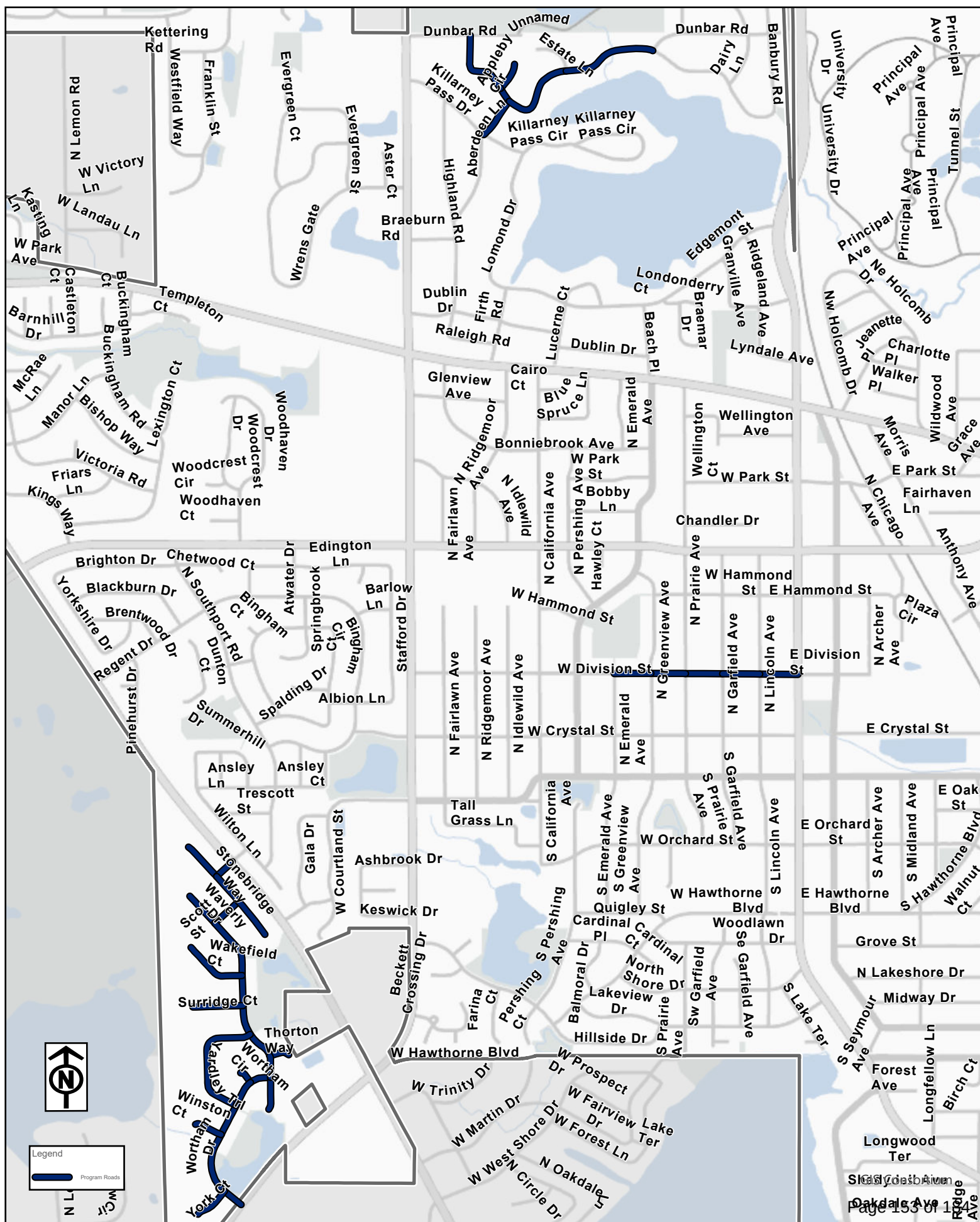
_____ (Seal)

_____ (Seal)

Partners Doing Business under the Firm Name of:

If an Individual:

_____ (Seal)



To: Mayor and Board of Trustees

From: Vanna Jankowski, Finance Clerk
Linda Miller, Finance Director

For: Village Board Meeting of August 26, 2024

Subject: Governing Body

Financial Impact:

\$728,902.94

Attachments:

1. Governing Body

Background:

The Village's Bill Approval Policy requires bill approval at each board meeting. Board approval is respectfully requested. The full Governing Body Report has been posted on the Village's internet.

Recommendation:

Motion to approve the payment of bills, as indicated in the Governing Body Report for the period between August 13, 2024, and ending August 26, 2024, in the amount of \$728,902.94.



GOVERNING BODY

DISBURSEMENTS REPORT

August 26, 2024

apaivckdt2 vjankowski
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Fund: 100 CORPORATE
Vendor Vendor Name

Village of Mundelein, IL
Invoice List by Check Date

Number	Fiscal Year	Invoice Number	PO #	Item	Spc Addr Inv	Invoice Date	Item Value With Freight
Department: NON DEPARTMENTAL							
Program:							
Account: 100-25100-000		CREDIT CARD PAYABLE					
227 BANKCARD PROCESSING CTR	2025	CC JULY 2024	0	0	N	07/29/24	7,742.85
Account: 100-32710-000		BLDG\POLICE COURT FINES					
14108 MUNICIPAL COLL OF AMERICA INC	2025	65495	0	0	N	07/31/24	1,179.36
Account: 100-34670-000		INS REIMBURSEMENTS					
14303 MCDONALD HOPKINS LLC	2025	1521875	0	0	N	08/14/24	1,286.00
Totals for department							10,208.21
Department: 103 FOURTH OF JULY COMMISSION							
Program:							
Account: 100-46520-103		EQUIPMENT RENTAL					
14035 FLOOD'S ROYAL FLUSH INC	2025	I38941	0	0	N	08/20/24	200.00
Account: 100-47420-103		ELECTRIC LIGHT/POWER					
14184 IGS ENERGY	2025	06153HC07H63	0	0	Y	08/16/24	48.12
Totals for department 103							248.12
Department: 104 PLAN COMMISSION							
Program:							
Account: 100-46441-104		PRINTING SERVICES					
2075 SIGNS NOW MUNDELEIN	2025	INV-53444	0	0	N	07/31/24	25.00
Totals for department 104							25.00
Department: 105 POLICE/FIRE COMMISSION							
Program:							
Account: 100-46401-105		CORPORATE COUNSEL					
7985 OTTOSEN DINOLFO	2025	8480	14088	1	N	07/31/24	1,000.00
Account: 100-46999-105		MISC OTHER SERVICES					
2241 TRANS UNION LLC	2025	07400201	13609	2	N	07/28/24	71.94
6095 THOMSON REUTERS	2025	850592581	13823	2	N	08/01/24	142.73
Totals for department 105							1,214.67
Department: 108 ARTS COMMISSION							
Program:							
Account: 100-46441-108		PRINTING SERVICES					

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2259	ULTIMATE SCREEN PRINTING	2025	148816	13960	1	N	06/17/24	214.50
Totals for department 108								-----214.50
Department: 109 BEAUTIFICATION COMMITTEE								
Program:								
Account: 100-46899-109 MISC COMMUNITY SERVICE								
6794	PROMOTIONAL PRODUCTS CO-OP LLC	2025	PPP-36308	0	0	N	08/10/24	173.00
Totals for department 109								-----173.00
Department: 111 EXECUTIVE								
Program:								
Account: 100-46499-111 MISC PROFESSIONAL SERV								
7272	KTR MEDIA GROUP, LTD	2025	24144	0	0	N	07/26/24	150.00
7272	KTR MEDIA GROUP, LTD	2025	24144	0	0	N	07/26/24	150.00
Account: 100-47099-111 MISC SUPPLIES								
6794	PROMOTIONAL PRODUCTS CO-OP LLC	2025	PPP-36283	0	0	N	07/30/24	330.00
6794	PROMOTIONAL PRODUCTS CO-OP LLC	2025	PPP-36283	0	0	N	07/30/24	60.00
6794	PROMOTIONAL PRODUCTS CO-OP LLC	2025	PPP-36283	0	0	N	07/30/24	45.00
Totals for department 111								-----735.00
Department: 201 ADMINISTRATIVE								
Program:								
Account: 100-46441-201 PRINTING SERVICES								
3763	THE PRINTING FACTORY	2025	33732	0	0	N	07/29/24	70.00
Totals for department 201								-----70.00
Department: 202 ADMIN SERVICES								
Program:								
Account: 100-46415-202 COMPUTER SOFTWARE SUPPORT								
6664	CONVERGINT TECHNOLOGIES	2025	IN00213874	13831	1	N	07/09/24	7,745.51
6664	CONVERGINT TECHNOLOGIES	2025	IN00215318	13833	1	N	07/12/24	9,350.00
6664	CONVERGINT TECHNOLOGIES	2025	IN00219483	13830	1	N	07/23/24	7,473.00
Account: 100-47012-202 COMPUTER SUPPLIES								
8769	MNJ TECHNOLOGIES DIRECT	2025	CINV004062016	13779	2	N	08/07/24	3,696.00
14114	PLASTIC CARD SOLUTIONS	2025	28590	0	0	N	08/06/24	352.45
Account: 100-47310-202 AMERITECH CHARGES								
6631	AT & T LONG DISTANCE	2025	822347657-07	0	0	N	07/22/24	86.00
11005	COMCAST	2025	2045430658	0	0	N	06/15/24	10,253.09

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11005 COMCAST	2025	209745862	0	0	N	07/16/24	10,387.92
11005 COMCAST	2025	212269933	0	0	N	08/15/24	10,387.92
Account: 100-47502-202		MT MTLS COMPUTER EQUIP					
14202 AMAZON CAPITAL SERVICES, INC.	2025	1P4V-WTKF-1L4P	0	0	N	08/06/24	52.56
Totals for department 202							59,784.45
Department: 203 COMMUNITY DEVELOPEMENT							
Program:							
Account: 100-46305-203		PROFESSIONAL DUES					
7785 URBAN LAND INSTITUTE	2025	5658792	14099	1	N	07/19/24	680.00
Totals for department 203							680.00
Department: 205 HUMAN RESOURCES							
Program:							
Account: 100-46004-205		UNEMPLOYMENT INSURANCE					
8762 ILLINOIS DEPARTMENT	2025	Q2-2024	13674	1	N	08/12/24	2,952.50
Account: 100-46902-205		EMPLOYEES' AWARDS					
6794 PROMOTIONAL PRODUCTS CO-OP LLC	2025	PPP-36309	0	0	N	08/10/24	173.00
6794 PROMOTIONAL PRODUCTS CO-OP LLC	2025	PPP-36329	14110	1	N	08/15/24	2,462.00
14086 TELENATIONS, INC.	2025	A-237848	14096	1	N	08/13/24	13,750.00
Account: 100-46904-205		PHYSICAL EXAMS					
7444 ADVOCATE HEALTH-HOSPITALS CORP	2025	861070	0	0	N	08/08/24	130.00
7444 ADVOCATE HEALTH-HOSPITALS CORP	2025	861086	0	0	N	08/08/24	163.00
7444 ADVOCATE HEALTH-HOSPITALS CORP	2025	861100	0	0	N	08/08/24	66.00
13010 PETER G. ALLEGRETTI	2025	07834	0	0	N	08/12/24	700.00
Remarks: Eliyah Thurman							
13010 PETER G. ALLEGRETTI	2025	07836	0	0	N	08/12/24	700.00
Remarks: James Cummings							
Totals for department 205							21,096.50
Department: 231 FINANCE - ADMINISTRATION							
Program:							
Account: 100-46505-231		REAL ESTATE TAXES					
1263 LAKE COUNTY COLLECTOR	2025	FY23TAXBILLS-2	13648	1	Y	08/13/24	2,295.52
Totals for department 231							2,295.52
Department: 240 LEGAL							
Program:							
Account: 100-46403-240		PROSECUTING ATTORNEY					

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7575 LALUZERNE & SMITH, LTD.	2025	JULY 2024	13591	1	N	07/31/24	4,051.50
7575 LALUZERNE & SMITH, LTD.	2025	PD - JULY 2024	13591	1	N	07/01/24	12,262.25
Account: 100-46499-240		MISC PROFESSIONAL SERV					
4288 JOAN VASQUEZ	2025	07092024-01	0	0	N	07/09/24	300.00
4288 JOAN VASQUEZ	2025	08013024-002	0	0	N	08/13/24	300.00
Totals for department 240							16,913.75
Department: 260 CAPITAL PROJECTS							
Program:							
Account: 100-48299-260		OTHER BLDG/FACILITIES					
11285 D&B POWER ASSOCIATES, INC	2025	034072	13765	1	N	08/07/24	39,622.00
Totals for department 260							39,622.00
Department: 301 POLICE - ADMINISTRATION							
Program:							
Account: 100-46499-301		MISC PROFESSIONAL SERV					
4288 JOAN VASQUEZ	2025	081324	14094	1	N	08/13/24	225.00
Account: 100-46620-301		MT BUILDING & GROUNDS					
3326 LAKELAND ELEVATOR CORP	2025	195360	13690	1	N	08/01/24	444.00
Account: 100-46903-301		LAUNDRY SERVICES					
4798 MASTER CLEANERS	2025	PD JULY 2024	14065	1	N	07/01/24	9.00
Account: 100-47015-301		OFFICE SUPPLIES					
14036 ODP BUSINESS SOLUTIONS, LLC	2025	377824012001	14035	1	N	07/31/24	166.31
Account: 100-47120-301		CLOTHING ALLOWANCE					
3086 TOM POYNOR	2025	14095	14095	1	N	08/14/24	165.00
Account: 100-47310-301		AMERITECH CHARGES					
7652 AT & T	2025	847R18043507	13685	1	N	07/28/24	1,774.11
Account: 100-47399-301		MISC COMMUNICATIONS					
14202 AMAZON CAPITAL SERVICES, INC.	2025	169W-RX6R-7LJF	14040	3	N	08/07/24	6.99
14202 AMAZON CAPITAL SERVICES, INC.	2025	1K63-VCXN-3RV9	14040	3	N	08/07/24	17.97
Totals for department 301							2,808.38
Department: 302 POLICE - COMMUNICATIONS							
Program:							
Account: 100-46422-302		LK CTY RADIO NETWORK					
6198 MOTOROLA SOLUTIONS	2025	8590320240701	13680	1	N	08/01/24	2,668.00
Account: 100-46610-302		MT OFFICE EQUIPMENT					
14121 GENERAL COMMUNICATIONS, INC	2025	335424	14090	1	N	08/12/24	365.00
Account: 100-47012-302		COMPUTER SUPPLIES					
8769 MNJ TECHNOLOGIES DIRECT	2025	CINV004061742	14105	1	N	08/05/24	736.00
Totals for department 302							3,769.00

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Department: 303 POLICE - COMMUNITY SERV.							
Program:							
Account: 100-46372-303 PREVENTION EDUCATION MTLs							
2056	2025	8827862	13627	1	N	08/07/24	390.00
2056	2025	8827862	13627	2	N	08/07/24	175.00
10087	2025	DB3696576	13629	1	N	08/02/24	735.00
13040	2025	NNO 2024	13625	1	N	08/07/24	365.00
13040	2025	NNO 2024	13625	2	N	08/07/24	55.00
13040	2025	NNO 2024	13625	3	N	08/07/24	795.00
13040	2025	NNO 2024	13625	4	N	08/07/24	150.00
13040	2025	NNO 2024	13625	5	N	08/07/24	48.45
13040	2025	NNO 2024	13625	6	N	08/07/24	40.00
Account: 100-46903-303 LAUNDRY SERVICES							
4798	2025	PD JULY 2024	14065	2	N	07/01/24	12.80
Totals for department 303							2,766.25
Department: 304 POLICE - INVESTIGATIONS							
Program:							
Account: 100-46999-304 MISC OTHER SERVICES							
2241	2025	07400201	13609	1	N	07/28/24	71.94
6095	2025	850592581	13823	1	N	08/01/24	142.73
Totals for department 304							214.67
Department: 305 POLICE - PATROL							
Program:							
Account: 100-46340-305 CONV/SCHOOLS/MTGS							
1712	2025	26639	14104	1	N	08/15/24	4,700.00
Account: 100-46644-305 MT PATROL VEHICLES							
1756	2025	PD JULY 2024	14083	1	N	07/01/24	32.00
1756	2025	PD JULY 2024	14083	2	N	07/01/24	10.00
Account: 100-46669-305 MT OTHER EQUIPMENT							
14202	2025	169W-RX6R-7LJF	14040	1	N	08/07/24	79.80
14202	2025	1K63-VCXN-3RV9	14040	1	N	08/07/24	20.20
Account: 100-46903-303 LAUNDRY SERVICES							
4798	2025	PD JULY 2024	14065	3	N	07/01/24	89.15
Account: 100-47012-305 COMPUTER SUPPLIES							
8769	2025	CINV004062999	14072	1	N	08/13/24	192.00
Account: 100-47099-305 MISC SUPPLIES							
1665	2025	359364	13924	1	N	08/06/24	425.00
3174	2025	137543	14074	1	N	07/12/24	35.18
Account: 100-47121-305 GUNS AND ACCESSORIES							
5279	2025	INUS270589	14029	1	N	08/06/24	949.00

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5279	2025	INUS270589	14029	2	N	08/06/24	889.46
5279	2025	INUS270589	14029	3	N	08/06/24	402.50
5279	2025	INUS270589	14029	4	N	08/06/24	402.50
5279	2025	INUS270589	14029	5	N	08/06/24	313.00
5279	2025	INUS270589	14029	6	N	08/06/24	664.30
13625	2025	124287	14002	1	N	08/01/24	3,995.00
13625	2025	124287	14002	2	N	08/01/24	5,880.00
Account: 100-47530-305 MT MTLs OTHER EQUIPMENT							
105	2025	84934/6	14098	1	N	08/06/24	57.46
Account: 100-47999-305 OTHER COMMODITIES							
14202	2025	1K63-VCXN-3RV9	14040	2	N	08/07/24	15.65
Totals for department 305							19,152.20
Department: 306 POLICE - RECORDS							
Program:							
Account: 100-47120-306 CLOTHING ALLOWANCE							
11215	2025	CLOTHING REIMB	14091	1	N	08/10/24	94.56
Totals for department 306							94.56
Department: 321 FIRE - ADMINISTRATION							
Program:							
Account: 100-46441-321 PRINTING SERVICES							
2075	2025	INV-53587	0	0	N	08/14/24	85.60
Account: 100-46620-321 MT BUILDING & GROUNDS							
3910	2025	66251991	0	0	N	08/04/24	79.80
3910	2025	66251993	0	0	N	08/04/24	50.70
Account: 100-46669-321 MT OTHER EQUIPMENT							
14314	2025	54143	0	0	N	07/31/24	634.08
Account: 100-46902-321 EMPLOYEES AWARDS							
10840	2025	124501	0	0	N	08/08/24	108.00
Account: 100-46903-321 LAUNDRY SERVICES							
4798	2025	FD - JULY 24	0	0	N	08/05/24	47.20
Account: 100-47015-321 OFFICE SUPPLIES							
8446	2025	PINV2600875	0	0	N	08/07/24	65.97
8446	2025	PINV2603259	0	0	N	08/14/24	7.98
9000	2025	6009127849	0	0	N	08/10/24	79.21
Account: 100-47120-321 CLOTHING ALLOWANCE							
10840	2025	125930	0	0	N	08/08/24	.95
10840	2025	126522	0	0	N	08/08/24	35.00
10840	2025	126538	0	0	N	08/08/24	48.00
10840	2025	126591	0	0	N	08/08/24	79.00
10840	2025	126685	0	0	N	08/08/24	96.20
Account: 100-47140-321 SAFETY SHOES & GLASSES							
247	2025	209875	0	0	N	08/01/24	305.00

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1965	2025	471483	0	0	N	08/07/24	123.25
Totals for department 321							1,845.94
Department: 323 FIRE - FIRE OPERATIONS							
Program:							
Account: 100-46340-323 CONV/SCHOOLS/MTGS							
3678 NIPSTA	2025	75919793	0	0	N	08/05/24	600.00
3678 NIPSTA	2025	75947044	14068	1	N	08/05/24	2,200.00
Account: 100-46669-323 MT OTHER EQUIPMENT							
8926 UL LLC	2025	72020586699	14092	1	N	08/08/24	2,090.00
8926 UL LLC	2025	72020586699	14092	2	N	08/08/24	1,667.50
8926 UL LLC	2025	72020586699	14092	3	N	08/08/24	3.00
Account: 100-47110-323 GLOVES/BOOTS/COATS							
2385 W.S. DARLEY & CO	2025	17526938	0	0	N	08/08/24	1,679.58
2385 W.S. DARLEY & CO	2025	17531799	0	0	N	06/14/24	1,327.00
Account: 100-47351-323 RADIO SERVICING							
105 ACE HARDWARE OF LIBERTYVILLE	2025	84914/6	0	0	N	08/03/24	3.59
6198 MOTOROLA SOLUTIONS	2025	8590220240701	0	0	N	08/01/24	1,996.00
6198 MOTOROLA SOLUTIONS	2025	8590320240701	0	0	N	08/01/24	184.00
Totals for department 323							11,750.67
Department: 325 FIRE - EMERGENCY DISASTER							
Program:							
Account: 100-46371-325 TRAINING SUPPLIES							
7460 4IMPRINT INC.	2025	12845338	0	0	N	08/07/24	320.52
Totals for department 325							320.52
Department: 410 PUBLIC WORKS ADMIN							
Program:							
Account: 100-46410-410 CONSULTING SERVICES							
180 CLARKE ENVIRONMENTAL	2025	001034686	14059	1	N	08/05/24	6,218.94
Totals for department 410							6,218.94
Department: 420 FACILITY MAINTENANCE							
Program:							
Account: 100-47070-420 TOOLS/SUPPLIES							
14202 AMAZON CAPITAL SERVICES, INC.	2025	1DLR-3CC3-6CYK	0	0	N	08/08/24	484.67
Account: 100-47510-420 MT MTLS BLDGS & GROUNDS							

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105	ACE HARDWARE OF LIBERTYVILLE	2025	84909/6	0	0	N	08/02/24	4.11
1385	MGN LOCK-KEY & SAFES INC.	2025	639355	0	0	N	08/07/24	26.25
7946	CIT TRUCKS LLC	2025	112P250183	0	0	N	08/07/24	50.36
Account: 100-47528-420 MT MTLs PICK-UP TRUCK								
4778	NAPA LIBERTYVILLE	2025	946978	0	0	N	07/12/24	6.99
4778	NAPA LIBERTYVILLE	2025	948344	0	0	N	07/23/24	217.28
Totals for department 420								789.66
Department: 430 VEHICLE MAINTENANCE								
Program:								
Account: 100-46642-430 MT AMBULANCES								
739	ERNIE'S WRECKER SVC. INC.	2025	E183421	0	0	N	07/20/24	480.00
Account: 100-46644-430 MT PATROL VEHICLES								
14076	BRAD MANNING FORD INC	2025	FOCS145707	0	0	N	08/07/24	165.00
Account: 100-47070-430 TOOLS/SUPPLIES								
105	ACE HARDWARE OF LIBERTYVILLE	2025	84952/6	0	0	N	08/08/24	22.99
105	ACE HARDWARE OF LIBERTYVILLE	2025	84957/6	0	0	N	08/08/24	26.99
1322	AUTO-WARES-ILLINOIS	2025	437-486143	0	0	N	08/01/24	15.29
4778	NAPA LIBERTYVILLE	2025	948264	0	0	N	07/23/24	9.90
13655	LAWSON PRODUCTS, INC.	2025	9311679045	0	0	N	07/10/24	227.27
13655	LAWSON PRODUCTS, INC.	2025	9311679046	0	0	N	07/10/24	45.76
13655	LAWSON PRODUCTS, INC.	2025	9311724324	0	0	N	07/29/24	122.56
13655	LAWSON PRODUCTS, INC.	2025	9311744168	0	0	N	08/06/24	76.06
Account: 100-47520-430 MT MTLs ADMIN VEHICLES								
105	ACE HARDWARE OF LIBERTYVILLE	2025	84906/6	0	0	N	08/02/24	8.20
Account: 100-47522-430 MT MTLs AMBULANCES								
4778	NAPA LIBERTYVILLE	2025	948423	0	0	N	07/24/24	96.06
6445	LIBERTYVILLE LINCOLN SALES INC	2025	5136511	0	0	N	07/26/24	186.66
14076	BRAD MANNING FORD INC	2025	255446 FOW	0	0	N	07/23/24	43.25
14076	BRAD MANNING FORD INC	2025	255578FOW	0	0	N	07/24/24	89.73
Account: 100-47523-430 MT MTLs FIRE APPARATUS								
1456	MIDWEST HOSE AND FITTINGS INC	2025	235707	0	0	N	07/03/24	52.18
4778	NAPA LIBERTYVILLE	2025	946579	0	0	N	07/09/24	73.09
4778	NAPA LIBERTYVILLE	2025	946601	0	0	N	07/09/24	15.98
4778	NAPA LIBERTYVILLE	2025	946655	0	0	N	07/10/24	44.38
4778	NAPA LIBERTYVILLE	2025	946745	0	0	N	07/10/24	49.50
4778	NAPA LIBERTYVILLE	2025	946870	0	0	N	07/11/24	13.48
4778	NAPA LIBERTYVILLE	2025	950790	0	0	N	08/12/24	68.74
8838	LEGACY FIRE APPARATUS	2025	INV-19359	0	0	N	08/07/24	222.74
Account: 100-47524-430 MT MTLs PATROL VEHICLES								
105	ACE HARDWARE OF LIBERTYVILLE	2025	84921/6	0	0	N	08/05/24	14.16
1160	JAY-R'S STEEL & WELDING INC	2025	19309	0	0	N	08/07/24	260.00
1410	MCMaster CARR SUPPLY CO	2025	31206540	0	0	N	08/05/24	27.27
1410	MCMaster CARR SUPPLY CO	2025	31435275	0	0	N	08/08/24	56.65
3215	GRAINGER	2025	9204513080	0	0	N	08/05/24	10.99
4778	NAPA LIBERTYVILLE	2025	947167	0	0	N	07/15/24	24.10
4778	NAPA LIBERTYVILLE	2025	948973	0	0	N	07/29/24	51.96

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Fund: 100 CORPORATE
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Village of Mundelein, IL
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Number	Vendor Name	Fiscal Year	Invoice Number	PO #	Item	Spc Addr Inv	Invoice Date	Item Value With Freight
4778	NAPA LIBERTYVILLE	2025	949647	0	0	N	08/02/24	236.55
4778	NAPA LIBERTYVILLE	2025	950125	0	0	N	08/06/24	54.74
6445	LIBERTYVILLE LINCOLN SALES INC	2025	5136216	0	0	N	07/10/24	3.36
6445	LIBERTYVILLE LINCOLN SALES INC	2025	5136571	0	0	N	07/30/24	68.00
6445	LIBERTYVILLE LINCOLN SALES INC	2025	5136603	0	0	N	07/31/24	264.73
6445	LIBERTYVILLE LINCOLN SALES INC	2025	5136618	0	0	N	07/31/24	655.80
6445	LIBERTYVILLE LINCOLN SALES INC	2025	5136681	0	0	N	08/02/24	92.51
6445	LIBERTYVILLE LINCOLN SALES INC	2025	5136886	0	0	N	08/12/24	145.63
6445	LIBERTYVILLE LINCOLN SALES INC	2025	5136895	0	0	N	08/12/24	152.73
6445	LIBERTYVILLE LINCOLN SALES INC	2025	5136896	0	0	N	08/12/24	-78.26
14076	BRAD MANNING FORD INC	2025	254379FOW	0	0	N	07/15/24	405.92
14076	BRAD MANNING FORD INC	2025	254491FOW	0	0	N	07/15/24	515.48
14076	BRAD MANNING FORD INC	2025	256643FOW	0	0	N	08/01/24	94.08
14202	AMAZON CAPITAL SERVICES, INC.	2025	11N6-LDTQ-3VNN	0	0	N	08/07/24	6.96
14202	AMAZON CAPITAL SERVICES, INC.	2025	16XN-NRVR-YYDG	0	0	N	08/05/24	139.99
Account: 100-47526-430 MT MTLs DUMP TRUCKS								
1025	HYDRAULIC SERVICES	2025	391873	0	0	N	08/13/24	1,314.68
4778	NAPA LIBERTYVILLE	2025	947082	0	0	N	07/12/24	24.99
11205	RUSH TRUCK CTR- IL	2025	3038135570	0	0	N	07/30/24	359.46
Account: 100-47528-430 MT MTLs PICK-UP TRUCK								
1456	MIDWEST HOSE AND FITTINGS INC	2025	236379	0	0	N	07/30/24	12.02
4778	NAPA LIBERTYVILLE	2025	947067	0	0	N	07/12/24	9.49
4778	NAPA LIBERTYVILLE	2025	947335	0	0	N	07/16/24	10.66
4778	NAPA LIBERTYVILLE	2025	947415	0	0	N	07/16/24	21.32
4778	NAPA LIBERTYVILLE	2025	947626	0	0	N	07/17/24	107.82
4778	NAPA LIBERTYVILLE	2025	947740	0	0	N	07/18/24	-145.23
4778	NAPA LIBERTYVILLE	2025	948513	0	0	N	07/24/24	54.74
4778	NAPA LIBERTYVILLE	2025	948545	0	0	N	07/24/24	31.61
4778	NAPA LIBERTYVILLE	2025	948596	0	0	N	07/25/24	-31.61
4778	NAPA LIBERTYVILLE	2025	948780	0	0	N	07/26/24	39.99
4778	NAPA LIBERTYVILLE	2025	949496	0	0	N	08/01/24	21.33
4778	NAPA LIBERTYVILLE	2025	950469	0	0	N	08/08/24	10.66
6445	LIBERTYVILLE LINCOLN SALES INC	2025	5136258	0	0	N	07/12/24	16.00
6445	LIBERTYVILLE LINCOLN SALES INC	2025	5136264	0	0	N	07/12/24	36.40
6445	LIBERTYVILLE LINCOLN SALES INC	2025	5136432	0	0	N	07/23/24	93.26
14076	BRAD MANNING FORD INC	2025	256137FOW	0	0	N	07/30/24	54.00
Account: 100-47535-430 CONTRACTUAL FIRE PARTS								
4778	NAPA LIBERTYVILLE	2025	946813	0	0	N	07/11/24	187.18
4778	NAPA LIBERTYVILLE	2025	948585	0	0	N	07/25/24	130.41
4778	NAPA LIBERTYVILLE	2025	949606	0	0	N	08/01/24	155.08
4778	NAPA LIBERTYVILLE	2025	949646	0	0	N	08/02/24	73.79
6445	LIBERTYVILLE LINCOLN SALES INC	2025	5136510	0	0	N	07/26/24	57.08
9320	FOSTER COACH SALES, INC	2025	27843	0	0	N	07/31/24	1,217.90
14051	COMMERCIAL TIRE SERVICE, INC	2025	6660023926	0	0	N	08/14/24	1,574.64

Totals for department 430

10,796.83

Department: 441 STREET - MAINTENANCE

Program:

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Number	Fiscal Year	Invoice Number	PO #	Item	Spc Addr Inv	Invoice Date	Item Value With Freight
Account: 100-46670-441		MT ALL STREETS					
2147 HIGH STAR TRAFFIC	2025	1216	13639	1	N	08/07/24	22,463.38
Account: 100-46676-441		MT TREES					
1640 NEDCO LLC	2025	2487	13722	1	N	08/15/24	5,527.00
1640 NEDCO LLC	2025	2487	0	0	N	08/15/24	712.00
Account: 100-46677-441		MT LANDSCAPING					
13340 LANDCARE USA LLC	2025	775078	13705	1	N	08/15/24	16,178.57
Account: 100-47070-441		TOOLS/SUPPLIES					
105 ACE HARDWARE OF LIBERTYVILLE	2025	84908/6	0	0	N	08/02/24	23.16
105 ACE HARDWARE OF LIBERTYVILLE	2025	84919/6	0	0	N	08/05/24	25.19
105 ACE HARDWARE OF LIBERTYVILLE	2025	84989/6	0	0	N	08/12/24	26.95
105 ACE HARDWARE OF LIBERTYVILLE	2025	84992/6	0	0	N	08/12/24	29.36
105 ACE HARDWARE OF LIBERTYVILLE	2025	85016/6	0	0	N	08/14/24	35.94
Account: 100-47420-441		ELECTRIC LIGHT/POWER					
535 COMED	2025	1557812000-0724	0	0	N	07/31/24	41.92
535 COMED	2025	2761523333-0724	0	0	N	08/06/24	39.01
535 COMED	2025	3034202111-0724	0	0	N	07/31/24	54.86
535 COMED	2025	4424842000-0724	0	0	N	07/31/24	234.01
535 COMED	2025	5660532222-0724	0	0	N	08/01/24	5.42
535 COMED	2025	8120233000-0724	0	0	N	07/31/24	54.86
14184 IGS ENERGY	2025	06153HC07H63	0	0	Y	08/16/24	135.73
Account: 100-47430-441		HEATING FUELS					
1670 NORTH SHORE GAS	2025	5134992643	0	0	N	08/12/24	10.45
Account: 100-47543-441		MT MTLS BITUMINOUS PATCH					
1793 PETER BAKER & SON CO.	2025	47366	0	0	N	08/05/24	159.39
1793 PETER BAKER & SON CO.	2025	47522	0	0	N	08/12/24	925.04
Account: 100-47545-441		MT MTLS SIDEWALKS					
1800 VCNA PRAIRIE LLC	2025	891623798	0	0	N	08/06/24	1,695.25
Account: 100-47553-441		MT MTLS FRAMES & COVERS					
1089 MID AMERICAN WATER OF WAUCONDA	2025	272959W	0	0	N	07/30/24	518.00
Totals for department 441							48,895.49
Totals for fund 100							262,703.83 **

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Fund: 271 TRAIN STN PARKING
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Department: 427 BLDG/GRDS - TRAIN PARK							
Program:							
Account: 271-46677-427		MT LANDSCAPING					
13340 LANDCARE USA LLC	2025	775078	13705	1	N	08/15/24	2,250.00
Account: 271-47420-427		ELECTRIC LIGHT/POWER					
14184 IGS ENERGY	2025	06153HC07H63	0	0	Y	08/16/24	368.37
Account: 271-47510-427		MT MTLs BLDGS & GROUNDS					
105 ACE HARDWARE OF LIBERTYVILLE	2025	84925/6	0	0	N	08/05/24	36.67
Totals for department 427							2,655.04
Totals for fund 271							2,655.04 **

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Fund: 291 9-1-1 SURCHARGE
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Fund	Vendor Number	Vendor Name	Fiscal Year	Invoice Number	PO #	Item	Spc Addr Inv	Invoice Date	Item Value With Freight
291	316	316 POLICE (911)							
		Program:							
		Account: 291-46401-316		CORPORATE COUNSEL					
	7985	OTTOSEN DINOLFO	2025	8475	14087	1	N	07/31/24	850.00
Totals for department 316									850.00
Totals for fund 291									850.00 **

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Fund: 294 ARCHER BUSINESS CTR
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Department: 294 FIRE (RDB)							
Program:							
Account: 294-46620-294		MT BUILDING & GROUNDS					
13340 LANDCARE USA LLC	2025	775078	13705	1	N	08/15/24	1,250.00
Account: 294-47420-294		ELECTRIC LIGHT/POWER					
14184 IGS ENERGY	2025	06153HC07H63	0	0	Y	08/16/24	6,456.32
Account: 294-47430-294		HEATING FUELS					
1670 NORTH SHORE GAS	2025	5132753406	0	0	N	08/09/24	407.75
9492 CONSTELLATION NEWENERGY	2025	3804709-2	0	0	N	07/31/24	356.90
14184 IGS ENERGY	2025	433230	0	0	Y	08/16/24	337.61
Totals for department 294							8,808.58
Totals for fund 294							8,808.58 **

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Fund: 500 WATERWORKS & SEWERAGE
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Number	Fiscal Year	Invoice Number	PO #	Item	Spc Addr Inv	Invoice Date	Item Value With Freight
Department: NON DEPARTMENTAL							
Program:							
Account: 500-33210-000		VILLAGE WATER CHARGES					
14108 MUNICIPAL COLL OF AMERICA INC	2025	65495	0	0	N	07/31/24	368.16
Totals for department							368.16
Department: 452 SEWER - UPTOWN							
Program:							
Account: 500-47120-452		CLOTHING ALLOWANCE					
205 CUTLER WORKWEAR	2025	PS-INV036972	0	0	N	08/02/24	198.84
Account: 500-47420-452		ELECTRIC LIGHT/POWER					
14184 IGS ENERGY	2025	06153HC07H63	0	0	Y	08/16/24	1,821.05
Account: 500-47430-452		HEATING FUELS					
10270 NICOR GAS COMPANY	2025	18960060137-07	0	0	N	08/02/24	46.23
10270 NICOR GAS COMPANY	2025	40127416028-07	0	0	N	08/01/24	46.00
10270 NICOR GAS COMPANY	2025	70391475285-07	0	0	N	08/02/24	43.98
Account: 500-47510-452		MT MTLS BLDGS & GROUNDS					
10855 BATTERIES PLUS LLC	2025	P74788928	0	0	N	08/02/24	20.15
Account: 500-47525-452		MT MTLS HEAVY EQUIPMENT					
2784 STANDARD EQUIPMENT CO.	2025	P51445	0	0	N	07/29/24	357.79
11205 RUSH TRUCK CTR- IL	2025	3038294568	0	0	N	08/07/24	786.82
Account: 500-47528-452		MT MTLS PICK-UP TRUCK					
4778 NAPA LIBERTYVILLE	2025	948573	0	0	N	07/25/24	22.99
Account: 500-47530-452		MT MTLS OTHER EQUIPMENT					
1324 LEE JENSEN SALES CO INC	2025	0013677-01	0	0	N	08/13/24	390.00
Account: 500-47570-452		MT MTLS SANITARY SEWERS					
1089 MID AMERICAN WATER OF WAUCONDA	2025	273240W	0	0	N	08/06/24	696.00
1089 MID AMERICAN WATER OF WAUCONDA	2025	273241W	0	0	N	08/06/24	837.44
6335 BURRIS EQUIPMENT CO.	2025	RC1027239-1	0	0	N	08/13/24	191.00
Totals for department 452							5,458.29
Department: 453 SEWER -TREATMENT PLANTS							
Program:							
Account: 500-46620-453		MT BUILDING & GROUNDS					
180 CLARKE ENVIRONMENTAL	2025	001034812	0	0	N	08/15/24	265.00
13340 LANDCARE USA LLC	2025	775078	13705	1	N	08/15/24	2,500.00
Account: 500-47015-453		OFFICE SUPPLIES					
14202 AMAZON CAPITAL SERVICES, INC.	2025	1W7W-GJP1-4LNF	0	0	N	07/31/24	27.08
Account: 500-47030-453		JANITORIAL SUPPLIES					
235 1ST AYD CORPORATION	2025	PSI717769	0	0	N	07/31/24	136.52
Account: 500-47080-453		CHEMICAL SUPPLIES					
9758 BIOTRIAD ENVIRONMENTAL	2025	10155	0	0	N	07/03/24	1,932.47
Account: 500-47120-453		CLOTHING ALLOWANCE					

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205	CUTLER WORKWEAR	2025	PS-INV037296	0	0	N	08/12/24	65.69
Account:	500-47420-453		ELECTRIC LIGHT/POWER					
14184	IGS ENERGY	2025	06153HC07H63	0	0	Y	08/16/24	14,514.45
Account:	500-47430-453		HEATING FUELS					
1670	NORTH SHORE GAS	2025	5126585772	0	0	N	08/06/24	43.08
1670	NORTH SHORE GAS	2025	51287776554	0	0	N	08/07/24	643.25
14184	IGS ENERGY	2025	433230	0	0	Y	08/16/24	308.55
Account:	500-47460-453		SLUDGE HAULING					
7410	DAHME ENTERPRISES INC.	2025	2117	13700	1	N	08/05/24	29,225.00
Account:	500-47510-453		MT MTLs BLDGS & GROUNDS					
2013	EMERGENT SAFETY SUPPLY	2025	1902803134	0	0	N	08/07/24	161.96
8442	MENARD, INC	2025	20452	0	0	N	08/07/24	60.71
8442	MENARD, INC	2025	20460	0	0	N	08/09/24	36.52
10855	BATTERIES PLUS LLC	2025	P75057488	0	0	N	08/12/24	144.95
13200	ADVANCE AUTO PARTS	2025	14663-418638	0	0	N	07/30/24	48.69
Account:	500-47525-453		MT MTLs HEAVY EQUIPMENT					
4778	NAPA LIBERTYVILLE	2025	948699	0	0	N	07/25/24	25.97
Account:	500-47530-453		MT MTLs OTHER EQUIPMENT					
14213	PROLINE MECHANICAL INC	2025	19669	13825	1	N	06/28/24	4,930.00
Account:	500-47542-453		MT MTLs SAND					
7410	DAHME ENTERPRISES INC.	2025	2116	0	0	N	08/05/24	1,192.25
Totals for department 453								56,262.14
Department: 462 WATER - MAINTENANCE								
Program:								
Account:	500-46450-462		CHEMICAL ANALYSIS					
450	CENTRAL LAKE COUNTY	2025	05/01-07/31	0	0	N	08/02/24	90.00
Account:	500-46620-462		MT BUILDING & GROUNDS					
6664	CONVERGINT TECHNOLOGIES	2025	IN00221622	0	0	N	07/26/24	500.00
6664	CONVERGINT TECHNOLOGIES	2025	IN00221633	0	0	N	07/26/24	500.00
6664	CONVERGINT TECHNOLOGIES	2025	IN00221647	0	0	N	07/26/24	500.00
6664	CONVERGINT TECHNOLOGIES	2025	IN00221655	0	0	N	07/26/24	500.00
6664	CONVERGINT TECHNOLOGIES	2025	IN00221660	0	0	N	07/26/24	500.00
6664	CONVERGINT TECHNOLOGIES	2025	IN00221667	0	0	N	07/26/24	500.00
6664	CONVERGINT TECHNOLOGIES	2025	IN00221674	0	0	N	07/26/24	500.00
13340	LANDCARE USA LLC	2025	775078	13705	1	N	08/15/24	2,500.00
Account:	500-46662-462		MT WTR RECEIVING STRUCTR					
450	CENTRAL LAKE COUNTY	2025	2024 0531 SD	0	0	N	08/02/24	138.04
Account:	500-46691-462		MT PUMP STATIONS					
1209	JUDE R. VICKERY	2025	13877	14057	1	N	07/31/24	2,000.00
1209	JUDE R. VICKERY	2025	13878	14056	1	N	07/31/24	2,400.00
Account:	500-47070-462		TOOLS/SUPPLIES					
105	ACE HARDWARE OF LIBERTYVILLE	2025	84928/6	0	0	N	08/05/24	12.58
105	ACE HARDWARE OF LIBERTYVILLE	2025	84999/6	0	0	N	08/13/24	46.18
105	ACE HARDWARE OF LIBERTYVILLE	2025	85001/6	0	0	N	08/13/24	13.19
7135	USABLUBOOK	2025	INV00442887	0	0	N	08/05/24	482.16
Account:	500-47420-462		ELECTRIC LIGHT/POWER					

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14184	IGS ENERGY	2025	06153HC07H63	0	0	Y	08/16/24	11,669.40
Account:	500-47421-462		ELP WTR RECEIVING STRTR					
450	CENTRAL LAKE COUNTY	2025	2024 0531 SD	0	0	N	08/02/24	105.05
Account:	500-47510-462		MT MTLS BLDGS & GROUNDS					
7135	USABLUER00K	2025	INV00441327	0	0	N	08/02/24	62.67
Account:	500-47525-462		MT MTLS HEAVY EQUIPMENT					
4778	NAPA LIBERTYVILLE	2025	947695	0	0	N	07/18/24	431.12
4778	NAPA LIBERTYVILLE	2025	949067	0	0	N	07/29/24	58.49
4778	NAPA LIBERTYVILLE	2025	949875	0	0	N	08/05/24	270.33
4778	NAPA LIBERTYVILLE	2025	949915	0	0	N	08/05/24	83.96
Account:	500-47527-462		MT MTLS UTILITY VANS					
14202	AMAZON CAPITAL SERVICES, INC.	2025	11Y4-J1QW-17MF	0	0	N	08/07/24	176.14
Account:	500-47530-462		MT MTLS OTHER EQUIPMENT					
1324	LEE JENSEN SALES CO INC	2025	0028814-00	0	0	N	07/31/24	185.75
1324	LEE JENSEN SALES CO INC	2025	0028815-00	0	0	N	07/31/24	129.30
1324	LEE JENSEN SALES CO INC	2025	0028890-00	0	0	N	08/07/24	184.00
Account:	500-47544-462		MT MTLS GRAVEL					
2298	VULCAN CONSTR MATLS, LLC	2025	1492687	0	0	N	07/31/24	256.36
Account:	500-47565-462		MT MTLS PUMPING STATIONS					
4778	NAPA LIBERTYVILLE	2025	949860	0	0	N	08/05/24	669.92
4778	NAPA LIBERTYVILLE	2025	950407	0	0	N	08/08/24	123.56
Account:	500-47599-462		MISC MAINT MATERIALS					
7613	MENONI & MOCOgni	2025	0042982-00	0	0	N	08/09/24	960.00
Totals for department 462								26,548.20
Department: 463 WATER - METER READING								
Program:								
Account:	500-47560-463		MT MTLS METERS					
265	BADGER METER, INC.	2025	80167058	0	0	N	07/30/24	451.16
934	CORE & MAIN LP	2025	V370686	0	0	N	08/02/24	187.68
2428	WATER PRODUCTS CO AURORA, INC	2025	0324173	0	0	N	08/08/24	1,125.00
Totals for department 463								1,763.84
Totals for fund 500								90,400.63 **

Vendor Number	Vendor Name	Fiscal Year	Invoice Number	PO #	Item	Spc Add Inv	Invoice Date	Item Value With Freight
Department: 469 MAINTENANCE (JAWA)								
Program:								
Account: 522-47450-469			CLCJAWA WATER CHARGES					
450 CENTRAL LAKE COUNTY		2025	2024 0731 WTR	0	0	N	08/02/24	148,177.89
Totals for department 469								---148,177.89---
Totals for fund 522								---148,177.89-- **

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Fund: 630 ESCROW DEPOSITS
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Number	Fiscal Year	Invoice Number	PO #	Item	Spc Addr Inv	Invoice Date	Item Value With Freight
Department: NON DEPARTMENTAL							
Program:							
Account: 630-27770-000		CONC 2022-001 FLAHERTY					
800 LAKE COUNTY CLERK	2025	2024-00031561	14101	1	N	07/25/24	102.00
Account: 630-27775-000		CONC 2022-006 WIRTZ					
8213 BURKE, WARREN, MACKAY &	2025	364246	14103	1	N	07/31/24	1,092.00
Account: 630-27778-000		CONC 2021-002 MORRIS STATION					
944 PADDOCK PUBLICATIONS INC.	2025	300743	14100	1	N	08/11/24	103.50
Account: 630-27810-000		OLD #1 FIRE ENGINE					
323 BOB STADLMAN	2025	GOLF 081324	0	0	N	08/13/24	11.67
2992 JERRY HEMMERLING	2025	GOLF 081324	0	0	N	08/13/24	23.04
10732 GARY GUNTHER	2025	07282024	0	0	N	08/09/24	43.29
10873 WENDY FRASIER	2025	GOLF 081324	0	0	N	08/13/24	1,234.98
Totals for department							2,610.48
Totals for fund 630							2,610.48 **
apaivckdt2 vjankowski							
08:26 08/22/24							
Fund: 630 ESCROW DEPOSITS							
Village of Mundelein, IL							
Invoice List by Check Date							
Page 19							
Grand totals							730,763.05 ***
							AT&T -1,860.11
							728,902.94
* * * End of Report * * *							

To: Mayor and Board of Trustees

From: Vanna Jankowski, Finance Clerk
Linda Miller, Finance Director

For: Village Board Meeting of August 26, 2024

Subject: Governing Body - AT&T

Financial Impact:

\$1,774.11 - 100-47310-301 - Ameritech Charges
\$86.00 - 100-47310-202 - Ameritech Charges

Attachments:

1. Governing Body-AT&T

Background:

The Village's Bill Approval policy requires bill approval at each board meeting. Board approval is respectfully requested. The attachment was pulled from the Governing Body Report, so the item or items could be voted upon separately.

Recommendation:

Motion to approve the payment of bills, as indicated on the report dated 08/26/24.

DATE	VENDOR	AMOUNT
08/26/24	AT&T	\$1,774.11
08/26/24	AT&T LONG DISTANCE	\$86.00



GOVERNING BODY

DISBURSEMENTS REPORT – AT&T

August 26, 2024

To: Mayor and Board of Trustees

From: Adam Boeche, Director of Public Works and Engineering

For: Village Board Meeting of August 26, 2024

Subject: Hammond Street Parking Improvement Project

Financial Impact:

\$424,946.25 - 260-48740-436 - Streets

Attachments:

1. Bid Recommendation Packet

Background:

The Village received a total of eight bids for the Hammond Street Parking Improvement project. The bids, ranging in price between \$424,946.25 and \$586,160.25 were publicly opened and read aloud on August 20, 2024. A Lamp Concrete Contractors, Inc. submitted the lowest responsive bid in the amount of \$424,946.25.00.

Recommendation:

Motion to accept all submitted bids and to award a contract and approve purchase order number 14117 to A Lamp Concrete Contractors in the amount of \$424,946.25 subject to receipt of required bonding and insurance for the Hammond Street Parking Improvements project and authorize the Director of Public Works and Engineering to sign said contract.



CHRISTOPHER B. BURKE ENGINEERING, LTD.

9575 West Higgins Road Suite 600 Rosemont, Illinois 60018 TEL (847) 823-0500 FAX (847) 823-0520

August 20, 2024

Village of Mundelein
801 Allanson Road
Mundelein, IL 60060

Attention: Adam Boeche, PE, CFM – Director of Public Works and Engineering

Subject: RBI Street Parking on Hammond Street
Bid Results
(IDOT Section No. 24-00112-00-RS)
(CBBEL Project No. 23-0171)

Dear Mr. Boeche,

On Tuesday, August 20, 2024 at 10:00 a.m. bids were received and opened for the aforementioned project. Eight (8) bids were received and have been summarized below.

<u>COMPANY</u>	<u>BASE BID (AS-READ)</u>	<u>BASE BID (AS-CORRECTED)</u>
Engineer's Estimate	\$ 547,500.00	-
ALamp Concrete Contractors	\$ 424,946.25	-
Schroeder Asphalt Services	\$ 471,453.75	-
Campanella & Sons	\$ 484,177.00	-
Chicagoland Paving Contractors	\$ 495,000.00	-
Everlast Blacktop, Inc.	\$ 510,030.00	\$ 509,430.00
Alliance Contractors	\$ 541,908.12	-
Martam Construction	\$ 554,253.50	-
Lake County Grading	\$ 586,160.25	-

ALamp Concrete Contractors is the low responsive bidder with a bid amount of \$424,946.25. ALamp Concrete Contractors has completed satisfactory work for the Village in the past and CBBEL believes their bid to be in order. Therefore, our office recommends accepting ALamp Concrete Contractors' Bid in the amount of \$424,946.25. Attached please find a copy of the bid tabulation for your review and files.

If you have any further questions, please do not hesitate to contact me at (847) 823-0500.

Sincerely,

A handwritten signature in blue ink, appearing to read "John LaPaglia". The signature is fluid and cursive, with a large initial "J" and "L".

John LaPaglia, PE
Project Manager, Civil Design Department

cc: Alex Househ – IDOT (w/ enclosed)
Gerardo Fierro – IDOT (w/ enclosed)

Christopher B. Burke Engineering, Ltd.
9575 West Higgins Road, Suite 600
Rosemont, Illinois 60018
(CBBEL Project No. 23-0171)

VILLAGE OF MUNDELEIN
RBI STREET PARKING ON HAMMOND STREET
(IDOT SECTION NO. 24-00112-00-RS)

BID TAB

DATE: August 20, 2024

				Engineer's Estimate		A Lamp Concrete Contractors, Inc.		Schroeder Asphalt Services, Inc.		Campanella & Sons, Inc.		Chicagoland Paving Contractors Inc.	
CODE	ITEMS	UNIT	QUANTITY	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST
*20101200	TREE ROOT PRUNING	EACH	3	\$250.00	\$750.00	\$50.00	\$150.00	\$445.00	\$1,335.00	\$400.00	\$1,200.00	\$500.00	\$1,500.00
20200100	EARTH EXCAVATION	CU YD	300	\$60.00	\$18,000.00	\$34.00	\$10,200.00	\$38.00	\$11,400.00	\$83.00	\$24,900.00	\$45.00	\$13,500.00
20201200	REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL	CU YD	25	\$75.00	\$1,875.00	\$30.00	\$750.00	\$45.00	\$1,125.00	\$83.00	\$2,075.00	\$20.00	\$500.00
*20800150	TRENCH BACKFILL, SPECIAL	CU YD	175	\$60.00	\$10,500.00	\$1.00	\$175.00	\$26.00	\$4,550.00	\$90.00	\$15,750.00	\$73.00	\$12,775.00
20101700	SUPPLEMENTAL WATERING	UNIT	40	\$100.00	\$4,000.00	\$1.00	\$40.00	\$40.00	\$1,600.00	\$50.00	\$2,000.00	\$0.01	\$0.40
21001000	GEOTECHNICAL FABRIC FOR GROUND STABILIZATION	SQ YD	75	\$7.50	\$562.50	\$3.00	\$225.00	\$5.00	\$375.00	\$3.50	\$262.50	\$1.00	\$75.00
21101625	TOPSOIL FURNISH AND PLACE, 4"	SQ YD	725	\$7.50	\$5,437.50	\$7.50	\$5,437.50	\$15.00	\$10,875.00	\$5.50	\$3,987.50	\$5.00	\$3,625.00
21301048	EXPLORATION TRENCH 48" DEPTH	FOOT	20	\$50.00	\$1,000.00	\$1.00	\$20.00	\$75.00	\$1,500.00	\$75.00	\$1,500.00	\$50.00	\$1,000.00
25000110	SEEDING, CLASS 1A	SQ YD	725	\$3.50	\$2,537.50	\$3.00	\$2,175.00	\$2.00	\$1,450.00	\$1.25	\$906.25	\$2.00	\$1,450.00
25000400	NITROGEN FERTILIZER NUTRIENT	POUND	20	\$25.00	\$500.00	\$1.00	\$20.00	\$3.30	\$66.00	\$2.00	\$40.00	\$2.00	\$40.00
25000500	PHOSPHORUS FERTILIZER NUTRIENT	POUND	20	\$25.00	\$500.00	\$1.00	\$20.00	\$3.30	\$66.00	\$2.00	\$40.00	\$2.00	\$40.00
25000600	POTASSIUM FERTILIZER NUTRIENT	POUND	20	\$25.00	\$500.00	\$1.00	\$20.00	\$3.30	\$66.00	\$2.00	\$40.00	\$2.00	\$40.00
25100630	EROSION CONTROL BLANKET	SQ YD	725	\$3.00	\$2,175.00	\$6.75	\$4,893.75	\$2.25	\$1,631.25	\$1.25	\$906.25	\$3.00	\$2,175.00
28000400	PERIMETER EROSION BARRIER	FOOT	750	\$5.00	\$3,750.00	\$1.00	\$750.00	\$4.40	\$3,300.00	\$4.00	\$3,000.00	\$3.00	\$2,250.00
*28000510	INLET FILTERS	EACH	22	\$200.00	\$4,400.00	\$15.00	\$330.00	\$215.00	\$4,730.00	\$250.00	\$5,500.00	\$250.00	\$5,500.00
*30300001	AGGREGATE SUBGRADE IMPROVEMENT	CU YD	25	\$75.00	\$1,875.00	\$50.00	\$1,250.00	\$80.00	\$2,000.00	\$110.00	\$2,750.00	\$20.00	\$500.00
35102400	AGGREGATE BASE COURSE, TYPE B 12"	SQ YD	450	\$40.00	\$18,000.00	\$28.00	\$12,600.00	\$22.00	\$9,900.00	\$40.00	\$18,000.00	\$20.00	\$9,000.00
40300200	BITUMINOUS MATERIALS (PRIME COAT)	POUND	1,500	\$1.00	\$1,500.00	\$0.01	\$15.00	\$0.01	\$15.00	\$1.00	\$1,500.00	\$0.01	\$15.00
40603200	POLYMERIZED HOT-MIX ASPHALT BINDER COURSE, IL-4.75, N50	TON	75	\$200.00	\$15,000.00	\$145.00	\$10,875.00	\$165.00	\$12,375.00	\$190.00	\$14,250.00	\$125.00	\$9,375.00
40603080	HOT-MIX ASPHALT BINDER COURSE, IL-19.0, N50	TON	75	\$200.00	\$15,000.00	\$114.00	\$8,550.00	\$150.00	\$11,250.00	\$231.00	\$17,325.00	\$100.00	\$7,500.00
40604060	HOT-MIX ASPHALT SURFACE COURSE, IL-9.5, MIX "D", N50	TON	180	\$175.00	\$31,500.00	\$102.00	\$18,360.00	\$135.00	\$24,300.00	\$184.00	\$33,120.00	\$125.00	\$22,500.00
*42400200	PORTLAND CEMENT CONCRETE SIDEWALK 5 INCH (SPECIAL)	SQ FT	3,300	\$15.00	\$49,500.00	\$8.30	\$27,390.00	\$10.00	\$33,000.00	\$11.40	\$37,620.00	\$17.25	\$56,925.00
*42400800	DETECTABLE WARNINGS	SQ FT	40	\$45.00	\$1,800.00	\$25.00	\$1,000.00	\$38.00	\$1,520.00	\$37.00	\$1,480.00	\$88.50	\$3,540.00
*44000157	HOT-MIX ASPHALT SURFACE REMOVAL, 2"	SQ YD	1,550	\$7.50	\$11,625.00	\$6.75	\$10,462.50	\$8.00	\$12,400.00	\$6.00	\$9,300.00	\$5.00	\$7,750.00
44000200	DRIVEWAY PAVEMENT REMOVAL	SQ YD	100	\$20.00	\$2,000.00	\$18.25	\$1,825.00	\$20.00	\$2,000.00	\$15.00	\$1,500.00	\$15.00	\$1,500.00
44000500	COMBINATION CURB AND GUTTER REMOVAL	FOOT	350	\$12.50	\$4,375.00	\$7.35	\$2,572.50	\$11.00	\$3,850.00	\$6.00	\$2,100.00	\$7.50	\$2,625.00
44000600	SIDEWALK REMOVAL	SQ FT	2,500	\$2.00	\$5,000.00	\$1.50	\$3,750.00	\$2.75	\$6,875.00	\$1.20	\$3,000.00	\$1.50	\$3,750.00
*44201761	CLASS D PATCHES, TYPE I, 10" (SPECIAL)	SQ YD	25	\$125.00	\$3,125.00	\$60.00	\$1,500.00	\$115.00	\$2,875.00	\$73.50	\$1,837.50	\$55.00	\$1,375.00
*44201765	CLASS D PATCHES, TYPE II, 10" (SPECIAL)	SQ YD	150	\$125.00	\$18,750.00	\$40.00	\$6,000.00	\$110.00	\$16,500.00	\$69.00	\$10,350.00	\$55.00	\$8,250.00
*44201769	CLASS D PATCHES, TYPE III, 10" (SPECIAL)	SQ YD	25	\$125.00	\$3,125.00	\$35.00	\$875.00	\$108.00	\$2,700.00	\$73.50	\$1,837.50	\$55.00	\$1,375.00
*44201771	CLASS D PATCHES, TYPE IV, 10" (SPECIAL)	SQ YD	150	\$125.00	\$18,750.00	\$30.00	\$4,500.00	\$100.00	\$15,000.00	\$62.25	\$9,337.50	\$55.00	\$8,250.00

Christopher B. Burke Engineering, Ltd.
9575 West Higgins Road, Suite 600
Rosemont, Illinois 60018
(CBBEL Project No. 23-0171)

VILLAGE OF MUNDELEIN
RBI STREET PARKING ON HAMMOND STREET
(IDOT SECTION NO. 24-00112-00-RS)

BID TAB

DATE: August 20, 2024

				Everlast Blacktop, Inc.		Alliance Contractors, Inc.		Martam Construction, Inc.		Lake County Grading Company, LLC	
CODE	ITEMS	UNIT	QUANTITY	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST
*20101200	TREE ROOT PRUNING	EACH	3	\$200.00	\$600.00	\$100.00	\$300.00	\$600.00	\$1,800.00	\$500.00	\$1,500.00
20200100	EARTH EXCAVATION	CU YD	300	\$46.00	\$13,800.00	\$10.00	\$3,000.00	\$73.00	\$21,900.00	\$25.00	\$7,500.00
20201200	REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL	CU YD	25	\$68.00	\$1,700.00	\$10.00	\$250.00	\$73.00	\$1,825.00	\$65.00	\$1,625.00
*20800150	TRENCH BACKFILL, SPECIAL	CU YD	175	\$68.00	\$11,900.00	\$50.00	\$8,750.00	\$68.00	\$11,900.00	\$0.01	\$1.75
20101700	SUPPLEMENTAL WATERING	UNIT	40	\$10.00	\$400.00	\$1.00	\$40.00	\$0.10	\$4.00	\$0.10	\$4.00
21001000	GEOTECHNICAL FABRIC FOR GROUND STABILIZATION	SQ YD	75	\$2.00	\$150.00	\$1.00	\$75.00	\$16.00	\$1,200.00	\$2.00	\$150.00
21101625	TOPSOIL FURNISH AND PLACE, 4"	SQ YD	725	\$7.00	\$5,075.00	\$6.00	\$4,350.00	\$1.00	\$725.00	\$0.10	\$72.50
21301048	EXPLORATION TRENCH 48" DEPTH	FOOT	20	\$30.00	\$600.00	\$20.00	\$400.00	\$76.00	\$1,520.00	\$70.00	\$1,400.00
25000110	SEEDING, CLASS 1A	SQ YD	725	\$2.00	\$1,450.00	\$1.00	\$725.00	\$7.50	\$5,437.50	\$6.50	\$4,712.50
25000400	NITROGEN FERTILIZER NUTRIENT	POUND	20	\$1.00	\$20.00	\$3.00	\$60.00	\$1.00	\$20.00	\$1.00	\$20.00
25000500	PHOSPHORUS FERTILIZER NUTRIENT	POUND	20	\$1.00	\$20.00	\$3.00	\$60.00	\$1.00	\$20.00	\$1.00	\$20.00
25000600	POTASSIUM FERTILIZER NUTRIENT	POUND	20	\$1.00	\$20.00	\$3.00	\$60.00	\$1.00	\$20.00	\$1.00	\$20.00
25100630	EROSION CONTROL BLANKET	SQ YD	725	\$2.00	\$1,450.00	\$1.20	\$870.00	\$11.50	\$8,337.50	\$10.00	\$7,250.00
28000400	PERIMETER EROSION BARRIER	FOOT	750	\$2.00	\$1,500.00	\$3.60	\$2,700.00	\$6.00	\$4,500.00	\$5.00	\$3,750.00
*28000510	INLET FILTERS	EACH	22	\$50.00	\$1,100.00	\$25.00	\$550.00	\$280.00	\$6,160.00	\$225.00	\$4,950.00
*30300001	AGGREGATE SUBGRADE IMPROVEMENT	CU YD	25	\$68.00	\$1,700.00	\$68.00	\$1,700.00	\$66.00	\$1,650.00	\$75.00	\$1,875.00
35102400	AGGREGATE BASE COURSE, TYPE B 12"	SQ YD	450	\$14.00	\$6,300.00	\$35.00	\$15,750.00	\$26.00	\$11,700.00	\$50.00	\$22,500.00
40300200	BITUMINOUS MATERIALS (PRIME COAT)	POUND	1,500	\$1.00	\$1,500.00	\$1.00	\$1,500.00	\$1.10	\$1,650.00	\$1.00	\$1,500.00
40603200	POLYMERIZED HOT-MIX ASPHALT BINDER COURSE, IL-4.75, N50	TON	75	\$145.00	\$10,875.00	\$190.00	\$14,250.00	\$225.00	\$16,875.00	\$190.00	\$14,250.00
40603080	HOT-MIX ASPHALT BINDER COURSE, IL-19.0, N50	TON	75	\$145.00	\$10,875.00	\$231.00	\$17,325.00	\$265.00	\$19,875.00	\$231.00	\$17,325.00
40604060	HOT-MIX ASPHALT SURFACE COURSE, IL-9.5, MIX "D", N50	TON	180	\$160.00	\$28,800.00	\$184.00	\$33,120.00	\$211.00	\$37,980.00	\$184.00	\$33,120.00
*42400200	PORTLAND CEMENT CONCRETE SIDEWALK 5 INCH (SPECIAL)	SQ FT	3,300	\$13.00	\$42,900.00	\$15.45	\$50,985.00	\$14.00	\$46,200.00	\$10.00	\$33,000.00
*42400800	DETECTABLE WARNINGS	SQ FT	40	\$55.00	\$2,200.00	\$30.00	\$1,200.00	\$47.00	\$1,880.00	\$30.00	\$1,200.00
*44000157	HOT-MIX ASPHALT SURFACE REMOVAL, 2"	SQ YD	1,550	\$7.00	\$10,850.00	\$6.00	\$9,300.00	\$7.00	\$10,850.00	\$6.00	\$9,300.00
44000200	DRIVEWAY PAVEMENT REMOVAL	SQ YD	100	\$11.00	\$1,100.00	\$40.00	\$4,000.00	\$22.00	\$2,200.00	\$25.00	\$2,500.00
44000500	COMBINATION CURB AND GUTTER REMOVAL	FOOT	350	\$7.00	\$2,450.00	\$30.00	\$10,500.00	\$14.00	\$4,900.00	\$25.00	\$8,750.00
44000600	SIDEWALK REMOVAL	SQ FT	2,500	\$2.00	\$5,000.00	\$4.50	\$11,250.00	\$1.50	\$3,750.00	\$3.00	\$7,500.00
*44201761	CLASS D PATCHES, TYPE I, 10" (SPECIAL)	SQ YD	25	\$80.00	\$2,000.00	\$60.00	\$1,500.00	\$121.00	\$3,025.00	\$60.00	\$1,500.00
*44201765	CLASS D PATCHES, TYPE II, 10" (SPECIAL)	SQ YD	150	\$72.00	\$10,800.00	\$60.00	\$9,000.00	\$106.00	\$15,900.00	\$60.00	\$9,000.00
*44201769	CLASS D PATCHES, TYPE III, 10" (SPECIAL)	SQ YD	25	\$96.00	\$2,400.00	\$60.00	\$1,500.00	\$98.00	\$2,450.00	\$60.00	\$1,500.00
*44201771	CLASS D PATCHES, TYPE IV, 10" (SPECIAL)	SQ YD	150	\$90.00	\$13,500.00	\$60.00	\$9,000.00	\$98.00	\$14,700.00	\$60.00	\$9,000.00

Christopher B. Burke Engineering, Ltd.
9575 West Higgins Road, Suite 600
Rosemont, Illinois 60018
(CBBEL Project No. 23-0171)

VILLAGE OF MUNDELEIN
NORTH STREET PARKING ON HAMMOND STREET
(IDOT SECTION NO. 24-00112-00-RS)

BID TAB

DATE: August 20, 2024

DATE: August 20, 2024				Engineer's Estimate		A Lamp Concrete Contractors, Inc.		Schroeder Asphalt Services, Inc.		Campanella & Sons, Inc.		Chicagoland Paving Contractors Inc.	
CODE	ITEMS	UNIT	QUANTITY	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST
*60203805	CATCH BASINS, TYPE A, 5'-DIAMETER, TYPE 1 FRAME OPEN LID	EACH	1	\$7,500.00	\$7,500.00	\$6,325.00	\$6,325.00	\$6,400.00	\$6,400.00	\$7,950.00	\$7,950.00	\$7,500.00	\$7,500.00
*60206905	CATCH BASINS, TYPE C, TYPE 1 FRAME OPEN LID	EACH	2	\$2,750.00	\$5,500.00	\$2,600.00	\$5,200.00	\$3,650.00	\$7,300.00	\$3,000.00	\$6,000.00	\$2,860.00	\$5,720.00
*60207605	CATCH BASINS, TYPE C, TYPE 8 GRATE	EACH	1	\$2,500.00	\$2,500.00	\$2,450.00	\$2,450.00	\$3,400.00	\$3,400.00	\$3,000.00	\$3,000.00	\$2,750.00	\$2,750.00
*60218300	MANHOLES, TYPE A, 4'-DIAMETER, TYPE 1 FRAME, OPEN LID	EACH	3	\$4,750.00	\$14,250.00	\$4,300.00	\$12,900.00	\$5,175.00	\$15,525.00	\$4,700.00	\$14,100.00	\$5,375.00	\$16,125.00
*60221000	MANHOLES, TYPE A, 5'-DIAMETER, TYPE 1 FRAME, OPEN LID	EACH	1	\$7,500.00	\$7,500.00	\$5,375.00	\$5,375.00	\$5,600.00	\$5,600.00	\$7,500.00	\$7,500.00	\$6,950.00	\$6,950.00
*60234200	INLETS, TYPE A,TYPE 1 FRAME OPEN LID	EACH	6	\$2,250.00	\$13,500.00	\$2,600.00	\$15,600.00	\$2,350.00	\$14,100.00	\$2,300.00	\$13,800.00	\$2,775.00	\$16,650.00
*60236200	INLETS, TYPE A, TYPE 8 GRATE	EACH	1	\$2,000.00	\$2,000.00	\$2,450.00	\$2,450.00	\$2,325.00	\$2,325.00	\$2,100.00	\$2,100.00	\$2,650.00	\$2,650.00
*60603500	COMBINATION CONCRETE CURB AND GUTTER, TYPE B-4.12	FOOT	1,050	\$55.00	\$57,750.00	\$32.25	\$33,862.50	\$40.00	\$42,000.00	\$47.00	\$49,350.00	\$63.50	\$66,675.00
*60603500	COMBINATION CONCRETE CURB AND GUTTER REMOVAL AND REPLACEMENT	FOOT	300	\$75.00	\$22,500.00	\$45.50	\$13,650.00	\$50.00	\$15,000.00	\$47.00	\$14,100.00	\$73.50	\$22,050.00
*70100100	TRAFFIC CONTROL AND PROTECTION (SPECIAL)	L. SUM	1	\$30,000.00	\$30,000.00	\$85,000.00	\$85,000.00	\$10,000.00	\$10,000.00	\$10,800.00	\$10,800.00	\$34,220.60	\$34,220.60
72400500	RELOCATE SIGN PANEL ASSEMBLY - TYPE A	EACH	1	\$275.00	\$275.00	\$350.00	\$350.00	\$400.00	\$400.00	\$275.00	\$275.00	\$250.00	\$250.00
78000100	THERMOPLASTIC PAVEMENT MARKING - LETTERS AND SYMBOLS	SQ FT	4	\$50.00	\$200.00	\$35.00	\$140.00	\$12.00	\$48.00	\$48.00	\$192.00	\$50.00	\$200.00
78000200	THERMOPLASTIC PAVEMENT MARKING - LINE 4"	FOOT	750	\$5.00	\$3,750.00	\$2.25	\$1,687.50	\$2.75	\$2,062.50	\$8.00	\$6,000.00	\$2.15	\$1,612.50
78000400	THERMOPLASTIC PAVEMENT MARKING - LINE 6"	FOOT	55	\$7.50	\$412.50	\$5.00	\$275.00	\$5.00	\$275.00	\$12.00	\$660.00	\$25.00	\$1,375.00
78000650	THERMOPLASTIC PAVEMENT MARKING - LINE 24"	FOOT	15	\$50.00	\$750.00	\$10.00	\$150.00	\$17.00	\$255.00	\$48.00	\$720.00	\$50.00	\$750.00
81028740	UNDERGROUND CONDUIT, COILABLE NONMETALLIC, 1 1/2" DIA.	FOOT	210	\$40.00	\$8,400.00	\$27.00	\$5,670.00	\$42.57	\$8,939.70	\$38.70	\$8,127.00	\$41.25	\$8,662.50
81400100	HANDHOLE	EACH	1	\$2,500.00	\$2,500.00	\$4,275.00	\$4,275.00	\$6,396.50	\$6,396.50	\$5,815.00	\$5,815.00	\$6,175.00	\$6,175.00
81702120	ELECTRIC CABLE IN CONDUIT, 600V (XLP-TYPE USE) 1/C NO. 8	FOOT	690	\$7.50	\$5,175.00	\$6.50	\$4,485.00	\$5.72	\$3,946.80	\$5.20	\$3,588.00	\$5.60	\$3,864.00
84200500	REMOVAL OF LIGHTING UNIT, SALVAGE	EACH	2	\$1,750.00	\$3,500.00	\$1,275.00	\$2,550.00	\$4,752.00	\$9,504.00	\$4,320.00	\$8,640.00	\$4,600.00	\$9,200.00
84200804	REMOVAL OF POLE FOUNDATION	EACH	2	\$1,000.00	\$2,000.00	\$535.00	\$1,070.00	\$1,584.00	\$3,168.00	\$1,440.00	\$2,880.00	\$1,550.00	\$3,100.00
*Z0013798	CONSTRUCTION LAYOUT	L. SUM	1	\$10,000.00	\$10,000.00	\$7,400.00	\$7,400.00	\$14,000.00	\$14,000.00	\$4,500.00	\$4,500.00	\$5,000.00	\$5,000.00
*X0323927	MAINTENANCE OF LIGHTING SYSTEM	CAL MO	2	\$3,500.00	\$7,000.00	\$1,675.00	\$3,350.00	\$4,752.00	\$9,504.00	\$4,320.00	\$8,640.00	\$4,600.00	\$9,200.00
*X0326862	STRUCTURES TO BE ADJUSTED	EACH	7	\$1,000.00	\$7,000.00	\$800.00	\$5,600.00	\$600.00	\$4,200.00	\$1,200.00	\$8,400.00	\$560.00	\$3,920.00
*Z0004522	HOT-MIX ASPHALT DRIVEWAY PAVEMENT, 8"	SQ YD	100	\$80.00	\$8,000.00	\$37.00	\$3,700.00	\$76.00	\$7,600.00	\$35.00	\$3,500.00	\$30.00	\$3,000.00
*Z0056644	STORM SEWERS, TYPE 1, WATER MAIN QUALITY PIPE, 8" (DUCTILE IRON)	FOOT	75	\$150.00	\$11,250.00	\$139.00	\$10,425.00	\$185.00	\$13,875.00	\$132.00	\$9,900.00	\$136.00	\$10,200.00
*Z0056648	STORM SEWERS, TYPE 1, WATER MAIN QUALITY PIPE, 12" (DUCTILE IRON)	FOOT	325	\$175.00	\$56,875.00	\$167.00	\$54,275.00	\$200.00	\$65,000.00	\$173.00	\$56,225.00	\$180.00	\$58,500.00

*INDICATES SPECIAL PROVISION

AS READ
CORRECTED

Christopher B. Burke Engineering, Ltd.
9575 West Higgins Road, Suite 600
Rosemont, Illinois 60018
(CBBEL Project No. 23-0171)

VILLAGE OF MUNDELEIN
RBI STREET PARKING ON HAMMOND STREET
(IDOT SECTION NO. 24-00112-00-RS)

BID TAB

DATE: August 20, 2024

				Everlast Blacktop, Inc.		Alliance Contractors, Inc.		Martam Construction, Inc.		Lake County Grading Company, LLC	
CODE	ITEMS	UNIT	QUANTITY	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST
*60203805	CATCH BASINS, TYPE A, 5'-DIAMETER, TYPE 1 FRAME OPEN LID	EACH	1	\$4,950.00	\$4,950.00	\$8,600.00	\$8,600.00	\$7,230.00	\$7,230.00	\$8,000.00	\$8,000.00
*60206905	CATCH BASINS, TYPE C, TYPE 1 FRAME OPEN LID	EACH	2	\$4,100.00	\$8,200.00	\$5,700.00	\$11,400.00	\$2,380.00	\$4,760.00	\$3,000.00	\$6,000.00
*60207605	CATCH BASINS, TYPE C, TYPE 8 GRATE	EACH	1	\$4,100.00	\$4,100.00	\$4,450.00	\$4,450.00	\$2,280.00	\$2,280.00	\$3,500.00	\$3,500.00
*60218300	MANHOLES, TYPE A, 4'-DIAMETER, TYPE 1 FRAME, OPEN LID	EACH	3	\$4,200.00	\$12,600.00	\$7,200.00	\$21,600.00	\$5,230.00	\$15,690.00	\$3,700.00	\$11,100.00
*60221000	MANHOLES, TYPE A, 5'-DIAMETER, TYPE 1 FRAME, OPEN LID	EACH	1	\$4,950.00	\$4,950.00	\$8,400.00	\$8,400.00	\$6,640.00	\$6,640.00	\$4,500.00	\$4,500.00
*60234200	INLETS, TYPE A,TYPE 1 FRAME OPEN LID	EACH	6	\$2,950.00	\$17,700.00	\$4,800.00	\$28,800.00	\$1,980.00	\$11,880.00	\$2,800.00	\$16,800.00
*60236200	INLETS, TYPE A, TYPE 8 GRATE	EACH	1	\$2,950.00	\$2,950.00	\$4,150.00	\$4,150.00	\$1,880.00	\$1,880.00	\$2,700.00	\$2,700.00
*60603500	COMBINATION CONCRETE CURB AND GUTTER, TYPE B-4.12	FOOT	1,050	\$42.00	\$44,100.00	\$58.80	\$61,740.00	\$38.00	\$39,900.00	\$41.25	\$43,312.50
*60603500	COMBINATION CONCRETE CURB AND GUTTER REMOVAL AND REPLACEMENT	FOOT	300	\$50.00	\$15,000.00	\$88.80	\$26,640.00	\$49.00	\$14,700.00	\$64.34	\$19,302.00
*70100100	TRAFFIC CONTROL AND PROTECTION (SPECIAL)	L. SUM	1	\$67,000.00	\$67,000.00	\$24,100.00	\$24,100.00	\$35,000.00	\$35,000.00	\$4,800.00	\$4,800.00
72400500	RELOCATE SIGN PANEL ASSEMBLY - TYPE A	EACH	1	\$400.00	\$400.00	\$500.00	\$500.00	\$350.00	\$350.00	\$275.00	\$275.00
78000100	THERMOPLASTIC PAVEMENT MARKING - LETTERS AND SYMBOLS	SQ FT	4	\$40.00	\$160.00	\$100.00	\$400.00	\$58.00	\$232.00	\$40.00	\$160.00
78000200	THERMOPLASTIC PAVEMENT MARKING - LINE 4"	FOOT	750	\$3.00	\$2,250.00	\$5.50	\$4,125.00	\$9.00	\$6,750.00	\$5.00	\$3,750.00
78000400	THERMOPLASTIC PAVEMENT MARKING - LINE 6"	FOOT	55	\$26.00	\$1,430.00	\$8.25	\$453.75	\$13.50	\$742.50	\$10.00	\$550.00
78000650	THERMOPLASTIC PAVEMENT MARKING - LINE 24"	FOOT	15	\$38.00	\$570.00	\$50.00	\$750.00	\$55.00	\$825.00	\$20.00	\$300.00
81028740	UNDERGROUND CONDUIT, COILABLE NONMETALLIC, 1 1/2" DIA.	FOOT	210	\$42.00	\$8,820.00	\$23.39	\$4,911.90	\$44.00	\$9,240.00	\$38.70	\$8,127.00
81400100	HANDHOLE	EACH	1	\$7,000.00	\$7,000.00	\$3,746.21	\$3,746.21	\$6,800.00	\$6,800.00	\$5,815.00	\$5,815.00
81702120	ELECTRIC CABLE IN CONDUIT, 600V (XLP-TYPE USE) 1/C NO. 8	FOOT	690	\$6.00	\$4,140.00	\$5.54	\$3,822.60	\$6.00	\$4,140.00	\$5.20	\$3,588.00
84200500	REMOVAL OF LIGHTING UNIT, SALVAGE	EACH	2	\$4,800.00	\$9,600.00	\$1,085.92	\$2,171.84	\$5,000.00	\$10,000.00	\$4,320.00	\$8,640.00
84200804	REMOVAL OF POLE FOUNDATION	EACH	2	\$1,600.00	\$3,200.00	\$1,115.92	\$2,231.84	\$1,750.00	\$3,500.00	\$1,440.00	\$2,880.00
*Z0013798	CONSTRUCTION LAYOUT	L. SUM	1	\$7,900.00	\$7,900.00	\$12,400.00	\$12,400.00	\$16,500.00	\$16,500.00	\$138,000.00	\$138,000.00
*X0323927	MAINTENANCE OF LIGHTING SYSTEM	CAL MO	2	\$4,800.00	\$9,600.00	\$1,468.74	\$2,937.48	\$5,000.00	\$10,000.00	\$4,320.00	\$8,640.00
*X0326862	STRUCTURES TO BE ADJUSTED	EACH	7	\$600.00	\$4,200.00	\$250.00	\$1,750.00	\$780.00	\$5,460.00	\$2,000.00	\$14,000.00
*Z0004522	HOT-MIX ASPHALT DRIVEWAY PAVEMENT, 8"	SQ YD	100	\$72.00	\$7,200.00	\$35.00	\$3,500.00	\$58.00	\$5,800.00	\$65.00	\$6,500.00
*Z0056644	STORM SEWERS, TYPE 1, WATER MAIN QUALITY PIPE, 8" (DUCTILE IRON)	FOOT	75	\$201.00	\$15,075.00	\$181.80	\$13,635.00	\$124.00	\$9,300.00	\$125.00	\$9,375.00
*Z0056648	STORM SEWERS, TYPE 1, WATER MAIN QUALITY PIPE, 12" (DUCTILE IRON)	FOOT	325	\$164.00	\$53,300.00	\$217.30	\$70,622.50	\$196.00	\$63,700.00	\$150.00	\$48,750.00

*INDICATES SPECIAL PROVISION

AS READ

\$510,030.00

\$541,908.12

\$554,253.50

\$586,160.25

CORRECTED

\$509,430.00