City of Highland Park

City Council Meeting
Consolidated
City Hall
1707 St Johns Avenue,
Highland Park, Il 60035
August 17, 2026
7:30 PM
Agenda

Individuals with questions or feedback about an agenda item can address the City in the following ways:

1. **Emails with Unlimited Information**. Individuals may email the City an unlimited number of words at cityhp@cityhpil.com. Emails will be forwarded to the City Council if requested. All emails received will be acknowledged.
2. **Telephone**. Individuals with no access to email may leave a message with the City Manager's Office at 847.926.1000.
3. **Live Comments**. Individuals are able to address the Council during the City Council meeting. Questions/comments should be limited to three minutes or less.

Committee of the Whole and City Council meetings are broadcast live on the City's Facebook page and on the City's website. Meetings can be watched after the meeting from a video link on the City's website.

The City encourages individuals to sign-up for its enews for important information from the City. To sign-up for the enews, visit www.cityhpil.com.

I. Call to Order

II. Roll Call

III. Pledge of Allegiance

IV. Approval of Minutes

A. Approval of the Minutes of the Consolidated Meeting of the City Council Held on July 13, 2026

V. Approval of Warrant List

A. Warrant List and Wire Transfers from July 02, 2026 to August 06, 2026.

VI. Report of Mayor

A. Proclamations

- September is Suicide Prevention Awareness Month

B. Other Business

- 25th Anniversary Remembrance of September 11, 2001
- Public Hearing related to Zoning Relief (1850 Green Bay Road)

VII. Business from the Council

VIII. Business from City Staff

A. Accessible Streets & Sidewalks Plan Update

B. 2026 Major Project Work Plan - Q2 Report

IX. Business from the Public (Individuals wishing to be heard regarding items not listed on this agenda)

X. Omnibus

Administration
(Questions concerning these items can be directed to 847-926-1004)

1. A Resolution entering into an Exterior Improvement Grant for Bean Bar Corporation + Mezze (565 Roger Williams Ave) for a five-year consolidated grant

2. A Resolution entering into a Food & Beverage Interior Improvement Grant for Faye's Diner, LLC. d/b/a Faye's Diner (473 Roger Williams Ave)

3. A Resolution entering into an Exterior Improvement Grant for Faye's Diner (473 Roger Williams Avenue)

4. Amendment to Economic Incentive Agreement with Bandido Inc. (493 Central Avenue)

5. Amendment to Economic Incentive Agreement with Katy The Butcher LLC (1954 First Street)

6. A Resolution Approving an Agreement with Nourish Now Vending LLC for Vending Machine Installation, Operation, and Maintenance

7. A Resolution Approving an Agreement with F.H. Paschen, S.N. Nielsen & Associates, Inc., of Chicago, Illinois, for the Construction of the Highland Park Place of Remembrance

Finance
(Questions concerning these items can be directed to 847-926-1020)

8. An Ordinance Amending Section 97.1201 and Section 97.1301 of "The Highland Park Code of 1968," as amended, Regarding Home Rule Sales Tax

Public Works
(Questions concerning these items can be directed to 847-432-0807)

9. An Ordinance Declaring Certain Property Owned by the City of Highland Park

to be Surplus

10. A Resolution Authorizing Award of the 2026 Water Treatment Facility Energy Efficiency Improvements Contract to Joseph J. Henderson & Son, Inc. of Gurnee, Illinois

11. A Resolution Approving the Replacement of the City Hall Main Entrance Doors through the U.S. General Services Administration (GSA) Purchasing Cooperative

12. A Resolution Approving Award of the Fire Alarm System Replacements Project Contract to Everon, LLC., of Addison, Illinois, through the Sourcewell Purchasing Cooperative

13. A Resolution Approving the Purchase and Installation of the Port Clinton Garage Digital Kiosks through the OMNIA Purchasing Cooperative

14. A Resolution Approving Supplement #1 to the Phase II Engineering Agreement with HR Green, Inc., for the Federally Funded Beech Street Bridge Replacement Project

15. A Resolution Approving Supplement #1 and Supplement #2 to the Phase II Engineering Agreement with Stanley Consultants, for the Federally Funded Wade Street Bridge Replacement Project

16. A Resolution Approving a Construction Engineering Agreement with Stanley Consultants for the Wade Street Bridge Replacement Project

17. A Resolution Approving a Construction Engineering Agreement with Alfred Benesch & Company, for the St. Johns Avenue Bridge Replacement Project

Community Development
(Questions concerning these items can be directed to 847-432-0867)

18. A Resolution Approving a Plat of Subdivision (65 and 77 Lakeview Terrace)

19. A Resolution Approving A Special License Agreement with Roberta Hartman (315 Briar Lane)

20. A Resolution Approving a Plat of Subdivision (Corner of Laurel Ave. and McGovern St., including 790, 794, 798, 802, 806, 810, 814-834, 812-832, 836, and 844 Laurel Avenue)

21. An Ordinance Amending a Special Use Permit for a Conditional Use (1301 Clavey Road and 1377 Deer Creek Parkway)

22. A Resolution Approving an Agreement with Interface Studio LLC for Professional Consulting Services for the City Comprehensive Plan Update

XI. Items Removed From Omnibus Vote Consideration

XII. Other Business

A. An Ordinance Amending a Special Use Permit for a Planned Development and Granting Variations from the City Code (1850 Green Bay Road)

B. A Resolution Approving a Second Amendment to the Development Agreement Between The City of Highland Park and Albion Jacobs Highland Park, LLC

C. An Ordinance Amending the "City of Highland Park Zoning Ordinance of 1997," as Amended, Regarding Data Centers

D. Consideration and Possible Action on Application of a Special Use Permit in the Nature of a Preliminary and Final Planned Development with Modifications from City Code; and a Plat of Re-Subdivision, with Variances from City Code (147 Central Ave.)

XIII. Closed Session

XIV. Adjournment

Staff Report

Meeting Date: August 17, 2026

Staff Contact: Ashley Palbitska, Assistant to the City Manager/Deputy City Clerk

Department: City Manager's Office

Title: Approval of the Minutes of the Consolidated Meeting of the City Council Held on July 13, 2026

Recommendation:
For the City Council's approval are the minutes of the Consolidated Meeting of the City Council held on July 13, 2026.

Attachments:
1. MIN CC 7-13-2026

MINUTES OF THE CONSOLIDATED MEETING OF THE CITY COUNCIL OF THE CITY OF HIGHLAND PARK

MEETING DATE: July 13, 2026

MEETING LOCATION: City Hall, 1707 St Johns Avenue, Highland Park, IL 60035

I. Call to Order

At 7:30 PM, Mayor Rotering called the meeting to order and asked for a roll call:

II. Roll Call

Present: Mayor Rotering, Councilmembers Center, Bruckman, Ross, Tapia (remote), Lidawer

Absent: Councilmember Blumberg

Staff Present: City Manager Neukirch, Director of Public Works Bannon, Community Development Director Fontane, Assistant City Manager Jason, Police Chief Jogmen, Finance Director McCaulou, Fire Chief Schrage, Assistant City Manager Taub, Commander Curran, Communications Manager Bennett, Assistant to the City Manager Palbitska

Also Present: Deputy Corporation Counsel Passman, Assistant Corporation Counsel Martinez

III. Pledge of Allegiance

IV. Approval of Minutes

A. Approval of the Minutes of the Consolidated Meeting of the City Council Held on June 29, 2026

Councilmember Lidawer moved to approve the Minutes of the Consolidated Meeting of the City Council Held on June 29, 2026. Councilmember Bruckman seconded the motion. Upon a voice vote, the Mayor declared the motion Passed (6 - 0).

MOVER:	Councilmember Lidawer
SECONDER:	Councilmember Bruckman
AYES:	Mayor Rotering, Councilmembers Center, Bruckman, Ross, Tapia, Lidawer
NAYS:	None
ABSENT:	Councilmember Blumberg

V. Approval of Warrant List

A. Warrant List and Wire Transfers from June 19, 2026 to July 01, 2026.

Councilmember Lidawer moved to approve the Warrant List. Councilmember Center seconded the motion. Upon a roll call vote, the Mayor declared the motion Passed (6 - 0).

MOVER:	Councilmember Lidawer
SECONDER:	Councilmember Center
AYES:	Mayor Rotering, Councilmembers Center, Bruckman, Ross, Tapia, Lidawer
NAYS:	None
ABSENT:	Councilmember Blumberg

VI. Report of Mayor

A. Other Business

Independence Day - Thank You!

Mayor Rotering noted that a little over a week ago, the community came together for the America250 Independence Day events. She thanked those who made the weekend possible, especially City Manager Neukirch, Assistant City Managers Erin Jason and Emily Taub, Police Chief Lou Jogmen, Fire Chief Joe Schrage, Public Works Director Ron Bannon and the incredible staff who worked tirelessly on the events for the past six months. She also thanked the Park District of Highland Park.

Highland Park Career Exploration Program

Mayor Rotering provided information on the Highland Park Career Exploration Program and recognized all of those individuals involved in the program.

Recognition of Former Councilmember Alyssa Knobel

Mayor Rotering recognized former Councilmember Knobel for her leadership with the Career Exploration Program and her overall dedication to the City. She was presented with a key to the City.

Great Lakes and St. Lawrence Initiative Report

Mayor Rotering invited Dr. Mark Nolan Hill to the podium.

Dr. Mark Nolan Hill presented a report on the Great Lakes and St. Lawrence Initiative.

Councilmember Ross voiced her appreciation for Dr. Hill's clean water advocacy.

VII. Business from the Council

There was none.

VIII. Business from City Staff

A. Exterior Grant Expansion Consideration: Bean Bar

City Manager Neukirch requested consideration by the Council to allow incentive funds to be provided to Bean Bar + Next Door Lounge at 565 Roger Williams. She provided information on work that has been conducted with Lucid Motors as it relates to the City's Sales Tax Rebate program. There were no concerns with permitting Lucid to move forward with construction, understanding that a sales tax rebate program application was forthcoming.

The Council and City Manager Neukirch discussed the request brought forward by staff for Bean Bar + Next Door Lounge at 565 Roger Williams.

B. Highlights of Omnibus Agenda

City Manager Neukirch provided highlights of items on the Omnibus Agenda.

Mayor Rotering noted that there are some items on the omnibus agenda that are infrastructure projects and thanked staff for obtaining grant funding from the state.

IX. Business from the Public (Individuals wishing to be heard regarding items not listed on this agenda)

There was none.

X. Omnibus

Councilmember Lidawer, City Manager Neukirch, and Community Development Director Fontane discussed item 11 on the omnibus agenda.

Councilmember Lidawer moved to approve items 1–11 by omnibus vote consideration. Councilmember Bruckman seconded the motion. Upon a roll call vote, the Mayor declared the motion Passed (6–0).

MOVER:	Councilmember Lidawer
SECONDER:	Councilmember Bruckman
AYES:	Mayor Rotering, Councilmembers Center, Bruckman, Ross, Tapia, Lidawer
NAYS:	None
ABSENT:	Councilmember Blumberg

Administration

1. Adoption of a Resolution (R85-2026) by omnibus vote consideration titled, “A Resolution Approving a Second Amendment to a Lease Agreement Between the City of Highland Park and The Art Center Highland Park".

2. Adoption of a Resolution (R86-2026) by omnibus vote consideration titled, “A Resolution Authorizing the Release of Minutes of Certain Closed Meetings of the Committee of the Whole of the City Council”.

3. Adoption of a Resolution (R87-2026) by omnibus vote consideration titled, "A Resolution entering into an Exterior Improvement Grant for EATACO Tequila Bar LLC d/b/a EATACO".

4. Adoption of a Resolution (R88-2026) by omnibus vote consideration titled, "A Resolution entering into a Food & Beverage Interior Improvement Grant for Bean Bar Corporation (565 Roger Williams)".

5. Adoption of a Resolution (R89-2026) by omnibus vote consideration titled, "A Resolution entering into a Food & Beverage Interior Improvement Grant for EATACO Tequila Bar LLC (597 Roger Williams)".

Public Works

6. Adoption of a Resolution (R90-2026) by omnibus vote consideration titled, "A Resolution Approving Award of the Briergate Crossing - Richfield Avenue Improvements Contract to Campanella and Sons, Inc. of Wadsworth, Illinois".

7. Adoption of a Resolution (R91-2026) by omnibus vote consideration titled, "A Resolution Approving Execution of Phase II Final Design Engineering Services Agreement Amendment #1 with RINA for Federal Grant Participation for Judson Avenue Bridge Replacement Project".

8. Adoption of a Resolution (R92-2026) by omnibus vote consideration titled, "A Resolution Approving a Local Public Agency Agreement with the Illinois Department of Transportation (IDOT) for the Judson Avenue Bridge Replacement Project".

9. Adoption of a Resolution (R93-2026) by omnibus vote consideration titled, "A Resolution Approving Execution of Phase II Final Design Engineering Services Agreement Amendment #1 with Alfred Benesch & Company, for Federal Grant Participation for the St. Johns Avenue Bridge Replacement Project".

10. Adoption of a Resolution (R94-2026) by omnibus vote consideration titled, "A Resolution Approving a Local Public Agency Agreement with the Illinois Department of Transportation (IDOT) for the St Johns Avenue Bridge Replacement Project".

Community Development

11. Adoption of a Resolution (R95-2026) by omnibus vote consideration titled, "A Resolution Ratifying a Minor Amendment to Approved Planned Development at 925 Deerfield Road".

XI. Other Business

A. Adoption of a Resolution, as Amended, (R96-2026) titled, "A Resolution Approving a Plat of Subdivision (1660 and 1700 Old Deerfield Road)".

B. Adoption of an Ordinance, as Amended, (O25-2026) titled, "An Ordinance Amending a Special Use Permit for a Planned Development and the Inclusionary Housing Plan (1660 and 1700 Old Deerfield Road)".

C. Adoption of a Resolution, as Amended, (R97-2026) titled, "A Resolution Approving a First Amendment to the Development Agreement Between the City of Highland Park and HDC M/I HP Venture, LLC".

The Council, applicant and staff discussed the change in inclusionary housing from two and three bedrooms to all three-bedroom units, the removal of the lights from the woodland path, the proposed buffer between Bluegrass and the development, and a request to reduce the size of the sign for the development that would be used for marketing purposes.

The applicant noted that they would be willing to reduce the size of the sign with the understanding that the signs are used as a marketing tool to lessen the impact on the community in order to get the units filled at a faster rate. They noted that they would maintain one of the signs in place until the last unit is leased.

The Council voiced their appreciation for the reduction in the size of the signs.

The Council and the applicant discussed dust control and cleanliness of the property during construction.

City Manager Neukirch noted that there will be inspections provided by the City on a regular basis and if there is a need for enforcement, actions would be taken and citations could be issued.

Councilmember Lidawer moved to approve, as amended, items A-C under Other Business by omnibus vote consideration. Councilmember Center seconded the motion. Upon a roll call vote, the Mayor declared the motion passed (6 - 0).

MOVER:	Councilmember Lidawer
SECONDER:	Councilmember Center
AYES:	Mayor Rotering, Councilmembers Center, Bruckman, Ross, Tapia, Lidawer
NAYS:	None
ABSENT:	Councilmember Blumberg

XII. Adjournment

Councilmember Lidawer moved to adjourn the City Council meeting. Councilmember Bruckman seconded the motion. Upon a voice vote, Mayor Rotering declared the motion passed unanimously.

The City Council adjourned its meeting at 8:18 PM.

Respectfully Submitted,

Ashley Palbitska
Assistant to the City Manager/Deputy City Clerk

Staff Report

Meeting Date: August 17, 2026

Staff Contact: Lara Lukasik, Deputy Finance Director
Kristi McCaulou, Finance Director

Department: Finance Department

Title: Warrant List and Wire Transfers from July 02, 2026 to August 06, 2026.

Recommendation:
Staff recommends approval of the warrant list and wire transfers for July 02, 2026 to August 06, 2026 in the amounts of $5,028,947.56 and $940,987.35 respectively, for total disbursement of $5,969,934.91.

	Dates	Amount
Warrants:		
Warrant List 1 (Detail Attached)	July 02, 2026 - July 09, 2026	$680,489.35
Warrant List 2 (Detail Attached)	July 10, 2026 - July 16, 2026	$322,280.50
Warrant List 3 (Detail Attached)	July 17, 2026 - July 23, 2026	$306,228.75
Warrant List 4 (Detail Attached)	July 24, 2026 - July 30, 2026	$745,940.52
Warrant List 5 (Detail Attached)	July 31, 2026 - Aug 06, 2026	$431,051.92
Subtotal Warrants (Detail Attached)		**$2,485,991.04**
SSA19 Tax Receipts to CBD Alliance	July 10, 2026	$9,511.53
SSA19 Tax Receipts to CBD Alliance	July 24, 2026	$311.80
Total Warrants		**$2,495,814.37**
Payroll	Pay Periods: June 22 - July 19, 2026 Check Dates: July 10, and July 24, 2026	**$2,533,133.19**
Total Warrants & Payroll		**$5,028,947.56**
IMRF Retirement Fund	July 16, 2026	$136,620.12
CCMSI Workers Comp Claims	July 6, 2026	$2,799.43
CCMSI Workers Comp Claims	July 13, 2026	$533.30
CCMSI Workers Comp Claims	July 20, 2026	$533.30
CCMSI Workers Comp Claims	July 27, 2026	$1,084.30
CCMSI Workers Comp Claims	August 3, 2026	$533.30
United Parcel Service	July 1, 2026	$1.43
United Parcel Service	July 16, 2026	$14.19
United Parcel Service	July 30, 2026	$45.77
Amazon Capital Services	July 16, 2026	$5,535.47

IPBC Medical/Dental Premium	August 1, 2026	$646,477.53
West Government Services	July 9, 2026	$610.79
William Architects	July 23, 2026	$25,070.82
Elrod Friedman LLP - Legal Services	July 23, 2026	$74,356.00
Williams Scotsman	July 23, 2026	$168.00
Carol Ann King	July 9, 2026	$2,605.00
Ken Ning	July 9, 2026	$1,400.00
J.P. Morgan Chase Commercial Card	July 9, 2026	$28,543.02
J.P. Morgan Chase Visa Costco Card	July 9, 2026	$191.52
J.P. Morgan Chase Commercial Card	August 6, 2026	$13,340.00
J.P. Morgan Chase Visa Costco Card	July 30, 2026	$524.06
Total Wires		**$940,987.35**
Total Submitted for Approval		**$5,969,934.91**

Purchases are made consistent with the City's purchasing policy. This policy provides that "when all other terms and conditions are equal, preference will be given to vendors whose businesses are located in Highland Park. However, this preference will not adversely affect quality, service, or price consideration."

Attachments:

1. Warrant List and Wire Transfers from July 02, 2026 to August 06, 2026. PDF

Check #	Date	Ven#	Vendor Name	Inv #	PO #	Description/Account	Dept	Amount
422967	07/09/26	39228	ALVAREZ	47621	20260471	HOURLY GROUNDS	FORST	$1,606.80
							Total	**$1,606.80**
422968	07/09/26	40125	ANTHONY CLANCY	39559		REFUND - PLMB-2024-00978	BLDG	$2,000.00
							Total	**$2,000.00**
422969	07/09/26	34884	ATLAS COPCO COMPRESSORS	47678	20261606	FREIGHT	WP	$19.97
				47698	20261606	FREIGHT	WP	$21.52
							Total	**$41.49**
422970	07/09/26	37930	VALDES	47683	20262226	SUPPLIES FLUID	FLEET	$188.05
				47684	20262192	R - SUPPLIES FLUID	TRNST	$189.95
							Total	**$378.00**
422971	07/09/26	17986	BECK'S HEATING	47627	20260038	SUPPLIES	WP	$45.00
							Total	**$45.00**
422972	07/09/26	8286	BIO-TRON	47664	20262048	EQUIPMENT	FD	$159.87
				47754	20262250	EQUIPMENT	FD	$40.62
							Total	**$200.49**
422973	07/09/26	28801	BOUND TREE MEDICAL	47725	20262074	SUPPLIES	FD	$846.94
				47726	20262077	SUPPLIES	FD	$299.96
							Total	**$1,146.90**
422974	07/09/26	18105	CDW GOVERNMENT	47732	20262227	SOFTWARE VMWARE YEAR 2	CS	$30,719.36
							Total	**$30,719.36**
422975	07/09/26	39085	CHC WELLNESS	47673	20260447	CHC PORTAL FEE HR WIN	HLTH	$2,028.00
				47736	20261061	ANNUAL WELLNESS MANAGEMENT FEE	HLTH	$1,435.00
							Total	**$3,463.00**
422976	07/09/26	9926	CHICAGO COMMUNICATION	47665	20261960	EQUIPMENT	FD	$165.00
							Total	**$165.00**
422977	07/09/26	33433	CHRISTOPHER B. BURKE ENGINEERING	47751	20260305	BBD BLUEGRASS ALLEY	ENG	$14,940.00
							Total	**$14,940.00**
422978	07/09/26	39646	CIMPRESS	47743	20262042	SUPPLIES NNO PROMOTIONAL ITEMS	PD	$288.72
							Total	**$288.72**
422979	07/09/26	23349	CINTAS #22	47638	20260001	UNIFORM RENTAL	WP	$67.72

Check #	Date	Ven#	Vendor Name	Inv #	PO #	Description/Account	Dept	Amount
							Total	**$67.72**
422980	07/09/26	23349		47631	20260237	UNIFORM RENTAL	FLEET	$103.08
				47632	20260195	UNIFORM RENTAL	TRNST	$16.87
				47633	20260400	UNIFORM RENTAL	FACIL	$32.11
				47634	20260417	UNIFORM RENTAL	SEWER	$91.07
				47635	20260365	UNIFORM RENTAL	SEWER	$98.76
				47636	20260366	UNIFORM RENTAL	SEWER	$79.34
				47666	20260158	UNIFORM RENTAL	FD	$7.88
							Total	**$429.11**
422981	07/09/26	14137	CIVILTECH ENGINEERING	47660	20261324	HPCC SIGNAL DESIGN	ENG	$3,355.03
				47752	20261623	ADA PUBLIC RIGHT OF WAY	ENG	$4,778.90
				47753	20261623	ADA PUBLIC RIGHT OF WAY	ENG	$6,299.51
							Total	**$14,433.44**
422982	07/09/26	31602	CLARK BAIRD SMITH	47735	20261539	LEGAL SERVICES	CMO	$670.00
							Total	**$670.00**
422983	07/09/26	26496	COMCAST CABLE	47672	20260711	INTERNET CMO	CS	$141.99
							Total	**$141.99**
422984	07/09/26	26496		47745	20260049	MONTHLY CONVERTER BOXES	PD	$42.29
							Total	**$42.29**
422985	07/09/26	17436	COMMUNITY DEVELOPMENT	47719	20262231	PETTY CASH	PLAN	$192.72
							Total	**$192.72**
422986	07/09/26	33313	CONRAD POLYGRAPH	47674	20261153	PD FD POLYGRAPHS BFPC	HLTH	$450.00
							Total	**$450.00**
422987	07/09/26	33260	CONSTELLATION	47641	20260300	NATURAL GAS	WP	$557.34
				47642	20261785	NATURAL GAS	WP	$1,170.09
							Total	**$1,727.43**
422988	07/09/26	233	CRAFTWOOD LUMBER	47755	20260902	SUPPLIES	FD	$2.58
							Total	**$2.58**
422989	07/09/26	40488	DAVID FRIED	47704	20262147	R - YIDDISH CLASS	SNR	$300.00
							Total	**$300.00**
422990	07/09/26	12493	DAVID EDMEA ORI	47688	20262194	R - GAS REBATE 2025-26	FIN	$48.41

Check #	Date	Ven#	Vendor Name	Inv #	PO #	Description/Account	Dept	Amount
							Total	**$48.41**
422991	07/09/26	39999	DIR DEVELOPMENT	36828		REFUND - PLMB-2024-00878**(REISSUE)**	BLDG	$2,000.00
							Total	**$2,000.00**
422992	07/09/26	36349	DJS SCUBA LOCKER	47756	20261486	EDUCATION TRAINING	FD	$2,998.00
							Total	**$2,998.00**
422993	07/09/26	38347	RJS UNITED	47659	20262232	EVENT PARADE SPONSOR POSTERS	CMO	$60.00
							Total	**$60.00**
422994	07/09/26	34351	EUROFINS	47639	20260930	LAB SERVICES	WP	$35.25
				47640	20260930	LAB SERVICES	WP	$35.25
							Total	**$70.50**
422995	07/09/26	405	FEDEX	47716	20260428	SHIPPING CHARGES	PLAN	$118.35
							Total	**$118.35**
422996	07/09/26	31273	FERGUSON WATERWORKS	47626	20261427	SUPPLIES	WTRDS	$1,479.84
							Total	**$1,479.84**
422997	07/09/26	15351	FIRE SERVICE	46034	20261626	SUPPLIES**(REISSUE)**	FD	$1,325.22
							Total	**$1,325.22**
422998	07/09/26	23546	GALE CERABONA	47749	20260438	HC MINUTE TAKER SERVICES	PLAN	$265.00
							Total	**$265.00**
422999	07/09/26	40507	GERACI RAYMOND	47653		UB REFUND 2554 WESTERN	FIN	$175.45
							Total	**$175.45**
423000	07/09/26	39490	GERI BLEIER SCHLANGER	47715	20260771	R - CLASSES BETTER BALANCE	SNR	$861.00
							Total	**$861.00**
423001	07/09/26	36613	GOOD IMPRESSIONS	47675	20262108	R - UNIFORMS RAVINIA	TRNST	$338.50
							Total	**$338.50**
423002	07/09/26	13888	GORDON FLESCH	47733	20260603	MULTI FUNCTION COPIERS	CS	$1,075.38
							Total	**$1,075.38**
423003	07/09/26	22533	GRAINGER	47679	20260147	SUPPLIES	WP	$92.54
							Total	**$92.54**
423004	07/09/26	1326	HIGHLAND PARK FORD	45841	20260476	SUPPLIES**(REISSUE)**	FD	$117.13
				45852	20261584	FLEET VEHICLE PARTS**(REISSUE)**	PD	$132.22
				45853	20261584	FLEET VEHICLE PARTS**(REISSUE)**	PD	$349.52

Check #	Date	Ven#	Vendor Name	Inv #	PO #	Description/Account	Dept	Amount
				45854	20261584	FLEET VEHICLE PARTS**(REISSUE)**	PD	$341.23
				47667	20262051	SUPPLIES	FD	$174.76
				47668	20262051	SUPPLIES	FD	$360.00
				47681	20260248	PARTS	FLEET	$412.50
				47746	20262186	PARTS	PD	$562.44
				47757	20262186	PARTS	PD	$151.80
							Total	**$2,601.60**
423005	07/09/26	1326		47741	20262196	VEHICLE PURCHASE MUSTANG MACH E	PD	$40,420.00
							Total	**$40,420.00**
423006	07/09/26	35907	IDA GREENFIELD	47707	20260773	R - CLASSES BETTER BALANCE	SNR	$1,260.00
							Total	**$1,260.00**
423007	07/09/26	24621	INDUSTRIAL ORGANIZATIONAL	47737	20262217	PD TESTING BFPC	HLTH	$2,875.00
							Total	**$2,875.00**
423008	07/09/26	40400	INTERNATIONAL CYBERNETICS	47723	20261625	PAVEMENT EVAL	ENG	$3,970.00
							Total	**$3,970.00**
423009	07/09/26	38152	JEFFREY WILMOT	47740	20261975	R - TUITION REIMBURSEMENT	HLTH	$807.20
							Total	**$807.20**
423010	07/09/26	17853	JUDITH B SAMUELSON	47714	20260772	R - CLASSES BETTER BALANCE	SNR	$1,530.00
							Total	**$1,530.00**
423011	07/09/26	39023	JUSTIFACTS CREDENTIAL	47738	20260967	BACKGROUND CHECKS ANNUAL	HLTH	$752.80
							Total	**$752.80**
423012	07/09/26	39944	KATHERINE WAGNER	39956	20252215	R - CLASSES MELANGE MOVEMENT**(REISSUE)**	SNR	$268.80
							Total	**$268.80**
423013	07/09/26	8014	KIDDLES SPORTS	47739	20262218	SUPPLIES NEW EMPLOYEE APPAREL	HLTH	$376.00
							Total	**$376.00**
423014	07/09/26	11901	LAKE COUNTY HOSE	47670	20262041	SUPPLIES	FD	$223.32
							Total	**$223.32**
423015	07/09/26	39851	LANI GERSZONOVICZ	47706	20262145	R - MOVEMENT CLASS YOGA	SNR	$420.00
							Total	**$420.00**
423016	07/09/26	20685	LAURA FREY	42845	20253566	R - REIMBURSEMENT SUPPLIES**(REISSUE)**	SNR	$28.91

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							Total	**$28.91**
423017	07/09/26	38719	LEE OVERHOLSER	47622	20262191	R - RAVINIA SUPPLIES REFUND	TRNST	$34.50
				47623	20262190	R - RAVINIA SUPPLIES REFUND	TRNST	$39.45
							Total	**$73.95**
423018	07/09/26	13282	LESLIE FENSTER	47703	20260738	R - CLASSES SPANISH	SNR	$1,539.20
							Total	**$1,539.20**
423019	07/09/26	34512	LIFE RHYTHMS	47658	20260680	SSA - 17 LIFE RHYTHMS MUSIC BOOKING MANAGEMENT	CMO	$8,307.69
							Total	**$8,307.69**
423020	07/09/26	39661	LION FIRST RESPONDER	47728	20261859	TURNOUT GEAR REPAIRS	FD	$1,862.80
							Total	**$1,862.80**
423021	07/09/26	40034	LISA RUDE	47713	20260733	R - CLASSES NIA FIT	SNR	$420.00
							Total	**$420.00**
423022	07/09/26	26539	LOGSDON	47718	20260439	OFFICE SUPPLIES	PLAN	$101.87
							Total	**$101.87**
423023	07/09/26	34799	LUCAS LANDSCAPING	47655	20260470	TREE REMOVAL	FORST	$6,651.68
				47677	20260470	TREE REMOVAL	FORST	$1,654.90
							Total	**$8,306.58**
423024	07/09/26	40408	MARTAM CONSTRUCTION	47724	20261877	SHERIDAN RD -EDGECLIFF DR NORTH IMPROVEMENTS	ENG	$277,784.05
							Total	**$277,784.05**
423025	07/09/26	697	MENONI MOCOGNI	47619	20261118	SUPPLIES	STR	$119.00
							Total	**$119.00**
423026	07/09/26	39940	MES I ACQUISITION	47671	20261353	EQUIPMENT	FD	$600.00
							Total	**$600.00**
423027	07/09/26	17623	MUNICIPAL GIS PARTNERS	47615	20260469	GIS SERVICES PROGRAM STAFFING	PW	$18,703.30
							Total	**$18,703.30**
423028	07/09/26	40505	MIECHOWICKI ANTONI	47651		UB REFUND 2300 HIGHMOOR	FIN	$0.54
							Total	**$0.54**
423029	07/09/26	37438	MILLENNIA PROFESSIONAL	47661	20260989	2025 MFT RESURFACING	ENG	$12,453.47
							Total	**$12,453.47**
423030	07/09/26	2078	MOTOROLA	47747	20260297	STARCOM AIRTIME FEES	PD	$3,247.00

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							Total	**$3,247.00**
423031	07/09/26	749	MUTUAL ACE HARDWARE	47625	20260115	SUPPLIES	WTRDS	$35.98
				47629	20260041	SUPPLIES	WP	$48.11
				47637	20260011	SUPPLIES	FORST	$340.13
				47654	20260228	SUPPLIES	STR	$14.39
				47689	20260184	PARTS	FLEET	$18.12
				47690	20260184	PARTS	FLEET	$62.07
				47691	20260184	PARTS	FLEET	$161.99
							Total	**$680.79**
423032	07/09/26	36922	NORTH SHORE AUTO SPA	47693	20260181	SPA DETAIL SERVICES	FLEET	$11.00
				47694	20260181	SPA DETAIL SERVICES	FLEET	$10.00
				47695	20260181	SPA DETAIL SERVICES	FLEET	$10.00
				47696	20260181	SPA DETAIL SERVICES	FLEET	$10.00
							Total	**$41.00**
423033	07/09/26	35931	NEUSIGNS NORTHBROOK	47657	20262206	MAYOR/COUNCIL BANNER INDEPENDENCE DAY	CMO	$49.95
							Total	**$49.95**
423034	07/09/26	38930	PACE ANALYTICAL	47643	20260847	PROFESSIONAL SERVICES	WP	$694.00
							Total	**$694.00**
423035	07/09/26	39521	PAMELA KRAMER	47711	20260708	R - ACTIVITIES BOOK CLUB	SNR	$125.00
							Total	**$125.00**
423036	07/09/26	2	PETER BAKER	47676	20260265	ASPHALT	STR	$300.80
							Total	**$300.80**
423037	07/09/26	8164	PIERO'S PIZZA	42174	20253051	MAIN BREAK CREW MEAL**(REISSUE)**	WTRDS	$173.12
				42175	20253051	MAIN BREAK CREW MEAL**(REISSUE)**	WTRDS	$174.93
				42348	20253051	MAIN BREAK CREW MEAL**(REISSUE)**	WTRDS	$16.03
				42349	20253327	SNOW CREW MEAL**(REISSUE)**	STR	$148.31
				42375	20253327	SNOW CREW MEAL**(REISSUE)**	STR	$154.15
				42525	20253327	SNOW CREW MEAL**(REISSUE)**	STR	$178.63
				43014	20253327	SNOW CREW MEALS**(REISSUE)**	STR	$68.76
				43119	20253327	SNOW CREW MEALS**(REISSUE)**	STR	$256.09
				43422		FY2025 SNOW CREW MEAL**(REISSUE)**	FIN	$140.10

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				43785	20260483	SNOW CREW MEAL**(REISSUE)**	STR	$138.63
				43989	20260483	SNOW CREW MEAL**(REISSUE)**	STR	$107.69
				44063	20260483	SNOW CREW MEAL**(REISSUE)**	STR	$202.76
				44321	20260483	SNOW CREW MEAL**(REISSUE)**	STR	$133.81
				44391	20260483	SNOW CREW MEAL**(REISSUE)**	STR	$114.13
				44524	20260483	SNOW CREW MEAL**(REISSUE)**	STR	$202.98
				44525	20261158	SNOW CREW MEAL**(REISSUE)**	STR	$21.49
							Total	**$2,231.61**
423038	07/09/26	39528	RMC IMAGING	47720	20260423	AGREEMENT MICROFICHE READER	PLAN	$585.00
							Total	**$585.00**
423039	07/09/26	34792	ROBINSON ENGINEERING	47620	20262195	LSLR PLAN SUBMITTAL	WTRDS	$12,500.00
							Total	**$12,500.00**
423040	07/09/26	923	MICHAEL WHITNEY DRAEGERT	47686	20260167	R - SAFETY LANE TESTING PACE BUSES	TRNST	$35.50
				47687	20260255	DOT INSPECTIONS	FLEET	$88.00
							Total	**$123.50**
423041	07/09/26	25207	RUSH TRUCK CENTER ILLINOIS	47692	20261099	PARTS	FLEET	$74.96
							Total	**$74.96**
423042	07/09/26	38546	SCOTT DONIGER	47408	20262101	R - GAS REBATE 2025-26**(REISSUE)**	FIN	$110.96
							Total	**$110.96**
423043	07/09/26	33401	SCOTT LEONARD	47650	20262225	R - REIMBURSEMENT POSTAGE	FLEET	$18.46
							Total	**$18.46**
423044	07/09/26	40021	SHOSHANA FRIEDMAN	47705	20260734	R - CLASSES SHAKESPEARE	SNR	$300.00
							Total	**$300.00**
423045	07/09/26	34941	SIGNATURE TRANSPORTATION	47700	20260826	R - EXCURSIONS TRANSPORTATION	SNR	$934.16
							Total	**$934.16**
423046	07/09/26	1389	SPRING ALIGN PALATINE	47685	20262134	R - PARTS BUSES	TRNST	$818.70
							Total	**$818.70**
423047	07/09/26	14054	STANLEY	47662	20261941	WADE AVE BRIDGE	ENG	$7,200.94
							Total	**$7,200.94**
423048	07/09/26	39529	STEPHANIE MILLER HOFMAN	47708	20260709	R - ACTIVITIES BOOK CLUB	SNR	$125.00
							Total	**$125.00**

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423049	07/09/26	35908	STEPHEN KAUFMAN	47709	20260737	R - CLASSES CHESS	SNR	$448.00
							Total	**$448.00**
423050	07/09/26	40477	STEVEN SMITH	47721	20262230	R - IL CERTIFIED PLUMBING INSPECTOR LICENSE	PLAN	$175.00
							Total	**$175.00**
423051	07/09/26	38771	STONEFLY	47734	20262161	RENEWAL STORAGE SILVER SERVICE PLAN	CS	$4,015.80
							Total	**$4,015.80**
423052	07/09/26	24637	STRYKER MEDICAL	47729	20260293	MACHINERY EQUIPMENT	FD	$37,993.79
				47730	20260293	MACHINERY EQUIPMENT	FD	$35,145.00
				47731	20260293	MACHINERY EQUIPMENT	FD	$14,498.86
							Total	**$87,637.65**
423053	07/09/26	35692	TERRI ARGENTAR	47702	20260736	R - CLASSES CANASTA	SNR	$672.00
							Total	**$672.00**
423054	07/09/26	1005	THE ART CENTER HIGHLAND PARK	47748	20260776	R - CLASSES ART	SNR	$1,512.00
							Total	**$1,512.00**
423055	07/09/26	39966	THE BARN STEAKHOUSE	47701	20262181	R - ACTIVITIES THE BARN DINNER EVENTS	SNR	$1,430.00
							Total	**$1,430.00**
423056	07/09/26	34926	TKG ENVIRONMENTAL	47618	20261302	STREET SWEEPING	STR	$10,972.00
							Total	**$10,972.00**
423057	07/09/26	38612	TLF*FLORAL GARDENS	47717	20262065	SUPPLIES FLORAL ARRANGEMENT	PLAN	$99.80
							Total	**$99.80**
423058	07/09/26	34842	TRIBUNE PUBLISHING	47750	20260523	PDC - ADVERTISING	PLAN	$215.00
							Total	**$215.00**
423059	07/09/26	22779	TYLER TECHNOLOGIES	47722	20260673	TYLER EP&L SUPPORT SERVICES	PLAN	$2,117.73
							Total	**$2,117.73**
423060	07/09/26	1599	US POSTMASTER	47656	20260925	POSTAGE THE HIGHLANDER	CMO	$3,166.66
							Total	**$3,166.66**
423061	07/09/26	15397	HD SUPPLY	47616	20260364	SUPPLIES	SEWER	$305.17
				47617	20260364	SUPPLIES	SEWER	$855.07
				47644	20260420	SUPPLIES	WP	$717.29
				47645	20260420	SUPPLIES	WP	$27.93

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				47648	20260420	SUPPLIES	WP	$18.00
							Total	**$1,923.46**
423062	07/09/26	31841	USIC LOCATING	47646	20260621	UTILITY LOCATES	WTRDS	$2,153.64
				47647	20260789	UTILITY LOCATES	WTRDS	$15,188.27
							Total	**$17,341.91**
423063	07/09/26	38898	VERIZON	47682	20260281	GPS SERVICES	FLEET	$783.02
							Total	**$783.02**
423064	07/09/26	39435	VISTRA INTERMEDIATE	47628	20260014	ELECTRICITY	WP	$46,761.84
				47699	20260014	ELECTRICITY	WP	$389.59
							Total	**$47,151.43**
423065	07/09/26	17122	WAREHOUSE DIRECT	47697	20260035	SUPPLIES	WP	$455.56
							Total	**$455.56**
423066	07/09/26	40506	WEBER BARRY	47652		UB REFUND 1145 MELVIN	FIN	$44.19
							Total	**$44.19**
							Total	**$680,489.35**

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744	07/09/26	29114	CAROL ANN KING	47710	20260781	R - CLASSES SIT BE FIT TRIPLE FIT	SNR	$2,605.00
							Total	**$2,605.00**
745	07/09/26	36932	COSTCO VISA FLEX	47758	20262189	SUPPLIES BOTTLED WATER	WTRDS	$191.52
							Total	**$191.52**
746	07/09/26	32860	JPMORGAN MASTERCARD	47680		JUNE 2026 CREDIT CARD	FIN	$28,543.02
							Total	**$28,543.02**
747	07/09/26	37168	KEN NING	47712	20260775	R - CLASSES TAI CHI	SNR	$1,400.00
							Total	**$1,400.00**
748	07/09/26	2527	UNITED PARCEL	47649	20260034	SHIPPING FEES	WP	$1.43
							Total	**$1.43**
749	07/09/26	30071	WEST GOVERNMENT	47744	20260124	CLEAR INVESTIGATIVE SOFTWARE	PD	$610.79
							Total	**$610.79**
							Total	**$33,351.76**

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423067	07/16/26	38352	ADVANCED CLEANING	47791	20260823	JANITORIAL SERVICES	FACIL	$12,060.00
				47792	20260822	JANITORIAL SERVICES	FACIL	$769.91
							Total	**$12,829.91**
423068	07/16/26	38724	ADVANCED	47863	20261241	SUPPLIES	WP	$1,171.73
							Total	**$1,171.73**
423069	07/16/26	33449	ADVOCATE OCCUPATIONAL HEALTH	47902	20261047	PD ANNUAL PRE EMPLOYMENT PHYSICALS	HLTH	$611.00
							Total	**$611.00**
423070	07/16/26	22903	ALEXANDER ZABARSKY	47924	20262291	R - GAS REBATE 2025-26	FIN	$69.51
							Total	**$69.51**
423071	07/16/26	39228	ALVAREZ	47821	20260471	HOURLY GROUNDS	FORST	$1,271.50
							Total	**$1,271.50**
423072	07/16/26	45	RENTOKIL	47789	20260407	PEST CONTROL	FACIL	$395.03
							Total	**$395.03**
423073	07/16/26	38917	ANTARCTIC MECHANICAL	47815	20261498	LIFE SAFETY INSPECTION	WP	$1,733.00
							Total	**$1,733.00**
423074	07/16/26	39403	ARMS SECURITY	47937	20262242	EVENT PARADE ARMS	CMO	$2,173.47
							Total	**$2,173.47**
423075	07/16/26	34884	ATLAS COPCO COMPRESSORS	47917	20261606	REPAIRS	WP	$718.75
							Total	**$718.75**
423076	07/16/26	22582	ILLINOIS STATE TOLL HIGHWAY	47943	20262133	I-PASS QUARTERLY INVOICE	PW	$63.15
							Total	**$63.15**
423077	07/16/26	17600	CAROLE SHAPIRO	47933	20262303	R - GAS REBATE 2025-26	FIN	$45.52
							Total	**$45.52**
423078	07/16/26	29404	CCMSI	47870	20260831	PROPERTY CASUALTY DEDUCTIBLES	FIN	$4,537.50
							Total	**$4,537.50**
423079	07/16/26	33433	CHRISTOPHER B. BURKE ENGINEERING	47774	20261065	ENG SERVICE	FACIL	$847.00
							Total	**$847.00**
423080	07/16/26	38158	CHRISTOPHER GOTTSCHALK	47938	20261972	R - TUITION REIMBURSEMENT	HLTH	$869.00
							Total	**$869.00**
423081	07/16/26	23349	CINTAS #22	47816	20260001	UNIFORM RENTAL	WP	$67.72

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							Total	**$67.72**
423082	07/16/26	23349		47806	20260237	UNIFORM RENTAL	FLEET	$103.08
				47807	20260195	UNIFORM RENTAL	TRNST	$16.87
				47808	20260400	UNIFORM RENTAL	FACIL	$32.11
				47809	20260417	UNIFORM RENTAL	SEWER	$91.07
				47810	20260365	UNIFORM RENTAL	SEWER	$98.76
				47811	20260366	UNIFORM RENTAL	SEWER	$79.34
				47911	20260048	UNIFORM RENTAL	PD	$6.90
				47912	20260048	UNIFORM RENTAL	PD	$12.75
							Total	**$440.88**
423083	07/16/26	2020	CIORBA	47857	20261876	SHERIDAN	ENG	$38,416.27
							Total	**$38,416.27**
423084	07/16/26	14137	CIVILTECH ENGINEERING	47858	20261813	TRAFFIC STUDY	ENG	$3,899.00
				47859	20262272	STORMWATER REVIEW	ENG	$8,552.60
				47860	20261813	TRAFFIC STUDY	ENG	$294.00
							Total	**$12,745.60**
423085	07/16/26	233	CRAFTWOOD LUMBER	47759	20260360	SUPPLIES	SEWER	$125.97
				47766	20260227	SUPPLIES	STR	$54.98
				47775	20260401	SUPPLIES	FACIL	$29.99
				47776	20260401	SUPPLIES	FACIL	$23.18
				47777	20260401	SUPPLIES	FACIL	$16.78
				47778	20260401	SUPPLIES	FACIL	$55.98
				47814	20262246	SUPPLIES	FACIL	$332.20
							Total	**$639.08**
423086	07/16/26	40509	DEBORA SMITH	47922	20262289	R - GAS REBATE 2025-26	FIN	$46.98
							Total	**$46.98**
423087	07/16/26	40511	ELIZABETH LENS	47926	20262293	R - GAS REBATE 2025-26	FIN	$59.88
							Total	**$59.88**
423088	07/16/26	34351	EUROFINS	47918	20260930	LAB SERVICES	WP	$35.25
				47919	20260930	LAB SERVICES	WP	$35.25
							Total	**$70.50**

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423089	07/16/26	405	FEDEX	47844	20262064	UB ERP SHIPPING	FIN	$39.03
				47845	20262176	POSTAGE FEE	PD	$56.13
							Total	**$95.16**
423090	07/16/26	35589	FERGUSON US HOLDINGS	47760	20261274	SUPPLIES	WTRDS	$38.00
							Total	**$38.00**
423091	07/16/26	39473	FRP INSPECTION CONSULTING	47874	20262282	EQUIPMENT SERVICES	WP	$1,800.00
				47875	20262282	EQUIPMENT SERVICES	WP	$1,800.00
							Total	**$3,600.00**
423092	07/16/26	36981	G GANDELSMAN E GURALNIK	47927	20262294	R - GAS REBATE 2025-26	FIN	$136.59
							Total	**$136.59**
423093	07/16/26	23546	GALE CERABONA	47835	20260437	HPC MINUTE TAKER SERVICES	PLAN	$265.00
							Total	**$265.00**
423094	07/16/26	36669	GATE SYSTEM	47887	20262193	PM GATE SERVICE	FACIL	$195.00
				47889	20262193	PM GATE SERVICE	FACIL	$195.00
				47891	20262193	PM GATE SERVICE	FACIL	$195.00
				47892	20262193	PM GATE SERVICE	FACIL	$195.00
				47916	20262193	PM GATE SERVICE	FACIL	$195.00
							Total	**$975.00**
423095	07/16/26	40019	GENUINE PARTS	47818	20260675	PARTS	FLEET	$345.92
				47822	20260675	PARTS	FLEET	$86.48
				47868	20261313	SUPPLIES	FD	$22.13
				47869	20261313	SUPPLIES	FD	$72.43
							Total	**$526.96**
423096	07/16/26	35076	GO PAINTERS	47795	20261855	PAINTING SERVICES	FACIL	$4,816.00
							Total	**$4,816.00**
423097	07/16/26	13888	GORDON FLESCH	47900	20260603	MULTI-FUNCTION COPIERS	CS	$3,914.64
							Total	**$3,914.64**
423098	07/16/26	22533	GRAINGER	47930	20260147	SUPPLIES	WP	$102.96
				47931	20260147	CREDIT 9980520564	WP	($92.54)
							Total	**$10.42**
423099	07/16/26	39981	HAL EMALFARB	47819		R - AR - 1135 - 32380 REFUND RETIREMENT	FIN	$10.22

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							Total	**$10.22**
423100	07/16/26	39202	HARTWIG PLUMBING	47790	20261740	PLUMBING REPAIRS	FACIL	$225.00
							Total	**$225.00**
423101	07/16/26	474	HIGHLAND PARK ELECTRIC	47899	20260518	SSA - 17 ELECTRICAL REPAIRS INSTALLS	CMO	$1,740.84
							Total	**$1,740.84**
423102	07/16/26	1326	HIGHLAND PARK FORD	47812	20260248	PARTS	FLEET	$332.20
				47908	20262186	PARTS	PD	$46.45
				47913	20262186	PARTS	PD	$606.76
				47941	20262186	PARTS	PD	$49.79
				47942	20261591	OUTSIDE REPAIRS	PD	$409.79
							Total	**$1,444.99**
423103	07/16/26	3692	HIGHLAND PARK PD PETTY CASH	47914	20261965	PETTY CASH	PD	$23.74
							Total	**$23.74**
423104	07/16/26	29018	HOME DEPOT CREDIT SERVICE	47797	20260398	SUPPLIES	FACIL	$33.96
				47798	20260398	SUPPLIES	FACIL	$64.95
							Total	**$98.91**
423105	07/16/26	39562	HYENGI LEE	37672	20251866	R - MEAL REIMBURSEMENT**(REISSUE)**	PD	$60.00
							Total	**$60.00**
423106	07/16/26	130	INTERNATIONAL CODE COUNCIL	47833	20262069	IRC STUDY GUIDE	BLDG	$112.50
							Total	**$112.50**
423107	07/16/26	24172	ILEAS ILLINOIS LAW ENFORCEMENT ALARM SYSTEM	47907	20260023	ILEAS ANNUAL DUES	PD	$240.00
							Total	**$240.00**
423108	07/16/26	40158	IRIS GROUP HOLDINGS	47799	20260785	REPLACE FIRE ALARM PANELS	FACIL	$68,344.00
							Total	**$68,344.00**
423109	07/16/26	40337	JOSEPH DEMARCO	47841	20261012	EVENT CONCERTS MUSIC MANAGEMENT	CMO	$22,500.00
							Total	**$22,500.00**
423110	07/16/26	40352	KEEN EYE MEDIA	47853	20261143	EVENT BUSINESS SPOTLIGHT VIDEOS	CMO	$7,500.00
							Total	**$7,500.00**
423111	07/16/26	11901	LAKE COUNTY HOSE	47871	20260686	R - PARTS	TRNST	$143.65
							Total	**$143.65**

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423112	07/16/26	1309	LAKE COUNTY CLERK RECORDING	47898	20260436	RECORDING FEES	PLAN	$848.00
							Total	**$848.00**
423113	07/16/26	23289	LAKE FOREST BANK	47824	20260786	PRK LOT LEASE	FACIL	$3,269.24
							Total	**$3,269.24**
423114	07/16/26	905	LALUZERNE SMITH	47852	20260299	LEGAL SERVICES	LEGL	$6,134.00
							Total	**$6,134.00**
423115	07/16/26	1908	LAWSON PRODUCTS	47761	20262179	SUPPLIES	WTRDS	$759.60
							Total	**$759.60**
423116	07/16/26	26539	LOGSDON	47834	20260519	OFFICE SUPPLIES	BLDG	$858.09
							Total	**$858.09**
423117	07/16/26	34799	LUCAS LANDSCAPING	47877	20260470	TREE REMOVAL	FORST	$1,193.50
							Total	**$1,193.50**
423118	07/16/26	39983	MARY HAYES	47820		R - AR - 1196 - 32381 REFUND RETIREMENT	FIN	$11.10
							Total	**$11.10**
423119	07/16/26	39949	MATRIX IMAGING	47843	20260605	WATER BILL POSTAGE	FIN	$4,278.82
							Total	**$4,278.82**
423120	07/16/26	3027	MCMASTER-CARR	47873	20260148	SUPPLIES	WP	$165.66
							Total	**$165.66**
423121	07/16/26	13379	MENARDS	47788	20260493	SUPPLIES	FACIL	$69.98
							Total	**$69.98**
423122	07/16/26	39589	MICHAEL PACOCHA	47939	20261547	R - TUITION REIMBURSEMENT	HLTH	$869.00
							Total	**$869.00**
423123	07/16/26	17838	MID AMERICAN WATER WAUCONDA	47762	20260121	SUPPLIES	WTRDS	$184.80
							Total	**$184.80**
423124	07/16/26	40489	MK INDUSTRIES	47825	20262097	CABLE TESTING	WP	$660.00
							Total	**$660.00**
423125	07/16/26	18210	MOTION INDUSTRIES	47876	20262208	SUPPLIES	WP	$490.14
							Total	**$490.14**
423126	07/16/26	749	MUTUAL ACE HARDWARE	47763	20260115	SUPPLIES	WTRDS	$38.18
				47764	20260373	SUPPLIES	SEWER	$30.02
				47767	20260228	SUPPLIES	STR	$76.36

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				47768	20260228	SUPPLIES	STR	$107.99
				47769	20260228	SUPPLIES	STR	$125.99
				47770	20260228	SUPPLIES	STR	$12.58
				47772	20260228	SUPPLIES	STR	$17.98
				47773	20260373	SUPPLIES	SEWER	$46.77
				47779	20260409	SUPPLIES	FACIL	$6.29
				47780	20260409	SUPPLIES	FACIL	$8.99
				47781	20260409	SUPPLIES	FACIL	$35.99
				47782	20260409	SUPPLIES	FACIL	$44.98
				47783	20260409	SUPPLIES	FACIL	$10.46
				47784	20260409	SUPPLIES	FACIL	$53.09
				47785	20260409	SUPPLIES	FACIL	$19.79
				47786	20260409	SUPPLIES	FACIL	$25.19
				47787	20260409	SUPPLIES	FACIL	$27.92
				47813	20260409	SUPPLIES	FACIL	$6.92
				47848	20260373	SUPPLIES	SEWER	$67.49
				47851	20260409	SUPPLIES	FACIL	$48.86
							Total	**$811.84**
423127	07/16/26	15041	NCC-PETERSON PRODUCTS	47796	20260821	SUPPLIES	FACIL	$2,433.25
							Total	**$2,433.25**
423128	07/16/26	34878	NORTH AMERICAN	47765	20260371	SUPPLIES	SEWER	$825.04
							Total	**$825.04**
423129	07/16/26	36922	NORTH SHORE AUTO SPA	47909	20260355	CAR WASHES DETAILING	PD	$401.00
				47910	20260355	CAR WASHES DETAILING	PD	$66.00
							Total	**$467.00**
423130	07/16/26	4218	NORTH SHORE GAS	1901032		SRVS @ 525 CENTRAL AVE	FIN	$53.18
				1901129		SRVS @ 0 OLD MILL	FIN	$49.76
				1901233		SRVS @ 1707 ST JOHNS AVE	FIN	$198.88
				1901332		SRVS @ 50 LOGAN LOOP	FIN	$194.14
				1901630		SRVS @ 2035 RICHFIELD AVE	FIN	$101.53
				2206220		SRVS @ 1088 HALF DAY RD	FIN	$330.79

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							Total	**$928.28**
423131	07/16/26	30060	NSN EMPLOYER	47903	20260585	UNEMPLOYMENT ADMINISTRATION	CMO	$395.22
							Total	**$395.22**
423132	07/16/26	37761	PARAGON MICRO	47901	20262223	COMPUTER SOFTWARE	CS	$2,449.94
							Total	**$2,449.94**
423133	07/16/26	39172	PASSPORT LABS	47906	20260308	PASSPORT SYSTEM MAINTENANCE	PD	$12,000.00
							Total	**$12,000.00**
423134	07/16/26	2	PETER BAKER	47823	20262197	ASPHALT	STR	$1,210.88
							Total	**$1,210.88**
423135	07/16/26	36533	PIA ORI	47923	20262290	R - GAS REBATE 2025-26	FIN	$55.90
							Total	**$55.90**
423136	07/16/26	8164	PIERO'S PIZZA	47805	20262202	R - PRESEASON MEETING RAVINIA	TRNST	$141.52
							Total	**$141.52**
423137	07/16/26	39016	PITNEY BOWES	47793	20260609	POSTAGE MACHINES LEASE	FACIL	$592.62
							Total	**$592.62**
423138	07/16/26	15519	POSTAGE-BY-PHONE	47847		CITY POSTAGE REPLENISH	FIN	$4,000.00
							Total	**$4,000.00**
423139	07/16/26	28765	PREMIER DOOR	47794	20260575	DOOR REPAIRS	FACIL	$262.50
							Total	**$262.50**
423140	07/16/26	6701	RALPH BRADLEY	47862	20262276	DOOR REPAIR	FACIL	$1,783.72
							Total	**$1,783.72**
423141	07/16/26	38801	RAQUEL RUIZ	47925	20262292	R - GAS REBATE 2025-26	FIN	$48.29
							Total	**$48.29**
423142	07/16/26	1605	RAY OHERRON	47940	20261774	AMERICA 250 PATCHES	PD	$2,695.00
							Total	**$2,695.00**
423143	07/16/26	39737	REICH FAMILY KITCHENS	47850	20262259	GRANT EXTERIOR IMPROVEMENT	CMO	$868.50
							Total	**$868.50**
423144	07/16/26	24500	REYES MONTEMAYOR	40724	20252908	R - REIMBURSEMENT SUPPLIES**(REISSUE)**	PD	$173.56
							Total	**$173.56**
423145	07/16/26	40445	RILEIGHS OUTDOOR	47840	20262229	SUPPLIES HOLIDAY DECOR	CMO	$32,196.50

Check #	Date	Ven#	Vendor Name	Inv #	PO #	Description/Account	Dept	Amount
							Total	**$32,196.50**
423146	07/16/26	34396	RIPPLE PUBLIC RELATIONS	47842	20260998	EVENT RETAINER ENJOYHP	CMO	$8,409.09
							Total	**$8,409.09**
423147	07/16/26	35737	RUTHANN STOLIAR	47920	20262287	R - GAS REBATE 2025-26	FIN	$47.71
							Total	**$47.71**
423148	07/16/26	11611	SDS HOLDINGS	47804	20260419	UNIFORM SUPPLIES	STR	$205.14
							Total	**$205.14**
423149	07/16/26	1448	SECRETARY STATE VEHICLE	47936	20262310	PLATE FEE	PD	$8.00
							Total	**$8.00**
423150	07/16/26	40515	SHADKIN GREGORY	47928		UB REFUND 3300 DATO	FIN	$5,778.08
							Total	**$5,778.08**
423151	07/16/26	40516	SHAPIRO GERALD	47929		UB REFUND 877 YALE	FIN	$695.11
							Total	**$695.11**
423152	07/16/26	38216	SHARON BELLOFF	47921	20262288	R - GAS REBATE 2025-26	FIN	$48.87
							Total	**$48.87**
423153	07/16/26	675	SHARON KLIBANOW	47836	20260520	HC ACCOUNTING SERVICES	PLAN	$416.25
				47837	20260520	HC ACCOUNTING SERVICES	PLAN	$416.25
							Total	**$832.50**
423154	07/16/26	12533	SHERWIN WILLIAMS	47800	20260394	SUPPLIES	FACIL	$93.02
				47801	20260394	SUPPLIES	FACIL	$12.04
				47802	20260394	SUPPLIES	FACIL	$37.89
				47803	20260394	SUPPLIES	FACIL	$37.37
				47854	20260394	SUPPLIES	FACIL	$64.80
							Total	**$245.12**
423155	07/16/26	26883	STAPLES CREDIT PLAN	47771	20260412	SUPPLIES	FACIL	$1,502.60
				47846	20260549	OFFICE SUPPLIES	FIN	$167.65
							Total	**$1,670.25**
423156	07/16/26	1010	SUNSET FOODS	47855	20261804	SUPPLIES	PLAN	$188.46
							Total	**$188.46**
423157	07/16/26	34529	TA-TUNG CHOU	47932	20262302	R - GAS REBATE 2025-26	FIN	$41.83
							Total	**$41.83**

Check #	Date	Ven#	Vendor Name	Inv #	PO #	Description/Account	Dept	Amount
423158	07/16/26	35282	TARGETSOLUTIONS	47904	20260127	AUDITING TRACKING SOFTWARE	PD	$220.50
							Total	**$220.50**
423159	07/16/26	1599	US POSTMASTER	47872		PERMIT FEE P1 10 MARKETING MAIL	FIN	$390.00
							Total	**$390.00**
423160	07/16/26	19876	VERIZON WIRELESS	47934		CITY PHONES	FIN	$7,351.93
							Total	**$7,351.93**
423161	07/16/26	19876		47935		CITY PHONES	CS	$8,170.91
							Total	**$8,170.91**
423162	07/16/26	39435	VISTRA INTERMEDIATE	2197033		SRVS @ 0 ST JOHNS AVE	FIN	$16.13
				2197128		SRVS @ 3430 WESTERN AVE	FIN	$47.88
				2197233		SRVS @ 50 LOGAN LOOP	FIN	$296.23
				2197324		SRVS @ 1700 N ST JOHNS AVE	FIN	$374.35
				2197423		SRVS @ 0 CENTRAL AVE	FIN	$250.50
				2197514		SRVS @ 1945-51 2ND STREET	FIN	$72.52
				2197733		SRVS @ 0 SHERIDAN RD OLD ELM	FIN	$1.86
				2197929		SRVS @ FIRST ST ELM ST	FIN	$52.18
				2198033		SRVS @ 600 CENTRAL	FIN	$1,806.18
				2198130		SRVS @ 1849 GREENBAY	FIN	$437.24
				2198327		SRVS @ 700 ST. JOHNS	FIN	$109.43
				2198429		SRVS @ 700 ST. JOHNS B	FIN	$6.84
				2198532		SRVS @ 1793 FIRST ST	FIN	$396.49
				2198629		SRVS @ SE LAUREL AVE	FIN	$7.68
				2198732		SRVS @ 1377 DEER CREEK PKWY	FIN	$46.75
				2198832		SRVS @ 0 GREENBAY	FIN	$2,557.69
				2198934		SRVS @ 1769 EASTWOOD	FIN	$47.69
				2199035		SRVS @ OLD DEERFIELD	FIN	$46.63
				2199131		SRVS @ 2888 LEXINGTON	FIN	$47.79
				2199229		SRVS @ 605 LAUREL AVE	FIN	$67.67
				2199428		SRVS @ ROGER WILIIAMS	FIN	$92.16
				2206729		SRVS @ 418 SHERIDAN	FIN	$48.13
				47864	20260014	ELECTRICITY	WP	$220.81

Check #	Date	Ven#	Vendor Name	Inv #	PO #	Description/Account	Dept	Amount
							Total	**$7,050.83**
423163	07/16/26	17122	WAREHOUSE DIRECT	47817	20260035	SUPPLIES	WP	$35.58
				47826	20260035	SUPPLIES	WP	$79.13
							Total	**$114.71**
423164	07/16/26	34483	ZORO TOOLS	47856	20260527	SUPPLIES	FACIL	$35.37
							Total	**$35.37**
							Total	**$322,280.50**

Check #	Date	Ven#	Vendor Name	Inv #	PO #	Description/Account	Dept	Amount
750	07/16/26	39182	AMAZON CAPITAL	47827	20262132	SUPPLIES WELCOME HIRE PACKAGE	HLTH	$199.97
				47829	20260427	OFFICE SUPPLIES	PLAN	$420.78
				47830	20262066	OFFICE SUPPLIES	PLAN	$42.41
				47831	20262066	OFFICE SUPPLIES	PLAN	$51.35
				47832	20262066	OFFICE SUPPLIES	PLAN	$170.30
				47838	20262122	SUPPLIES CANDY	CMO	$317.16
				47839	20262080	RIBBON CUTTING KIT	CMO	$41.98
				47861	20261959	SUPPLIES	FD	$94.04
				47866	20261585	SUPPLIES	SNR	$84.57
				47867	20261996	SUPPLIES	FD	$435.34
				47878	20261969	SUPPLIES EVENT	HLTH	$66.58
				47879	20262022	SUPPLIES	CMO	$73.47
				47880	20261676	SUPPLIES LAPTOPS	CS	$1,399.99
				47881	20261929	EVENT ENJOYHP ACTIVITIES	CMO	$146.52
				47882	20262030	SUPPLIES CHAIRS PORT CLINTON	CMO	$515.94
				47884	20262131	SUPPLIES DECOR	CMO	$52.61
				47886	20262059	EVENT SUPPLIES VASES	HLTH	$52.07
				47888	20261817	SUPPLIES	PD	$223.12
				47890	20260037	SUPPLIES	WP	$63.47
				47893	20260339	OFFICE SUPPLIES	PW	$55.42
				47894	20260406	SUPPLIES	FACIL	$176.39
				47896	20262010	OFFICE SUPPLIES	PW	$783.02
				47897	20262061	OFFICE SUPPLIES	FLEET	$68.97
							Total	**$5,535.47**
751	07/16/26	2527	UNITED PARCEL	47865	20260034	SHIPPING FEES	WP	$14.19
							Total	**$14.19**
							Total	**$5,549.66**

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423165	07/23/26	38327	AEP ENERGY	1853231		SRVS @ 100 HIAWATHA TRL	FIN	$31.61
				1853335		SRVS @ 0 CENTRAL DEERFIELD	FIN	$278.50
				1901739		SRVS @ 0 OLD MILL SKOKIE	FIN	$18,560.94
							Total	**$18,871.05**
423166	07/23/26	14419	AIR ONE EQUIPMENT	48055	20261739	SUPPLIES TURNOUT BOOTS	FD	$640.00
							Total	**$640.00**
423167	07/23/26	39228	ALVAREZ	47981	20261789	HOURLY GROUNDS	FORST	$629.07
							Total	**$629.07**
423168	07/23/26	38925	AMERICAN TESTING INSPECTION	47996	20261295	R - ELEVATOR INSPECTION SERVICES	PLAN	$190.00
				47997	20261295	R - ELEVATOR INSPECTION SERVICES	PLAN	$95.00
				47998	20261295	R - ELEVATOR INSPECTION SERVICES	PLAN	$95.00
				47999	20261295	R - ELEVATOR INSPECTION SERVICES	PLAN	$165.00
				48001	20261295	R - ELEVATOR INSPECTION SERVICES	PLAN	$165.00
				48002	20261295	R - ELEVATOR INSPECTION SERVICES	PLAN	$95.00
				48003	20261295	R - ELEVATOR INSPECTION SERVICES	PLAN	$95.00
				48004	20261295	R - ELEVATOR INSPECTION SERVICES	PLAN	$190.00
				48005	20261295	R - ELEVATOR INSPECTION SERVICES	PLAN	$95.00
				48006	20261295	R - ELEVATOR INSPECTION SERVICES	PLAN	$95.00
				48007	20261295	R - ELEVATOR INSPECTION SERVICES	PLAN	$95.00
				48008	20261295	R - ELEVATOR INSPECTION SERVICES	PLAN	$95.00
				48009	20261295	R - ELEVATOR INSPECTION SERVICES	PLAN	$190.00
				48010	20261295	R - ELEVATOR INSPECTION SERVICES	PLAN	$190.00
				48011	20261295	R - ELEVATOR INSPECTION SERVICES	PLAN	$190.00
				48012	20261295	R - ELEVATOR INSPECTION SERVICES	PLAN	$190.00
				48013	20261295	R - ELEVATOR INSPECTION SERVICES	PLAN	$190.00
				48014	20261295	R - ELEVATOR INSPECTION SERVICES	PLAN	$95.00
				48015	20261295	R - ELEVATOR INSPECTION SERVICES	PLAN	$95.00
				48016	20261295	R - ELEVATOR INSPECTION SERVICES	PLAN	$570.00
				48017	20261295	R - ELEVATOR INSPECTION SERVICES	PLAN	$95.00
				48018	20261295	R - ELEVATOR INSPECTION SERVICES	PLAN	$95.00
				48019	20261295	R - ELEVATOR INSPECTION SERVICES	PLAN	$95.00

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				48020	20261295	R - ELEVATOR INSPECTION SERVICES	PLAN	$95.00
				48021	20261295	R - ELEVATOR INSPECTION SERVICES	PLAN	$95.00
				48022	20261295	R - ELEVATOR INSPECTION SERVICES	PLAN	$95.00
				48023	20261295	R - ELEVATOR INSPECTION SERVICES	PLAN	$190.00
				48024	20261295	R - ELEVATOR INSPECTION SERVICES	PLAN	$95.00
				48026	20261295	R - ELEVATOR INSPECTION SERVICES	PLAN	$190.00
				48027	20261295	R - ELEVATOR INSPECTION SERVICES	PLAN	$190.00
							Total	**$4,415.00**
423169	07/23/26	38925		48000	20261295	R - ELEVATOR INSPECTION SERVICES	PLAN	$75.00
				48025	20261295	R - ELEVATOR INSPECTION SERVICES	PLAN	$95.00
							Total	**$170.00**
423170	07/23/26	40125	ANTHONY CLANCY	39559		REFUND - PLMB-2024-00978	BLDG	$2,000.00
							Total	**$2,000.00**
423171	07/23/26	39403	ARMS SECURITY	48049	20262024	EVENT SECURITY SERVICES FOOD TRUCK THURSDAYS	CMO	$396.00
							Total	**$396.00**
423172	07/23/26	18105	CDW GOVERNMENT	48037	20262317	SUPPLIES	WP	$3,532.73
							Total	**$3,532.73**
423173	07/23/26	23349	CINTAS #22	47946	20260001	UNIFORM RENTAL	WP	$67.72
							Total	**$67.72**
423174	07/23/26	23349		47962	20260237	UNIFORM RENTAL	FLEET	$103.08
				47963	20260195	UNIFORM RENTAL	TRNST	$16.87
				47964	20260400	UNIFORM RENTAL	FACIL	$32.11
				47965	20260417	UNIFORM RENTAL	SEWER	$193.04
				47966	20260365	UNIFORM RENTAL	SEWER	$89.24
				47967	20260366	UNIFORM RENTAL	SEWER	$79.34
				48056	20260158	UNIFORM RENTAL	FD	$7.88
							Total	**$521.56**
423175	07/23/26	2020	CIORBA GROUP	48053	20260670	SHERIDAN RD SIDEWALK	ENG	$4,142.01
							Total	**$4,142.01**
423176	07/23/26	233	CRAFTWOOD LUMBER	47977	20260401	SUPPLIES	FACIL	$71.34
				48029	20260360	SUPPLIES	SEWER	$51.88

Check #	Date	Ven#	Vendor Name	Inv #	PO #	Description/Account	Dept	Amount
							Total	**$123.22**
423177	07/23/26	39447	CREDIT SERVICE INTERNATIONAL	48035	20262334	COLLECTIONS FEE DUE	FIN	$14.25
				48036	20262335	COLLECTIONS FEE DUE	FIN	$389.50
				48038	20262336	COLLECTIONS FEE DUE	FIN	$148.90
							Total	**$552.65**
423178	07/23/26	38817	CUMMINS SOUTHERN PLAINS	47973	20262268	SUPPLIES	WP	$329.64
							Total	**$329.64**
423179	07/23/26	40525	DEVELOPMENT MCNAUGHTON	48031		UB REFUNDS 1066 LIVINGSTON	FIN	$673.10
							Total	**$673.10**
423180	07/23/26	39326	DIMONOFF	48071	20262188	LIGHTING SUPPORT PLATFORM	STR	$1,730.00
							Total	**$1,730.00**
423181	07/23/26	40522	DONNA NOVICKAS	48144	20262355	LEAD SERVICE COST SHARE	WTRDS	$1,788.40
							Total	**$1,788.40**
423182	07/23/26	146	DOUGLAS TOWING SERVICE	48139	20262312	CAR 71 TOW BILL	PD	$225.00
							Total	**$225.00**
423183	07/23/26	37688	EDGAR GABRIEL	48151	20262362	R - ACTIVITIES CONCERTS	SNR	$300.00
							Total	**$300.00**
423184	07/23/26	40501	EDWARD G. KOZAK	48150	20262358	R - BRUNCH LEARN	SNR	$100.00
							Total	**$100.00**
423185	07/23/26	14411	ESRI	48136	20262347	SUBSCRIPTION SOFTWARE	CS	$8,378.00
							Total	**$8,378.00**
423186	07/23/26	19204	PARAMEDIC SERVICES	47982	20260452	R - PLAN REVIEW SERVICES	PLAN	$2,935.00
				47983	20260452	R - PLAN REVIEW SERVICES	PLAN	$315.00
				47984	20260452	R - PLAN REVIEW SERVICES	PLAN	$315.00
				47985	20260452	R - PLAN REVIEW SERVICES	PLAN	$1,145.00
				47986	20260452	R - PLAN REVIEW SERVICES	PLAN	$1,115.00
				47988	20260452	R - PLAN REVIEW SERVICES	PLAN	$530.00
				47989	20260452	R - PLAN REVIEW SERVICES	PLAN	$1,280.00
				47990	20260452	R - PLAN REVIEW SERVICES	PLAN	$310.00
				47991	20260452	R - PLAN REVIEW SERVICES	PLAN	$1,280.00
				47992	20260452	R - PLAN REVIEW SERVICES	PLAN	$500.00

Check #	Date	Ven#	Vendor Name	Inv #	PO #	Description/Account	Dept	Amount
				47993	20260452	R - PLAN REVIEW SERVICES	PLAN	$1,280.00
				47994	20260452	R - PLAN REVIEW SERVICES	PLAN	$295.00
				47995	20260452	R - PLAN REVIEW SERVICES	PLAN	$1,241.00
							Total	**$12,541.00**
423187	07/23/26	15351	FIRE SERVICE	48057	20261987	EQUIPMENT	FD	$3,838.09
							Total	**$3,838.09**
423188	07/23/26	33100	FOSTER COACH SALES	48058	20262170	SUPPLIES	FD	$142.50
				48059	20262187	SUPPLIES	FD	$194.81
							Total	**$337.31**
423189	07/23/26	32940	FRANK SERPE	48040	20262332	R - GAS REBATE 2025-26	FIN	$71.68
							Total	**$71.68**
423190	07/23/26	23546	GALE CERABONA	48044	20260522	PDC MINUTE TAKER	PLAN	$50.00
							Total	**$50.00**
423191	07/23/26	33127	GHIDA S NEUKIRCH	48048	20262329	R - CITY MANAGER REIMBURSEMENT ICMA TRAVEL	CMO	$462.80
							Total	**$462.80**
423192	07/23/26	22533	GRAINGER	47978	20260147	SUPPLIES	WP	$89.09
				47979	20260147	CREDIT 9006468467	WP	($60.00)
							Total	**$29.09**
423193	07/23/26	40341	HAWKINS	48028	20261880	CHEMICAL SUPPLIES	WP	$19,439.59
							Total	**$19,439.59**
423194	07/23/26	474	HIGHLAND PARK ELECTRIC	47944	20260788	LIGHTING MAINTENANCE	STR	$420.00
				47948	20260788	LIGHTING MAINTENANCE	STR	$1,255.00
				47949	20260788	LIGHTING MAINTENANCE	STR	$246.00
				47950	20260788	LIGHTING MAINTENANCE	STR	$1,010.36
							Total	**$2,931.36**
423195	07/23/26	1326	HIGHLAND PARK FORD	48134	20260248	PARTS	FLEET	$64.46
				48135	20262357	PARTS	FLEET	$66.22
				48140	20262186	PARTS	PD	$63.91
				48157	20262186	FLEET PARTS	PD	$303.54
				48158	20262340	FLEET PARTS	PD	$92.90

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							Total	**$591.03**
423196	07/23/26	3692	HIGHLAND PARK POLICE	48137	20262311	PETTY CASH	PD	$10.02
							Total	**$10.02**
423197	07/23/26	3809	HIGHLAND PARK PUBLIC LIBRARY	48064	20260833	2026 REPLACEMENT TAX	FIN	$12,925.82
							Total	**$12,925.82**
423198	07/23/26	3809		48066	20262307	Q2 2026 IMPACT FEES	FIN	$875.97
							Total	**$875.97**
423199	07/23/26	40510	HUGH MARTIN	48132	20262284	CAAG PROGRAM PRESENTER	CMO	$250.00
							Total	**$250.00**
423200	07/23/26	39765	IDEA LANGUAGE	48046	20262285	LETTER TRANSLATION	CMO	$34.14
							Total	**$34.14**
423201	07/23/26	36292	ILLINOIS PUBLIC RISK FUND	48156	20260624	WORKERS COMPENSATION DEDUCTIBLES IPRF	FIN	$107,342.56
							Total	**$107,342.56**
423202	07/23/26	6346	ILLINOIS SECRETARY STATE	48143	20262273	TITLE PLATES	PD	$190.00
							Total	**$190.00**
423203	07/23/26	40518	JIMMY AVILES	47960	20262337	CDL REIMBURSEMENT	SEWER	$61.35
							Total	**$61.35**
423204	07/23/26	40524	KEATS WADE CHRISTINE	48030		UB REFUND 1659 FRIAR TUCK	FIN	$69.20
							Total	**$69.20**
423205	07/23/26	3178	LAKE COUNTY CLERK	48039	20260559	FY2026 TOP TAXPAYERS REPORT	FIN	$5.00
							Total	**$5.00**
423206	07/23/26	40508	LEGEND OF TIME	48051	20262281	GRANT EXTERIOR IMPROVEMENT	CMO	$3,050.00
							Total	**$3,050.00**
423207	07/23/26	661	MABAS DIVISION III	48060	20261267	MEMBERSHIP DUES	FD	$817.00
							Total	**$817.00**
423208	07/23/26	3027	MCMASTER-CARR	48138	20261891	TAMPER PROOF KEY RINGS	PD	$371.90
							Total	**$371.90**
423209	07/23/26	697	MENONI MOCOGNI	47945	20260273	CONCRETE	STR	$1,310.95
				47951	20260370	SUPPLIES	SEWER	$32.95
				48034	20260273	CONCRETE	STR	$1,990.88

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							Total	**$3,334.78**
423210	07/23/26	37471	MICHAEL SCHMIDT	48070	20261546	R - TUITION REIMBURSEMENT	HLTH	$637.60
							Total	**$637.60**
423211	07/23/26	710	MICROSYSTEMS	48069	20260983	MICROSYSTEMS SCANNING SERVICES	CS	$6,304.94
							Total	**$6,304.94**
423212	07/23/26	38616	MIDWEST POWER INDUSTRY	48142	20260957	GENERATOR REPAIRS	WP	$990.00
							Total	**$990.00**
423213	07/23/26	39000	MORENO LANDSCAPE	48155	20260460	HARDSCAPE SERVICES	FORST	$16,731.84
							Total	**$16,731.84**
423214	07/23/26	2078	MOTOROLA	48061	20260604	EQUIPMENT	FD	$1,631.00
							Total	**$1,631.00**
423215	07/23/26	742	MUNICIPAL CLERKS	48153	20262361	MCLC LUNCH	CLRK	$40.00
							Total	**$40.00**
423216	07/23/26	749	MUTUAL ACE HARDWARE	47952	20260373	SUPPLIES	SEWER	$89.99
				47953	20260373	SUPPLIES	SEWER	$121.42
				47954	20260115	SUPPLIES	WTRDS	$87.99
				47956	20260011	SUPPLIES	FORST	$36.87
				47957	20260041	SUPPLIES	WP	$17.09
				47974	20262247	SUPPLIES	FORST	$161.07
				47975	20262247	SUPPLIES	FORST	$143.98
				47976	20260409	SUPPLIES	FACIL	$30.57
							Total	**$688.98**
423217	07/23/26	24170	NORTHSHORE SCHOOL DISTRICT 112	48068	20262306	Q2 2026 IMPACT FEES	FIN	$7,197.63
							Total	**$7,197.63**
423218	07/23/26	7789	ONCE UPON A BAGEL	48145	20261361	R - ACTIVITIES BRUNCH LEARN	SNR	$289.80
							Total	**$289.80**
423219	07/23/26	4739	PARENT PETROLEUM	48062	20262136	SUPPLIES	FD	$1,626.35
							Total	**$1,626.35**
423220	07/23/26	837	PARK DISTRICT HIGHLAND PARK	48065	20262305	Q2 2026 IMPACT FEES	FIN	$6,991.63
							Total	**$6,991.63**
423221	07/23/26	38921	PEERLESS NETWORK	48154		CITY PHONES	FIN	$2,645.99

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							Total	**$2,645.99**
423222	07/23/26	2	PETER BAKER	47961	20262197	ASPHALT	STR	$339.84
							Total	**$339.84**
423223	07/23/26	22908	REID REUTELL	48041	20262333	R - GAS REBATE 2025-26	FIN	$42.62
							Total	**$42.62**
423224	07/23/26	14680	ROWELL CHEMICAL	48141	20260263	CHEMICAL SUPPLIES	WP	$10,877.85
							Total	**$10,877.85**
423225	07/23/26	1448	SECRETARY STATE VEHICLE	48042	20262338	TITLES PLATES	FLEET	$173.00
							Total	**$173.00**
423226	07/23/26	40516	SHAPIRO GERALD	48033		UB REFUND 877 YALE	FIN	$122.97
							Total	**$122.97**
423227	07/23/26	40123	SHERIDAN PLUMBING	48054	20261296	ENG US ROUTE 41 WM	ENG	$1,000.96
							Total	**$1,000.96**
423228	07/23/26	34941	SIGNATURE TRANSPORTATION	48146	20260826	R - EXCURSIONS TRANSPORTATION	SNR	$1,099.28
							Total	**$1,099.28**
423229	07/23/26	34941		48147	20260826	R - EXCURSIONS TRANSPORTATION	SNR	$989.20
							Total	**$989.20**
423230	07/23/26	40526	STEVEN GORDON	48032		UB REFUND 1775 MCCRAREN	FIN	$69.26
							Total	**$69.26**
423231	07/23/26	40452	TANIN AUTO	48043	20261946	REPAIRS	FLEET	$349.99
							Total	**$349.99**
423232	07/23/26	39966	THE BARN STEAKHOUSE 2	48149	20262181	R - ACTIVITIES THE BARN DINNER EVENTS	SNR	$1,540.00
							Total	**$1,540.00**
423233	07/23/26	40394	THORNTON TOMASETTI	48052	20261787	PROJECT PROFESSIONAL SERVICES	SUST	$21,740.00
							Total	**$21,740.00**
423234	07/23/26	34926	TKG ENVIRONMENTAL	47955	20261302	STREET SWEEPING	STR	$600.00
							Total	**$600.00**
423235	07/23/26	1355	TOWNSHIP HIGH SCHOOL DIST #113	48067	20262304	Q2 2026 IMPACT FEES	FIN	$2,238.77
							Total	**$2,238.77**
423236	07/23/26	34842	TRIBUNE PUBLISHING	48045	20260525	PUBLIC HEARING NOTICES ZBA	PLAN	$126.01

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							Total	**$126.01**
423237	07/23/26	15397	HD SUPPLY	47980	20260040	SUPPLIES	WP	$28.50
							Total	**$28.50**
							Total	**$306,228.75**

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752	07/23/26	37940	ELROD FRIEDMAN	48050	20260298	LEGAL SERVICES	LEGL	$74,356.00
							Total	**$74,356.00**
753	07/23/26	15441	WILLIAMS ARCHITECTS	48063	20260926	ARCHITECTURAL ENGINEERING SERVICES	FD	$25,070.82
							Total	**$25,070.82**
754	07/23/26	38881	WILLIAMS SCOTSMAN	48133	20260948	STORAGE CONTAINER SCULPTURE	CMO	$168.00
							Total	**$168.00**
							Total	**$99,594.82**

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423238	07/30/26	35455	ADVANCED TREE CARE	48212	20260472	TREE PRUNING	FORST	$1,100.00
							Total	**$1,100.00**
423239	07/30/26	38925	AMERICAN TESTING INSPECTION	48278	20261295	R - ELEVATOR INSPECTION SERVICES	PLAN	$190.00
				48279	20261295	R - ELEVATOR INSPECTION SERVICES	PLAN	$95.00
				48283	20261295	R - ELEVATOR INSPECTION SERVICES	PLAN	$95.00
				48285	20261295	R - ELEVATOR INSPECTION SERVICES	PLAN	$95.00
				48286	20261295	R - ELEVATOR INSPECTION SERVICES	PLAN	$95.00
				48288	20261295	R - ELEVATOR INSPECTION SERVICES	PLAN	$285.00
				48289	20261295	R - ELEVATOR INSPECTION SERVICES	PLAN	$95.00
				48291	20261295	R - ELEVATOR INSPECTION SERVICES	PLAN	$190.00
							Total	**$1,140.00**
423240	07/30/26	40534	ANDRES TAPIA	48277	20262404	R - REAL ESTATE TRANSFER STAMP	FIN	$795.00
							Total	**$795.00**
423241	07/30/26	36494	ANIMAL QUEST ENTERTAINMENT	48308	20261527	PETTING ZOO NNN	PD	$416.00
							Total	**$416.00**
423242	07/30/26	30309	ARLINGTON POWER EQUIPMENT	48267	20260225	REPAIRS	FLEET	$280.78
				48268	20260225	REPAIRS	FLEET	$78.47
							Total	**$359.25**
423243	07/30/26	31277	ARMANDO SUAREZ	48164	20262348	R - TOOL ALLOWANCE	TRNST	$235.68
				48166	20260251	TOOLS	FLEET	$41.59
							Total	**$277.27**
423244	07/30/26	39403	ARMS SECURITY	48240	20262157	ENJOY HP EVENTS	CMO	$396.00
							Total	**$396.00**
423245	07/30/26	15184	AVALON PETROLEUM	48269	20260278	UNLEADED FUEL	FLEET	$27,556.20
							Total	**$27,556.20**
423246	07/30/26	34391	B & F CONSTRUCTION CODE	48294	20261830	INSPECTION SERVICES	PLAN	$4,891.88
							Total	**$4,891.88**
423247	07/30/26	21972	BEAVER SHREDDING	48245	20261208	DOCUMENT SHREDDING	HLTH	$85.00
							Total	**$85.00**
423248	07/30/26	39012	BEC ENTERPRISES	48183	20262356	PARTS	FLEET	$1,059.83
				48184	20262356	PARTS	FLEET	$53.10

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							Total	**$1,112.93**
423249	07/30/26	35782	BITTER JESTER FOUNDATION	48239	20262360	ENTERTAINMENT	CMO	$1,500.00
							Total	**$1,500.00**
423250	07/30/26	39085	CHC WELLNESS	48248	20261061	WELLNESS MANAGEMENT FEE ANNUAL	HLTH	$67.00
							Total	**$67.00**
423251	07/30/26	23349	CINTAS #22	48209	20260001	UNIFORM RENTAL	WP	$67.72
							Total	**$67.72**
423252	07/30/26	23349		48203	20260366	UNIFORM RENTAL	SEWER	$79.34
				48204	20260365	UNIFORM RENTAL	SEWER	$89.24
				48205	20260417	UNIFORM RENTAL	SEWER	$89.22
				48206	20260400	UNIFORM RENTAL	FACIL	$32.11
				48207	20260237	UNIFORM RENTAL	FLEET	$103.08
				48208	20260195	UNIFORM RENTAL	TRNST	$16.87
				48242	20260158	UNIFORM RENTAL	FD	$6.22
				48250	20260048	UNIFORM RENTAL	PD	$6.90
							Total	**$422.98**
423253	07/30/26	26496	COMCAST CABLE	48247	20260596	INTERNET BACKUP PD	CS	$349.68
							Total	**$349.68**
423254	07/30/26	26496		48246	20261167	INTERNET CITYWIDE INTERNET SERVICE	CS	$1,910.36
							Total	**$1,910.36**
423255	07/30/26	35430	COMMONWEALTH EDISON	1840237		SRVS @ CENTRAL AVE SHERIDAN	FIN	$37.35
				1840435		SRVS @ SECOND ST CENTRAL	FIN	$37.35
				1840839		SRVS @ 777 N ST JOHNS AVE	FIN	$98.10
				1900932		SRVS @ 1E SHERIDAN PARK AVE	FIN	$130.76
							Total	**$303.56**
423256	07/30/26	33260	CONSTELLATION	48298	20261785	NATURAL GAS	WP	$1,593.20
							Total	**$1,593.20**
423257	07/30/26	14821	CORE MAIN	48215	20260367	SUPPLIES	SEWER	$95.97
							Total	**$95.97**
423258	07/30/26	233	CRAFTWOOD LUMBER	48243	20260902	SUPPLIES	FD	$4.19
							Total	**$4.19**

Check #	Date	Ven#	Vendor Name	Inv #	PO #	Description/Account	Dept	Amount
423259	07/30/26	39349	DEEPWALK RESEARCH	48160	20261652	SIDEWALK ASSESSMENT	ENG	$24,965.00
							Total	**$24,965.00**
423260	07/30/26	34010	CANTERBURY DIAMOND	48185	20260206	PARTS	FLEET	$886.00
							Total	**$886.00**
423261	07/30/26	40527	DIANE BROWN	48261	20262368	R - GAS REBATE 2025-26	FIN	$130.43
							Total	**$130.43**
423262	07/30/26	40521	DOMENIC SCIARRONE	47959		REFUND - VAR-2026-00068	BLDG	$297.96
							Total	**$297.96**
423263	07/30/26	35874	DOROTHY BASKERVILLE	48262	20262369	R - GAS REBATE 2025-26	FIN	$65.98
							Total	**$65.98**
423264	07/30/26	38347	RJS UNITED	48241	20261541	ENJOY HP EVENTS BANNERS SIGNBOARDS	CMO	$1,490.00
							Total	**$1,490.00**
423265	07/30/26	1120	EH WACHS	48273	20260244	PARTS	FLEET	$324.00
							Total	**$324.00**
423266	07/30/26	23105	EJ EQUIPMENT	48178	20261424	PARTS VAC-CON	FLEET	$352.11
							Total	**$352.11**
423267	07/30/26	34351	EUROFINS EATON ANALYTICAL	48255	20260930	LAB SERVICES	WP	$35.25
				48256	20260930	LAB SERVICES	WP	$35.25
							Total	**$70.50**
423268	07/30/26	40054	FEDERAL SIGNAL	48272	20260257	PARTS	FLEET	$228.55
							Total	**$228.55**
423269	07/30/26	405	FEDEX	48274	20262262	POSTAGE FEE	PD	$19.56
							Total	**$19.56**
423270	07/30/26	19204	PARAMEDIC SERVICES	48231	20260452	R - PLAN REVIEW SERVICES	PLAN	$123.00
				48232	20260452	R - PLAN REVIEW SERVICES	PLAN	$540.00
				48233	20260452	R - PLAN REVIEW SERVICES	PLAN	$170.00
				48234	20260452	R - PLAN REVIEW SERVICES	PLAN	$425.00
				48236	20260452	R - PLAN REVIEW SERVICES	PLAN	$530.00
				48237	20260452	R - PLAN REVIEW SERVICES	PLAN	$600.00
				48238	20260452	R - PLAN REVIEW SERVICES	PLAN	$540.00
				48299	20260452	R - PLAN REVIEW SERVICES	PLAN	$600.00

Check #	Date	Ven#	Vendor Name	Inv #	PO #	Description/Account	Dept	Amount
				48302	20260452	R - PLAN REVIEW SERVICES	PLAN	$265.00
				48303	20260452	R - PLAN REVIEW SERVICES	PLAN	$4,617.50
							Total	**$8,410.50**
423271	07/30/26	40019	GENUINE PARTS	48168	20260261	R - PARTS SUPPLIES PACE BUS	TRNST	$52.80
				48186	20260484	SUPPLIES OIL FLUID	FLEET	$15.02
				48187	20260675	PARTS	FLEET	$38.79
				48188	20260675	PARTS	FLEET	$80.40
				48189	20260675	PARTS	FLEET	($67.25)
				48190	20260675	PARTS	FLEET	$67.25
				48191	20260675	PARTS	FLEET	$526.26
				48192	20260675	PARTS	FLEET	$3.94
				48193	20260675	PARTS	FLEET	$107.00
				48194	20260675	PARTS	FLEET	($55.00)
				48195	20260675	PARTS	FLEET	($84.60)
				48196	20260675	PARTS	FLEET	$8.16
				48197	20260675	PARTS	FLEET	$312.14
				48198	20260675	PARTS	FLEET	$131.09
				48199	20260675	PARTS	FLEET	$671.12
				48200	20260675	PARTS	FLEET	$11.07
				48223	20260675	PARTS	FLEET	$113.06
				48224	20260675	PARTS	FLEET	($18.16)
				48225	20260675	PARTS	FLEET	$14.52
				48226	20260675	PARTS	FLEET	$63.56
				48227	20260675	PARTS	FLEET	$197.30
							Total	**$2,188.47**
423272	07/30/26	37548	GFL ENVIRONMENTAL	48228	20261543	SERVICES	FLEET	$389.85
							Total	**$389.85**
423273	07/30/26	22533	GRAINGER	48314	20260147	SUPPLIES	WP	$47.49
							Total	**$47.49**
423274	07/30/26	2699	GUY SCOPELLITI	48174	20261662	FLOWER PLANTING	FORST	$37,144.28
							Total	**$37,144.28**

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423275	07/30/26	474	HIGHLAND PARK ELECTRIC	48293	20260788	LIGHTING MAINTENANCE	STR	$2,000.00
							Total	**$2,000.00**
423276	07/30/26	1326	HIGHLAND PARK FORD	48181	20262357	PARTS	FLEET	$152.24
				48266	20262357	PARTS	FLEET	$183.82
							Total	**$336.06**
423277	07/30/26	1326		48310	20261301	VEHICLES PURCHASE	PD	$47,926.00
							Total	**$47,926.00**
423278	07/30/26	1326		48311	20261301	VEHICLES PURCHASE	PD	$32,480.00
							Total	**$32,480.00**
423279	07/30/26	36949	IDEXX DISTRIBUTION	48281	20260258	SUPPLIES	WP	$900.66
				48282	20262379	SUPPLIES	WP	$400.00
				48284	20262406	SUPPLIES	WP	$152.13
				48287	20260258	CREDIT 3206314771	WP	($153.88)
							Total	**$1,298.91**
423280	07/30/26	18478	IDLEWOOD ELECTRIC	48167	20262260	SUPPLIES	WP	$699.95
							Total	**$699.95**
423281	07/30/26	21102	ILLINOIS DEPT PUBLIC HEALTH	48263		VITAL RECORDS SURCHARGE DISBURSEMENT	FIN	$2,620.00
							Total	**$2,620.00**
423282	07/30/26	31870	J.G. UNIFORMS	48251	20260690	SUPPLIES CSO UNIFORMS	PD	$158.00
							Total	**$158.00**
423283	07/30/26	33275	JX ENTERPRISES	48163	20262110	R - PARTS	TRNST	$210.84
							Total	**$210.84**
423284	07/30/26	40529	KEVIN MCGRATH	48159		REFUND - PUD-2025-00059	BLDG	$1,317.49
							Total	**$1,317.49**
423285	07/30/26	1908	LAWSON PRODUCTS	48170	20260319	SUPPLIES	FLEET	$162.70
				48171	20260319	SUPPLIES	FLEET	$63.50
				48172	20260319	SUPPLIES	FLEET	$401.16
				48173	20260319	SUPPLIES	FLEET	$117.80
				48175	20260319	SUPPLIES	FLEET	($117.80)
							Total	**$627.36**

Check #	Date	Ven#	Vendor Name	Inv #	PO #	Description/Account	Dept	Amount
423286	07/30/26	38916	ACER TREE	48275	20260468	TREE MAINTENANCE	FORST	$3,560.67
				48276	20260468	TREE MAINTENANCE	FORST	$2,930.86
							Total	**$6,491.53**
423287	07/30/26	39858	LINDE GAS	48176	20260250	GASES	FLEET	$311.35
							Total	**$311.35**
423288	07/30/26	39738	LOUIE'S THRONE	48304	20261062	EVENTS ENJOYHP SANITATION SERVICES	CMO	$381.10
							Total	**$381.10**
423289	07/30/26	40033	LUNIKS ENTERTAINMENT	48309	20261747	NATIONAL NIGHT OUT DJ	PD	$500.00
							Total	**$500.00**
423290	07/30/26	40335	M&N TOWING	44109	20260917	TOW POLICE VEHICLE	PD	$275.00
							Total	**$275.00**
423291	07/30/26	697	MENONI MOCOGNI	48161	20260273	CONCRETE	STR	$937.38
							Total	**$937.38**
423292	07/30/26	39940	MES I ACQUISITION	48244	20262209	SUPPLIES	FD	$188.00
							Total	**$188.00**
423293	07/30/26	40532	MICHAEL PINSEL	48306	20262392	R - TREE DAMAGE FENCE REIMBURSEMENT	FIN	$2,890.00
							Total	**$2,890.00**
423294	07/30/26	39000	MORENO LANDSCAPE	48258	20260999	ROUTINE GROUNDS	FORST	$12,508.00
				48259	20260460	HARDSCAPE SERVICES	FORST	$7,818.72
							Total	**$20,326.72**
423295	07/30/26	749	MUTUAL ACE HARDWARE	48182	20260184	PARTS	FLEET	$21.98
				48216	20260228	SUPPLIES	STR	$7.19
				48217	20260228	SUPPLIES	STR	$24.98
				48270	20260184	PARTS	FLEET	$20.69
				48295	20260228	SUPPLIES	STR	$65.96
							Total	**$140.80**
423296	07/30/26	38816	NICHOLAS BARNES	48249	20262342	R - COMMISSION MEETING	HLTH	$67.42
							Total	**$67.42**
423297	07/30/26	36922	NORTH SHORE AUTO SPA	48307	20260355	CAR WASHES DETAILING	PD	$66.00
							Total	**$66.00**
423298	07/30/26	33907	NORTHWEST TRUCKS	48230	20260252	PARTS	FLEET	$101.03

Check #	Date	Ven#	Vendor Name	Inv #	PO #	Description/Account	Dept	Amount
							Total	**$101.03**
423299	07/30/26	2	PETER BAKER	48254	20262197	ASPHALT	STR	$1,018.24
							Total	**$1,018.24**
423300	07/30/26	8164	PIERO'S PIZZA	48213	20261158	CREW MEAL	STR	$90.63
				48292	20261158	CREW MEAL	STR	$122.59
							Total	**$213.22**
423301	07/30/26	40517	ROB BEARMAN	48162	20262367	LEAD SERVICE COST SHARE	WTRDS	$3,904.76
							Total	**$3,904.76**
423302	07/30/26	25207	RUSH TRUCK CENTER ILLINOIS	48229	20261099	PARTS	FLEET	$895.00
							Total	**$895.00**
423303	07/30/26	37256	RUSSO POWER EQUIPMENT	48169	20260179	PARTS	FLEET	$183.99
							Total	**$183.99**
423304	07/30/26	40531	SANDY BERKSON	48313	20262396	R - CANASTA CLASS	SNR	$84.00
							Total	**$84.00**
423305	07/30/26	16787	SCOTT LEVENFELD	48305	20260312	2026 HEARING OFFICER SERVICES	LEGL	$1,150.00
							Total	**$1,150.00**
423306	07/30/26	11611	SDS HOLDINGS	48214	20260376	UNIFORM SUPPLIES	SEWER	$150.83
				48218	20260982	UNIFORM SUPPLIES	ENG	$250.00
							Total	**$400.83**
423307	07/30/26	5209	STRAND	48210	20261123	ENGINEERING SERVICES	WP	$4,081.16
				48211	20261654	ENGINEERING SERVICES	WP	$1,115.80
							Total	**$5,196.96**
423308	07/30/26	40430	SWANSONFLO	48201	20261812	PARTS	WP	$760.00
				48202	20261812	PARTS	WP	$5,639.71
							Total	**$6,399.71**
423309	07/30/26	15751	UNION PACIFIC RAILROAD	48260	20260608	2026 UP LOT LEASE	FIN	$560.92
							Total	**$560.92**
423310	07/30/26	15397	HD SUPPLY	48252	20260420	SERVICE SUPPLIES	WP	$152.28
							Total	**$152.28**
423311	07/30/26	19876	VERIZON WIRELESS	48296	20260488	WATER METER DATA COLLECTORS	WTRDS	$175.14
							Total	**$175.14**

Check #	Date	Ven#	Vendor Name	Inv #	PO #	Description/Account	Dept	Amount
423312	07/30/26	13173	VILLAGE GLENVIEW	48312	20260465	CONSOLIDATED DISPATCH SERVICES	PD	$416,905.86
							Total	**$416,905.86**
423313	07/30/26	39435	VISTRA INTERMEDIATE	48165	20260014	ELECTRICITY	WP	$2,170.21
				48290	20262228	ELECTRICITY	WP	$59,975.21
							Total	**$62,145.42**
423314	07/30/26	39139	WILDAN ENGINEERING	48300	20261279	R - STRUCTURAL PLAN REVIEW SERVICES	PLAN	$1,350.00
				48301	20261818	R - PLAN REVIEW SERVICES	PLAN	$1,080.00
							Total	**$2,430.00**
423315	07/30/26	34483	ZORO TOOLS	48220	20262112	SUPPLIES	WP	$105.01
				48221	20262112	SUPPLIES	WP	$130.84
				48222	20262112	CREDIT INV19591448	WP	($46.60)
				48271	20262351	PARTS	FLEET	$129.13
							Total	**$318.38**
							Total	**$745,940.52**

Check #	Date	Ven#	Vendor Name	Inv #	PO #	Description/Account	Dept	Amount
755	07/30/26	36932	COSTCO VISA FLEX	48264	20260416	SUPPLIES	FACIL	$449.06
				48265	20260416	SUPPLIES	FACIL	$75.00
							Total	**$524.06**
756	07/30/26	2527	UNITED PARCEL SERVICE	48253	20260034	POSTAGE FEE	WP	$31.50
				48257	20260034	SHIPPING FEES	WP	$14.27
							Total	**$45.77**
							Total	**$569.83**

Check #	Date	Ven#	Vendor Name	Inv #	PO #	Description/Account	Dept	Amount
423316	08/06/26	33449	ADVOCATE OCCUPATIONAL HEALTH	48328	20260202	R - MEDICAL SERVICES PACE	TRNST	$90.00
				48329	20261403	R - MEDICAL SERVICES RAVINIA	TRNST	$66.00
							Total	**$156.00**
423317	08/06/26	39091	ALYSSA KNOBEL	48421	20260779	CRISIS COMMUNICATIONS CONSULTANT	CMO	$300.00
							Total	**$300.00**
423318	08/06/26	45	RENTOKIL	48409	20261614	PEST CONTROL	FORST	$235.00
							Total	**$235.00**
423319	08/06/26	31277	ARMANDO SUAREZ	48379	20260251	TOOLS	FLEET	$209.07
							Total	**$209.07**
423320	08/06/26	34884	ATLAS COPCO COMPRESSORS	48345	20262399	REPAIRS	WP	$709.03
				48346	20261606	REPAIRS	WP	$135.97
							Total	**$845.00**
423321	08/06/26	40533	BAKER TILLY	48419	20260606	2025 AUDIT FIELDWORK	FIN	$9,527.00
							Total	**$9,527.00**
423322	08/06/26	5885	BAXTER & WOODMAN	48427	20261708	MS4	ENG	$1,800.00
				48428	20261708	MS4	ENG	$1,200.00
				48429	20261708	MS4	ENG	$350.00
							Total	**$3,350.00**
423323	08/06/26	36646	BEN MILLER	48315	20262416	R - PER DIEM	FORST	$120.00
							Total	**$120.00**
423324	08/06/26	37558	BP LAWN SPRINKLERS	48351	20262109	LAWN SPRINKLER MAINTENANCE	FACIL	$3,433.27
				48352	20262109	LAWN SPRINKLER MAINTENANCE	FACIL	$5,152.23
				48353	20262109	LAWN SPRINKLER MAINTENANCE	FACIL	$447.36
							Total	**$9,032.86**
423325	08/06/26	15846	CHICAGOLAND PAVING	48394	20261337	ASPHALT PAVEMENT PATCHING	STR	$255,391.27
							Total	**$255,391.27**
423326	08/06/26	33433	CHRISTOPHER B. BURKE ENGINEERING	48407	20261065	ENGINEERING SERVICES	FACIL	$847.00
							Total	**$847.00**
423327	08/06/26	23349	CINTAS #22	48347	20260001	UNIFORM RENTAL	WP	$67.72
							Total	**$67.72**

Check #	Date	Ven#	Vendor Name	Inv #	PO #	Description/Account	Dept	Amount
423328	08/06/26	23349		48322	20260237	UNIFORM RENTAL	FLEET	$103.08
				48323	20260195	UNIFORM RENTAL	TRNST	$16.87
				48324	20260400	UNIFORM RENTAL	FACIL	$32.11
				48325	20260417	UNIFORM RENTAL	SEWER	$89.22
				48326	20260365	UNIFORM RENTAL	SEWER	$89.24
				48327	20260366	UNIFORM RENTAL	SEWER	$79.34
							Total	**$409.86**
423329	08/06/26	233	CRAFTWOOD LUMBER	48354	20260401	SUPPLIES	FACIL	$16.38
							Total	**$16.38**
423330	08/06/26	40550	EMILIO TRUJILLO	48375	20262451	R - CDL RENEWAL REIMBURSEMENT	STR	$60.00
							Total	**$60.00**
423331	08/06/26	358	ERNIES WRECKER	48382	20262455	R - TOWING BUSES	TRNST	$700.00
							Total	**$700.00**
423332	08/06/26	40555	FALLAS ANDREA	48376		UB REFUND 3203 DATO AVE	FIN	$110.49
							Total	**$110.49**
423333	08/06/26	35589	FERGUSON US HOLDINGS	48395	20261274	WATER METERS	WTRDS	$7,248.00
				48396	20261274	WATER METERS	WTRDS	$4,383.00
				48397	20260992	WATER METERS	WTRDS	$9,600.00
							Total	**$21,231.00**
423334	08/06/26	40543	GREG LEHMANN	48374	20262454	VOLUNTARY SEWER LATERAL COST SHARE	SEWER	$1,260.00
							Total	**$1,260.00**
423335	08/06/26	2699	GUY SCOPELLITI	48319	20261619	FLOWER WATERING	FORST	$7,854.00
				48320	20260672	HOURLY GROUNDS	FORST	$3,255.00
				48321	20260672	HOURLY GROUNDS	FORST	$1,770.00
							Total	**$12,879.00**
423336	08/06/26	20187	HAGG PRESS	48415	20261658	PRINTING	SNR	$3,101.00
							Total	**$3,101.00**
423337	08/06/26	40528	HANNAH KOSIEK	48317	20262415	R - PER DIEM	FORST	$120.00
							Total	**$120.00**
423338	08/06/26	39202	HARTWIG PLUMBING	48357	20261740	PLUMBING REPAIRS	FACIL	$4,430.00
							Total	**$4,430.00**

Check #	Date	Ven#	Vendor Name	Inv #	PO #	Description/Account	Dept	Amount
423339	08/06/26	1326	HIGHLAND PARK FORD	48377	20262357	PARTS	FLEET	$117.69
				48378	20262357	PARTS	FLEET	$283.14
							Total	**$400.83**
423340	08/06/26	1430	IRELAND HEATING	48355	20260577	HVAC SERVICES	FACIL	$106.29
				48356	20261488	HVAC REPAIRS	FACIL	$48.71
				48372	20260784	HVAC MAINTENANCE	FACIL	$1,180.25
							Total	**$1,335.25**
423341	08/06/26	151	JIM KENDROS	48416	20261998	R - RAVINIA REVEALED	SNR	$200.00
							Total	**$200.00**
423342	08/06/26	25342	JOSEPH J HENDERSON	48413	20262089	MECHANICAL SERVICES	WP	$15,322.06
							Total	**$15,322.06**
423343	08/06/26	31064	JUDITH STERN FRIEDMAN	48414	20260720	R - CLASSES MOVE LIFE CRAFT	SNR	$362.48
							Total	**$362.48**
423344	08/06/26	38244	KLOEPFER	48318	20262422	EMERGENCY WATER MAIN REPAIR	SEWER	$5,596.60
							Total	**$5,596.60**
423345	08/06/26	7917	LEACH ENTERPRISES	48384	20260249	PARTS	FLEET	$6.32
							Total	**$6.32**
423346	08/06/26	38916	ACER TREE	48342	20260468	TREE MAINTENANCE	FORST	$9,730.03
				48343	20261127	TREE MAINTENANCE	FORST	$4,126.70
				48344	20262444	TREE MAINTENANCE	FORST	$1,473.87
				48408	20262444	TREE MAINTENANCE	FORST	$8,409.29
							Total	**$23,739.89**
423347	08/06/26	31422	LITTLE TOMMY'S PLUMBING	48358	20261772	PLUMBING SERVICES	FACIL	$41.00
							Total	**$41.00**
423348	08/06/26	40242	LORI FINK	48426	20262418	911 JUDSON AVE	ENG	$600.00
							Total	**$600.00**
423349	08/06/26	697	MENONI MOCOGNI	48399	20260114	SUPPLIES	WTRDS	$95.00
							Total	**$95.00**
423350	08/06/26	38616	MIDWEST POWER	48348	20262366	REPAIRS	WP	$4,398.68
							Total	**$4,398.68**
423351	08/06/26	749	MUTUAL ACE HARDWARE	48360	20260409	SUPPLIES	FACIL	$37.79

Check #	Date	Ven#	Vendor Name	Inv #	PO #	Description/Account	Dept	Amount
				48361	20260409	SUPPLIES	FACIL	$24.21
				48362	20260409	SUPPLIES	FACIL	$1.79
				48363	20260373	SUPPLIES	SEWER	$18.82
				48400	20260373	SUPPLIES	SEWER	$18.97
							Total	**$101.58**
423352	08/06/26	15041	NCC-PETERSON	48364	20260821	JANITORIAL SUPPLIES	FACIL	$3,887.45
				48365	20260821	JANITORIAL SUPPLIES	FACIL	$1,824.28
							Total	**$5,711.73**
423353	08/06/26	38930	PACE ANALYTICAL	48412	20260847	LAB SERVICES	WP	$1,280.00
							Total	**$1,280.00**
423354	08/06/26	39016	PITNEY BOWES	48366	20260609	POSTAGE MACHINES LEASE	FACIL	$592.62
				48367	20260609	POSTAGE MACHINES LEASE	FACIL	$310.20
				48368	20260609	POSTAGE MACHINES LEASE	FACIL	$166.10
							Total	**$1,068.92**
423355	08/06/26	9102	POMP'S TIRE	48383	20260240	TIRES	FLEET	$32.10
							Total	**$32.10**
423356	08/06/26	39438	PUMPING SOLUTIONS	48350	20262318	SUPPLIES	WP	$3,965.11
							Total	**$3,965.11**
423357	08/06/26	14680	ROWELL CHEMICAL	48390	20260263	CHEMICAL SUPPLIES	WP	$10,910.49
							Total	**$10,910.49**
423358	08/06/26	12533	SHERWIN WILLIAMS	48369	20260394	SUPPLIES	FACIL	$43.15
							Total	**$43.15**
423359	08/06/26	34941	SIGNATURE TRANSPORTATION GROUP	48417	20260826	R - EXCURSIONS TRANSPORTATION	SNR	$934.16
							Total	**$934.16**
423360	08/06/26	34941		48418	20260826	R - EXCURSIONS TRANSPORTATION	SNR	$1,209.35
							Total	**$1,209.35**
423361	08/06/26	40321	SJ FLYNN PUBLIC RELATOR	48420	20261221	SSA - 17 RETAINER	CMO	$4,100.00
				48422	20261221	SSA - 17 RETAINER	CMO	$4,100.00
							Total	**$8,200.00**
423362	08/06/26	26883	STAPLES CREDIT PLAN	48370	20260412	SUPPLIES	FACIL	$162.62

Check #	Date	Ven#	Vendor Name	Inv #	PO #	Description/Account	Dept	Amount
				48371	20260412	SUPPLIES	FACIL	$54.68
				48373	20260412	SUPPLIES	FACIL	$34.99
							Total	**$252.29**
423363	08/06/26	1572	TERMINAL SUPPLY	48380	20260313	PARTS	FLEET	$76.06
							Total	**$76.06**
423364	08/06/26	34926	TKG ENVIRONMENTAL	48391	20261302	STREET SWEEPING	STR	$600.00
				48392	20261302	STREET SWEEPING	STR	$600.00
				48393	20261302	STREET SWEEPING	STR	$600.00
							Total	**$1,800.00**
423365	08/06/26	33537	TRANSIT HOLDING	48389	20262034	R - PARTS	TRNST	$122.64
							Total	**$122.64**
423366	08/06/26	31841	USIC LOCATING	48410	20260789	UTILITY LOCATES	WTRDS	$12,856.92
				48411	20260621	UTILITY LOCATES	WTRDS	$2,363.88
							Total	**$15,220.80**
423367	08/06/26	38898	VERIZON COMMUNICATIONS	48381	20260281	GPS	FLEET	$783.02
							Total	**$783.02**
423368	08/06/26	17122	WAREHOUSE DIRECT	48359	20262008	FURNITURE	FACIL	$1,675.00
							Total	**$1,675.00**
423369	08/06/26	34483	ZORO TOOLS	48349	20262112	SUPPLIES	WP	$697.98
				48385	20262386	R - SUPPLIES	TRNST	$160.00
				48386	20262387	R - OFFICE SUPPLIES	TRNST	$160.00
				48387	20262413	SUPPLIES	FLEET	$106.00
				48388	20262413	SUPPLIES	FLEET	$44.78
							Total	**$1,168.76**
							Total	**$431,051.92**

Check #	Date	Ven#	Vendor Name	Inv #	PO #	Description/Account	Dept	Amount
758	08/06/26	32860	JPMORGAN MASTERCARD	48423		JULY 2026 CREDIT CARD	FIN	$13,340.00
							Total	**$13,340.00**
							Total	**$13,340.00**

Staff Report

Meeting Date: August 17, 2026

Staff Contact: Jennifer Dotson, Executive Assistant to the Mayor and City Manager

Department: City Manager's Office

Title: September is Suicide Prevention Awareness Month

Recommendation:

Attachments:

1. Suicide Prevention Month September 2026

City of Highland Park
Mayoral Proclamation

Recognizing
Suicide Prevention Awareness Month

WHEREAS, September is National Suicide Prevention Awareness Month to help promote resources and awareness around the issues of suicide prevention. It teaches how to help others and how to talk about suicide without increasing the risk of harm; and

WHEREAS, suicidal thoughts can affect anyone regardless of age, gender or background; and

WHEREAS, Suicide is the third leading cause of death among young people; and

WHEREAS, Highland Park is no different than any other community in the country, but chooses to publicly state and place our full support behind local educators, mental health professionals, athletic coaches, teachers, and parents, as partners in supporting our community in simply being available to one another; and

WHEREAS, local and national organizations like Suicide Prevention Services are on the front lines of a battle that many still refuse to discuss in public; and

WHEREAS, the youth of our community should understand that throughout life's struggles we all need the occasional reminder that we are all fighting our own battles; and

WHEREAS, I encourage all residents to regularly take the time to inquire as to the wellbeing of their family, friends, and neighbors and to genuinely convey their appreciation for their existence by any gesture they deem appropriate.

NOW, THEREFORE, I, NANCY R. ROTERING, Mayor of the City of Highland Park, do hereby proclaim

September is Suicide Prevention Awareness Month

and urge the residents to learn about available resources and how to talk about suicide without the risk of harm.

Dated this 17th day of August, 2026.

Nancy R. Rotering, Mayor

Ghida S. Neukirch, City Manager & City Clerk

Staff Report

Meeting Date: August 17, 2026

Staff Contact: Ghida Neukirch, City Manager

Department: City Manager's Office

Title: 2026 Major Project Work Plan - Q2 Report

Recommendation:
The City's 2026 Major Projects Work Plan includes more than 120 projects aligned with one or more of the City's core priorities: fiscal stability, public safety, economic development, infrastructure investment, environmental sustainability, and vibrancy. Major projects represent initiatives outside the scope of day-to-day operations. Progress is tracked at the Citywide and department levels with dashboards available on the City's website at cityhpil.com/majorprojects.

Explore the "Completed Projects Spotlight" tab for pictures and details about how each completed project supports the City's priorities and organizational objectives.

Policy Consideration:

Core Priorities:
The City's major projects work plan includes initiatives that support one or more of the City's core priorities. While some projects may advance more than one priority, for the purposes of data reporting on the dashboard, one primary priority has been selected.

Attachments:
None

Staff Report

Meeting Date: August 17, 2026

Staff Contact: Corey Cohn, Business Development Specialist
Erin Jason, Assistant City Manager

Department: City Manager's Office

Title: A Resolution entering into an Exterior Improvement Grant for Bean Bar Corporation + Mezze (565 Roger Williams Ave) for a five-year consolidated grant

Recommendation:
Staff recommends approving $100,000 from the Exterior Improvement Grant Program for Bean Bar Corporation, which plans to open Bean Bar + Mezza. The establishment is planning to operate a coffee shop, bakery, restaurant, and lounge at 565 Roger Williams. This concept merges their popular Bean Bar coffee shop with their Lounge restaurant and cocktails establishment for an all-day, full-menu, experience operating from morning through evening.

Policy Consideration:
Background
As reviewed by the City Council on July 25, 2026, Bean Bar Corporation submitted an Exterior Improvement Grant application for a new development at 565 Roger Williams Ave. Bean Bar Corporation is requesting a $100,000 Exterior Improvement Grant, representing a consolidated five-year grant ask. The applicant is requesting funding based on the precedent established by the City Council's approval for CRG Ravinia LLC at the same location. The grant would provide five years of the Exterior Improvement Grant in one lump sum, for a total of $100,000 to support the significant renovation of the property; this grant would be in addition to the Food & Beverage Interior Improvement Grant that the business was granted on July 25, 2026. The City's funding is contingent on significant private investment from the business, estimated at $1.5 million, as well as support from the property owner and is reimbursed at completion of project. Approval of the grant does not represent approval of permits related to the project.

In recognition of the importance of independent merchants to the City's reputation and tax base, the Exterior Improvement Program Grant (EIP), effective January 1, 2024, encourages the improvement and revitalization of the visible exterior appearance of existing buildings. 565 Roger Williams Avenue is considered a high priority catalyst site for reinvestment in consideration of the significant vacancy and challenges associated with the former dry cleaners space in a high-volume, high visibility location. A copy of the completed application is on file in

the City Manager's Office.

On April 14, 2025, the Committee of the Whole considered whether to consolidate five years of Exterior Improvement Grant funding into a single $100,000 lump-sum grant to support renovation of 565 Roger Williams Avenue for a proposed restaurant, CRG Ravinia LLC. A majority of Council Members supported this approach, with the understanding that recipients would become ineligible for additional Exterior Improvement Grant funding for five years following approval. However, CRG Ravinia LLC ultimately withdrew from the project due to insufficient capital, leaving the property available. Bean Bar Corporation, an experienced coffee shop, restaurant, and lounge operator based in Northbrook, has since secured a lease for the site. Their proposal includes substantial investment in both interior and exterior improvements to establish a vibrant, community-focused destination.

The planned restaurant concept will include 4,500 square feet of interior space and 2,800 square feet of exterior seating for patrons. Bean Bar + Mezze, designed to Bean Bar Corporation's flagship location, will operate as a coffee shop and bakery offering breakfast and lunch during the day and transition to a lounge with full dinner menu and cocktail offerings in the evening, enhancing Highland Park's reputation as a dining destination and contributing to late-night vibrancy in the area and community. The business intends to operate seven days a week, from 8 AM to 10 PM.

Eligible Improvements

- Sidewalk and paving improvements for accessibility
- Replacing, repainting, or restoring exterior doors
- Painting
- Replacing or repainting windows
- Installing, replacing, repainting, or restoring permanent signs/awnings
- Installing or replacing landscaping
- Purchasing outdoor dining furniture and decor

Program Requirements and Required Documentation Received

- Property owner's written consent on the application form to implement the improvements and participate in the program
- Photos of the existing façade with a diagram outlining the scope of the area to be repaired.
- Itemized costs for the proposed project

Eligibility

Bean Bar Corporation has met all program requirements per Chapter 107 of "The Highland Park Code of 1968." The application is eligible to be considered for a Grant. Staff confirmed that this business generates sales tax as the program requires. Council action on this item constitutes approval of funding through the EIP contingent on the applicant receiving all required permit approvals separate from this application and the

submittal of paid invoices.

Cost Estimates

The applicant was able to find two cost proposals. The applicant intends to select the contractor with the lowest bid at $300,000. The grant request of $100,000 is in accordance with the City's current ordinance and what the Council reviewed and tentatively approved moving forward with the July 25, 2026 presentation. The grant request is for an amount that does not exceed 50% of eligible improvements, up to a maximum of $100,000 over five years.

Core Priorities:

Fiscal Stability

Bean Bar Corporation is eligible for a grant up to $100,000. Funds for the Exterior Improvement Grant Program are budgeted in FY2026 in account 1110107.62100 *Business Development Activities & Programming*. Due to the scope of the exterior grant recommendation and the anticipated time of completion and submittal for reimbursement being FY2027, staff recommends budgeting for this grant reimbursement in the FY2027 budget as an individual designation in addition to any funding budgeted in the future for the Exterior Grant program.

Economic Development

The Exterior Improvement Grant directly contributes to economic development by lowering the financial barrier for property owners and sales tax-producing businesses to make necessary structural and aesthetic upgrades. Bean Bar Corporations's renovation of 565 Roger Williams Avenue, supported by an exterior improvement grant, will not only improve the physical appearance of the building but also increase the property's commercial appeal and value. As an established operator, Bean Bar + Mezze is expected to generate consistent sales tax revenue for the City, aligning with the program's requirements. The revitalization of this site will attract new patrons, support local employment, and encourage additional investment in the district, all while reinforcing the City's commitment to fostering a thriving and sustainable business environment.

Vibrancy

The Grant Program significantly boosts community vibrancy by directly improving the overall aesthetic of commercial business districts. Enhanced facades, new signage, and reimagined outdoor dining areas create a welcoming and visually appealing environment, transforming commercial areas into vibrant destinations. With significant investment in both interior and exterior improvements, including enhanced outdoor seating and inviting design features, the project will enliven the streetscape, encourage foot traffic, and contribute to a lively atmosphere in the Roger Williams Avenue area. The extended hours of operation will further enhance late-night activity, reinforcing Highland Park's reputation as a vibrant dining and social destination.

Attachments:

1. Resolution - Approving EIP Grant for Bean Bar Corporation

2. Existing Facade - Bean Bar
3. Rendering - Bean Bar

CITY OF HIGHLAND PARK

RESOLUTION NO. R2026-_____

A RESOLUTION APPROVING AN EXTERIOR IMPROVEMENT GRANT FOR BEAN BAR CORPORATION

WHEREAS, the City of Highland Park ("***City***") recognizes the importance of independent merchants to the City's vibrancy, quality of life, and tax base; and

WHEREAS, Chapter 107 of "The Highland Park Code of 1968", as amended ("***City Code***"), establishes the City's Exterior Improvement Program, through which the City provides financial assistance to sales tax generating businesses and property owners to improve the appearance and image of business properties; and

WHEREAS, the City has designated funds in the City's FY2026 budgets to approve Exterior Improvement Program grants ("***EIP Grants***"); and

WHEREAS, Bean Bar Corporation ("***Applicant***") is the tenant of the real property located at the address commonly known as 565 Roger Williams Avenue ("***Property***"); and

WHEREAS, the Applicant has submitted an application for an EIP Grant from the City to improve the exterior of the Property (***"Approved Eligible Improvements"***); and

WHEREAS, the City Manager has determined that the Applicant qualifies for an EIP Grant and has recommended issuance of an EIP Grant to the Applicant; and

WHEREAS, the City Council has determined that it will serve and be in the best interest of the City to award an EIP Grant to the Applicant in accordance with, and subject to, the conditions, restrictions, and provisions of this Resolution;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HIGHLAND PARK, LAKE COUNTY, ILLINOIS, as follows:

SECTION ONE: RECITALS. The foregoing recitals are incorporated into, and made a part of, this Resolution as findings of the City Council.

SECTION TWO: APPROVAL OF EIP GRANT. Subject to, and contingent upon, the conditions set forth in Section Three of this Resolution, the City Council hereby approves the issuance of an EIP Grant to the Applicant in an amount not to exceed 50% of the cost of the Approved Eligible Improvements and up to a maximum of $50,000, in accordance with, and pursuant to, Section 107.006(C) of the City Code the home rule powers of the City.

SECTION THREE: CONDITIONS. The approval granted in Section Two of this Resolution is hereby expressly subject to and contingent upon the compliance by the Applicant with the following conditions:

A. Completion of Construction. The Applicant must complete construction of the Approved Eligible Improvements within 365 days after the effective date of this Resolution; and

B. Prevailing Wages. The Applicant must comply, and will cause all contractors constructing the Approved Eligible Improvements to comply, with the Illinois Prevailing Wage Act, 820 ILCS 130/0.01 *et seq*., as it may be applicable.

C. **Property-Specific Grant.** The EIP Grant approved pursuant to this Resolution is available to the Applicant only for the Property. The EIP Grant may not be used for any other location.

D. **Five-Year Grant Restriction.** The Applicant may not apply for, or receive, another EIP Grant during the five-year period beginning on the effective date of this Resolution.

SECTION FOUR: EFFECTIVE DATE. This Resolution will be in full force and effect upon its passage and approval by a majority of the members of the City Council.

AYES:

NAYS:

ABSENT:

PASSED:

APPROVED:

RESOLUTION NO.

_____
Nancy R. Rotering, Mayor

ATTEST:

_____
Ghida S. Neukirch, City Clerk


BIBIMBAB
Ramen
Poke Salad
STEAK


BB
BEAN BAR
COFFEE • COMMUNITY • CONNECTION
BB
BB
COFFEE
COMMUNITY
CONNECTION

Staff Report

Meeting Date: August 17, 2026

Staff Contact: Corey Cohn, Business Development Specialist

Department: City Manager's Office

Title: A Resolution entering into a Food & Beverage Interior Improvement Grant for Faye's Diner, LLC. d/b/a Faye's Diner (473 Roger Williams Ave)

Recommendation:
Staff recommends $150,000 from the Food & Beverage Interior Improvement and Expansion Grant Program for Faye's Diner LLC d/b/a Faye's Diner, a limited-service food and beverage establishment at 473 Roger Williams Avenue.

Policy Consideration:
Background
The Food & Beverage Establishment Interior Improvement and Expansion Grant Program provides financial assistance to qualified new and existing full-service and limited-service food and beverage businesses that generate sales tax to cover eligible costs when upgrading and expanding their commercial space. These businesses often face substantial costs when upgrading and expanding their commercial space. This initiative aims to encourage property owners to lease to high-quality establishments, support the economic vitality of the business community, and remove barriers to existing business growth and to attracting new businesses. For eligible limited-service establishments, this grant can cover up to 50% of approved expenses for eligible improvements, up to a maximum of $100,000.

The proposed improvements to build out Faye's Diner LLC d/b/a Faye's Diner are critical for growing the new full-service diner, ultimately leading to increased revenue and F&B sales taxes in the long term. The applicant intends that Faye's Diner will provide an offering distinct from the district's existing business mix, serving breakfast staples and a diverse lunch menu, including sandwiches, soups, salads, and pasta, to capture midday traffic and students from Ravinia Elementary School. The applicant is partnering with experienced restaurant operator Darcy Mosconi, who has owned Sandy's Diner in Highwood for over 35 years and intends to manage the establishment's day-to-day operations.

Tamid Management owns the property. The property owner will support the project financially by granting the tenant a three-month rent abatement during construction and further incentivizing

long-term tenancy by extending the lease for this space at a below-market rate for the full term of the extension, with a right of first option to purchase the building should it come to market. The complete and signed application for this project remains on file in the City Manager's Office. All terms have been agreed to and the proposed agreement has been fully executed by the applicant.

Eligible Improvements

- Painting
- Permanent flooring materials
- Lighting
- Wood, metalwork, and other decorative elements
- Furniture, fixtures, and equipment
- Fire suppression system
- Grease traps
- Permanent HVAC Equipment
- Kitchen appliances
- Kitchen infrastructure
- Accessibility Improvements

Cost Estimates

The applicant successfully sought multiple bids for the eligible improvements. One contractor submitted the lowest bid of $632,813 for the entire scope of work. This cost was notably below the other two submitted estimates, which totaled $651,1913.40 and $1,049,000. Based on the lowest bid amount, the applicant is eligible for a 50% reimbursement from the grant program, totaling the maximum reimbursement amount of $150,000.

Impact of Improvements

Supporting the investment in a new food and beverage operator's restaurant space in a key commercial business district, improving the commercial area, and stimulating local economic growth is one of the main tenets of this grant program and has a lasting impact on the Ravinia Business District (RBD). The improvements allow the operator to expand the restaurant's unique culinary offerings in Highland Park through investment in modern kitchen facilities and a configured dining room to streamline operations. The location provides for options to expand their operations and stimulate economic growth and employment opportunities.

Program Requirements

- A food and beverage establishment that generates sales tax.
- A full-service food and beverage establishment, as defined in this document, that anticipates generating a minimum annual gross sales revenue of $900,000 for the two most recent tax years.
- The property and business owner must contribute financially to the project. The property owner's contribution may include tenant improvements and rent reductions. If the property owner refuses to contribute to the improvements, they must provide written notification to the City, which will be attached to the public agreement.

- A property comprising or including ground-floor commercial space on a public street in any commercial district within the City.
- The subject property must be compliant with applicable City codes.
- The subject property must be an existing commercial space within the City limits.
- The property taxes, business license/permit fees, business taxes, water bills, sewer bills, citations, and any other City invoices for the subject property and business must be current and not on payment plans

Core Priorities:

Financial Stability

Faye's Diner LLC d/b/a Faye's Diner is eligible for a grant of up to $150,000. Funds for the Food & Beverage Interior Improvement and Expansion Grant Program are budgeted in FY2026 in account 1110107.62100 *Business Development Activities & Programming*. Approval of these funds exceeds the dedicated F&B Grant program annual budget of $375,000 by an estimated $130,000. Funding to cover the incentive is available to reallocate within the overall budget line item of 1110107.62100 for FY2026 making the additional grant allocation cost neutral. Staff recommends moving forward with the award of the full grant in recognition of the significant investment and placemaking this project is bringing to the Ravinia Business District and city as a whole and in line with previous Council direction to advance grants for consideration beyond the budget scope.

Economic Development

The Food & Beverage Interior Grant Program is a driver of economic development by addressing the substantial costs of upgrading commercial spaces. The grant removes financial barriers, supporting the growth of existing food and beverage operators and attracting new businesses to the City. The focus on businesses that generate sales tax ensures that the public funds invested create a measurable return through increased municipal revenue and a stronger local tax base. The proposed improvements are geared towards stimulating broader economic activity and creating employment opportunities within the community. This strategy supports business attraction, fosters competitive commercial districts, and uses strategic investment to ensure the long-term economic vitality and stability of the local business community.

Vibrancy

The Food & Beverage Establishment Interior Improvement and Expansion Grant Program is strategically aligned with the core priority of vibrancy by directly funding aesthetic and functional upgrades to the City's commercial spaces. This financial assistance encourages both new and existing businesses to invest in and expand their physical footprint, often in key commercial districts, resulting in a more attractive and engaging streetscape. Projects like Faye's Diner, which will offer a unique menu and cater to diverse customer segments, help diversify the business mix and activate key areas such as the Ravinia Business District. Upgraded interiors, improved accessibility, and modernized facilities contribute to a lively, attractive streetscape, making Highland Park a more dynamic dining destination.

Attachments:

1. Resolution - Approving Food and Beverage Incentive Agreement for Faye's Diner
2. Exhibit A - Economic Incentive Agreement for Faye's Diner LLC (Signed by the applicant and property owner)
3. Exhibit A -Economic Incentive Agreement for Faye's Diner LLC (no signatures)
4. Rendering - Faye’s Diner

CITY OF HIGHLAND PARK

RESOLUTION NO. R2026-_____

A RESOLUTION APPROVING AN ECONOMIC INCENTIVE AGREEMENT WITH FAYE'S DINER LLC AND TAMID MANAGEMENT HOLDINGS LLC

WHEREAS, Tamid Management Holdings LLC, an Illinois limited liability company (***"Property Owner"***), is the record title owner of that certain real property located at 473 Roger Williams Avenue, in the City (***"Property"***); and

WHEREAS, Faye's Diner LLC, an Illinois limited liability company (***"Business Owner"***), is the tenant of, and desires to operate a limited-service restaurant space (***"Restaurant"***) at, the Property; and

WHEREAS, the Property Owner and the Business Owner intend to make updates and certain improvements to the Property for the benefit of the Restaurant, which will enhance the City's tax base and generate new business in the City; and

WHEREAS, the Property Owner and the Business Owner have requested that, to enable the development of the Restaurant on the Property, the City provide an economic incentive grant of up to $150,000 to assist in the improvement of the Restaurant (***"Grant"***); and

WHEREAS, the City, the Property Owner, and the Business Owner desire to enter into an economic incentive agreement to set forth their respective rights and responsibilities regarding the provision of the Grant and the improvement and operation of the Restaurant (***"Agreement"***); and

WHEREAS, the City Council has determined that it will serve and be in the best interest of the City and its residents to enter into the Agreement with the Property Owner and the Business Owner;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HIGHLAND PARK, LAKE COUNTY, ILLINOIS, as follows:

SECTION ONE: RECITALS. The foregoing recitals are incorporated into, and made a part of, this Resolution as findings of the City Council.

SECTION TWO: APPROVAL OF AGREEMENT. The Agreement between and among the City, the Property Owner, and the Business Owner is hereby approved in substantially the form attached to this Resolution as **Exhibit A**, and in a final form to be approved by the City Manager and the Corporation Counsel.

SECTION THREE: EXECUTION OF AGREEMENT. The City Manager and the Deputy City Clerk are hereby authorized and directed to execute and attest the Agreement with the Property Owner and the Business Owner upon receipt by the City Clerk of at least one original copy of the Agreement executed by each of the Property Owner and the Business Owner; provided, however, that if an executed copy of the Agreement is not received by the City Clerk within 30 days after the effective date of this Resolution, then this authority to execute and attest the Agreement will, at the option of the City Council, be null and void.

SECTION FOUR: EFFECTIVE DATE. This Resolution will be in full force and effect upon its passage and approval by a majority of the members of the City Council.

AYES:

NAYS:

ABSENT:

PASSED:

APPROVED:

RESOLUTION NO.

_____
Nancy R. Rotering, Mayor

ATTEST:

_____
Ghida S. Neukirch, City Clerk

EXHIBIT A

AGREEMENT

ECONOMIC INCENTIVE AGREEMENT BY AND AMONG THE CITY OF HIGHLAND PARK, FAYE'S DINER LLC, AND TAMID MANAGEMENT HOLDINGS LLC

THIS ECONOMIC INCENTIVE AGREEMENT ("***Agreement***") is made and entered into as of this 28 day of July, 2026, by and among the **CITY OF HIGHLAND PARK,** an Illinois home rule municipal corporation ("***City***"), **FAYE'S DINER LLC**, an Illinois limited liability company ("***Business Owner***"), and **TAMID MANAGEMENT HOLDINGS LLC**, an Illinois limited liability company ("***Property Owner***").

IN CONSIDERATION OF the recitals and mutual covenants and agreements set forth herein, the receipt and sufficiency of which are hereby acknowledged, the City, the Business Owner, and the Property Owner hereby agree as follows:

SECTION 1. RECITALS.

A. In recognition of the importance of a successful business environment to the City's tax base, the City desires to enhance the long-term viability of the City's tax base and strengthen the competitive advantage of conducting business within the City by providing, in certain strategic circumstances, assistance and incentives to new and existing business entities in the City.

B. The City established the Food & Beverage Establishment Interior Improvement and Expansion Grant Program to offer significant financial assistance to new and existing full-service and limited-service food and beverage businesses that generate sales tax ("***F&B Grant Program***").

C. The F&B Grant Program aims to encourage property owners to lease to high-quality food and beverage establishments, support the economic vitality of the business community, and remove barriers to existing business growth and new business attraction.

D. The Property Owner is the owner of that certain real property located at 473 Roger Williams Avenue, containing approximately 1,375 interior square feet and 1,000 exterior square feet ("***Property***").

E. The Business Owner is the tenant of the Property and desires to operate a limited-service establishment at the Property ("***Restaurant***").

F. The Business Owner intends to make updates and certain improvements to the Restaurant ("***Improvements***"), which Improvements include painting, installation of permanent flooring materials, lighting and electrical work, installation of carpentry which includes wood, metalwork and other decorative elements, installing furniture, fixtures, equipment, an HVAC system, grease traps, and other equipment, construction of kitchen infrastructure and appliances, and accessibility improvements.

G. The Property Owner contributed financially toward the operation of the Restaurant by providing three months of rent abatement to the Business Owner.

H. The City anticipates that the Improvements at the Restaurant will significantly contribute to the City's economic stability through substantial revenue and employment opportunities.

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I. In order to construct the Improvements to the Restaurant at the Property, the Business Owner and the Property Owner (collectively, the "***Applicant***") have requested that the City provide, and the City agrees to provide, an economic incentive grant of up to 50% of the approved expenses related to eligible Improvements, up to a maximum of $150,000 to the Applicant, as set forth in this Agreement.

J. The City, the Business Owner, and the Property Owner desire to enter into this Agreement to enable the use of the Property in a manner that will enhance the business environment of the City.

SECTION 2. DEFINITIONS. Whenever used in this Agreement, the following terms have the following meanings unless a different meaning is required by the context.

A. ***"Commencement Date"*** means August 17, 2026.

B. ***"Corporate Authorities"*** means the Mayor and City Council of the City.

C. ***"Effective Date"*** means the date first written in the first paragraph of the first page of this Agreement.

D. ***"Eligible Costs"*** means those types of expenditures incurred by the Applicant that are eligible for payment or reimbursement through the F&B Grant Program, as outlined in Exhibit A attached to this Agreement.

E. ***"Force Majeure"*** means a strike, lockout, act of God, global, national, or local pandemic, or other factors beyond a Party's reasonable control and reasonable ability to remedy; provided, however, that Force Majeure does not include: (i) delays caused by weather conditions unless those conditions are unusually severe or abnormal considering the time of year and the particular location of the subject property; (ii) economic hardship, impracticability of performance, or commercial, economic, or market conditions, and (iii) obligations to pay monies owed, including the Grant Funds.

F. ***"Grant Funds"*** means the grant to be provided by the City to the Business Owner, to reimburse a portion of the Eligible Costs, as set forth in Section 5 of this Agreement.

G. ***"Lease Agreement"*** has the meaning set forth in Section 3.C of this Agreement.

H. ***"Parties"*** means the City, the Business Owner, and the Property Owner, collectively.

I. "***Redevelopment***" means the renovations and redevelopment of the Restaurant including the Improvements located at the Property undertaken by the Applicant.

J. ***"Requirements of Law"*** has the meaning set forth in Section 5.D of this Agreement.

Other capitalized terms used in this Agreement have the meaning ascribed to them in this Agreement.

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SECTION 3. REDEVELOPMENT OF THE PROPERTY.

A. **Development, Use, Operation, and Maintenance.** The Property must be developed, used, operated, and maintained in compliance with all Requirements of Law and this Agreement.

B. **Improvements to the Property.** The Applicant must complete the Improvements on or before December 17, 2026, in accordance with the Requirements of Law. In their absolute and sole discretion, and upon receipt of a written request therefor, the City Manager may extend the deadline for completion of the Improvements by up to 180 days. The Improvements include, without limitation: painting, installation of permanent flooring materials, lighting and electrical work, installation of carpentry which includes wood, metalwork and other decorative elements, installing furniture, fixtures, HVAC system, grease traps and other equipment, construction of kitchen infrastructure, and improvements toward compliance with the Americans with Disabilities Act, all to the extent, in whole or in part, as determined by Applicant in its reasonable discretion taking into account the intended quality and needs of the Restaurant.

C. **Lease of Property.** As a condition of the City paying the Grant Funds as set forth in Section 5 of this Agreement, the Business Owner must submit proof of an agreement for the lease of the Property from the Property Owner ("***Lease Agreement***"), which Lease Agreement must have been executed for at least five years, and must provide a minimum of five years remaining ("***Base Lease Term***").

D. **Completion of Improvements and Verification of Redevelopment Costs.** Notwithstanding any provision of this Agreement to the contrary, the City will not have any obligation to pay any portion of the Grant Funds to the Applicant prior to the Applicant's submission of a detailed cost estimate which separately shows the proposed Improvements, and which must match, in all material respects, the scope of work shown in the Applicant's submitted plans, all to the reasonable satisfaction of the City Manager. The cost estimate must be provided by a general contractor not related to the Applicant, including relation through familial relationships or from any other joint-venture partnership.

E. **Receipts.** The City may refuse to issue a check for the Grant Funds before submittal by the Applicant of all receipts or other evidence of actual payment of the Eligible Costs incurred in the completion of the Redevelopment (collectively, the "***Receipts***").

SECTION 4. OPERATIONAL OBLIGATIONS.

A. **Compliance with City Code.** During the Base Lease Term, the Applicant agrees to maintain the Restaurant and the Property in accordance with all applicable Requirements of Law.

B. **Eminent Domain.** If the whole of the Property is taken by any public authority under the power of eminent domain, the Term of this Agreement will cease as of the day possession is taken by such public authority. If less than all of the Property is so taken, this Agreement will terminate only as to the portion so taken by such public authority as of the day of possession. If the City is the public authority exercising the power of eminent domain, the Applicant will not be required to repay the Grant Funds to the City.

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C. **Lease Agreement**. The Applicant agrees to maintain the Improvements in accordance with the Lease Agreement.

D. **Public Rights-of-Way**. The Applicant agrees to repair any damage to any public-right-of-way caused by or in connection with the installation of the Improvements pursuant to this Agreement and in accordance with the Lease Agreement.

E. **Alteration of Improvements**. The Applicant agrees to not alter or remove the Improvements for any reason, without limitation, for at least five years after the Applicant receives the Grant Funds. If any Improvements that have been paid for, in whole or in part, with Grant Funds are removed for any reason within the five-year period beginning upon approval of this Agreement, the entirety of the Grant Funds must be repaid to the City within 30 days after removal of the Improvements.

SECTION 5. AWARD OF GRANT FUNDS.

A. **Grant Funds.** The Grant Funds awarded pursuant to this Agreement will not be offset, reduced, or conditioned upon any other grant, gift, loan or other incentive awarded by any third party to the Applicant. Conditioned on compliance with the disbursement requirements and operational obligations set forth in Sections 3, 4, and 5.B of this Agreement, the City agrees to remit to the Business Owner, at the Applicant's direction, payment of the Grant Funds pursuant to the following schedule: a lump sum payment in an amount equal to the lesser of 50% of the Eligible Costs incurred by Applicant, or $150,000.00, within 45 days after submittal of Receipts or other evidence of actual payment for the Eligible Costs incurred in the completion of the Redevelopment. The Grant Funds must be used only for the costs incurred by the Applicant in constructing the Improvements.

B. **Disbursement Requirements.** The following requirements must be satisfied to the reasonable satisfaction of the City to allow for the disbursement of the Grant Funds:

1. Submission of Lease Agreement. The Applicant must provide a copy of the executed Lease Agreement to the City.

2. Submission of Cost Estimate Breakdown. The Applicant must provide to the City a detailed cost estimate breakdown for the Applicant's obligations of the Redevelopment, in accordance with Section 3.E of this Agreement.

3. Filing of UCC Statement. The Applicant must file with the Illinois Secretary of State an appropriate Uniform Commercial Code Financing Statement identifying the Applicant as debtor and the City as secured party therein, to provide secured rights for the benefit of the City in the furniture, fixtures and equipment, in a form to be approved in advance by the City's Corporation Counsel, which approval may not be unreasonably withheld, conditioned, or delayed.

C. **Closure; Refund of Grant.**

1. Refund of Grant Funds. In the event that, at any time on or before the date that is fifth anniversary of the date of issuance of the Grant Funds, the Applicant either abandons, permanently closes, or terminates the use of the Property for the Restaurant on a permanent basis ("***Closure***"), or alternatively, violates any provision of this

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Agreement beyond the applicable cure period set forth in Section 10.B of this Agreement ("***Violation***"), then (subject to Section 4.C of this Agreement): (a) the provisions of this Agreement with regard to the Grant Funds will, as of the date of the Closure or Violation, automatically terminate and become null and void and be of no further force or effect, and the City will have no obligation whatsoever to perform any of its obligations in Section 5 of this Agreement; and (b) within one year after the date of Closure or Violation, the Applicant must refund to the City a portion of the Applicant received by the Applicant prior to the date of the Closure or Violation, as follows:

Date of Closure	**Claw-back Payment**
0-1 years after date of issuance of Grant Funds	100% of the Grant Funds
1-2 years after date of issuance of Grant Funds	80% of the Grant Funds
2-4 years after date of issuance of Grant Funds	60% of the Grant Funds
5 years after date of issuance of Grant Funds	40% of the Grant Funds

The obligations set forth in this Section 5.C.1 survive the termination or expiration of this Agreement.

2. The Applicant must provide the City with no less than 60 days prior written notice, or such shorter period as practical in the event of casualty or eminent domain, prior to Closure if the Closure occurs within the five years after the issuance of the Grant Funds. The Business Owner agrees that the transfer of legal or beneficial interest in all or any portion of the Property or the Restaurant, in accordance with Section 11.C of this Agreement does not constitute a Closure for purposes of this Agreement.

D. **Limitations on Payment of Grant Funds**. The Applicant acknowledges and agrees that the Restaurant must be operated, used and maintained in strict compliance with all applicable City codes, ordinances, and regulations (collectively, the "***Requirements of Law***"), and that if the Applicant fails to comply in all material respects with the Requirements of Law or cure any defects, after the City provides Applicant with written notice of any such defect, failure or violation, within the time set forth in Section 10.B of this Agreement, the City will have the right to suspend payment of the Grant Funds to the Applicant for the period that the Applicant is not in material compliance with the Requirements of Law, and the City will have no further obligation to provide any portion of the Grant Funds to the Applicant until the City determines in its reasonable discretion that the Applicant is in material compliance with the Requirements of Law, at which time all suspended payments will be remitted to the Applicant. A legal nonconformity created as a result of the City's amendment to the Requirements of Law subsequent to the Commencement Date will not constitute a failure of the Applicant to comply with the Requirements of Law.

E. **Commitment to Fair Employment Practices and Affirmative Action; Prevailing Wage**. If and to extent applicable in accordance with the Requirements of Law, the Applicant must comply with the requirements pertaining to fair employment practices and affirmative action described in the Illinois Prevailing Wage Act (820 ILCS 130/0.01 *et seq.*), as may be applicable.

SECTION 6. FORCE MAJEURE.

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Except as expressly provided to the contrary in this Agreement, whenever a period of time is provided for in this Agreement for either of the Parties to perform any act or obligation, and the Party, as the case may be, is unable to perform or complete the act or obligation because of a Force Majeure, then upon the occurrence of the Force Majeure, the time period for the performance and completion of the acts or obligations will be extended automatically for a reasonable time to accommodate the delay caused by the Force Majeure.

SECTION 7. LITIGATION AND DEFENSE OF AGREEMENT/INDEMNITY.

A. **Litigation**. If, during the Term of this Agreement, any lawsuits or proceedings are filed or initiated against any Party before any court, commission, board, bureau, agency, unit of government or sub-unit thereof, arbitrator, or other instrumentality, that may materially affect or inhibit the ability of any Party to perform its obligations under, or otherwise to comply with, this Agreement ("***Litigation***"), the Party against which the Litigation is filed or initiated must promptly deliver a copy of the complaint or charge related thereto all other Parties, and must thereafter keep such other Parties fully informed concerning all aspects of the Litigation.

B. **Defense**. The Parties must use their respective good faith efforts to defend the validity of this Agreement, and all ordinances and resolutions adopted, and agreements executed by such Party pursuant to this Agreement, including every portion thereof and every approval given, and every action taken, pursuant thereto. Each Party will have the right to retain its own independent legal counsel, at its own expense, for any matter. The Parties agree to reasonably cooperate with each other to carry out the purpose and intent of this Agreement.

C. **No Liability for City Review**. The Applicant acknowledges and agrees that: (1) the City is not, and will not be, in any way liable for any violations of restrictive covenants applicable to the Property that may occur, or for any damages or injuries that may be sustained, as the result of the City's review and approval of any plans for the Property, or as a result of the issuance of any approvals, permits, certificates, or acceptances relating to the use and development of the Property; and (2) the City's review and approval of any of the plans and the issuance of any of the approvals, permits, certificates, or acceptances does not, and will not, in any way, be deemed to insure the Applicant, or its members, managers, officers, agents, employees, successors, assigns, tenants, or licensees, or any third Party, against restrictive covenant violations or damage or injury of any kind at any time.

D. **City Procedures**. The Applicant acknowledges that notices, meetings, and hearings have been properly given and held by the City with respect to the approval of this Agreement and agrees not to challenge any of those actions on the grounds of any procedural infirmity or of any denial of any procedural right.

E. **Indemnity**. The Applicant agrees to, and does hereby, hold harmless and indemnify the City, the Corporate Authorities, all City elected and appointed officials, officers, employees, agents, representatives, and attorneys (each, an "***Indemnitee***" and collectively, the "***Indemnitees***") from any and all third-party claims that may, at any time, be asserted against any of the Indemnitees in connection with (1) the construction, operation, and maintenance of the Restaurant and the Property; and (2) the performance by the Applicant of its obligations under this Agreement and all related ordinances, resolutions, or other agreements; provided, however, that the Applicant will have no indemnification obligation to any of the Indemnitees to the extent

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that any losses or damages claimed are caused by the gross negligence, fraud, or willful misconduct of one or more Indemnitees.

F. **Defense Expenses**. The Applicant hereby agrees to pay, without protest, all actual and reasonable expenses incurred by the City in defending itself with regard to any and all of the claims identified in Section 7.E of this Agreement. These expenses may include, without limitation: (1) all out-of-pocket expenses, including attorneys' and experts' fees, not to exceed their usual and customary fee rates to the City; and (2) the reasonable value of any services rendered by any employees of the City, not to exceed their actual salaries.

G. **Joint and Several Liability.** The obligations and liabilities of the Business Owner and the Property Owner under this Agreement are and will be joint and several.

SECTION 8. TERM.

This Agreement will be in full force and effect for a period commencing on the Commencement Date and through the date that is ten years after the date of the issuance of the Grant Funds for the Restaurant ("***Term***"). During the Term, this Agreement inures to the benefit of and is enforceable by the Applicant, the City, and any of their respective permitted legal representatives, heirs, grantees, successors, and assigns.

SECTION 9. ISSUANCE OF BUILDING PERMITS; PAYMENT OF CITY FEES AND COSTS.

In addition to any other costs, payments, fees, charges, contributions, or dedications specifically required by this Agreement, the Applicant must pay to the City, as and when due, all application, inspection, and permit fees, all other fees, and charges required by applicable City codes, ordinances, resolutions, rules, or regulations, and all reasonable third-party legal, engineering, and other consulting or administrative fees, costs, and expenses. The City agrees to expedite all plan and permit review in connection with the Redevelopment described herein.

SECTION 10. ENFORCEMENT.

A. **Enforcement.** The Parties to this Agreement may, in law or in equity, by suit, action, mandamus, or any other proceeding, including without limitation specific performance (including, without limitation, payment by the City to the Applicant of payments due under this Agreement), enforce or compel the performance of this Agreement; provided, however, that the Applicant agrees that it will not seek, and does not have the right to seek, to recover a judgment for monetary damages against the City, or any past, present, or future director, member, elected or appointed officer, official, agent, representative, employee, or attorney, of the City on account of the negotiation or execution of this Agreement. In addition to every other remedy permitted by law for the enforcement of the terms of this Agreement, the City will be entitled to withhold the issuance of building permits or certificates of occupancy for the Restaurant only when the Applicant has failed or refused to meet fully any of its obligations under this Agreement (after application of any notice and cure provisions). In the event of a judicial proceeding brought by one Party to this Agreement against the other Party to this Agreement pursuant to this Section, the prevailing Party will be entitled to reimbursement from the unsuccessful Party of all costs and expenses, including without limitation reasonable attorneys' fees, incurred in connection with the judicial proceeding.

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B. **Notice and Cure.** No Party may exercise the right to bring any suit, action, mandamus, or any other proceeding pursuant to Section 10.A of this Agreement without first providing written notice to all other Parties of the breach or alleged breach and allowing 30 days to cure the breach or alleged breach. If the breach cannot be cured within the 30-day period (***"Time for Cure"***), then the Time for Cure will be extended accordingly, provided that the notified Party has promptly commenced to cure the breach within the Time for Cure and continued to prosecute the cure of the breach with diligence.

SECTION 11. NATURE, SURVIVAL, AND TRANSFER OF OBLIGATIONS.

A. **Obligations.** The Parties agree that all charges payable pursuant to this Agreement, together with interest and costs of collection, including reasonable attorneys' fees, constitute both the personal obligation of the Party liable for its payment, and the successors of that Party.

B. **Binding Effect.** The Applicant acknowledges and agrees that this Agreement is binding upon the Business Owner, the Property Owner, and any and all of their respective successors, permitted assigns, and successor owners of record of all or any portion of the Restaurant.

C. **Transferee Assumption**. To assure that any potential successor, or permitted assign has notice of this Agreement and the benefits and obligations created by it, the Applicant agrees to require, prior to the transfer of a legal or beneficial interest in a majority ownership of, or controlling interest in the Restaurant, the transferee to execute an enforceable transferee assumption agreement in a form reasonably acceptable to the City. The City agrees that, upon a successor becoming bound to the personal obligation created in this Agreement in the manner provided, the liability of the Applicant or other predecessor obligor will be released to the extent of the transferee's assumption of liability. The Applicant agrees to notify the City in writing at least 30 days prior to the date on which the Applicant proposes to transfer a legal or beneficial interest in a majority ownership of, or controlling interest in, the Restaurant to a transferee. Concurrent with any such transfer described in this Section 11.C, the Applicant must provide the City with a fully executed copy of the transferee assumption agreement.

D. **Transfer Defined**. For purposes of this Agreement, the term "transfer" includes any assignment, transfer, sale, transfer to a receiver or to a trustee in bankruptcy, transfer in trust, or other disposition of the Restaurant, in whole or in part, by voluntary or involuntary sale, foreclosure, restructuring, merger, sale and leaseback, consolidation, or otherwise.

E. **Prohibited Assignments**. It is the express intent of the Parties that, except as expressly provided or allowed herein, this Agreement, and all of the rights and privileges granted herein, are for the sole and exclusive benefit of the Applicant for operation of a Restaurant on the Property. Accordingly, notwithstanding any provision of this Agreement, prior to the Grant Funds payment, in the event that either the Business Owner does, or attempts to, voluntarily or involuntarily transfer a majority or controlling interest in the Restaurant without the prior consent of the Corporate Authorities, which consent may be granted or denied in the sole and absolute discretion of the Corporate Authorities, this Agreement, and all of the rights and privileges granted herein, will, at the option of the City, become null and void and be of no force or effect.

SECTION 12. REPRESENTATIONS AND WARRANTIES.

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A. **Business Owner's Representations and Warranties**. In order to induce the City to enter into this Agreement and to adopt the ordinances and grant the rights herein provided for, the Business Owner hereby warrants and represents to the City as follows:

1. The Business Owner is a duly organized, validly existing limited liability company in good standing under the laws of the State of Illinois.

2. The Business Owner has the limited liability company authority and the legal right to make, deliver, execute, and perform this Agreement and has taken all necessary actions to authorize the execution, delivery, and performance of this Agreement.

3. All necessary consents of any members or managers or constituent entities, creditors, investors, partners, judicial, or administrative bodies, governmental authorities except the City, or other parties including specifically, but without limitation, all secured parties, regarding the execution and delivery of this Agreement have been obtained.

4. The consent or authorization of, filing with, or other act by or in respect of any governmental authority except the City is not required in connection with the execution, delivery, performance, validity, or enforceability of this Agreement.

5. The individuals executing this Agreement on behalf of the Business Owner have the power and authority to execute and deliver this Agreement on behalf of the Business Owner.

6. The execution, delivery, and performance of this Agreement: (a) is not prohibited by any Requirement of Law or under any contractual obligation of the Business Owner; (b) will not result in a breach or default under any agreement to which the Business Owner is a party or to which the Business Owner, in whole or in part, is bound; and (c) will not violate any restriction, court order, or agreement to which the Business Owner, in whole or in part, is or are subject.

B. **Property Owner's Representations and Warranties**. In order to induce the City to enter into this Agreement and to adopt the ordinances and grant the rights herein provided for, the Property Owner hereby warrants and represents to the City as follows:

1. The Property Owner is a duly organized, validly existing limited liability company in good standing under the laws of the State of Illinois.

2. The Property Owner has the limited liability company authority and the legal right to make, deliver, execute, and perform this Agreement and has taken all necessary actions to authorize the execution, delivery, and performance of this Agreement.

3. All necessary consents of any members or managers or constituent entities, creditors, investors, partners, judicial, or administrative bodies, governmental authorities except the City, or other parties including specifically, but without limitation, all

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secured parties, regarding the execution and delivery of this Agreement have been obtained.

4. The consent or authorization of, filing with, or other act by or in respect of any governmental authority except the City is not required in connection with the execution, delivery, performance, validity, or enforceability of this Agreement.

5. The individuals executing this Agreement on behalf of the Property Owner have the power and authority to execute and deliver this Agreement on behalf of the Property Owner.

6. The execution, delivery, and performance of this Agreement: (a) is not prohibited by any Requirement of Law or under any contractual obligation of the Property Owner; (b) will not result in a breach or default under any agreement to which the Property Owner is a party or to which the Property Owner, in whole or in part, is bound; and (c) will not violate any restriction, court order, or agreement to which the Property Owner, in whole or in part, is or are subject.

C. **City's Representations and Warranties**. In order to induce the Applicant to enter into this Agreement, the City hereby warrants and represents to the Applicant as follows: (1) the operation of the Restaurant at the Property is allowed as of right under the current zoning classification of the Property, without any variance being required; (2) the funds for the Grant Funds are held by or on account of the City, and are available for timely disbursement pursuant to this Agreement; and (3) all necessary consents or approvals of the City Council or any administrative bodies, governmental authorities, or other parties regarding the execution, delivery and performance by the City of this Agreement have been obtained.

SECTION 13. GENERAL PROVISIONS.

A. **Entire Agreement**. This Agreement constitutes the entire agreement between the Parties and supersedes any and all prior agreements and negotiations between the Parties, whether written or oral, relating to the subject matter of this Agreement.

B. **Amendments and Modifications**. No amendment or modification to this Agreement will be effective until it is reduced to writing and approved and executed by all Parties to this Agreement in accordance with all applicable statutory procedures.

C. **Notices**. Any notice, communication, or demand required or permitted to be given under this Agreement must be in writing and must be delivered: (1) personally, (2) by a reputable overnight courier, or (3) by certified mail, return receipt requested, and deposited in the U.S. Mail, postage prepaid. Unless otherwise provided in this Agreement, notices will be deemed received after the first to occur of: (a) the date of actual receipt; or (b) the date that is one business day after deposit with an overnight courier as evidenced by a receipt of deposit; or (c) the date that is three business days after deposit in the U.S. mail, as evidenced by a return receipt. By notice complying with the requirements of this Section, each Party to this Agreement has the right to change the address or the addressee, or both, for all future notices and communications to them, but no notice of a change of addressee or address will be effective until actually received.



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Notices and communications to the City must be addressed to, and delivered at, the following address:

City of Highland Park
1707 St. Johns Avenue
Highland Park, Illinois 60035
Attention: City Manager

With a copy to:

Elrod Friedman LLP
350 N. Clark Street
Second Floor
Chicago, Illinois 60654
Attention: Steven M. Elrod, Corporation Counsel

Notices and communications to the Business Owner must be addressed to, and delivered at, the following address:

Faye's Diner LLC
156 Lakewood Place
Highland Park, Illinois 60035
Attn: Richard Rosenberg

With a copy to:

_____
_____
_____
Attn: _____

Notices and communications to the Property Owner must be addressed to, and delivered at, the following address:

Tamid Management Holdings LLC
1105 North Milwaukee
Riverwoods, Illinois 60015
Attn: Robert Reisman

With a copy to:

_____
_____
_____
Attn: _____

D. **Governing Law**. This Agreement is to be governed by, and enforced in accordance with, the internal laws, but not the conflict of laws rules, of the State of Illinois.

E. **Interpretation**. This Agreement is to be construed without regard to the identity of the Party who drafted the various provisions of this Agreement. Moreover, each and every provision of this Agreement is to be construed as though all Parties to this Agreement participated

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equally in the drafting of this Agreement. As a result of the foregoing, any rule or construction that a document is to be construed against the drafting Party is not applicable to this Agreement.

F. **Change in Laws**. Except as otherwise explicitly provided in this Agreement, any reference to laws, ordinances, rules, or regulations of any kind includes the laws, ordinances, rules, or regulations of any kind as they may be amended or modified from time to time hereafter.

G. **Headings**. The headings, titles, and captions in this Agreement have been inserted only for convenience and in no way define, limit, extend, or describe the scope or intent of this Agreement.

H. **Time of Essence**. Time is of the essence in the performance of this Agreement.

I. **No Third-Party Beneficiaries**. Except as expressly provided in this Agreement, no claim as a third-party beneficiary under this Agreement by any person, firm, or corporation may be made or will be valid against the City or the Applicant.

J. **Severability.** If any term, covenant, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions will remain in full force and effect and will in no way be affected, impaired, or invalidated.

K. **Calendar Days and Time.** Unless otherwise provided in this Agreement, any reference in this Agreement to "day" or "days" means calendar days and not business days. If the date for giving of any notice required to be given, or the performance of any obligation, under this Agreement falls on a Saturday, Sunday, or federal holiday, then the notice or obligation may be given or performed on the next business day after that Saturday, Sunday, or federal holiday.

L. **Exhibit.** Exhibit A is attached to this Agreement, and by this reference incorporated in and made a part of, this Agreement. In the event of a conflict between the Exhibit and the text of this Agreement, the text of this Agreement will control.

M. **Counterparts**. This Agreement may be executed in several counterparts, each of which, when executed, is to be deemed to be an original, but all of which together constitute one and the same instrument.

N. **Waiver.** Neither the City nor the Applicant are or will be under any obligation to exercise any of the rights granted to them in this Agreement except as it determines to be in its best interest from time to time. The failure of the City or the Applicant to exercise at any time any of those rights is not to be deemed or construed as a waiver of that right, nor will the failure void or affect the City's or the Applicant's respective right, as the case may be, to enforce those rights or any other rights.

O. **Rights Cumulative.** Unless expressly provided to the contrary in this Agreement, each and every one of the rights, remedies, and benefits provided by this Agreement are cumulative and are not exclusive of any other rights, remedies, and benefits allowed by law.

P. **Consents.** Unless otherwise provided in this Agreement, whenever the consent, permission, authorization, approval, acknowledgement, or similar indication of assent of any Party to this Agreement, or of any duly authorized officer, employee, agent, or representative of any

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Party to this Agreement, is required in this Agreement, the consent, permission, authorization, approval, acknowledgement, or similar indication of assent must be in writing.

Q. **Grammatical Usage and Construction.** In construing this Agreement, pronouns include all genders, and the plural includes the singular and vice versa.

R. **City Authority to Execute.** The City hereby warrants and represents to the Applicant that the persons executing this Agreement on its behalf have been properly authorized to do so by the Corporate Authorities.

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

CITY:

CITY OF HIGHLAND PARK,
an Illinois home rule municipal corporation

ATTEST:

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

BUSINESS OWNER:

FAYE'S DINER LLC,
an Illinois limited liability company

By: _____
Name: _____
Title: Owner
Richard Rosenberg

By: _____
Name: _____
Title: _____

PROPERTY OWNER:

TAMID MANAGEMENT HOLDINGS LLC, an Illinois limited liability company

By: _____
Name: TOM KLEIN
Title: PRESIDENT

By: _____
Name: _____
Title: _____

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ACKNOWLEDGEMENTS

STATE OF ILLINOIS)
) SS
COUNTY OF LAKE)

This instrument was acknowledged before me on _____, 2026 by Ghida S. Neukirch, the City Manager of the **CITY OF HIGHLAND PARK**, an Illinois home rule municipal corporation, and by Ashley Palbitska, the Deputy City Clerk of said home rule municipal corporation.

Given under my hand and notarial seal this ___ day of _____, 2026.

Notary Public

My Commission Expires: (SEAL)

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STATE OF ILLINOIS)

) SS

COUNTY OF LAKE)

This instrument was acknowledged before me on 7/28, 2026, by Richard Rosenberg the owner of **FAYE'S DINER LLC**, an Illinois limited liability company, and by _____, the _____ of said limited liability company.

OFFICIAL SEAL
ROBERT A REISMAN
NOTARY PUBLIC, STATE OF ILLINOIS
Commission No. 1013108
My Commission Expires July 7, 2029

SEAL

Signature of Notary

STATE OF ILLINOIS)

) SS

COUNTY OF LAKE)

This instrument was acknowledged before me on July 28, 2026, by Tom Klein the President of **TAMID MANAGEMENT HOLDINGS LLC**, an Illinois limited liability company, and by _____, the _____ of said limited liability company.

Signature of Notary

SEAL

OFFICIAL SEAL
ROBERT A REISMAN
NOTARY PUBLIC, STATE OF ILLINOIS
Commission No. 1013108
My Commission Expires July 7, 2029

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EXHIBIT A

LIST OF EXPENDITURES

- Painting
- Permanent Flooring Materials
- Lighting
- Wood, metalwork, and other decorative elements
- Furniture, fixtures, and equipment
- Kitchen infrastructure
- Kitchen appliances
- Permanent HVAC Equipment
- Fire suppression systems
- Grease traps
- Accessibility improvements

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ECONOMIC INCENTIVE AGREEMENT BY AND AMONG THE CITY OF HIGHLAND PARK, FAYE'S DINER LLC, AND TAMID MANAGEMENT HOLDINGS LLC

THIS ECONOMIC INCENTIVE AGREEMENT ("***Agreement***") is made and entered into as of this ____ day of _____, 2026, by and among the **CITY OF HIGHLAND PARK,** an Illinois home rule municipal corporation ("***City***"), **FAYE'S DINER LLC**, an Illinois limited liability company ("***Business Owner***"), and **TAMID MANAGEMENT HOLDINGS LLC**, an Illinois limited liability company ("***Property Owner***").

IN CONSIDERATION OF the recitals and mutual covenants and agreements set forth herein, the receipt and sufficiency of which are hereby acknowledged, the City, the Business Owner, and the Property Owner hereby agree as follows:

SECTION 1. RECITALS.

A. In recognition of the importance of a successful business environment to the City's tax base, the City desires to enhance the long-term viability of the City's tax base and strengthen the competitive advantage of conducting business within the City by providing, in certain strategic circumstances, assistance and incentives to new and existing business entities in the City.

B. The City established the Food & Beverage Establishment Interior Improvement and Expansion Grant Program to offer significant financial assistance to new and existing full-service and limited-service food and beverage businesses that generate sales tax ("***F&B Grant Program***").

C. The F&B Grant Program aims to encourage property owners to lease to high-quality food and beverage establishments, support the economic vitality of the business community, and remove barriers to existing business growth and new business attraction.

D. The Property Owner is the owner of that certain real property located at 473 Roger Williams Avenue, containing approximately 1,375 interior square feet and 1,000 exterior square feet ("***Property***").

E. The Business Owner is the tenant of the Property and desires to operate a limited-service establishment at the Property ("***Restaurant***").

F. The Business Owner intends to make updates and certain improvements to the Restaurant ("***Improvements***"), which Improvements include painting, installation of permanent flooring materials, lighting and electrical work, installation of carpentry which includes wood, metalwork and other decorative elements, installing furniture, fixtures, equipment, an HVAC system, grease traps, and other equipment, construction of kitchen infrastructure and appliances, and accessibility improvements.

G. The Property Owner contributed financially toward the operation of the Restaurant by providing three months of rent abatement to the Business Owner.

H. The City anticipates that the Improvements at the Restaurant will significantly contribute to the City's economic stability through substantial revenue and employment opportunities.

I. In order to construct the Improvements to the Restaurant at the Property, the Business Owner and the Property Owner (collectively, the "***Applicant***") have requested that the City provide, and the City agrees to provide, an economic incentive grant of up to 50% of the approved expenses related to eligible Improvements, up to a maximum of $150,000 to the Applicant, as set forth in this Agreement.

J. The City, the Business Owner, and the Property Owner desire to enter into this Agreement to enable the use of the Property in a manner that will enhance the business environment of the City.

SECTION 2. DEFINITIONS. Whenever used in this Agreement, the following terms have the following meanings unless a different meaning is required by the context.

A. ***"Commencement Date"*** means August 17, 2026.

B. ***"Corporate Authorities"*** means the Mayor and City Council of the City.

C. ***"Effective Date"*** means the date first written in the first paragraph of the first page of this Agreement.

D. ***"Eligible Costs"*** means those types of expenditures incurred by the Applicant that are eligible for payment or reimbursement through the F&B Grant Program, as outlined in Exhibit A attached to this Agreement.

E. ***"Force Majeure"*** means a strike, lockout, act of God, global, national, or local pandemic, or other factors beyond a Party's reasonable control and reasonable ability to remedy; provided, however, that Force Majeure does not include: (i) delays caused by weather conditions unless those conditions are unusually severe or abnormal considering the time of year and the particular location of the subject property; (ii) economic hardship, impracticability of performance, or commercial, economic, or market conditions, and (iii) obligations to pay monies owed, including the Grant Funds.

F. ***"Grant Funds"*** means the grant to be provided by the City to the Business Owner, to reimburse a portion of the Eligible Costs, as set forth in Section 5 of this Agreement.

G. ***"Lease Agreement"*** has the meaning set forth in Section 3.C of this Agreement.

H. ***"Parties"*** means the City, the Business Owner, and the Property Owner, collectively.

I. "***Redevelopment***" means the renovations and redevelopment of the Restaurant including the Improvements located at the Property undertaken by the Applicant.

J. ***"Requirements of Law"*** has the meaning set forth in Section 5.D of this Agreement.

Other capitalized terms used in this Agreement have the meaning ascribed to them in this Agreement.

SECTION 3. REDEVELOPMENT OF THE PROPERTY.

A. **Development, Use, Operation, and Maintenance.** The Property must be developed, used, operated, and maintained in compliance with all Requirements of Law and this Agreement.

B. **Improvements to the Property.** The Applicant must complete the Improvements on or before December 17, 2026, in accordance with the Requirements of Law. In their absolute and sole discretion, and upon receipt of a written request therefor, the City Manager may extend the deadline for completion of the Improvements by up to 180 days. The Improvements include, without limitation: painting, installation of permanent flooring materials, lighting and electrical work, installation of carpentry which includes wood, metalwork and other decorative elements, installing furniture, fixtures, HVAC system, grease traps and other equipment, construction of kitchen infrastructure, and improvements toward compliance with the Americans with Disabilities Act, all to the extent, in whole or in part, as determined by Applicant in its reasonable discretion taking into account the intended quality and needs of the Restaurant.

C. **Lease of Property.** As a condition of the City paying the Grant Funds as set forth in Section 5 of this Agreement, the Business Owner must submit proof of an agreement for the lease of the Property from the Property Owner ("***Lease Agreement***"), which Lease Agreement must have been executed for at least five years, and must provide a minimum of five years remaining ("***Base Lease Term***").

D. **Completion of Improvements and Verification of Redevelopment Costs.** Notwithstanding any provision of this Agreement to the contrary, the City will not have any obligation to pay any portion of the Grant Funds to the Applicant prior to the Applicant's submission of a detailed cost estimate which separately shows the proposed Improvements, and which must match, in all material respects, the scope of work shown in the Applicant's submitted plans, all to the reasonable satisfaction of the City Manager. The cost estimate must be provided by a general contractor not related to the Applicant, including relation through familial relationships or from any other joint-venture partnership.

E. **Receipts.** The City may refuse to issue a check for the Grant Funds before submittal by the Applicant of all receipts or other evidence of actual payment of the Eligible Costs incurred in the completion of the Redevelopment (collectively, the "***Receipts***").

SECTION 4. OPERATIONAL OBLIGATIONS.

A. **Compliance with City Code.** During the Base Lease Term, the Applicant agrees to maintain the Restaurant and the Property in accordance with all applicable Requirements of Law.

B. **Eminent Domain**. If the whole of the Property is taken by any public authority under the power of eminent domain, the Term of this Agreement will cease as of the day possession is taken by such public authority. If less than all of the Property is so taken, this Agreement will terminate only as to the portion so taken by such public authority as of the day of possession. If the City is the public authority exercising the power of eminent domain, the Applicant will not be required to repay the Grant Funds to the City.

C. **Lease Agreement**. The Applicant agrees to maintain the Improvements in accordance with the Lease Agreement.

D. **Public Rights-of-Way**. The Applicant agrees to repair any damage to any public-right-of-way caused by or in connection with the installation of the Improvements pursuant to this Agreement and in accordance with the Lease Agreement.

E. **Alteration of Improvements**. The Applicant agrees to not alter or remove the Improvements for any reason, without limitation, for at least five years after the Applicant receives the Grant Funds. If any Improvements that have been paid for, in whole or in part, with Grant Funds are removed for any reason within the five-year period beginning upon approval of this Agreement, the entirety of the Grant Funds must be repaid to the City within 30 days after removal of the Improvements.

SECTION 5. AWARD OF GRANT FUNDS.

A. **Grant Funds.** The Grant Funds awarded pursuant to this Agreement will not be offset, reduced, or conditioned upon any other grant, gift, loan or other incentive awarded by any third party to the Applicant. Conditioned on compliance with the disbursement requirements and operational obligations set forth in Sections 3, 4, and 5.B of this Agreement, the City agrees to remit to the Business Owner, at the Applicant's direction, payment of the Grant Funds pursuant to the following schedule: a lump sum payment in an amount equal to the lesser of 50% of the Eligible Costs incurred by Applicant, or $150,000.00, within 45 days after submittal of Receipts or other evidence of actual payment for the Eligible Costs incurred in the completion of the Redevelopment. The Grant Funds must be used only for the costs incurred by the Applicant in constructing the Improvements.

B. **Disbursement Requirements.** The following requirements must be satisfied to the reasonable satisfaction of the City to allow for the disbursement of the Grant Funds:

1. Submission of Lease Agreement. The Applicant must provide a copy of the executed Lease Agreement to the City.

2. Submission of Cost Estimate Breakdown. The Applicant must provide to the City a detailed cost estimate breakdown for the Applicant's obligations of the Redevelopment, in accordance with Section 3.E of this Agreement.

3. Filing of UCC Statement. The Applicant must file with the Illinois Secretary of State an appropriate Uniform Commercial Code Financing Statement identifying the Applicant as debtor and the City as secured party therein, to provide secured rights for the benefit of the City in the furniture, fixtures and equipment, in a form to be approved in advance by the City's Corporation Counsel, which approval may not be unreasonably withheld, conditioned, or delayed.

C. **Closure; Refund of Grant.**

1. Refund of Grant Funds. In the event that, at any time on or before the date that is fifth anniversary of the date of issuance of the Grant Funds, the Applicant either abandons, permanently closes, or terminates the use of the Property for the Restaurant on a permanent basis ("***Closure***"), or alternatively, violates any provision of this

Agreement beyond the applicable cure period set forth in Section 10.B of this Agreement ("***Violation***"), then (subject to Section 4.C of this Agreement): (a) the provisions of this Agreement with regard to the Grant Funds will, as of the date of the Closure or Violation, automatically terminate and become null and void and be of no further force or effect, and the City will have no obligation whatsoever to perform any of its obligations in Section 5 of this Agreement; and (b) within one year after the date of Closure or Violation, the Applicant must refund to the City a portion of the Applicant received by the Applicant prior to the date of the Closure or Violation, as follows:

Date of Closure	**Claw-back Payment**
0-1 years after date of issuance of Grant Funds	100% of the Grant Funds
1-2 years after date of issuance of Grant Funds	80% of the Grant Funds
2-4 years after date of issuance of Grant Funds	60% of the Grant Funds
5 years after date of issuance of Grant Funds	40% of the Grant Funds

The obligations set forth in this Section 5.C.1 survive the termination or expiration of this Agreement.

2. The Applicant must provide the City with no less than 60 days prior written notice, or such shorter period as practical in the event of casualty or eminent domain, prior to Closure if the Closure occurs within the five years after the issuance of the Grant Funds. The Business Owner agrees that the transfer of legal or beneficial interest in all or any portion of the Property or the Restaurant, in accordance with Section 11.C of this Agreement does not constitute a Closure for purposes of this Agreement.

D. **Limitations on Payment of Grant Funds**. The Applicant acknowledges and agrees that the Restaurant must be operated, used and maintained in strict compliance with all applicable City codes, ordinances, and regulations (collectively, the "***Requirements of Law***"), and that if the Applicant fails to comply in all material respects with the Requirements of Law or cure any defects, after the City provides Applicant with written notice of any such defect, failure or violation, within the time set forth in Section 10.B of this Agreement, the City will have the right to suspend payment of the Grant Funds to the Applicant for the period that the Applicant is not in material compliance with the Requirements of Law, and the City will have no further obligation to provide any portion of the Grant Funds to the Applicant until the City determines in its reasonable discretion that the Applicant is in material compliance with the Requirements of Law, at which time all suspended payments will be remitted to the Applicant. A legal nonconformity created as a result of the City's amendment to the Requirements of Law subsequent to the Commencement Date will not constitute a failure of the Applicant to comply with the Requirements of Law.

E. **Commitment to Fair Employment Practices and Affirmative Action; Prevailing Wage**. If and to extent applicable in accordance with the Requirements of Law, the Applicant must comply with the requirements pertaining to fair employment practices and affirmative action described in the Illinois Prevailing Wage Act (820 ILCS 130/0.01 *et seq*.), as may be applicable.

SECTION 6. FORCE MAJEURE.

Except as expressly provided to the contrary in this Agreement, whenever a period of time is provided for in this Agreement for either of the Parties to perform any act or obligation, and the Party, as the case may be, is unable to perform or complete the act or obligation because of a Force Majeure, then upon the occurrence of the Force Majeure, the time period for the performance and completion of the acts or obligations will be extended automatically for a reasonable time to accommodate the delay caused by the Force Majeure.

SECTION 7. LITIGATION AND DEFENSE OF AGREEMENT/INDEMNITY.

A. **Litigation**. If, during the Term of this Agreement, any lawsuits or proceedings are filed or initiated against any Party before any court, commission, board, bureau, agency, unit of government or sub-unit thereof, arbitrator, or other instrumentality, that may materially affect or inhibit the ability of any Party to perform its obligations under, or otherwise to comply with, this Agreement ("***Litigation***"), the Party against which the Litigation is filed or initiated must promptly deliver a copy of the complaint or charge related thereto all other Parties, and must thereafter keep such other Parties fully informed concerning all aspects of the Litigation.

B. **Defense**. The Parties must use their respective good faith efforts to defend the validity of this Agreement, and all ordinances and resolutions adopted, and agreements executed by such Party pursuant to this Agreement, including every portion thereof and every approval given, and every action taken, pursuant thereto. Each Party will have the right to retain its own independent legal counsel, at its own expense, for any matter. The Parties agree to reasonably cooperate with each other to carry out the purpose and intent of this Agreement.

C. **No Liability for City Review**. The Applicant acknowledges and agrees that: (1) the City is not, and will not be, in any way liable for any violations of restrictive covenants applicable to the Property that may occur, or for any damages or injuries that may be sustained, as the result of the City's review and approval of any plans for the Property, or as a result of the issuance of any approvals, permits, certificates, or acceptances relating to the use and development of the Property; and (2) the City's review and approval of any of the plans and the issuance of any of the approvals, permits, certificates, or acceptances does not, and will not, in any way, be deemed to insure the Applicant, or its members, managers, officers, agents, employees, successors, assigns, tenants, or licensees, or any third Party, against restrictive covenant violations or damage or injury of any kind at any time.

D. **City Procedures**. The Applicant acknowledges that notices, meetings, and hearings have been properly given and held by the City with respect to the approval of this Agreement and agrees not to challenge any of those actions on the grounds of any procedural infirmity or of any denial of any procedural right.

E. **Indemnity**. The Applicant agrees to, and does hereby, hold harmless and indemnify the City, the Corporate Authorities, all City elected and appointed officials, officers, employees, agents, representatives, and attorneys (each, an "***Indemnitee***" and collectively, the "***Indemnitees***") from any and all third-party claims that may, at any time, be asserted against any of the Indemnitees in connection with (1) the construction, operation, and maintenance of the Restaurant and the Property; and (2) the performance by the Applicant of its obligations under this Agreement and all related ordinances, resolutions, or other agreements; provided, however, that the Applicant will have no indemnification obligation to any of the Indemnitees to the extent

that any losses or damages claimed are caused by the gross negligence, fraud, or willful misconduct of one or more Indemnitees.

F. **Defense Expenses**. The Applicant hereby agrees to pay, without protest, all actual and reasonable expenses incurred by the City in defending itself with regard to any and all of the claims identified in Section 7.E of this Agreement. These expenses may include, without limitation: (1) all out-of-pocket expenses, including attorneys' and experts' fees, not to exceed their usual and customary fee rates to the City; and (2) the reasonable value of any services rendered by any employees of the City, not to exceed their actual salaries.

G. **Joint and Several Liability.** The obligations and liabilities of the Business Owner and the Property Owner under this Agreement are and will be joint and several.

SECTION 8. TERM.

This Agreement will be in full force and effect for a period commencing on the Commencement Date and through the date that is ten years after the date of the issuance of the Grant Funds for the Restaurant ("***Term***"). During the Term, this Agreement inures to the benefit of and is enforceable by the Applicant, the City, and any of their respective permitted legal representatives, heirs, grantees, successors, and assigns.

SECTION 9. ISSUANCE OF BUILDING PERMITS; PAYMENT OF CITY FEES AND COSTS.

In addition to any other costs, payments, fees, charges, contributions, or dedications specifically required by this Agreement, the Applicant must pay to the City, as and when due, all application, inspection, and permit fees, all other fees, and charges required by applicable City codes, ordinances, resolutions, rules, or regulations, and all reasonable third-party legal, engineering, and other consulting or administrative fees, costs, and expenses. The City agrees to expedite all plan and permit review in connection with the Redevelopment described herein.

SECTION 10. ENFORCEMENT.

A. **Enforcement.** The Parties to this Agreement may, in law or in equity, by suit, action, mandamus, or any other proceeding, including without limitation specific performance (including, without limitation, payment by the City to the Applicant of payments due under this Agreement), enforce or compel the performance of this Agreement; provided, however, that the Applicant agrees that it will not seek, and does not have the right to seek, to recover a judgment for monetary damages against the City, or any past, present, or future director, member, elected or appointed officer, official, agent, representative, employee, or attorney, of the City on account of the negotiation or execution of this Agreement. In addition to every other remedy permitted by law for the enforcement of the terms of this Agreement, the City will be entitled to withhold the issuance of building permits or certificates of occupancy for the Restaurant only when the Applicant has failed or refused to meet fully any of its obligations under this Agreement (after application of any notice and cure provisions). In the event of a judicial proceeding brought by one Party to this Agreement against the other Party to this Agreement pursuant to this Section, the prevailing Party will be entitled to reimbursement from the unsuccessful Party of all costs and expenses, including without limitation reasonable attorneys' fees, incurred in connection with the judicial proceeding.

B. **Notice and Cure.** No Party may exercise the right to bring any suit, action, mandamus, or any other proceeding pursuant to Section 10.A of this Agreement without first providing written notice to all other Parties of the breach or alleged breach and allowing 30 days to cure the breach or alleged breach. If the breach cannot be cured within the 30-day period (***"Time for Cure"***), then the Time for Cure will be extended accordingly, provided that the notified Party has promptly commenced to cure the breach within the Time for Cure and continued to prosecute the cure of the breach with diligence.

SECTION 11. NATURE, SURVIVAL, AND TRANSFER OF OBLIGATIONS.

A. **Obligations.** The Parties agree that all charges payable pursuant to this Agreement, together with interest and costs of collection, including reasonable attorneys' fees, constitute both the personal obligation of the Party liable for its payment, and the successors of that Party.

B. **Binding Effect.** The Applicant acknowledges and agrees that this Agreement is binding upon the Business Owner, the Property Owner, and any and all of their respective successors, permitted assigns, and successor owners of record of all or any portion of the Restaurant.

C. **Transferee Assumption**. To assure that any potential successor, or permitted assign has notice of this Agreement and the benefits and obligations created by it, the Applicant agrees to require, prior to the transfer of a legal or beneficial interest in a majority ownership of, or controlling interest in the Restaurant, the transferee to execute an enforceable transferee assumption agreement in a form reasonably acceptable to the City. The City agrees that, upon a successor becoming bound to the personal obligation created in this Agreement in the manner provided, the liability of the Applicant or other predecessor obligor will be released to the extent of the transferee's assumption of liability. The Applicant agrees to notify the City in writing at least 30 days prior to the date on which the Applicant proposes to transfer a legal or beneficial interest in a majority ownership of, or controlling interest in, the Restaurant to a transferee. Concurrent with any such transfer described in this Section 11.C, the Applicant must provide the City with a fully executed copy of the transferee assumption agreement.

D. **Transfer Defined**. For purposes of this Agreement, the term "transfer" includes any assignment, transfer, sale, transfer to a receiver or to a trustee in bankruptcy, transfer in trust, or other disposition of the Restaurant, in whole or in part, by voluntary or involuntary sale, foreclosure, restructuring, merger, sale and leaseback, consolidation, or otherwise.

E. **Prohibited Assignments**. It is the express intent of the Parties that, except as expressly provided or allowed herein, this Agreement, and all of the rights and privileges granted herein, are for the sole and exclusive benefit of the Applicant for operation of a Restaurant on the Property. Accordingly, notwithstanding any provision of this Agreement, prior to the Grant Funds payment, in the event that either the Business Owner does, or attempts to, voluntarily or involuntarily transfer a majority or controlling interest in the Restaurant without the prior consent of the Corporate Authorities, which consent may be granted or denied in the sole and absolute discretion of the Corporate Authorities, this Agreement, and all of the rights and privileges granted herein, will, at the option of the City, become null and void and be of no force or effect.

SECTION 12. REPRESENTATIONS AND WARRANTIES.

A. **Business Owner's Representations and Warranties**. In order to induce the City to enter into this Agreement and to adopt the ordinances and grant the rights herein provided for, the Business Owner hereby warrants and represents to the City as follows:

1. The Business Owner is a duly organized, validly existing limited liability company in good standing under the laws of the State of Illinois.

2. The Business Owner has the limited liability company authority and the legal right to make, deliver, execute, and perform this Agreement and has taken all necessary actions to authorize the execution, delivery, and performance of this Agreement.

3. All necessary consents of any members or managers or constituent entities, creditors, investors, partners, judicial, or administrative bodies, governmental authorities except the City, or other parties including specifically, but without limitation, all secured parties, regarding the execution and delivery of this Agreement have been obtained.

4. The consent or authorization of, filing with, or other act by or in respect of any governmental authority except the City is not required in connection with the execution, delivery, performance, validity, or enforceability of this Agreement.

5. The individuals executing this Agreement on behalf of the Business Owner have the power and authority to execute and deliver this Agreement on behalf of the Business Owner.

6. The execution, delivery, and performance of this Agreement: (a) is not prohibited by any Requirement of Law or under any contractual obligation of the Business Owner; (b) will not result in a breach or default under any agreement to which the Business Owner is a party or to which the Business Owner, in whole or in part, is bound; and (c) will not violate any restriction, court order, or agreement to which the Business Owner, in whole or in part, is or are subject.

B. **Property Owner's Representations and Warranties**. In order to induce the City to enter into this Agreement and to adopt the ordinances and grant the rights herein provided for, the Property Owner hereby warrants and represents to the City as follows:

1. The Property Owner is a duly organized, validly existing limited liability company in good standing under the laws of the State of Illinois.

2. The Property Owner has the limited liability company authority and the legal right to make, deliver, execute, and perform this Agreement and has taken all necessary actions to authorize the execution, delivery, and performance of this Agreement.

3. All necessary consents of any members or managers or constituent entities, creditors, investors, partners, judicial, or administrative bodies, governmental authorities except the City, or other parties including specifically, but without limitation, all

secured parties, regarding the execution and delivery of this Agreement have been obtained.

4. The consent or authorization of, filing with, or other act by or in respect of any governmental authority except the City is not required in connection with the execution, delivery, performance, validity, or enforceability of this Agreement.

5. The individuals executing this Agreement on behalf of the Property Owner have the power and authority to execute and deliver this Agreement on behalf of the Property Owner.

6. The execution, delivery, and performance of this Agreement: (a) is not prohibited by any Requirement of Law or under any contractual obligation of the Property Owner; (b) will not result in a breach or default under any agreement to which the Property Owner is a party or to which the Property Owner, in whole or in part, is bound; and (c) will not violate any restriction, court order, or agreement to which the Property Owner, in whole or in part, is or are subject.

C. **City's Representations and Warranties**. In order to induce the Applicant to enter into this Agreement, the City hereby warrants and represents to the Applicant as follows: (1) the operation of the Restaurant at the Property is allowed as of right under the current zoning classification of the Property, without any variance being required; (2) the funds for the Grant Funds are held by or on account of the City, and are available for timely disbursement pursuant to this Agreement; and (3) all necessary consents or approvals of the City Council or any administrative bodies, governmental authorities, or other parties regarding the execution, delivery and performance by the City of this Agreement have been obtained.

SECTION 13. GENERAL PROVISIONS.

A. **Entire Agreement**. This Agreement constitutes the entire agreement between the Parties and supersedes any and all prior agreements and negotiations between the Parties, whether written or oral, relating to the subject matter of this Agreement.

B. **Amendments and Modifications**. No amendment or modification to this Agreement will be effective until it is reduced to writing and approved and executed by all Parties to this Agreement in accordance with all applicable statutory procedures.

C. **Notices**. Any notice, communication, or demand required or permitted to be given under this Agreement must be in writing and must be delivered: (1) personally, (2) by a reputable overnight courier, or (3) by certified mail, return receipt requested, and deposited in the U.S. Mail, postage prepaid. Unless otherwise provided in this Agreement, notices will be deemed received after the first to occur of: (a) the date of actual receipt; or (b) the date that is one business day after deposit with an overnight courier as evidenced by a receipt of deposit; or (c) the date that is three business days after deposit in the U.S. mail, as evidenced by a return receipt. By notice complying with the requirements of this Section, each Party to this Agreement has the right to change the address or the addressee, or both, for all future notices and communications to them, but no notice of a change of addressee or address will be effective until actually received.

Notices and communications to the City must be addressed to, and delivered at, the following address:

City of Highland Park
1707 St. Johns Avenue
Highland Park, Illinois 60035
Attention: City Manager

With a copy to:

Elrod Friedman LLP
350 N. Clark Street
Second Floor
Chicago, Illinois 60654
Attention: Steven M. Elrod, Corporation Counsel

Notices and communications to the Business Owner must be addressed to, and delivered at, the following address:

Faye's Diner LLC
156 Lakewood Place
Highland Park, Illinois 60035
Attn: Richard Rosenberg

With a copy to:

_____
_____
_____
Attn: _____

Notices and communications to the Property Owner must be addressed to, and delivered at, the following address:

Tamid Management Holdings LLC
1105 North Milwaukee
Riverwoods, Illinois 60015
Attn: Robert Reisman

With a copy to:

_____
_____
_____
Attn: _____

D. **Governing Law**. This Agreement is to be governed by, and enforced in accordance with, the internal laws, but not the conflict of laws rules, of the State of Illinois.

E. **Interpretation**. This Agreement is to be construed without regard to the identity of the Party who drafted the various provisions of this Agreement. Moreover, each and every provision of this Agreement is to be construed as though all Parties to this Agreement participated

equally in the drafting of this Agreement. As a result of the foregoing, any rule or construction that a document is to be construed against the drafting Party is not applicable to this Agreement.

F. **Change in Laws**. Except as otherwise explicitly provided in this Agreement, any reference to laws, ordinances, rules, or regulations of any kind includes the laws, ordinances, rules, or regulations of any kind as they may be amended or modified from time to time hereafter.

G. **Headings**. The headings, titles, and captions in this Agreement have been inserted only for convenience and in no way define, limit, extend, or describe the scope or intent of this Agreement.

H. **Time of Essence**. Time is of the essence in the performance of this Agreement.

I. **No Third-Party Beneficiaries**. Except as expressly provided in this Agreement, no claim as a third-party beneficiary under this Agreement by any person, firm, or corporation may be made or will be valid against the City or the Applicant.

J. **Severability.** If any term, covenant, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions will remain in full force and effect and will in no way be affected, impaired, or invalidated.

K. **Calendar Days and Time.** Unless otherwise provided in this Agreement, any reference in this Agreement to "day" or "days" means calendar days and not business days. If the date for giving of any notice required to be given, or the performance of any obligation, under this Agreement falls on a Saturday, Sunday, or federal holiday, then the notice or obligation may be given or performed on the next business day after that Saturday, Sunday, or federal holiday.

L. **Exhibit.** Exhibit A is attached to this Agreement, and by this reference incorporated in and made a part of, this Agreement. In the event of a conflict between the Exhibit and the text of this Agreement, the text of this Agreement will control.

M. **Counterparts**. This Agreement may be executed in several counterparts, each of which, when executed, is to be deemed to be an original, but all of which together constitute one and the same instrument.

N. **Waiver.** Neither the City nor the Applicant are or will be under any obligation to exercise any of the rights granted to them in this Agreement except as it determines to be in its best interest from time to time. The failure of the City or the Applicant to exercise at any time any of those rights is not to be deemed or construed as a waiver of that right, nor will the failure void or affect the City's or the Applicant's respective right, as the case may be, to enforce those rights or any other rights.

O. **Rights Cumulative.** Unless expressly provided to the contrary in this Agreement, each and every one of the rights, remedies, and benefits provided by this Agreement are cumulative and are not exclusive of any other rights, remedies, and benefits allowed by law.

P. **Consents.** Unless otherwise provided in this Agreement, whenever the consent, permission, authorization, approval, acknowledgement, or similar indication of assent of any Party to this Agreement, or of any duly authorized officer, employee, agent, or representative of any

Party to this Agreement, is required in this Agreement, the consent, permission, authorization, approval, acknowledgement, or similar indication of assent must be in writing.

Q. **Grammatical Usage and Construction.** In construing this Agreement, pronouns include all genders, and the plural includes the singular and vice versa.

R. **City Authority to Execute.** The City hereby warrants and represents to the Applicant that the persons executing this Agreement on its behalf have been properly authorized to do so by the Corporate Authorities.

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

CITY:

CITY OF HIGHLAND PARK,
an Illinois home rule municipal corporation

ATTEST:

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

BUSINESS OWNER:

FAYE'S DINER LLC,
an Illinois limited liability company

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

PROPERTY OWNER:

TAMID MANAGEMENT HOLDINGS LLC, an Illinois limited liability company

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

ACKNOWLEDGEMENTS

STATE OF ILLINOIS)
) SS
COUNTY OF LAKE)

This instrument was acknowledged before me on _____, 2026 by Ghida S. Neukirch, the City Manager of the **CITY OF HIGHLAND PARK**, an Illinois home rule municipal corporation, and by Ashley Palbitska, the Deputy City Clerk of said home rule municipal corporation.

Given under my hand and notarial seal this ___ day of _____, 2026.

Notary Public

My Commission Expires: (SEAL)

STATE OF ILLINOIS)

) SS

COUNTY OF LAKE)

This instrument was acknowledged before me on _____, 2026, by _____ the _____ of **FAYE'S DINER LLC**, an Illinois limited liability company, and by _____, the _____ of said limited liability company.

_____
Signature of Notary

SEAL

STATE OF ILLINOIS)

) SS

COUNTY OF LAKE)

This instrument was acknowledged before me on _____, 2026, by _____ the _____ of **TAMID MANAGEMENT HOLDINGS LLC**, an Illinois limited liability company, and by _____, the _____ of said limited liability company.

_____
Signature of Notary

SEAL

EXHIBIT A

LIST OF EXPENDITURES

- Painting
- Permanent Flooring Materials
- Lighting
- Wood, metalwork, and other decorative elements
- Furniture, fixtures, and equipment
- Kitchen infrastructure
- Kitchen appliances
- Permanent HVAC Equipment
- Fire suppression systems
- Grease traps
- Accessibility improvements



Scanned with CamScanner

Staff Report

Meeting Date: August 17, 2026

Staff Contact: Corey Cohn, Business Development Specialist

Department: City Manager's Office

Title: A Resolution entering into an Exterior Improvement Grant for Faye's Diner (473 Roger Williams Avenue)

Recommendation:
Staff recommends approving funding from the Exterior Improvement Grant Program not to exceed $12,773 for Faye's Diner LLC towards eligible grant improvements at 473 Roger Williams Avenue.

Policy Consideration:
In recognition of the importance of independent merchants to the City's vibrancy and tax base, the Exterior Improvement Program Grant (EIP), effective January 1, 2024, encourages the improvement and revitalization of the visible exterior appearance of existing buildings. A copy of the completed application from Faye's Diner LLC is on file in the City Manager's Office. All terms have been agreed to and the proposed agreement has been fully executed by the applicant.

Eligible Improvements

- Replacing or repainting windows
- Painting
- Installing, replacing, repainting, or restoring permanent signs

Program Requirements and Required Documentation Received

- The property owner's written consent on the application form to implement the improvements and participate in the program.
- Photos of the existing façade with a diagram outlining the scope of the area to be repaired.
- Itemized costs for the proposed project.

Cost Estimates
The applicant provided two cost proposals for both of the eligible improvements. The applicant intends to select the contractors with the lowest bid at a total cost of $25,550. The grant request of $12,775 is in accordance with the City's current ordinance, as it does not exceed the maximum cap of $20,000 or 50% of the total eligible improvements.

Eligibility
Faye's Diner LLC has met all program requirements per Chapter 107 of "The Highland Park Code of 1968." The application is eligible for consideration of a grant. Staff confirmed that this business generates sales tax as the program requires. Council action on this item constitutes approval of funding through the EIP contingent on the applicant receiving all necessary permit approvals separate from this application and the submittal of paid invoices.

Core Priorities:

Fiscal Stability
Faye's Diner LLC is eligible for a grant up to $12,775. Funds for the Exterior Improvement Grant Program are budgeted in FY2026 in account 1110107.62100 *Business Development Activities & Programming*.

Economic Development
The Exterior Improvement Grant directly contributes to economic development by lowering the financial barrier for property owners and sales tax-producing businesses to make structural, functional, and aesthetic upgrades and provide necessary signage. Through this incentive program, the City effectively leverages public funds to stimulate greater private investment in commercial real estate improvements. For Faye's Diner, the installation of bifold windows, along with upgraded awnings and signage, ensures clear branding and easy recognition of a new dining destination.

Vibrancy
The Grant Program significantly boosts community vibrancy by directly improving the overall aesthetic of commercial business districts. Enhanced signage and the addition of bifold windows create a welcoming, safe, and visually appealing dining environment. Increased foot traffic and public engagement in the business districts are key indicators of a thriving, dynamic community life.

Attachments:
1. Resolution - Approving EIP Grant for Faye's Diner LLC
2. Existing Facade - Faye's Diner
3. Rendering - Faye's Diner

CITY OF HIGHLAND PARK

RESOLUTION NO. R2026-_____

A RESOLUTION APPROVING AN EXTERIOR IMPROVEMENT GRANT FOR FAYE'S DINER LLC D/B/A FAYE'S DINER

WHEREAS, the City of Highland Park ("***City***") recognizes the importance of independent merchants to the City's vibrancy, quality of life, and tax base; and

WHEREAS, Chapter 107 of "The Highland Park Code of 1968," as amended ("***City Code***"), establishes the City's Exterior Improvement Program, through which the City provides financial assistance to sales tax generating businesses and property owners to improve the appearance and image of business properties; and

WHEREAS, the City has designated funds in the City's FY2026 budget to approve Exterior Improvement Program grants ("***EIP Grants***"); and

WHEREAS, Richard Rosenberg ("***Applicant***") is the business owner of Faye's Diner LLC d/b/a Faye's Diner, located at the address commonly known as 473 Roger Williams Avenue ("***Property***"); and

WHEREAS, the Applicant has submitted an application for an EIP Grant from the City to improve the exterior of the Property ("***Approved Eligible Improvements***"); and

WHEREAS, the City Manager has determined that the Applicant qualifies for an EIP Grant and has recommended issuance of an EIP Grant to the Applicant; and

WHEREAS, the City Council has determined that it will serve and be in the best interest of the City to award an EIP Grant to the Applicant in accordance with, and subject to, the conditions, restrictions, and provisions of this Resolution;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HIGHLAND PARK, LAKE COUNTY, ILLINOIS, as follows:

SECTION ONE: RECITALS. The foregoing recitals are incorporated into, and made a part of, this Resolution as findings of the City Council.

SECTION TWO: APPROVAL OF EIP GRANT. Subject to, and contingent upon, the conditions set forth in Section Three of this Resolution, the City Council hereby approves the issuance of an EIP Grant to the Applicant in an amount not to exceed 50% of the cost of the Approved Eligible Improvements and up to a maximum of $12,775, in accordance with, and pursuant to, Section 107.006(C) of the City Code and the home rule powers of the City.

SECTION THREE: CONDITIONS. The approval granted in Section Two of this Resolution is expressly subject to and contingent upon the Applicant's compliance with the following conditions:

A. Completion of Construction. The Applicant must complete construction of the Approved Eligible Improvements on or before December 31, 2026, unless the City Manager approves an extension in writing.

B. **Prevailing Wages.** The Applicant must comply, and will cause all contractors constructing the Approved Eligible Improvements to comply, with the Illinois Prevailing Wage Act (820 ILCS 130/0.01 *et seq*.), as it may be applicable.

C. **Property-Specific Grant.** The EIP Grant approved pursuant to this Resolution is available to the Applicant only for the Property and may not be used for improvements at any other location.

SECTION FOUR: EFFECTIVE DATE. This Resolution will be in full force and effect upon its passage and approval by a majority of the members of the City Council.

AYES:

NAYS:

ABSENT:

PASSED:

APPROVED:

RESOLUTION NO. R2026-_____

_____
Nancy R. Rotering, Mayor

ATTEST:

_____
Ghida S. Neukirch, City Clerk


Faye's
Diner
COMING
SOON
471
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Faye's Diner
Faye's
DINER
Faye's
DINER
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471

Staff Report

Meeting Date: August 17, 2026

Staff Contact: Corey Cohn, Business Development Specialist
Erin Jason, Assistant City Manager

Department: City Manager's Office

Title: Amendment to Economic Incentive Agreement with Bandido Inc. (493 Central Avenue)

Recommendation:
Staff recommends payment of $26,175 from the Food & Beverage Interior Improvement and Expansion Grant Program to Bandido Inc. d/b/a Tamales Mexican Joint by repealing the previous approval under Resolution No. R151-2025 (adopted December 15, 2025), and waiving the requirement for Imperial Realty Company, the property owner, to sign. This recommendation is a one-time, good-faith exception made to support the business owner, who has met all grant requirements and invested significant capital in the project. This exception is not intended to establish a precedent for future economic incentive agreements.

Policy Consideration:
Background
The Food & Beverage Establishment Interior Improvement and Expansion Grant Program assists eligible food and beverage establishments by providing up to 50% reimbursement of eligible upgrade and expansion costs (maximum award of $100,000 for limited-service establishments). Bandido Inc. d/b/a Tamales Mexican Joint, located at 493 Central Avenue, applied for grant funding in October 2025. Imperial Realty signed the initial grant application as the property owner and included a letter stating that they had provided the tenant with below-market rent and had extended a long-term lease at below-market rates. Prior to Council approval on December 15, 2025, Imperial Realty confirmed via email that they agreed to the terms of the grant agreement. The applicant completed $52,350 in eligible renovations (painting, electrical, custom booths, and flooring), resulting in a 50% rebate of $26,175.

Following Council approval, Imperial Realty refused to execute the formal agreement. They objected post-approval to Section 5, Paragraph C ("Refund of Grant Funds"), which triggers a 5-year clawback of municipal funds if the business permanently closes. Imperial Realty demanded the removal of all property owner liability, despite having reviewed the terms without objection prior to final Council action. City Staff engaged in extensive dialogue prior to an impasse in negotiations. On July 15, 2026, staff submitted a best-and-final proposal offering Imperial Realty

the option to avoid monetary liability by committing to lease the unit to another food-and-beverage operator within one year of a potential closure. On July 23, 2026, Imperial Realty rejected the proposal, stating they would only sign if the tenant personally guaranteed 100% of the clawback liability; staff concludes that this action is not within the spirit of the grant program as entered into by the business owner. The operators of Tamales budgeted the $26,175 rebate directly into their operating cash flow. Imperial Realty's refusal to sign the agreement has created a severe financial strain on the local business owner. Corporation Counsel advised against removing property owner participation. However, staff recommends disbursing the funds directly to the tenant to honor the City's financial commitment to the local business.

This action is not intended to set a precedent for future disputes by property owners. To ensure this dispute is not repeated, City staff immediately instituted two administrative corrections to the grant process:

1. Application materials now explicitly state that both business owners and property owners share liability for repayment if clawback clauses are triggered.
2. Grant agreements must be fully reviewed, approved, and signed by both the business owner and property owner prior to scheduling the item for a City Council vote.

Core Priorities:

Fiscal Stability

Bandido Inc. d/b/a Tamales Mexican Joint is eligible for a grant of up to $26,175. Funds for the Food & Beverage Interior Improvement and Expansion Grant Program were budgeted in FY2025 in account 1110107.62100 *Business Development Activities & Programming* and transferred to the FY2026 budget in the May 2026 budget amendment.

Economic Development

This disbursement advances the City's economic development priorities by maintaining local business confidence in municipal incentive programs and protecting private capital investments made in Highland Park. By disbursing these funds while simultaneously tightening administrative controls to mandate signed pre-council agreements, the City fosters a predictable, supportive environment for long-term sales-tax-generating businesses.

Vibrancy

Disbursing the grant directly to Tamales Mexican Joint preserves commercial district vibrancy by sustaining an active, high-quality storefront dining destination in a primary commercial corridor. Releasing these funds prevents immediate cash-flow hardship for a dedicated local operator, ensuring the business remains open, competitive, and able to attract foot traffic and visitors to the downtown area.

Attachments:

1. Resolution Bandido Inc. Incentive Agreement and Repealing Resolution No. R151-2025
2. Amended Economic Incentive Agreement for Bandido Inc.-Signed-Notarized

CITY OF HIGHLAND PARK

RESOLUTION NO. R2026-_____

A Resolution Approving an Economic Incentive Agreement with Bandido Inc. d/b/a Tamales Mexican Restaurant and Repealing Resolution No. R151-2025

WHEREAS, Bandido Inc. d/b/a Tamales Mexican Restaurant, an Illinois corporation (***"Applicant"***), is the tenant of, and desires to operate a limited-service restaurant space (***"Restaurant"***) at, 493 Central Avenue, in the City (***"Property"***); and

WHEREAS, the Applicant intends to make updates and certain improvements to the Property for the benefit of the Restaurant, which will enhance the City's tax base and generate new business in the City; and

WHEREAS, the Applicant has requested that, to enable the development of the Restaurant on the Property, the City provide an economic incentive grant of up to $52,350 to assist in the improvement of the Restaurant (***"Grant"***); and

WHEREAS, the City and the Applicant desire to enter into an economic incentive agreement to set forth their respective rights and responsibilities regarding the provision of the Grant and the improvement and operation of the Restaurant (***"Agreement"***); and

WHEREAS, the City Council has determined that it will serve and be in the best interest of the City and its residents to enter into the Agreement with the Applicant;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HIGHLAND PARK, LAKE COUNTY, ILLINOIS, as follows:

SECTION ONE: RECITALS. The foregoing recitals are incorporated into, and made a part of, this Resolution as findings of the City Council.

SECTION TWO: APPROVAL OF AGREEMENT. The Agreement between and between the City and the Applicant is hereby approved in substantially the form attached to this Resolution as **Exhibit A**, and in a final form to be approved by the City Manager and the Corporation Counsel.

SECTION THREE: EXECUTION OF AGREEMENT. The City Manager and the Deputy City Clerk are hereby authorized and directed to execute and attest the Agreement with the Applicant upon receipt by the City Clerk of at least one original copy of the Agreement executed by the Applicant; provided, however, that if an executed copy of the Agreement is not received by the City Clerk within 30 days after the effective date of this Resolution, then this authority to execute and attest the Agreement will, at the option of the City Council, be null and void.

SECTION FOUR: REPEALER. Resolution No. R151-2025, adopted by the City Council on December 15, 2025, is hereby repealed in its entirety and is of no further force or effect.

SECTION FIVE: EFFECTIVE DATE. This Resolution will be in full force and effect upon its passage and approval by a majority of the members of the City Council.

AYES:

NAYS:

ABSENT:

PASSED:

APPROVED:

RESOLUTION NO.

_____

Nancy R. Rotering, Mayor

ATTEST:

_____

Ghida S. Neukirch, City Clerk

EXHIBIT A

AGREEMENT

ECONOMIC INCENTIVE AGREEMENT BY AND BETWEEN THE CITY OF HIGHLAND PARK AND BANDIDO INC. D/B/A TAMALES MEXICAN RESTAURANT

THIS ECONOMIC INCENTIVE AGREEMENT (***"Agreement"***) is made and entered into as of this ____ day of _____, 2026, by and between the **CITY OF HIGHLAND PARK,** an Illinois home rule municipal corporation (***"City"***), and **BANDIDO INC.**, an Illinois corporation (***"Applicant"***) d/b/a Tamales Mexican Restaurant.

IN CONSIDERATION OF the recitals and mutual covenants and agreements set forth herein, the receipt and sufficiency of which are hereby acknowledged, the City and the Applicant hereby agree as follows:

SECTION 1. RECITALS.

A. In recognition of the importance of a successful business environment to the City's tax base, the City desires to enhance the long-term viability of the City's tax base and strengthen the competitive advantage of conducting business within the City by providing, in certain strategic circumstances, assistance and incentives to new and existing business entities in the City.

B. The City established the Food & Beverage Establishment Interior Improvement and Expansion Grant Program to offer significant financial assistance to new and existing full-service and limited-service food and beverage businesses that generate sales tax (***"F&B Grant Program"***).

C. The F&B Grant Program aims to encourage property owners to lease to high-quality food and beverage establishments, support the economic vitality of the business community, and remove barriers to existing business growth and new business attraction.

D. The Applicant is the tenant of that certain real property located at 493 Central Avenue, containing approximately 3,000 interior square feet and 800 exterior square feet (***"Property"***) and operates a limited-service establishment at the Property (***"Restaurant"***).

E. The Applicant intends to make updates and certain improvements to the Restaurant (***"Improvements"***), which Improvements include painting, installation of permanent flooring materials, lighting and electrical work, installation of booths and carpentry which includes wood, metalwork and other decorative elements, and installing furniture, fixtures and other equipment.

F. The City anticipates that the Improvements at the Restaurant will significantly contribute to the City's economic stability through substantial revenue and employment opportunities.

G. In order to construct the Improvements to the Restaurant at the Property, the Applicant has requested that the City provide, and the City agrees to provide, an economic incentive grant of up to 100% of the approved expenses related to eligible Improvements, up to a maximum of $26,175 to the Applicant, as set forth in this Agreement.

H. The City and the Applicant desire to enter into this Agreement to enable the use of the Property in a manner that will enhance the business environment of the City.

SECTION 2. DEFINITIONS. Whenever used in this Agreement, the following terms have the following meanings unless a different meaning is required by the context.

A. ***"Commencement Date"*** means _____ __, _____.

B. ***"Corporate Authorities"*** means the Mayor and City Council of the City.

C. ***"Effective Date"*** means the date first written in the first paragraph of the first page of this Agreement.

D. ***"Eligible Costs"*** means those types of expenditures incurred by the Applicant that are eligible for payment or reimbursement through the F&B Grant Program, as outlined in Exhibit A attached to this Agreement.

E. ***"Force Majeure"*** means a strike, lockout, act of God, global, national, or local pandemic, or other factors beyond a Party's reasonable control and reasonable ability to remedy; provided, however, that Force Majeure does not include: (i) delays caused by weather conditions unless those conditions are unusually severe or abnormal considering the time of year and the particular location of the subject property; (ii) economic hardship, impracticability of performance, or commercial, economic, or market conditions, and (iii) obligations to pay monies owed, including the Grant Funds.

F. ***"Grant Funds"*** means the grant to be provided by the City to the Applicant, to reimburse a portion of the Eligible Costs, as set forth in Section 5 of this Agreement.

G. ***"Lease Agreement"*** has the meaning set forth in Section 3.C of this Agreement.

H. ***"Parties"*** means the City and the Applicant, collectively.

I. "***Redevelopment***" means the renovations and redevelopment of the Restaurant including the Improvements located at the Property undertaken by the Applicant.

J. ***"Requirements of Law"*** has the meaning set forth in Section 5.D of this Agreement.

Other capitalized terms used in this Agreement have the meaning ascribed to them in this Agreement.

SECTION 3. REDEVELOPMENT OF THE PROPERTY.

A. **Development, Use, Operation, and Maintenance.** The Property must be developed, used, operated, and maintained in compliance with all Requirements of Law and this Agreement.

B. **Improvements to the Property.** As of June 12, 2026, the Applicant has completed installation of the Improvements, in accordance with the Requirements of Law. The Improvements include, without limitation: flooring, painting, lighting, décor, furniture, fixtures, and equipment, all to the extent, in whole or in part, as determined by Applicant in its reasonable discretion taking into account the intended quality and needs of the Restaurant.

C. **Lease of Property.** As a condition of the City paying the Grant Funds as set forth in Section 5 of this Agreement, the Applicant must submit proof of an agreement with the owner of the Property for the lease of the Property (***"Lease Agreement"***), which Lease Agreement must have been executed for at least five years, and must provide a minimum of five years remaining (***"Base Lease Term"***).

D. **Completion of Improvements and Verification of Redevelopment Costs.** Notwithstanding any provision of this Agreement to the contrary, the City will not have any obligation to pay any portion of the Grant Funds to the Applicant prior to the Applicant's submission of a detailed cost estimate which separately shows the proposed Improvements, and which must match, in all material respects, the scope of work shown in the Applicant's submitted plans, all to the reasonable satisfaction of the City Manager. The cost estimate must be provided by a general contractor not related to the Applicant, including relation through familial relationships or from any other joint-venture partnership.

E. **Receipts.** The City may refuse to issue a check for the Grant Funds before submittal by the Applicant of all receipts or other evidence of actual payment of the Eligible Costs incurred in the completion of the Redevelopment (collectively, the ***"Receipts"***).

SECTION 4. OPERATIONAL OBLIGATIONS.

A. **Compliance with City Code.** During the Base Lease Term, the Applicant agrees to maintain the Restaurant in accordance with all applicable Requirements of Law.

B. **Eminent Domain**. If the whole of the Property is taken by any public authority under the power of eminent domain, the Term of this Agreement will cease as of the day possession shall be taken by such public authority. If less than all of the Property is so taken, this Agreement will terminate only as to the portion so taken by such public authority as of the day of possession. If the City is the public authority exercising the power of eminent domain, the Applicant will not be required to repay the Grant Funds to the City.

C. **Lease Agreement**. The Applicant agrees to maintain the Improvements in accordance with the Lease Agreement.

D. **Public Rights-of-Way**. The Applicant agrees to repair any damage to any public-right-of-way caused by or in connection with the installation of the Improvements pursuant to this Agreement and in accordance with the Lease Agreement.

E. **Alteration of Improvements**. The Applicant agrees to not alter or remove the Improvements for any reason, without limitation, for at least five years after the Applicant receives the Grant Funds. If any Improvements that have been paid for, in whole or in part, with Grant Funds are removed for any reason within the five-year period beginning upon approval of this Agreement, the entirety of the Grant Funds must be repaid to the City within 30 days after removal of the Improvements.

SECTION 5. AWARD OF GRANT FUNDS.

A. **Grant Funds.** The Grant Funds awarded pursuant to this Agreement will not be offset, reduced, or conditioned upon any other grant, gift, loan or other incentive awarded by any third party to the Applicant. Conditioned on compliance with the disbursement requirements and operational obligations set forth in Sections 3, 4, and 5.B of this Agreement, the City agrees to

remit to the Applicant payment of the Grant Funds pursuant to the following schedule: a lump sum payment of $26,175 within 45 days after submittal of Receipts or other evidence of actual payment for the Eligible Costs incurred in the completion of the Redevelopment. The Grant Funds must be used only for the costs incurred by the Applicant in constructing the Improvements.

B. **Disbursement Requirements.** The following requirements must be satisfied to the reasonable satisfaction of the City to allow for the disbursement of the Grant Funds:

1. Submission of Lease Agreement. The Applicant must provide a copy of the executed Lease Agreement to the City.

2. Submission of Cost Estimate Breakdown. The Applicant must provide to the City a detailed cost estimate breakdown for the Applicant's obligations of the Redevelopment, in accordance with Section 3.E of this Agreement.

3. Filing of UCC Statement. The Applicant must file with the Illinois Secretary of State an appropriate Uniform Commercial Code Financing Statement identifying the Applicant as debtor and the City as secured party therein, to provide secured rights for the benefit of the City in the furniture, fixtures and equipment, in a form to be approved in advance by the City's Corporation Counsel, which approval may not be unreasonably withheld, conditioned, or delayed.

C. **Closure; Refund of Grant.**

1. Refund of Grant Funds. In the event that, at any time on or before the date that is fifth anniversary of the date of issuance of the Grant Funds, the Applicant either abandons, permanently closes, or terminates the use of the Property for the Restaurant on a permanent basis (***"Closure"***), or alternatively, violates any provision of this Agreement beyond the applicable cure period set forth in Section 10.B of this Agreement (***"Violation"***), then (subject to Section 4.C of this Agreement): (a) the provisions of this Agreement with regard to the Grant Funds will, as of the date of the Closure or Violation, automatically terminate and become null and void and be of no further force or effect, and the City will have no obligation whatsoever to perform any of its obligations in Section 5 of this Agreement; and (b) within one year after the date of Closure or Violation, the Applicant must refund to the City a portion of the Applicant received by the Applicant prior to the date of the Closure or Violation, as follows:

Date of Closure	**Claw-back Payment**
0-1 years after date of issuance of Grant Funds	100% of the Grant Funds
1-2 years after date of issuance of Grant Funds	80% of the Grant Funds
2-4 years after date of issuance of Grant Funds	60% of the Grant Funds
5 years after date of issuance of Grant Funds	40% of the Grant Funds

The obligations set forth in this Section 5.C.1 survive the termination or expiration of this Agreement.

2. The Applicant must provide the City with no less than 60 days prior written notice, or such shorter period as practical in the event of casualty or eminent domain, prior

to Closure if the Closure occurs within the five years after the issuance of the Grant Funds. The Applicant agrees that the transfer of legal or beneficial interest in all or any portion of the Property or the Restaurant, in accordance with Section 11.C of this Agreement does not constitute a Closure for purposes of this Agreement.

D. **Limitations on Payment of Grant Funds**. The Applicant acknowledges and agrees that the Restaurant must be operated, used and maintained in strict compliance with all applicable City codes, ordinances, and regulations (collectively, the ***"Requirements of Law"***), and that if the Applicant fails to comply in all material respects with the Requirements of Law or cure any defects, after the City provides the Applicant with written notice of any such defect, failure or violation, within the time set forth in Section 10.B of this Agreement, the City will have the right to suspend payment of the Grant Funds to the Applicant for the period that the Applicant is not in material compliance with the Requirements of Law, and the City will have no further obligation to provide any portion of the Grant Funds to the Applicant until the City determines in its reasonable discretion that the Applicant is in material compliance with the Requirements of Law, at which time all suspended payments will be remitted to the Applicant. A legal nonconformity created as a result of the City's amendment to the Requirements of Law subsequent to the Commencement Date will not constitute a failure of the Applicant to comply with the Requirements of Law.

E. **Commitment to Fair Employment Practices and Affirmative Action; Prevailing Wage**. If and to extent applicable in accordance with the Requirements of Law, the Applicant must comply with the requirements pertaining to fair employment practices and affirmative action described in the Illinois Prevailing Wage Act (820 ILCS 130/0.01 *et seq.*), as may be applicable.

SECTION 6. FORCE MAJEURE.

Except as expressly provided to the contrary in this Agreement, whenever a period of time is provided for in this Agreement for either of the Parties to perform any act or obligation, and the Party, as the case may be, is unable to perform or complete the act or obligation because of a Force Majeure, then upon the occurrence of the Force Majeure, the time period for the performance and completion of the acts or obligations will be extended automatically for a reasonable time to accommodate the delay caused by the Force Majeure.

SECTION 7. LITIGATION AND DEFENSE OF AGREEMENT/INDEMNITY.

A. **Litigation**. If, during the Term of this Agreement, any lawsuits or proceedings are filed or initiated against any Party before any court, commission, board, bureau, agency, unit of government or sub-unit thereof, arbitrator, or other instrumentality, that may materially affect or inhibit the ability of any Party to perform its obligations under, or otherwise to comply with, this Agreement (***"Litigation"***), the Party against which the Litigation is filed or initiated must promptly deliver a copy of the complaint or charge related thereto to the other Party, and must thereafter keep the other Party fully informed concerning all aspects of the Litigation.

B. **Defense**. The Parties must use their respective good faith efforts to defend the validity of this Agreement, and all ordinances and resolutions adopted, and agreements executed by such Party pursuant to this Agreement, including every portion thereof and every approval given, and every action taken, pursuant thereto. Each Party will have the right to retain its own independent legal counsel, at its own expense, for any matter. The Parties agree to reasonably cooperate with each other to carry out the purpose and intent of this Agreement.

C. **No Liability for City Review**. The Applicant acknowledges and agrees that: (1) the City is not, and will not be, in any way liable for any violations of restrictive covenants applicable to the Property that may occur, or for any damages or injuries that may be sustained, as the result of the City's review and approval of any plans for the Property, or as a result of the issuance of any approvals, permits, certificates, or acceptances relating to the use and development of the Property; and (2) the City's review and approval of any of the plans and the issuance of any of the approvals, permits, certificates, or acceptances does not, and will not, in any way, be deemed to insure the Applicant, or its members, managers, officers, agents, employees, successors, assigns, tenants, or licensees, or any third party, against restrictive covenant violations or damage or injury of any kind at any time.

D. **City Procedures**. The Applicant acknowledges that notices, meetings, and hearings have been properly given and held by the City with respect to the approval of this Agreement and agrees not to challenge any of those actions on the grounds of any procedural infirmity or of any denial of any procedural right.

E. **Indemnity**. The Applicant agrees to, and does hereby, hold harmless and indemnify the City, the Corporate Authorities, all City elected and appointed officials, officers, employees, agents, representatives, and attorneys (each, an ***"Indemnitee"*** and collectively, the ***"Indemnitees"***) from any and all third-party claims that may, at any time, be asserted against any of the Indemnitees in connection with: (1) the construction, operation, and maintenance of the Restaurant and the Property; and (2) the performance by the Applicant of its obligations under this Agreement and all related ordinances, resolutions, or other agreements; provided, however, that the Applicant will have no indemnification obligation to any of the Indemnitees to the extent that any losses or damages claimed are caused by the gross negligence, fraud, or willful misconduct of one or more Indemnitees.

F. **Defense Expenses**. The Applicant hereby agrees to pay, without protest, all actual and reasonable expenses incurred by the City in defending itself with regard to any and all of the claims identified in Section 7.E of this Agreement. These expenses may include, without limitation: (1) all out-of-pocket expenses, including attorneys' and experts' fees, not to exceed their usual and customary fee rates to the City; and (2) the reasonable value of any services rendered by any employees of the City, not to exceed their actual salaries.

SECTION 8. TERM.

This Agreement will be in full force and effect for a period commencing on the Commencement Date and through the date that is ten years after the date of the issuance of the Grant Funds for the Restaurant (***"Term"***). During the Term, this Agreement inures to the benefit of and is enforceable by the Applicant, the City, and any of their respective permitted legal representatives, heirs, grantees, successors, and assigns.

SECTION 9. ISSUANCE OF BUILDING PERMITS; PAYMENT OF CITY FEES AND COSTS.

In addition to any other costs, payments, fees, charges, contributions, or dedications specifically required by this Agreement, the Applicant must pay to the City, as and when due, all application, inspection, and permit fees, all other fees, and charges required by applicable City codes, ordinances, resolutions, rules, or regulations, and all reasonable third-party legal, engineering, and other consulting or administrative fees, costs, and expenses. The City agrees to expedite all plan and permit review in connection with the Redevelopment described herein.

SECTION 10. ENFORCEMENT.

A. **Enforcement.** The Parties to this Agreement may, in law or in equity, by suit, action, mandamus, or any other proceeding, including without limitation specific performance (including, without limitation, payment by the City to the Applicant of payments due under this Agreement), enforce or compel the performance of this Agreement; provided, however, that the Applicant agrees that it will not seek, and does not have the right to seek, to recover a judgment for monetary damages against the City, or any past, present, or future director, member, elected or appointed officer, official, agent, representative, employee, or attorney, of the City on account of the negotiation or execution of this Agreement. In addition to every other remedy permitted by law for the enforcement of the terms of this Agreement, the City will be entitled to withhold the issuance of building permits or certificates of occupancy for the Restaurant only when the Applicant has failed or refused to meet fully any of its obligations under this Agreement (after application of any notice and cure provisions). In the event of a judicial proceeding brought by one Party to this Agreement against the other Party to this Agreement pursuant to this Section, the prevailing Party will be entitled to reimbursement from the unsuccessful Party of all costs and expenses, including without limitation reasonable attorneys' fees, incurred in connection with the judicial proceeding.

B. **Notice and Cure.** No Party may exercise the right to bring any suit, action, mandamus, or any other proceeding pursuant to Section 10.A of this Agreement without first providing written notice to the other Party of the breach or alleged breach and allowing 30 days to cure the breach or alleged breach. If the breach cannot be cured within the 30-day period (***"Time for Cure"***), then the Time for Cure will be extended accordingly, provided that the notified Party has promptly commenced to cure the breach within the Time for Cure and continued to prosecute the cure of the breach with diligence.

SECTION 11. NATURE, SURVIVAL, AND TRANSFER OF OBLIGATIONS.

A. **Obligations.** The Parties agree that all charges payable pursuant to this Agreement, together with interest and costs of collection, including reasonable attorneys' fees, constitute both the personal obligation of the Party liable for its payment, and the successors of that Party.

B. **Binding Effect.** The Applicant acknowledges and agrees that this Agreement is binding upon the Applicant and any and all of its respective successors, permitted assigns, and successor operators of the Restaurant.

C. **Transferee Assumption**. To assure that any potential successor, or permitted assign has notice of this Agreement and the benefits and obligations created by it, the Applicant agrees to require, prior to the transfer of a legal or beneficial interest in a majority ownership of, or controlling interest in the Restaurant, the transferee to execute an enforceable transferee assumption agreement in a form reasonably acceptable to the City. The City agrees that, upon a successor becoming bound to the personal obligation created in this Agreement in the manner provided, the liability of the Applicant or other predecessor obligor will be released to the extent of the transferee's assumption of liability. The Applicant agrees to notify the City in writing at least 30 days prior to the date on which the Applicant proposes to transfer a legal or beneficial interest in a majority ownership of, or controlling interest in, the Restaurant to a transferee. Concurrent with any such transfer described in this Section 11.C, the Applicant must provide the City with a fully executed copy of the transferee assumption agreement.

D. **Transfer Defined**. For purposes of this Agreement, the term "transfer" includes any assignment, transfer, sale, transfer to a receiver or to a trustee in bankruptcy, transfer in trust, or other disposition of the Restaurant, in whole or in part, by voluntary or involuntary sale, foreclosure, restructuring, merger, sale and leaseback, consolidation, or otherwise.

E. **Prohibited Assignments**. It is the express intent of the Parties that, except as expressly provided or allowed herein, this Agreement, and all of the rights and privileges granted herein, are for the sole and exclusive benefit of the Applicant for operation of a Restaurant on the Property. Accordingly, notwithstanding any provision of this Agreement, prior to the Grant Funds payment, in the event that either the Applicant does, or attempts to, voluntarily or involuntarily transfer a majority or controlling interest in the Restaurant without the prior consent of the Corporate Authorities, which consent may be granted or denied in the sole and absolute discretion of the Corporate Authorities, this Agreement, and all of the rights and privileges granted herein, will, at the option of the City, become null and void and be of no force or effect.

SECTION 12. REPRESENTATIONS AND WARRANTIES.

A. **Applicant's Representations and Warranties**. In order to induce the City to enter into this Agreement and to adopt the ordinances and grant the rights herein provided for, the Applicant hereby warrants and represents to the City as follows:

1. The Applicant is a duly organized, validly existing corporation in good standing under the laws of the State of Illinois.

2. The Applicant has the corporate authority and the legal right to make, deliver, execute, and perform this Agreement and has taken all necessary actions to authorize the execution, delivery, and performance of this Agreement.

3. All necessary consents of any members or managers or constituent entities, creditors, investors, partners, judicial, or administrative bodies, governmental authorities except the City, or other parties including specifically, but without limitation, all secured parties, regarding the execution and delivery of this Agreement have been obtained.

4. The consent or authorization of, filing with, or other act by or in respect of any governmental authority except the City is not required in connection with the execution, delivery, performance, validity, or enforceability of this Agreement.

5. The individuals executing this Agreement on behalf of the Applicant have the power and authority to execute and deliver this Agreement on behalf of the Applicant.

6. The execution, delivery, and performance of this Agreement: (a) is not prohibited by any Requirement of Law or under any contractual obligation of the Applicant; (b) will not result in a breach or default under any agreement to which the Applicant is a party or to which the Applicant, in whole or in part, is bound; and (c) will not violate any restriction, court order, or agreement to which the Applicant, in whole or in part, is or are subject.

B. **City's Representations and Warranties**. In order to induce the Applicant to enter into this Agreement, the City hereby warrants and represents to the Applicant as follows: (1) the operation of the Restaurant at the Property is allowed as of right under the current zoning

classification of the Property, without any variance being required; (2) the funds for the Grant Funds are held by or on account of the City, and are available for timely disbursement pursuant to this Agreement; and (3) all necessary consents or approvals of the City Council or any administrative bodies, governmental authorities, or other parties regarding the execution, delivery and performance by the City of this Agreement have been obtained.

SECTION 13. GENERAL PROVISIONS.

A. **Entire Agreement**. This Agreement constitutes the entire agreement between the Parties and supersedes any and all prior agreements and negotiations between the Parties, whether written or oral, relating to the subject matter of this Agreement.

B. **Amendments and Modifications**. No amendment or modification to this Agreement will be effective until it is reduced to writing and approved and executed by all Parties to this Agreement in accordance with all applicable statutory procedures.

C. **Notices**. Any notice, communication, or demand required or permitted to be given under this Agreement must be in writing and must be delivered: (1) personally, (2) by a reputable overnight courier, or (3) by certified mail, return receipt requested, and deposited in the U.S. Mail, postage prepaid. Unless otherwise provided in this Agreement, notices will be deemed received after the first to occur of: (a) the date of actual receipt; or (b) the date that is one business day after deposit with an overnight courier as evidenced by a receipt of deposit; or (c) the date that is three business days after deposit in the U.S. mail, as evidenced by a return receipt. By notice complying with the requirements of this Section, each Party to this Agreement has the right to change the address or the addressee, or both, for all future notices and communications to them, but no notice of a change of addressee or address will be effective until actually received.

Notices and communications to the City must be addressed to, and delivered at, the following address:

City of Highland Park
1707 St. Johns Avenue
Highland Park, Illinois 60035
Attention: City Manager

With a copy to:

Elrod Friedman LLP
350 N. Clark Street
Second Floor
Chicago, Illinois 60654
Attention: Steven M. Elrod, Corporation Counsel

Notices and communications to the Applicant must be addressed to, and delivered at, the following address:

Bandido Inc.
950 Bermuda Dunes Place
Northbrook, Illinois 60062
Attn: Jeff Gorbena

With a copy to: _____
_____

_____

Attn: _____

D. **Governing Law**. This Agreement is to be governed by, and enforced in accordance with, the internal laws, but not the conflict of laws rules, of the State of Illinois.

E. **Interpretation**. This Agreement is to be construed without regard to the identity of the Party who drafted the various provisions of this Agreement. Moreover, each and every provision of this Agreement is to be construed as though all Parties to this Agreement participated equally in the drafting of this Agreement. As a result of the foregoing, any rule or construction that a document is to be construed against the drafting Party is not applicable to this Agreement.

F. **Change in Laws**. Except as otherwise explicitly provided in this Agreement, any reference to laws, ordinances, rules, or regulations of any kind includes the laws, ordinances, rules, or regulations of any kind as they may be amended or modified from time to time hereafter.

G. **Headings**. The headings, titles, and captions in this Agreement have been inserted only for convenience and in no way define, limit, extend, or describe the scope or intent of this Agreement.

H. **Time of Essence**. Time is of the essence in the performance of this Agreement.

I. **No Third-Party Beneficiaries**. Except as expressly provided in this Agreement, no claim as a third-party beneficiary under this Agreement by any person, firm, or corporation may be made or will be valid against the City or the Applicant.

J. **Severability.** If any term, covenant, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions will remain in full force and effect and will in no way be affected, impaired, or invalidated.

K. **Calendar Days and Time.** Unless otherwise provided in this Agreement, any reference in this Agreement to "day" or "days" means calendar days and not business days. If the date for giving of any notice required to be given, or the performance of any obligation, under this Agreement falls on a Saturday, Sunday, or federal holiday, then the notice or obligation may be given or performed on the next business day after that Saturday, Sunday, or federal holiday.

L. **Exhibit.** Exhibit A is attached to this Agreement, and by this reference incorporated in and made a part of, this Agreement. In the event of a conflict between the Exhibit and the text of this Agreement, the text of this Agreement will control.

M. **Counterparts**. This Agreement may be executed in several counterparts, each of which, when executed, is to be deemed to be an original, but all of which together constitute one and the same instrument.

N. **Waiver.** Neither the City nor the Applicant are or will be under any obligation to exercise any of the rights granted to them in this Agreement except as it determines to be in its best interest from time to time. The failure of the City or the Applicant to exercise at any time any of those rights is not to be deemed or construed as a waiver of that right, nor will the failure void

or affect the City's or the Applicant's respective right, as the case may be, to enforce those rights or any other rights.

O. **Rights Cumulative.** Unless expressly provided to the contrary in this Agreement, each and every one of the rights, remedies, and benefits provided by this Agreement are cumulative and are not exclusive of any other rights, remedies, and benefits allowed by law.

P. **Consents.** Unless otherwise provided in this Agreement, whenever the consent, permission, authorization, approval, acknowledgement, or similar indication of assent of any Party to this Agreement, or of any duly authorized officer, employee, agent, or representative of any Party to this Agreement, is required in this Agreement, the consent, permission, authorization, approval, acknowledgement, or similar indication of assent must be in writing.

Q. **Grammatical Usage and Construction.** In construing this Agreement, pronouns include all genders, and the plural includes the singular and vice versa.

R. **City Authority to Execute.** The City hereby warrants and represents to the Applicant that the persons executing this Agreement on its behalf have been properly authorized to do so by the Corporate Authorities.

[SIGNATURE PAGE FOLLOWS]

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

ATTEST:

By: _____
Name: _____
Title: _____

CITY:

CITY OF HIGHLAND PARK,
an Illinois home rule municipal corporation

By: _____
Name: _____
Title: _____

APPLICANT:

BANDIDO INC. D/B/A TAMALES MEXICAN RESTAURANT,
an Illinois corporation

By: _____
Name: _____
Title: _____

By: _____
Name: Jeff Garbena
Title: President

ACKNOWLEDGEMENTS

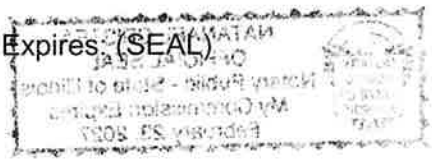
STATE OF ILLINOIS)
) SS
COUNTY OF LAKE)

This instrument was acknowledged before me on _____, 2026 by Ghida S. Neukirch, the City Manager of the **CITY OF HIGHLAND PARK**, an Illinois home rule municipal corporation, and by Ashley Palbitska, the Deputy City Clerk of said home rule municipal corporation.

Given under my hand and notarial seal this ___ day of _____, 2026.

Notary Public

My Commission Expires: (SEAL)



STATE OF ILLINOIS)
) SS
COUNTY OF LAKE)

I, Natanael Cristea, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Jeff Gorbena, personally known to me to be the President, an Illinois corporation, has signed and delivered said instrument as their free and voluntary act and as the free and voluntary act of said company, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 10 day of August, 2026.

Notary Public

My Commission Expires: (SEAL)

NOTARY PUBLIC STATE OF ILLINOIS
NATANAEL CRISTEA
OFFICIAL SEAL
Notary Public - State of Illinois
My Commission Expires
February 23, 2027

EXHIBIT A

LIST OF EXPENDITURES

- Painting
- Permanent flooring materials
- Lighting and electrical work
- Wood, metalwork, and other decorative elements
- Furniture, fixtures, and equipment

Staff Report

Meeting Date: August 17, 2026

Staff Contact: Corey Cohn, Business Development Specialist

Department: City Manager's Office

Title: Amendment to Economic Incentive Agreement with Katy The Butcher LLC (1954 First Street)

Recommendation:
Staff recommends payment of $56,240.50 from the Food & Beverage Interior Improvement and Expansion Grant Program to Katy The Butcher LLC be approved by repealing the previous approval under Resolution No. R49-20265 (adopted April 27, 2026), and waiving the requirement for Imperial Realty Company, the property owner, to sign. This recommendation is a one-time, good-faith exception made to support the business owner, who has met all grant requirements and invested significant capital in the project. This exception is not intended to establish a precedent for future economic incentive agreements.

Policy Consideration:

Background

The Food & Beverage Establishment Interior Improvement and Expansion Grant Program assists eligible food and beverage establishments with up to 50% reimbursement of eligible upgrade and expansion costs (max award of $100,000 for limited-service establishments). Katy The Butcher LLC, located at 1954 First Street, applied for grant funding in March 2026. Imperial Realty signed the initial grant application as the property owner and included that they had provided the tenant with abated rent during construction. Prior to Council consideration, the City proactively amended the agreement to strengthen clawback provisions after confirming that Imperial Realty was actively pursuing a sale of this property for redevelopment. Imperial Realty was given the opportunity to review the agreement prior to placement on the agenda for final Council action. At that time, Imperial stated they had no issues with the amended language, leading City staff to understand that the property owner agreed to the contract in full. Council approved Resolution No. R49-2026 on April 27, 2026.

Following Council approval, Imperial Realty refused to execute the agreement. Imperial Realty cited liability concerns tied to the potential redevelopment or sale of the property as the primary reason for refusing to sign. Ongoing negotiations and discussion culminated in July 2026 with Imperial Realty officially stating that there were no conditions under which they would accept or

sign the grant agreement for Katy the Butcher LLC due to "outsized liability" stemming from the uncertain future ownership of the parcel.

Katy the Butcher LLC relied on the grant approval when making a $112,481 capital investment in the property. Therefore, withholding funds due to the property owner's refusal would unfairly penalize the tenant. Staff recommends disbursing the $56,240.50 grant upon receipt and review of remaining project invoices without the property owner's signature.

This action is not intended to set a precedent for future disputes by property owners. To ensure this dispute is not repeated, City staff immediately instituted two administrative corrections to the grant process:

1. Application materials now explicitly state that both business owners and property owners share liability for repayment if clawback clauses are triggered.
2. Grant agreements must be fully reviewed, approved, and signed by both the business owner and property owner prior to scheduling the item for a City Council vote.

Core Priorities:

Fiscal Stability

Katy The Butcher LLC is eligible for a grant of up to $56,240.50. Funds for the Food & Beverage Interior Improvement and Expansion Grant Program are budgeted in FY2026 in account 1110107.62100 *Business Development Activities & Programming*.

Economic Development

This disbursement advances the City's economic development priorities by maintaining local business confidence in incentive programs and protecting private capital investments made in Highland Park. By disbursing these funds while simultaneously tightening administrative controls to mandate signed pre-council agreements, the City fosters a predictable, supportive environment for long-term sales-tax-generating businesses.

Vibrancy

Disbursing the grant upon receipt and review of remaining project invoices to Katy The Butcher LLC preserves commercial district vibrancy by sustaining an active, high-quality storefront dining destination in a primary commercial corridor. Releasing these funds prevents immediate cash-flow hardship for a dedicated local operator, ensuring the business remains on track with their opening timeline and able to attract foot traffic and visitors to the downtown area.

Attachments:

1. Resolution Katy the Butcher LLC Approve incentive and Repealing Resolution No. R49-2026
2. Signed Amended Economic Incentive Agreement for Katy The Butcher LLC

CITY OF HIGHLAND PARK

RESOLUTION NO. R2026-_____

A Resolution Approving an Economic Incentive Agreement with Katy the Butcher LLC and Repealing Resolution No. R49-2026

WHEREAS, Katy the Butcher LLC, an Illinois limited liability company (***"Applicant"***), is the tenant of, and desires to operate a limited-service restaurant space (***"Restaurant"***) at, 1954 First Street, in the City (***"Property"***); and

WHEREAS, the Applicant intends to make updates and certain improvements to the Property for the benefit of the Restaurant, which will enhance the City's tax base and generate new business in the City; and

WHEREAS, the Applicant has requested that, to enable the development of the Restaurant on the Property, the City provide an economic incentive grant of up to $56,240.50 to assist in the improvement of the Restaurant (***"Grant"***); and

WHEREAS, the City and the Applicant desire to enter into an economic incentive agreement to set forth their respective rights and responsibilities regarding the provision of the Grant and the improvement and operation of the Restaurant (***"Agreement"***); and

WHEREAS, the City Council has determined that it will serve and be in the best interest of the City and its residents to enter into the Agreement with the Applicant;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HIGHLAND PARK, LAKE COUNTY, ILLINOIS, as follows:

SECTION ONE: RECITALS. The foregoing recitals are incorporated into, and made a part of, this Resolution as findings of the City Council.

SECTION TWO: APPROVAL OF AGREEMENT. The Agreement between and between the City and the Applicant is hereby approved in substantially the form attached to this Resolution as **Exhibit A**, and in a final form to be approved by the City Manager and the Corporation Counsel.

SECTION THREE: EXECUTION OF AGREEMENT. The City Manager and the Deputy City Clerk are hereby authorized and directed to execute and attest the Agreement with the Applicant upon receipt by the City Clerk of at least one original copy of the Agreement executed by the Applicant; provided, however, that if an executed copy of the Agreement is not received by the City Clerk within 30 days after the effective date of this Resolution, then this authority to execute and attest the Agreement will, at the option of the City Council, be null and void.

SECTION FOUR: REPEALER. Resolution No. R49-2026, adopted by the City Council on April 27, 2026, is hereby repealed in its entirety and is of no further force or effect.

SECTION FIVE: EFFECTIVE DATE. This Resolution will be in full force and effect upon its passage and approval by a majority of the members of the City Council.

AYES:

NAYS:

ABSENT:

PASSED:

APPROVED:

RESOLUTION NO.

_____

Nancy R. Rotering, Mayor

ATTEST:

_____

Ghida S. Neukirch, City Clerk

EXHIBIT A

AGREEMENT

ECONOMIC INCENTIVE AGREEMENT BY AND BETWEEN THE CITY OF HIGHLAND PARK AND KATY THE BUTCHER LLC

THIS ECONOMIC INCENTIVE AGREEMENT (***"Agreement"***) is made and entered into as of this ____ day of _____, 2026, by and between the **CITY OF HIGHLAND PARK,** an Illinois home rule municipal corporation (***"City"***), and **KATY THE BUTCHER LLC**, an Illinois limited liability company (***"Applicant"***).

IN CONSIDERATION OF the recitals and mutual covenants and agreements set forth herein, the receipt and sufficiency of which are hereby acknowledged, the City and the Applicant hereby agree as follows:

SECTION 1. RECITALS.

A. In recognition of the importance of a successful business environment to the City's tax base, the City desires to enhance the long-term viability of the City's tax base and strengthen the competitive advantage of conducting business within the City by providing, in certain strategic circumstances, assistance and incentives to new and existing business entities in the City.

B. The City established the Food & Beverage Establishment Interior Improvement and Expansion Grant Program to offer significant financial assistance to new and existing full-service and limited-service food and beverage businesses that generate sales tax (***"F&B Grant Program"***).

C. The F&B Grant Program aims to encourage property owners to lease to high-quality food and beverage establishments, support the economic vitality of the business community, and remove barriers to existing business growth and new business attraction.

D. The Applicant is the tenant of that certain real property located at 1954 First Street, containing approximately 1,450 interior square feet and 1,465 exterior square feet (***"Property"***) and operates a limited-service establishment at the Property (***"Restaurant"***).

E. The Applicant intends to make updates and certain improvements to the Restaurant (***"Improvements"***), which Improvements include painting, installation of permanent flooring materials, lighting and electrical work, installation of booths and carpentry which includes wood, metalwork and other decorative elements, and installing furniture, fixtures and other equipment.

F. The City anticipates that the Improvements at the Restaurant will significantly contribute to the City's economic stability through substantial revenue and employment opportunities.

G. In order to construct the Improvements to the Restaurant at the Property, the Applicant has requested that the City provide, and the City agrees to provide, an economic incentive grant of up to 50% of the approved expenses related to eligible Improvements, up to a maximum of $56,240.50 to the Applicant, as set forth in this Agreement.

H. The City and the Applicant desire to enter into this Agreement to enable the use of the Property in a manner that will enhance the business environment of the City.

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SECTION 2. DEFINITIONS. Whenever used in this Agreement, the following terms have the following meanings unless a different meaning is required by the context.

A. ***"Commencement Date"*** means _____ __, _____.

B. ***"Corporate Authorities"*** means the Mayor and City Council of the City.

C. ***"Effective Date"*** means the date first written in the first paragraph of the first page of this Agreement.

D. ***"Eligible Costs"*** means those types of expenditures incurred by the Applicant that are eligible for payment or reimbursement through the F&B Grant Program, as outlined in Exhibit A attached to this Agreement.

E. ***"Force Majeure"*** means a strike, lockout, act of God, global, national, or local pandemic, or other factors beyond a Party's reasonable control and reasonable ability to remedy; provided, however, that Force Majeure does not include: (i) delays caused by weather conditions unless those conditions are unusually severe or abnormal considering the time of year and the particular location of the subject property; (ii) economic hardship, impracticability of performance, or commercial, economic, or market conditions, and (iii) obligations to pay monies owed, including the Grant Funds.

F. ***"Grant Funds"*** means the grant to be provided by the City to the Applicant, to reimburse a portion of the Eligible Costs, as set forth in Section 5 of this Agreement.

G. ***"Lease Agreement"*** has the meaning set forth in Section 3.C of this Agreement.

H. ***"Parties"*** means the City and the Applicant, collectively.

I. "***Redevelopment***" means the renovations and redevelopment of the Restaurant including the Improvements located at the Property undertaken by the Applicant.

J. ***"Requirements of Law"*** has the meaning set forth in Section 5.D of this Agreement.

Other capitalized terms used in this Agreement have the meaning ascribed to them in this Agreement.

SECTION 3. REDEVELOPMENT OF THE PROPERTY.

A. **Development, Use, Operation, and Maintenance.** The Property must be developed, used, operated, and maintained in compliance with all Requirements of Law and this Agreement.

B. **Improvements to the Property.** The Applicant must complete the Improvements on or before _____ __, 202_, in accordance with the Requirements of Law. In their absolute and sole discretion, and upon receipt of a written request therefor, the City Manager may extend the deadline for completion of the Improvements by up to 180 days. The Improvements include, without limitation: flooring, painting, lighting, décor, furniture, fixtures, and equipment, all to the extent, in whole or in part, as determined by Applicant in its reasonable discretion taking into account the intended quality and needs of the Restaurant.

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C. **Lease of Property**. As a condition of the City paying the Grant Funds as set forth in Section 5 of this Agreement, the Applicant must submit proof of an agreement for the lease of the Property from the record title owner of the Property (***"Lease Agreement"***), which Lease Agreement must have been executed for at least five years, and must provide a minimum of five years remaining (***"Base Lease Term"***).

D. **Completion of Improvements and Verification of Redevelopment Costs**. Notwithstanding any provision of this Agreement to the contrary, the City will not have any obligation to pay any portion of the Grant Funds to the Applicant prior to the Applicant's submission of a detailed cost estimate which separately shows the proposed Improvements, and which must match, in all material respects, the scope of work shown in the Applicant's submitted plans, all to the reasonable satisfaction of the City Manager. The cost estimate must be provided by a general contractor not related to the Applicant, including relation through familial relationships or from any other joint-venture partnership.

E. **Receipts**. The City may refuse to issue a check for the Grant Funds before submittal by the Applicant of all receipts or other evidence of actual payment of the Eligible Costs incurred in the completion of the Redevelopment (collectively, the ***"Receipts"***).

SECTION 4. OPERATIONAL OBLIGATIONS.

A. **Compliance with City Code**. During the Base Lease Term, the Applicant agrees to maintain the Restaurant in accordance with all applicable Requirements of Law.

B. **Eminent Domain**. If the whole of the Property is taken by any public authority under the power of eminent domain, the Term of this Agreement will cease as of the day possession shall be taken by such public authority. If less than all of the Property is so taken, this Agreement will terminate only as to the portion so taken by such public authority as of the day of possession. If the City is the public authority exercising the power of eminent domain, the Applicant will not be required to repay the Grant Funds to the City.

C. **Lease Agreement**. The Applicant agrees to maintain the Improvements in accordance with the Lease Agreement.

D. **Public Rights-of-Way**. The Applicant agrees to repair any damage to any public-right-of-way caused by or in connection with the installation of the Improvements pursuant to this Agreement and in accordance with the Lease Agreement.

E. **Alteration of Improvements**. The Applicant agrees to not alter or remove the Improvements for any reason, without limitation, for at least five years after the Applicant receives the Grant Funds. If any Improvements that have been paid for, in whole or in part, with Grant Funds are removed for any reason within the five-year period beginning upon approval of this Agreement, the entirety of the Grant Funds must be repaid to the City within 30 days after removal of the Improvements.

SECTION 5. AWARD OF GRANT FUNDS.

A. **Grant Funds**. The Grant Funds awarded pursuant to this Agreement will not be offset, reduced, or conditioned upon any other grant, gift, loan or other incentive awarded by any third party to the Applicant. Conditioned on compliance with the disbursement requirements and operational obligations set forth in Sections 3, 4, and 5.B of this Agreement, the City agrees to

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remit to the Applicant payment of the Grant Funds pursuant to the following schedule: a lump sum payment of $56,240.50 within 45 days after submittal of Receipts or other evidence of actual payment for the Eligible Costs incurred in the completion of the Redevelopment. The Grant Funds must be used only for the costs incurred by the Applicant in constructing the Improvements.

B. **Disbursement Requirements**. The following requirements must be satisfied to the reasonable satisfaction of the City to allow for the disbursement of the Grant Funds:

1. Submission of Lease Agreement. The Applicant must provide a copy of the executed Lease Agreement to the City.

2. Submission of Cost Estimate Breakdown. The Applicant must provide to the City a detailed cost estimate breakdown for the Applicant's obligations of the Redevelopment, in accordance with Section 3.E of this Agreement.

3. Filing of UCC Statement. The Applicant must file with the Illinois Secretary of State an appropriate Uniform Commercial Code Financing Statement identifying the Applicant as debtor and the City as secured party therein, to provide secured rights for the benefit of the City in the furniture, fixtures and equipment, in a form to be approved in advance by the City's Corporation Counsel, which approval may not be unreasonably withheld, conditioned, or delayed.

C. **Closure; Refund of Grant**.

1. Refund of Grant Funds. In the event that, at any time on or before the date that is fifth anniversary of the date of issuance of the Grant Funds, the Applicant either abandons, permanently closes, or terminates the use of the Property for the Restaurant on a permanent basis (***"Closure"***), or alternatively, violates any provision of this Agreement beyond the applicable cure period set forth in Section 10.B of this Agreement (***"Violation"***), then (subject to Section 4.C of this Agreement): (a) the provisions of this Agreement with regard to the Grant Funds will, as of the date of the Closure or Violation, automatically terminate and become null and void and be of no further force or effect, and the City will have no obligation whatsoever to perform any of its obligations in Section 5 of this Agreement; and (b) within one year after the date of Closure or Violation, the Applicant must refund to the City a portion of the Applicant received by the Applicant prior to the date of the Closure or Violation, as follows:

Date of Closure	**Claw-back Payment**
0-1 years after date of issuance of Grant Funds	100% of the Grant Funds
1-2 years after date of issuance of Grant Funds	80% of the Grant Funds
2-4 years after date of issuance of Grant Funds	60% of the Grant Funds
5 years after date of issuance of Grant Funds	40% of the Grant Funds

The obligations set forth in this Section 5.C.1 survive the termination or expiration of this Agreement.

2. The Applicant must provide the City with no less than 60 days prior written notice, or such shorter period as practical in the event of casualty or eminent domain, prior

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to Closure if the Closure occurs within the five years after the issuance of the Grant Funds. The Applicant agrees that the transfer of legal or beneficial interest in all or any portion of the Property or the Restaurant, in accordance with Section 11.C of this Agreement does not constitute a Closure for purposes of this Agreement.

D. **Limitations on Payment of Grant Funds**. The Applicant acknowledges and agrees that the Restaurant must be operated, used and maintained in strict compliance with all applicable City codes, ordinances, and regulations (collectively, the ***"Requirements of Law"***), and that if the Applicant fails to comply in all material respects with the Requirements of Law or cure any defects, after the City provides the Applicant with written notice of any such defect, failure or violation, within the time set forth in Section 10.B of this Agreement, the City will have the right to suspend payment of the Grant Funds to the Applicant for the period that the Applicant is not in material compliance with the Requirements of Law, and the City will have no further obligation to provide any portion of the Grant Funds to the Applicant until the City determines in its reasonable discretion that the Applicant is in material compliance with the Requirements of Law, at which time all suspended payments will be remitted to the Applicant. A legal nonconformity created as a result of the City's amendment to the Requirements of Law subsequent to the Commencement Date will not constitute a failure of the Applicant to comply with the Requirements of Law.

E. **Commitment to Fair Employment Practices and Affirmative Action; Prevailing Wage**. If and to extent applicable in accordance with the Requirements of Law, the Applicant must comply with the requirements pertaining to fair employment practices and affirmative action described in the Illinois Prevailing Wage Act (820 ILCS 130/0.01 *et seq.*), as may be applicable.

SECTION 6. FORCE MAJEURE.

Except as expressly provided to the contrary in this Agreement, whenever a period of time is provided for in this Agreement for either of the Parties to perform any act or obligation, and the Party, as the case may be, is unable to perform or complete the act or obligation because of a Force Majeure, then upon the occurrence of the Force Majeure, the time period for the performance and completion of the acts or obligations will be extended automatically for a reasonable time to accommodate the delay caused by the Force Majeure.

SECTION 7. LITIGATION AND DEFENSE OF AGREEMENT/INDEMNITY.

A. **Litigation**. If, during the Term of this Agreement, any lawsuits or proceedings are filed or initiated against any Party before any court, commission, board, bureau, agency, unit of government or sub-unit thereof, arbitrator, or other instrumentality, that may materially affect or inhibit the ability of any Party to perform its obligations under, or otherwise to comply with, this Agreement (***"Litigation"***), the Party against which the Litigation is filed or initiated must promptly deliver a copy of the complaint or charge related thereto to the other Party, and must thereafter keep the other Party fully informed concerning all aspects of the Litigation.

B. **Defense**. The Parties must use their respective good faith efforts to defend the validity of this Agreement, and all ordinances and resolutions adopted, and agreements executed by such Party pursuant to this Agreement, including every portion thereof and every approval given, and every action taken, pursuant thereto. Each Party will have the right to retain its own independent legal counsel, at its own expense, for any matter. The Parties agree to reasonably cooperate with each other to carry out the purpose and intent of this Agreement.

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C. **No Liability for City Review**. The Applicant acknowledges and agrees that: (1) the City is not, and will not be, in any way liable for any violations of restrictive covenants applicable to the Property that may occur, or for any damages or injuries that may be sustained, as the result of the City's review and approval of any plans for the Property, or as a result of the issuance of any approvals, permits, certificates, or acceptances relating to the use and development of the Property; and (2) the City's review and approval of any of the plans and the issuance of any of the approvals, permits, certificates, or acceptances does not, and will not, in any way, be deemed to insure the Applicant, or its members, managers, officers, agents, employees, successors, assigns, tenants, or licensees, or any third party, against restrictive covenant violations or damage or injury of any kind at any time.

D. **City Procedures**. The Applicant acknowledges that notices, meetings, and hearings have been properly given and held by the City with respect to the approval of this Agreement and agrees not to challenge any of those actions on the grounds of any procedural infirmity or of any denial of any procedural right.

E. **Indemnity**. The Applicant agrees to, and does hereby, hold harmless and indemnify the City, the Corporate Authorities, all City elected and appointed officials, officers, employees, agents, representatives, and attorneys (each, an ***"Indemnitee"*** and collectively, the ***"Indemnitees"***) from any and all third-party claims that may, at any time, be asserted against any of the Indemnitees in connection with: (1) the construction, operation, and maintenance of the Restaurant and the Property; and (2) the performance by the Applicant of its obligations under this Agreement and all related ordinances, resolutions, or other agreements; provided, however, that the Applicant will have no indemnification obligation to any of the Indemnitees to the extent that any losses or damages claimed are caused by the gross negligence, fraud, or willful misconduct of one or more Indemnitees.

F. **Defense Expenses**. The Applicant hereby agrees to pay, without protest, all actual and reasonable expenses incurred by the City in defending itself with regard to any and all of the claims identified in Section 7.E of this Agreement. These expenses may include, without limitation: (1) all out-of-pocket expenses, including attorneys' and experts' fees, not to exceed their usual and customary fee rates to the City; and (2) the reasonable value of any services rendered by any employees of the City, not to exceed their actual salaries.

G. [Reserved].

SECTION 8. TERM.

This Agreement will be in full force and effect for a period commencing on the Commencement Date and through the date that is ten years after the date of the issuance of the Grant Funds for the Restaurant (***"Term"***). During the Term, this Agreement inures to the benefit of and is enforceable by the Applicant, the City, and any of their respective permitted legal representatives, heirs, grantees, successors, and assigns.

SECTION 9. ISSUANCE OF BUILDING PERMITS; PAYMENT OF CITY FEES AND COSTS.

In addition to any other costs, payments, fees, charges, contributions, or dedications specifically required by this Agreement, the Applicant must pay to the City, as and when due, all application, inspection, and permit fees, all other fees, and charges required by applicable City codes, ordinances, resolutions, rules, or regulations, and all reasonable third-party legal,

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engineering, and other consulting or administrative fees, costs, and expenses. The City agrees to expedite all plan and permit review in connection with the Redevelopment described herein.

SECTION 10. ENFORCEMENT.

A. **Enforcement.** The Parties to this Agreement may, in law or in equity, by suit, action, mandamus, or any other proceeding, including without limitation specific performance (including, without limitation, payment by the City to the Applicant of payments due under this Agreement), enforce or compel the performance of this Agreement; provided, however, that the Applicant agrees that it will not seek, and does not have the right to seek, to recover a judgment for monetary damages against the City, or any past, present, or future director, member, elected or appointed officer, official, agent, representative, employee, or attorney, of the City on account of the negotiation or execution of this Agreement. In addition to every other remedy permitted by law for the enforcement of the terms of this Agreement, the City will be entitled to withhold the issuance of building permits or certificates of occupancy for the Restaurant only when the Applicant has failed or refused to meet fully any of its obligations under this Agreement (after application of any notice and cure provisions). In the event of a judicial proceeding brought by one Party to this Agreement against the other Party to this Agreement pursuant to this Section, the prevailing Party will be entitled to reimbursement from the unsuccessful Party of all costs and expenses, including without limitation reasonable attorneys' fees, incurred in connection with the judicial proceeding.

B. **Notice and Cure.** No Party may exercise the right to bring any suit, action, mandamus, or any other proceeding pursuant to Section 10.A of this Agreement without first providing written notice to the other Party of the breach or alleged breach and allowing 30 days to cure the breach or alleged breach. If the breach cannot be cured within the 30-day period (***"Time for Cure"***), then the Time for Cure will be extended accordingly, provided that the notified Party has promptly commenced to cure the breach within the Time for Cure and continued to prosecute the cure of the breach with diligence.

SECTION 11. NATURE, SURVIVAL, AND TRANSFER OF OBLIGATIONS.

A. **Obligations.** The Parties agree that all charges payable pursuant to this Agreement, together with interest and costs of collection, including reasonable attorneys' fees, constitute both the personal obligation of the Party liable for its payment, and the successors of that Party.

B. **Binding Effect.** The Applicant acknowledges and agrees that this Agreement is binding upon the Applicant and any and all of its respective successors, permitted assigns, and successor operators of the Restaurant.

C. **Transferee Assumption**. To assure that any potential successor, or permitted assign has notice of this Agreement and the benefits and obligations created by it, the Applicant agrees to require, prior to the transfer of a legal or beneficial interest in a majority ownership of, or controlling interest in the Restaurant, the transferee to execute an enforceable transferee assumption agreement in a form reasonably acceptable to the City. The City agrees that, upon a successor becoming bound to the personal obligation created in this Agreement in the manner provided, the liability of the Applicant or other predecessor obligor will be released to the extent of the transferee's assumption of liability. The Applicant agrees to notify the City in writing at least 30 days prior to the date on which the Applicant proposes to transfer a legal or beneficial interest in a majority ownership of, or controlling interest in, the Restaurant to a transferee. Concurrent

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B. **[Reserved].**

C. **City's Representations and Warranties**. In order to induce the Applicant to enter into this Agreement, the City hereby warrants and represents to the Applicant as follows: (1) the operation of the Restaurant at the Property is allowed as of right under the current zoning classification of the Property, without any variance being required; (2) the funds for the Grant Funds are held by or on account of the City, and are available for timely disbursement pursuant to this Agreement; and (3) all necessary consents or approvals of the City Council or any administrative bodies, governmental authorities, or other parties regarding the execution, delivery and performance by the City of this Agreement have been obtained.

SECTION 13. GENERAL PROVISIONS.

A. **Entire Agreement**. This Agreement constitutes the entire agreement between the Parties and supersedes any and all prior agreements and negotiations between the Parties, whether written or oral, relating to the subject matter of this Agreement.

B. **Amendments and Modifications**. No amendment or modification to this Agreement will be effective until it is reduced to writing and approved and executed by all Parties to this Agreement in accordance with all applicable statutory procedures.

C. **Notices**. Any notice, communication, or demand required or permitted to be given under this Agreement must be in writing and must be delivered: (1) personally, (2) by a reputable overnight courier, or (3) by certified mail, return receipt requested, and deposited in the U.S. Mail, postage prepaid. Unless otherwise provided in this Agreement, notices will be deemed received after the first to occur of: (a) the date of actual receipt; or (b) the date that is one business day after deposit with an overnight courier as evidenced by a receipt of deposit; or (c) the date that is three business days after deposit in the U.S. mail, as evidenced by a return receipt. By notice complying with the requirements of this Section, each Party to this Agreement has the right to change the address or the addressee, or both, for all future notices and communications to them, but no notice of a change of addressee or address will be effective until actually received.

Notices and communications to the City must be addressed to, and delivered at, the following address:

City of Highland Park
1707 St. Johns Avenue
Highland Park, Illinois 60035
Attention: City Manager

With a copy to:

Elrod Friedman LLP
350 N. Clark Street
Second Floor
Chicago, Illinois 60654
Attention: Steven M. Elrod, Corporation Counsel

Notices and communications to the Applicant must be addressed to, and delivered at, the following address:

Katheryn Wilhelmi

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P.O. Box 1003
Northbrook, Illinois 60065

With a copy to: _____
_____
_____
Attn: _____

D. **Governing Law**. This Agreement is to be governed by, and enforced in accordance with, the internal laws, but not the conflict of laws rules, of the State of Illinois.

E. **Interpretation**. This Agreement is to be construed without regard to the identity of the Party who drafted the various provisions of this Agreement. Moreover, each and every provision of this Agreement is to be construed as though all Parties to this Agreement participated equally in the drafting of this Agreement. As a result of the foregoing, any rule or construction that a document is to be construed against the drafting Party is not applicable to this Agreement.

F. **Change in Laws**. Except as otherwise explicitly provided in this Agreement, any reference to laws, ordinances, rules, or regulations of any kind includes the laws, ordinances, rules, or regulations of any kind as they may be amended or modified from time to time hereafter.

G. **Headings**. The headings, titles, and captions in this Agreement have been inserted only for convenience and in no way define, limit, extend, or describe the scope or intent of this Agreement.

H. **Time of Essence**. Time is of the essence in the performance of this Agreement.

I. **No Third-Party Beneficiaries**. Except as expressly provided in this Agreement, no claim as a third-party beneficiary under this Agreement by any person, firm, or corporation may be made or will be valid against the City or the Applicant.

J. **Severability**. If any term, covenant, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions will remain in full force and effect and will in no way be affected, impaired, or invalidated.

K. **Calendar Days and Time**. Unless otherwise provided in this Agreement, any reference in this Agreement to "day" or "days" means calendar days and not business days. If the date for giving of any notice required to be given, or the performance of any obligation, under this Agreement falls on a Saturday, Sunday, or federal holiday, then the notice or obligation may be given or performed on the next business day after that Saturday, Sunday, or federal holiday.

L. **Exhibit**. Exhibit A is attached to this Agreement, and by this reference incorporated in and made a part of, this Agreement. In the event of a conflict between the Exhibit and the text of this Agreement, the text of this Agreement will control.

M. **Counterparts**. This Agreement may be executed in several counterparts, each of which, when executed, is to be deemed to be an original, but all of which together constitute one and the same instrument.

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N. **Waiver.** Neither the City nor the Applicant are or will be under any obligation to exercise any of the rights granted to them in this Agreement except as it determines to be in its best interest from time to time. The failure of the City or the Applicant to exercise at any time any of those rights is not to be deemed or construed as a waiver of that right, nor will the failure void or affect the City's or the Applicant's respective right, as the case may be, to enforce those rights or any other rights.

O. **Rights Cumulative.** Unless expressly provided to the contrary in this Agreement, each and every one of the rights, remedies, and benefits provided by this Agreement are cumulative and are not exclusive of any other rights, remedies, and benefits allowed by law.

P. **Consents.** Unless otherwise provided in this Agreement, whenever the consent, permission, authorization, approval, acknowledgement, or similar indication of assent of any Party to this Agreement, or of any duly authorized officer, employee, agent, or representative of any Party to this Agreement, is required in this Agreement, the consent, permission, authorization, approval, acknowledgement, or similar indication of assent must be in writing.

Q. **Grammatical Usage and Construction.** In construing this Agreement, pronouns include all genders, and the plural includes the singular and vice versa.

R. **City Authority to Execute.** The City hereby warrants and represents to the Applicant that the persons executing this Agreement on its behalf have been properly authorized to do so by the Corporate Authorities.

[SIGNATURE PAGE FOLLOWS]

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

CITY:

CITY OF HIGHLAND PARK,
an Illinois home rule municipal corporation

ATTEST:

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

APPLICANT:

KATY THE BUTCHER LLC,
an Illinois limited liability company

By: _____
Name: _____
Title: _____

By: _____
Name: KATHRYN WILHELMI
Title: OWNER

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ACKNOWLEDGEMENTS

STATE OF ILLINOIS)
) SS
COUNTY OF LAKE)

This instrument was acknowledged before me on _____, 2026 by Ghida S. Neukirch, the City Manager of the **CITY OF HIGHLAND PARK**, an Illinois home rule municipal corporation, and by Ashley Palbitska, the Deputy City Clerk of said home rule municipal corporation.

Given under my hand and notarial seal this ___ day of _____, 2026.

Notary Public

My Commission Expires: (SEAL)

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STATE OF ILLINOIS)
) SS
COUNTY OF LAKE)

I, JENNIFER ANNE DOTSON, a Notary Public in and for said County, in the State aforesaid, do hereby certify that KATHRYN WILHELMI, personally known to me to be the OWNER OF KATY THE BUTCHER an Illinois limited liability company, has signed and delivered said instrument as their free and voluntary act and as the free and voluntary act of said company, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 12TH day of AUGUST, 2026.

Notary Public Jennifer Anne Dotson

My Commission Expires: (SEAL)

JENNIFER ANNE DOTSON
OFFICIAL SEAL
Notary Public - State of Illinois
Commission No. 1018686
My Commission Expires October 08, 2029

NOTARY PUBLIC STATE OF ILLINOIS

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EXHIBIT A

LIST OF EXPENDITURES

- Painting
- Permanent flooring materials
- Kitchen appliances
- Installation of permanent HVAC equipment
- Lighting and electrical work
- Grease traps

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Staff Report

Meeting Date: August 17, 2026

Staff Contact: Erin Jason, Assistant City Manager
Laura Frey, Manager of Senior Services

Department: City Manager's Office

Title: A Resolution Approving an Agreement with Nourish Now Vending LLC for Vending Machine Installation, Operation, and Maintenance

Recommendation:
Staff recommends entering into an agreement with Nourish Now Vending LLC, operator Claudia Gamboa, to install, operate, and maintain two Naturals2Go vending machines at the Highland Park Senior Center, located at 1201 Park Avenue West.

Policy Consideration:
Staff recommends entering into an agreement with Nourish Now Vending LLC, for two Naturals2Go machines based on the company's modern vending technology, operational efficiency, and flexibility in product selection. The proposed vending program includes one specialty beverage machine offering coffee, lattes, cappuccinos, hot chocolate, and other hot beverages, as well as one combination vending machine providing cold beverages, including water, soda, juice, sports drinks, energy drinks, and protein beverages, along with a variety of food and snack options such as wraps, sandwiches, snack bars, and sweet and savory items. The machines accept cash, credit and debit cards, and mobile payment methods, including Apple Pay, ensuring convenient and accessible purchasing options for patrons.

Naturals2Go's technology provides real-time inventory and sales monitoring, allowing the vendor to proactively restock machines and adjust product offerings based on customer demand. In addition, City staff and Senior Center members will have the opportunity to provide input on product selections to help ensure the vending offerings reflect patron preferences and evolving needs.

Vending services were incorporated into the Senior Center renovation project, and a dedicated vending area with the necessary electrical and water utilities was constructed to accommodate this amenity.

Approval of this agreement will provide a requested amenity that enhances the overall

participant experience and creates additional opportunities for connection and community within the Senior Center. Participants will be able to extend their time on either side of activities and share conversation and fellowship as desired on site.

Core Priorities:

Fiscal Stability

There is no fiscal investment or direct cost required by the City to implement this initiative, which provides an additional service amenity for Senior Center patrons. In addition, inclusion of the vending machines provides for a revenue-generating partnership with the vendor through a modest flat rate commission of $0.25 to the City for each item sold.

Vibrancy

The vending program supports community vibrancy by enhancing the Senior Center environment, providing convenient food and beverage options, and creating additional opportunities for participants to gather, connect, and engage within the facility in and around scheduled activities.

Attachments:

1. Resolution Approving Vending Agreement
2. Vending at Agreement for HPSC 10AUG2026

City of Highland Park

Resolution No. _____

A Resolution Approving an Agreement with
Nourish Now Vending LLC for Vending Machine Installation, Operation, and Maintenance

WHEREAS, the City is the record title owner of that certain real property located at 1201 Park Avenue West, Highland Park, Illinois, and commonly known as the Highland Park Senior Center (***"Premises"***); and

WHEREAS, Nourish Now Vending LLC, of Northfield, Illinois (***"Vendor"***), desires to install, operate, and maintain two vending machines on the Premises (collectively, the "***Vending Machines***"), in specific locations to be mutually determined by the City and the Vendor; and

WHEREAS, the City and Vendor desire to enter into an agreement concerning the installation, operation, and maintenance of the Vending Machines on the Premises (***"Agreement"***); and

WHEREAS, the City Council has determined that entering into the Agreement with Vendor will serve and be in the best interests of the City and its residents;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HIGHLAND PARK, LAKE COUNTY, ILLINOIS, as follows:

SECTION ONE: RECITALS. The foregoing recitals are incorporated into, and made a part of, this Resolution as findings of the City Council.

SECTION TWO: APPROVAL OF AGREEMENT. The City Council hereby approves the Agreement with Vendor, in substantially the form attached to this Resolution as **Exhibit A**, and in a final form to be approved by the City Manager and the Corporation Counsel.

SECTION THREE: EXECUTION OF AGREEMENT. The City Manager and the Deputy City Clerk are hereby authorized and directed to execute and attest, on behalf of the City, the Agreement with Vendor upon receipt by the City Clerk of at least one original copy of the Agreement executed by Vendor; provided, however, that if an executed copy of the Agreement is not received by the City Clerk within 60 days after the effective date of this Resolution, then this authority to execute and attest will, at the option of the City Council, be null and void.

SECTION FOUR: EFFECTIVE DATE. This Resolution will be in full force and effect upon its passage and approval by a majority of the members of the City Council.

[SIGNATURE PAGE FOLLOWS]

AYES:

NAYS:

ABSENT:

PASSED:

APPROVED:

RESOLUTION NO.

_____

Nancy R. Rotering, Mayor

ATTEST:

_____

Ghida S. Neukirch, City Clerk

EXHIBIT A

AGREEMENT

AGREEMENT FOR THE INSTALLATION, OPERATION AND MAINTENANCE OF VENDING MACHINES AT THE HIGHLAND PARK SENIOR CENTER

THIS AGREEMENT is dated as of the 10th day of August, 2026 (***"Agreement"***), by and between the **CITY OF HIGHLAND PARK,** an Illinois home rule municipal corporation (***"City"***) and the **VENDING COMPANY** identified in Subsection 1B below (***"Vendor"***) (collectively, the "***Parties***").

IN CONSIDERATION OF the recitals and the mutual covenants and agreements set forth in the Agreement, and pursuant to the City's home rule powers, the Parties agree as follows:

SECTION 1. RECITALS.

A. Premises. The City is the record title owner of that certain real property located at 1201 Park Avenue West, Highland Park, Illinois, and commonly known as the Highland Park Senior Center ("***Premises***").

B. Vending Machines. The Vendor identified below desires to install, operate, and maintain two vending machines on the Premises (collectively, the "***Vending Machines***"), in specific locations to be mutually determined by the City and the Vendor (***"Vending Machines Location"***):

Vendor's Name:	Nourish Now Vending LLC
Vendor's Address:	321 Linder Avenue Northfield, IL 60093
Vendor's Telephone No.:	(312) 907-0934

C. Representations of Vendor. The Vendor agrees to install, operate, and maintain the Vending Machines on the Premises pursuant to this Agreement. The Vendor warrants, represents, and agrees: (i) that it is, and will remain, the owner of the Vending Machines, and that this Agreement is not to be deemed or interpreted as conferring to the City any ownership right in the Vending Machines; (ii) that it has the full and complete right, power, and authority to enter into this Agreement and to agree to the terms, provisions, and conditions set forth in this Agreement; and (iii) that neither the execution of this Agreement nor the performance of the obligations assumed by the Vendor will (a) result in a breach or default under any agreement to which the Vendor is a party or to which it or the Vending Machine is bound, (b) violate any statute, law, restriction, court order, or agreement to which the Vendor or the Vending Machines are subject, or (c) confer to the Vendor any ownership, access, license, or other rights in the Premises except to the extent explicitly granted pursuant to this Agreement.

SECTION 2. TERM AND SPECIFICATIONS.

A. Term. The City agrees to permit the Vendor to install, operate and maintain the Vending Machines in the Vending Machine Location for a period of one year from the date of this agreement (***"Term"***). This Agreement will automatically renew for additional one-year Terms, unless either Party provides written notice of termination not less than 30 days prior to the expiration of the then-current Term. Further, after the initial one-year Term of this

Agreement, either Party may terminate this Agreement at any time upon the provision of 30 days' written notice to the other Party.

B. Installation, Operation, Maintenance, and Removal.

1. The Vendor is solely responsible, at its own cost and expense, for: (i) the installation, operation, and maintenance of the Vending Machines at the Premises during the Installation Term; and (ii) the removal of the Vending Machines upon the expiration of the Term or within 30 days after termination of this Agreement in accordance with Section 2.A of this Agreement, whichever occurs first.

2. The Vendor must: (a) keep the Vending Machines well-stocked with products for purchase; (b) maintain the Vending Machines in their safe and proper working condition; (c) repair or replace malfunctioning equipment within a reasonable time; and (d) maintain the Vending Machines and the immediately-surrounding area in a clean condition.

3. The City agrees to provide reasonable access to the Premises for the Vendor to service, restock, repair, or remove the Vending Machines during normal business hours.

4. The City agrees to provide electrical service necessary for operation of the Vending Machines, at no additional cost to the Vendor.

C. No Relocation. The Vendor acknowledges and agrees that the Vendor may not install, operate, maintain, or otherwise locate the Vending Machines in any location other than the Vending Machine Location at any time, unless approved in advance and in writing by the City Manager.

D. Compliance with Laws and Regulations. The Vendor acknowledges and agrees that the Vending Machines must be installed, operated, and maintained in compliance with all applicable laws and regulations, including, without limitation, all applicable City codes and ordinances.

E. Fees. The Vendor agrees to pay the City a fee of $0.25 for every item sold from the Vending Machine, to be submitted on a monthly basis throughout the Term (***"Monthly Fee"***). The Vendor must pay the Monthly Fee to the City on or before the last day of the next-following calendar month during the Term. The Monthly Fee must be submitted to the City Manager of Senior Services, 1201 Park Avenue West, Highland Park, Illinois 60035. The Vendor agrees to provide the City, when paying the Monthly Fee, with an itemized record of the total gross revenue from the Vending Machine for the relevant month and the calculation of the Monthly Fee.

F. Exclusivity. During the term of this Agreement, the City agrees not to allow competing Vending Machines offering similar products to be installed on the Premises without the written consent of the Vendor.

SECTION 3. LIABILITY AND INDEMNIFICATION.

A. Damage to the Vending Machines. The Vendor exonerates and holds the City harmless from any claim of liability for loss or other damage to the Vending Machines for the duration of this Agreement for any reason, whether due to deterioration, vandalism, fire, misuse,

other catastrophe, normal wear, or any other cause, except to the extent caused by the sole or concurrent negligence or willful misconduct of the City or its officials, employees, agents, or volunteers.

B. Hold Harmless Agreement. The Vendor agrees to hold harmless and defend the City and its officials, employees, agents, and attorneys against any and all lawsuits, claims, demands, damages, liabilities, losses, and expenses, including attorneys' fees and administrative expenses, arising out of or in any way related to the Vending Machines, except to the extent caused by the sole or concurrent negligence or willful misconduct of the City or its officials, employees, agents, or volunteers.

C. Insurance. The Vendor must provide the City a certificate of insurance reflecting coverage for general liability coverage in the minimum amount of $1,000,000, in the aggregate amount. The Vendor's insurance policies must name the City, its officials, agents, employees and volunteers as additional insureds. Vendor's insurance coverage must include, without limitation, coverage for: liability arising out of the Vendor's installation, operation, and maintenance of the Vending Machine, including activities performed by or on behalf of the Vendor; products and completed operations of the Vendor, and automobiles owned, leased, hired or borrowed by the Vendor.

D. No Personal Liability. No elected or appointed official, or employee of the City will be personally liable, in law or in contract, to the Vendor as the result of the execution of this Agreement.

SECTION 4. GENERAL PROVISIONS.

A. Amendment. No amendment or modification to this Agreement will be effective unless and until the amendment or modification is in writing, properly approved in accordance with applicable procedures, and executed by the Parties.

B. Assignment. This Agreement may not be assigned by the City or by the Vendor without the prior written consent of the other party.

C. Binding Effect. The terms of this Agreement bind, and inure to the benefit of, the Parties to this Agreement and their agents, successors, and assigns.

D. Notices. Notices and communications to the City must be addressed to, and delivered at, the following address:

City of Highland Park
1201 Park Avenue West
Highland Park, IL 60035
Attention: Manager of Senior Services
Email: lfrey@cityhpil.com

With a copy to:

Elrod Friedman LLP
350 N. Clark St., 2nd Fl.
Chicago, Illinois 60654
Attention: Hart Passman, Deputy Corporation Counsel

Email: hart.passman@elrodfriedman.com

Notices and communications to the Vendor must be addressed to, and delivered at, the following address:

Nourish Now Vending LLC
Attn: Claudia Gamboa
321 Linder Avenue
Northfield, Illinois 60093
Email: cvgamboa@gmail.com

E. Third Party Beneficiary. No claim as a third party beneficiary under this Agreement by any person, firm, or corporation other than the Vendor may be made or will be valid against the City.

F. Provisions Severable. If any term, covenant, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions will remain in full force and effect and will in no way be affected, impaired, or invalidated.

G. Time. Time is of the essence in the performance of this Agreement.

H. Governing Laws. This Agreement must be interpreted according to the internal laws, but not the conflict of laws rules, of the State of Illinois.

I. Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes any and all previous or contemporaneous oral or written agreements and negotiations between the City and the Vendor with respect to the Vending Machines and the Vending Machine Location.

J. Waiver. No waiver of any provision of this Agreement will be deemed to be or constitute a waiver of any other provision of this Agreement (whether or not similar) nor will any such waiver be deemed to be or constitute a continuing waiver unless otherwise expressly provided in this Agreement.

K. Rights Cumulative. Unless expressly provided to the contrary in this Agreement, each and every one of the rights, remedies, and benefits provided by this Agreement will be cumulative and will not be exclusive of any other rights, remedies, and benefits allowed by law.

M. Counterpart Execution. This Agreement may be executed in several counterparts, each of which, when executed, will be deemed to be an original, but all of which together will constitute one and the same instrument.

[SIGNATURE PAGE FOLLOWS]

ATTEST:

By: _____
Deputy City Clerk

CITY OF HIGHLAND PARK

By: _____
City Manager

ATTEST:

By: Claudia Gamboa
Printed Name: Claudia Gamboa
Title: Manager

Nourish Now Vending LLC

By: Andrew Bautista
Printed Name: Andrew Bautista
Its: President

Staff Report

Meeting Date: August 17, 2026

Staff Contact: Emily Taub, Assistant City Manager
Jazmin Alejandro, Social Services Specialist

Department: City Manager's Office

Title: A Resolution Approving an Agreement with F.H. Paschen, S.N. Nielsen & Associates, Inc., of Chicago, Illinois, for the Construction of the Highland Park Place of Remembrance

Recommendation:
Staff recommends approving a contract with F.H. Paschen for construction management services for the Place of Remembrance. This phase of the project entails working with SWA Group, the project architect, during the pre-construction and bidding stages to develop a project budget, review bids, select trades and oversee the construction process.

Policy Consideration:
Background
In 2023, the City Council established a Working Group to guide the planning process for the permanent Place of Remembrance for the Highland Park shooting. The Place of Remembrance has three primary objectives:

- Create an accessible public place for reflection, remembrance, and solace;
- Pay tribute to the memories of Katie Goldstein, Irina McCarthy, Kevin Michael McCarthy, Jacki Lovi Sundheim, Stephen Straus, Nicolas Toledo, and Eduardo Uvaldo;
- Honor the community's resiliency, especially those who were injured.

The Working Group has been meeting regularly since November of 2023, with all meeting notes and related documents available online at hpremembrance.org/meetings. Key milestones for the Working Group include:

- Potential location brainstorm and development of the location shortlist (Port Clinton Square, the southwest corner of St. Johns & Central, the Rose Garden): February 27, 2024 & April 3, 2024
- RFP process for location feedback focus group & survey consultants: August 27, 2024

(firm recommendation); October 15, 2024 (Council approval)

- Location feedback public engagement process: November 2024 - January 2025; March 31, 2025 (Working Group presentation); April 14 & April 25 (Committee of the Whole presentation); Full downloadable report recommending a prominent, primary Place of Remembrance at the Rose Garden and a subtle, secondary location at Port Clinton Plaza
- RFQ process for design services: April 30, 2025 (RFQ issued); June 18, 2025 (shortlist developed for interviews & representative designs); August 27, 2025 (Working Group recommendation); October 6, 2025 (Committee of the Whole discussion and selection of SWA Group); December 15, 2025 (Committee of the Whole update and budget determination); January 12, 2026 (approval of agreement with SWA Group)

In addition, to best serve the City through the planning process and ultimately save the City in construction costs, the City planned to contract with a construction management service.

In April 2026, the City issued a Request for Proposals for construction manager services for the Place of Remembrance. The review team, including representatives from the City Manager's Office, the Public Works Department, and the project architect, reviewed reviewed three responses from construction management firms and interviewed the firms. After a comprehensive evaluation, City staff recommends F.H. Paschen as the most qualified firm. F.H. Paschen has extensive experience in construction management that includes experience with memorial spaces and a specialized division that works with smaller size, high profile projects. The proposals are available for review upon request.

Core City Review Team (other staff are included at various and strategic points throughout the planning, design and construction project):

1. Ghida Neukirch, City Manager
2. Emily Taub, Assistant City Manager
3. Joe O'Neill, Deputy Public Works Director
4. Jazmin Alejandro, Social Services Specialist

RFQ Responses:

1. F.H. Paschen
2. Harbour Contractors
3. WB Olson

Cost Comparison:
Estimated costs break down into three primary areas: Preconstruction services fee, construction management fee, and general conditions (general conditions are indirect overhead costs required to support the project). Total costs for all three proposals were competitively priced within 2.5% of each other. F.H. Paschen was the most competitive as they waived their preconstruction fee and quoted the lowest construction management fee. General conditions, while not the lowest

proposed, were in-line with the proposals and the most comprehensive.

F.H. Paschen Highlights:

- Strong history as a general contractor and construction manager with a history in construction spanning over 115 years.
- Longstanding focus on public infrastructure.
- Preferred Projects Group focusing on collaboration, determination, adaptability, and resources.

Experience includes the following:

- Chicago Department of Assets, Information and Services (AIS)/Chicago Department of Transportation
- Downers Grove Park District
- City of Elgin
- City of Lake Forest
- Village of Schaumburg
- Texas General Land Office

F.H. Paschen has an impressive emphasis on keeping the project on schedule; project estimating; ensuring competitive bids for individual trades; navigating unique considerations around sensitive memorial spaces; day-to-day management and communication. In addition, reference checks were very positive.

City staff will work with SWA Group and F.H. Paschen as the Place of Remembrance progresses. Updates will continue to be provided to the City Council.

Core Priorities:

Fiscal Stability

The engagement of Do Tank for the location feedback survey and focus group facilitation was $45,000.

The cost of the first stage of SWA's service agreement (project administration; listening, discovery, and community engagement; schematic design) is $262,500 plus up to $21,000 in reimbursable expenses (8% of the costs). The second stage of SWA's service agreement (design development; construction documentation; construction administration) is $629,800 plus up to $30,000 in reimbursable costs. The second stage of the service agreement is for services related to the Rose Garden site only. The cost associated with Stage 2 services for Port Clinton are not yet determined. The total costs for Stage 2 services for both sites are anticipated to not exceed the original estimate of $700,000 - $1,250,000. Construction management fees are anticipated to be approximately $88,000 based on the preliminary budget, however these services are a percentage fee of construction costs and may vary. This is in addition to general conditions and insurance requirements.

The City Council supported a preliminary budget of $2 million for construction of the Place of Remembrance. At the June 8, 2026 Committee of the Whole meeting, the City Council supported an updated budget of $2.3 - $2.8 million for the Rose Garden site with Port Clinton costs under development. Although Council direction was not to pursue active fundraising due to the broad impact of the shooting on the community, the City has received several donations to support this project, most notably a restricted gift of $1 million from Jon & Mindy Gray among other similarly directed gifts for the Permanent Place of Remembrance.

Public Safety
The design concepts incorporate best practices for public safety and accessibility, including preservation of sightlines and hardscape that supports visitors who may be using mobility devices or pushing strollers.

Infrastructure Investment
The permanent Place of Remembrance will incorporate a primary installation at the Rose Garden and a subtle, secondary installation at Port Clinton Plaza. While the scale and nature of the designs will be different, each represents a significant infrastructure undertaking given the presence of existing structures at or adjacent to the site.

Environmental Sustainability
The design concepts take the City's commitment to environmentally sustainable practices into consideration through recommendations for native plantings and seasonality.

Attachments:
1. HP Resolution Approving Agreement with Paschen for Construction Management Services
2. A133-2019_FHPHPR1_20260807
3. A133ExhibitB-2019__FHPHPR1_20260811
4. A201-2017_FHPHPR2_20260811

City of Highland Park

Resolution No. _____

A Resolution Approving an Agreement With
F.H. Paschen, S.N. Nielsen & Associates, Inc., of Chicago, Illinois,
for the Construction of the Highland Park Place of Remembrance

WHEREAS, the City issued a request for qualifications for the provision of construction management services (***"Services"***) for the construction of the Highland Park Place of Remembrance (***"Project"***); and

WHEREAS, the City has determined that the proposal submitted by F.H. Paschen, S.N. Nielsen & Associates, Inc., of Chicago, Illinois (***"Paschen"***), best meets the City's needs and is the most appropriate for the performance of the Services; and

WHEREAS, the City and Paschen desire to enter into an agreement for the provision of the Services (***"Construction Management Agreement"***); and

WHEREAS, the City Council has determined that it will serve and be in the best interest of the City and its residents to enter into the Construction Management Agreement with Paschen;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HIGHLAND PARK, LAKE COUNTY, ILLINOIS, as follows:

SECTION ONE: RECITALS. The foregoing recitals are incorporated into, and made a part of, this Resolution as findings of the City Council.

SECTION TWO: APPROVAL OF CONSTRUCTION MANAGEMENT AGREEMENT. The Construction Management Agreement by and between the City and Paschen is hereby approved in substantially the form attached to this Resolution as **Exhibit A**, and in a final form to be approved by the City Manager and the Corporation Counsel.

SECTION THREE: EXECUTION OF CONSTRUCTION MANAGEMENT AGREEMENT. The City Manager and the Deputy City Clerk are hereby authorized and directed to execute and attest the Construction Management Agreement with Paschen upon receipt by the City Clerk of at least one original copy of the Construction Management Agreement executed by Paschen; provided, however, that if an executed copy of the Construction Management Agreement is not received by the City Clerk within 30 days after the effective date of this Resolution, then this authority to execute and attest the Construction Management Agreement will, at the option of the City Council, be null and void.

SECTION FOUR: EFFECTIVE DATE. This Resolution will be in full force and effect upon its passage and approval by a majority of the members of the City Council.

[SIGNATURE PAGE FOLLOWS]

AYES:

NAYS:

ABSENT:

PASSED:

APPROVED:

RESOLUTION NO.

_____
Nancy R. Rotering, Mayor

ATTEST:

_____
Ghida S. Neukirch, City Clerk

EXHIBIT A

CONSTRUCTION MANAGEMENT AGREEMENT

AIA® Document A133® – 2019

Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price

AGREEMENT made as of the 17th day of August in the year 2026
(In words, indicate day, month, and year.)

BETWEEN the Owner:
(Name, legal status, address, and other information)

City of Highland Park
1707 St. Johns Ave.
Highland Park, IL 60035

and the Construction Manager:
(Name, legal status, address, and other information)

F.H. Paschen, S.N. Nielsen & Associates, LLC
5515 N. East River Rd.
Chicago, IL 60656

for the following Project:
(Name, location, and detailed description)

Construction Manager Services for City of Highland Park Place of Remembrance

The Architect:
(Name, legal status, address, and other information)

SWA Group
530 Bush St.
6th Floor
San Francisco, CA 94108

The Owner and Construction Manager agree as follows.

ADDITIONS AND DELETIONS:
The author of this document may have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added to or deleted from the original AIA text.

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

AIA Document A201™–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.
(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project, as described in Section 4.1.1:
(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

The project involves the construction of the Place of Remembrance that will pay tribute to the seven victims of the Highland Park shooting, create a space(s) for reflection, remembrance, and solace, and honor the community's resiliency, especially those who were injured. While the design of the Place of Remembrance is not yet finalized, there will likely be a primary focus on hardscape and landscape installation with the probable incorporation of a portion of existing landscape.

The specifics of the project and authorization shall be identified in an amendment to this agreement as shown in Exhibit A.

§ 1.1.2 The Project's physical characteristics:
(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

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To be provided by the Owner. The specifics of the project and authorization shall be identified in an amendment to this agreement as shown in Exhibit A.

§ 1.1.3 The Owner's budget for the Guaranteed Maximum Price, as defined in Article 6:
(Provide total and, if known, a line item breakdown.)

The City of Highland Park has established a preliminary construction budget of two million dollars ($2,000,000.00) for the project. A more detailed budget will be established through the course of planning and design that will be undertaken in 2026. The budget will be finalized as part of the preconstruction process.

The specifics of the project and authorization shall be identified in an amendment to this agreement as shown in Exhibit A.

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

To be provided by the Owner. The specifics of the project and authorization shall be identified in an amendment to this agreement as shown in Exhibit A.

.2 Construction commencement date:

To be provided by the Owner. The specifics of the project and authorization shall be identified in an amendment to this agreement as shown in Exhibit A.

.3 Substantial Completion date or dates:

Multiple delivery alternatives will be explored for the project with an ideal completion date of June 30, 2027. The schedule will be refined during the preconstruction phase, with the Construction Manager's input, dependent on a design deliverable schedule from the Architect.

The specifics of the project and authorization shall be identified in an amendment to this agreement as shown in Exhibit A.

.4 Other milestone dates:

To be provided by the Owner. The specifics of the project and authorization shall be identified in an amendment to this agreement as shown in Exhibit A.

§ 1.1.5 The Owner's requirements for accelerated or fast-track scheduling, or phased construction, are set forth below:
(Identify any requirements for fast-track scheduling or phased construction.)

Multiple delivery alternatives will be explored for the project with an ideal completion date of June 30, 2027. Construction Manager will recommend potential early design packages to allow construction to begin in 2026, subject to review and approval by the Owner.

The specifics of the project and authorization shall be identified in an amendment to this agreement as shown in Exhibit A.

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:
(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

To be provided by the Owner. The specifics of the project and authorization shall be identified in an amendment to this agreement as shown in Exhibit A.

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Construction Manager shall complete and incorporate AIA Document E234™–2019 (terms to be mutually agreed to), Sustainable Projects Exhibit, Construction Manager as Constructor Edition, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E234–2019 is incorporated into this agreement, the Owner and Construction Manager shall

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incorporate the completed E234–2019 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 Other Project information:
(Identify special characteristics or needs of the Project not provided elsewhere.)

To be provided by the Owner. The specifics of the project and authorization shall be identified in an amendment to this agreement as shown in Exhibit A.

§ 1.1.8 The Owner identifies the following representative in accordance with Section 4.2:
(List name, address, and other contact information.)

Emily Taub, Assistant City Manager
City of Highland Park
1707 St. Johns Avenue
Highland Park, IL 60035

§ 1.1.9 The persons or entities, in addition to the Owner's representative, who are required to review the Construction Manager's submittals to the Owner are as follows:
(List name, address and other contact information.)

None identified at this time. Additional persons or entities later added must be identified in an amendment to this agreement.

§ 1.1.10 The Owner shall retain the following consultants and contractors:
(List name, legal status, address, and other contact information.)

.1 Geotechnical Engineer:

None identified at this time. If the Owner retains a geotechnical engineer, such parties must be identified in an amendment to this agreement.

.2 Civil Engineer:

None identified at this time. If the Owner retains a civil engineer, such parties must be identified in an amendment to this agreement.

.3 Other, if any:
(List any other consultants retained by the Owner, such as a Project or Program Manager.)

None identified at this time. If the Owner retains a consultant, such parties must be identified in an amendment to this agreement.

§ 1.1.11 The Architect's representative:
(List name, address, and other contact information.)

Daniel Cunningham, Principal
SWA Group
530 Bush St.
6th Floor
San Francisco, CA 94108

§ 1.1.12 The Construction Manager identifies the following representative in accordance with Article 3:
(List name, address, and other contact information.)

Joshua Curran, Vice President
F.H. Paschen, S.N. Nielsen and Associates, LLC
5515 N. East River Rd.
Chicago, IL 60656

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§ 1.1.13 The Owner's requirements for the Construction Manager's staffing plan for Preconstruction Services, as required under Section 3.1.9:
(List any Owner-specific requirements to be included in the staffing plan.)

To be determined and identified in Exhibit A.

§ 1.1.14 The Owner's requirements for subcontractor procurement for the performance of the Work:
(List any Owner-specific requirements for subcontractor procurement.)

As a part of the Work, the Construction Manager shall provide all necessary services related to the bidding of subcontracts by subcontractors, including the following: (a) preparing lists of prospective bidders; (b) preparing proposed forms of subcontract and purchase orders; (c) establishing bid schedules; (d) advertising for bids and developing bidder interest in the Project; (e) furnishing information concerning the Project to prospective bidders; (f) conducting pre-bid conferences; (g) receiving bids and analyzing bids; (h) investigating the acceptability and responsibility of subcontractors and advising the Owner of such evaluations; (i) negotiating with subcontractors concerning any matter related to the Project; and (j) such other services required by the Owner with respect to the bidding process. The Construction Manager shall submit its procurement process to the Owner for approval, which at a minimum shall include documented best efforts to obtain bids from at least three (3) competitive bidders for each portion of the Work that is awarded to a subcontractor. The Construction Manager shall be responsible for subcontractor bid solicitation, scope confirmation and bid evaluation and shall keep all bids, scoping documents and evaluations in an organized format and available to the Owner at any time. The Construction Manager shall prepare, on a form acceptable to the Owner, an Owner authorization sheet which summarizes Construction Manager's proposed award to a subcontractor. The Construction Manager shall obtain the Owner's authorization prior to the award of any subcontract.

§ 1.1.15 Other Initial Information on which this Agreement is based:

To be determined and identified in Exhibit A.

§ 1.2 The Owner and Construction Manager may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Construction Manager shall appropriately adjust the Project schedule, the Construction Manager's services, and the Construction Manager's compensation. The Owner shall adjust the Owner's budget for the Guaranteed Maximum Price and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 Neither the Owner's nor the Construction Manager's representative shall be changed without ten days' prior notice to the other party.

ARTICLE 2 GENERAL PROVISIONS

§ 2.1 The Contract Documents

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract and are as fully a part of the Contract as if attached to this Agreement or repeated herein. Upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, the Contract Documents will also include the documents described in Section 3.2.3 and identified in the Guaranteed Maximum Price Amendment and revisions prepared by the Architect and furnished by the Owner as described in Section 3.2.8. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. If anything in the other Contract Documents, other than a Modification, is inconsistent with this Agreement, this Agreement shall govern. An enumeration of the Contract Documents, other than a Modification, appears in Article 15.

§ 2.2 Relationship of the Parties

§ 2.2.1 The Construction Manager accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Architect and exercise the Construction Manager's skill and judgment in furthering the interests of the Owner to furnish efficient construction administration, management services, and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's interests. The Owner agrees to furnish or approve, in a timely manner, information required by the Construction Manager and to make payments to the Construction Manager in accordance with the requirements of the Contract Documents.

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§ 2.2.2 Notwithstanding language to the contrary herein or in AIA A201, all requirements for the Construction Manager to submit, inform, provide notice, copy, prepare, deliver, report or recommend shall be made only to the Owner. Acceptances, approvals, direction, decisions, determinations, and authorizations may only be provided by Owner unless Owner assigns specific authority to a representative.

§ 2.3 General Conditions

§ 2.3.1 For the Preconstruction Phase, AIA Document A201™–2017, General Conditions of the Contract for Construction, shall apply as follows: Section 1.5, Ownership and Use of Documents; Section 1.7, Digital Data Use and Transmission; Section 1.8, Building Information Model Use and Reliance; Section 2.2.4, Confidential Information; Section 3.12.10, Professional Services; Section 10.3, Hazardous Materials; Section 13.1, Governing Law. The term "Contractor" as used in A201–2017 shall mean the Construction Manager.

§ 2.3.2 For the Construction Phase, the general conditions of the contract shall be as set forth in A201–2017, which document is incorporated herein by reference. The term "Contractor" as used in A201–2017 shall mean the Construction Manager.

ARTICLE 3 CONSTRUCTION MANAGER'S RESPONSIBILITIES

The Construction Manager's Preconstruction Phase responsibilities are set forth in Sections 3.1 and 3.2, and in the applicable provisions of A201-2017 referenced in Section 2.3.1. The Construction Manager's Construction Phase responsibilities are set forth in Section 3.3. The Owner and Construction Manager may agree, in consultation with the Architect, for the Construction Phase to commence prior to completion of the Preconstruction Phase, in which case, both phases will proceed concurrently. The Construction Manager shall identify a representative authorized to act on behalf of the Construction Manager with respect to the Project.

§ 3.1 Preconstruction Phase

§ 3.1.1 Extent of Responsibility

The Construction Manager shall exercise reasonable care in performing its Preconstruction Services. The Owner and Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of services and information furnished by the Construction Manager. The Construction Manager, however, does not warrant or guarantee estimates and schedules except as may be included as part of the Guaranteed Maximum Price. The Construction Manager is not required to ascertain that the Drawings and Specifications are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Construction Manager shall promptly report to the Architect and Owner any nonconformity discovered by or made known to the Construction Manager as a request for information in such form as the Contract Documents may require.

§ 3.1.2 The Construction Manager shall provide a preliminary evaluation of the Owner's program, schedule and construction budget requirements, each in terms of the other.

§ 3.1.3 Consultation

§ 3.1.3.1 The Construction Manager shall schedule and conduct meetings with the Architect and Owner to discuss such matters as procedures, progress, coordination, and scheduling of the Work.

§ 3.1.3.2 The Construction Manager shall advise the Owner and Architect on proposed site use and improvements, selection of materials, building systems, and equipment. The Construction Manager shall also provide recommendations to the Owner and Architect, consistent with the Project requirements, on constructability; availability of materials and labor; time requirements for procurement, installation and construction; prefabrication; and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, and possible cost reductions. Professional services are included by Construction Manager only if and as defined in this Agreement.

§ 3.1.3.3 The Construction Manager shall assist the Owner and Architect in establishing building information modeling and digital data protocols for the Project, using AIA Document E203™–2013 (terms to be mutually agreed to), Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 3.1.4 Project Schedule

When Project requirements in Section 4.1.1 have been sufficiently identified, the Construction Manager shall prepare and periodically update a Project schedule for the Owner's review and acceptance. The Construction Manager shall obtain the Owner's approval for the portion of the Project schedule relating to the performance of the Architect's services. The

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Project schedule shall coordinate and integrate the Construction Manager's services, the Architect's services, other Owner consultants' services, and the Owner's responsibilities; and identify items that affect the Project's timely completion, provided that the Owner furnishes Construction Manager with accurate information related to Owner and Architect's activities and schedule requirements. The updated Project schedule shall include the following: submission of the Guaranteed Maximum Price proposal; components of the Work; times of commencement and completion required of each Subcontractor; ordering and delivery of products, including those that must be ordered in advance of construction; and the occupancy requirements of the Owner.

§ 3.1.5 Phased Construction

The Construction Manager, in consultation with the Architect, shall provide recommendations with regard to accelerated or fast-track scheduling, procurement, and sequencing for phased construction. The Construction Manager shall take into consideration cost reductions, cost information, constructability, provisions for temporary facilities, and procurement and construction scheduling issues.

§ 3.1.6 Cost Estimates

§ 3.1.6.1 Based on the preliminary design and other design criteria prepared by the Architect, the Construction Manager shall prepare, for the Owner's review and approval, preliminary estimates of the Cost of the Work or the cost of program requirements using area, volume, or similar conceptual estimating techniques. If the Architect or Construction Manager suggests alternative materials and systems, the Construction Manager shall provide cost evaluations of those alternative materials and systems.

§ 3.1.6.2 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall prepare and update, at appropriate intervals agreed to by the Owner and Construction Manager, an estimate of the Cost of the Work with increasing detail and refinement. The Construction Manager shall include in the estimate those costs to allow for the further development of the design, price escalation, and market conditions, until such time as the Owner and Construction Manager agree on a Guaranteed Maximum Price for the Work. The estimate shall be provided for the Owner's review and approval. The Construction Manager shall inform the Owner and in the event that the estimate of the Cost of the Work exceeds the latest approved Project budget and make recommendations for corrective action.

§ 3.1.6.3 If the Architect is providing cost estimating services as a Supplemental Service, and a discrepancy exists between the Construction Manager's cost estimates and the Architect's cost estimates, the Construction Manager and the Architect shall work together to reconcile the cost estimates.

§ 3.1.7 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall consult with the Owner and Architect and make recommendations regarding constructability and schedules, for the Owner's review and approval.

§ 3.1.8 The Construction Manager shall provide recommendations and information to the Owner and Architect regarding equipment, materials, services, and temporary Project facilities.

§ 3.1.9 The Construction Manager shall provide a staffing plan for Preconstruction Phase services for the Owner's review and approval.

§ 3.1.10 If the Owner identified a Sustainable Objective in Article 1, the Construction Manager shall fulfill its Preconstruction Phase responsibilities as required in AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, attached to this Agreement.

§ 3.1.11 Subcontractors and Suppliers

§ 3.1.11.1 If the Owner has provided requirements for subcontractor procurement in section 1.1.14, the Construction Manager shall provide a subcontracting plan, addressing the Owner's requirements, for the Owner's review and approval.

§ 3.1.11.2 The Construction Manager shall develop bidders' interest in the Project.

§ 3.1.11.3 The processes described in Article 9 shall apply if bid packages will be issued during the Preconstruction Phase.

§ 3.1.12 Procurement

The Construction Manager shall prepare, for the Owner's review and acceptance, a procurement schedule for items that must be ordered in advance of construction. The Construction Manager shall expedite and coordinate the ordering and

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delivery of materials that must be ordered in advance of construction. If the Owner agrees that procurement of any items prior to the establishment of the Guaranteed Maximum Price is beneficial to the project, the Construction Manager shall procure the items on terms and conditions acceptable to the Owner.

§ 3.1.13 Compliance with Laws

As it pertains to its means and methods, the Construction Manager shall comply with applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to its performance under this Contract, and with equal employment opportunity programs, and other programs as may be required by governmental and quasi-governmental authorities.

§ 3.1.13.1 Prevailing Wage Act

The Construction Manager shall in the course of its work, and in the engagement of its Subcontractors whose names shall be provided in writing to Owner, observe and have them observe all requirements of the Illinois Prevailing Wage Act, including without limitation, payment of not less than the prevailing wage to all covered workers and trades, and insert notices of such Act's requirements in its advertisements for bids, bid packages, and specifications, subcontracts, surety bonds so that all Subcontractors will likewise observe the Act, including needed postings and delivery of certified payrolls at prescribed intervals, as provided by the Act, and that the Department of Labor's electronic website shall be checked monthly by Construction Manager and Subcontractors for possible revisions. Change orders shall be computed using the prevailing wage rates applicable at the time the change order work is scheduled to be performed. The Construction Manager shall maintain accurate records as required by the Act. In accordance with applicable law, the Construction Manager and each Subcontractor shall keep an accurate record showing the names and occupation of all laborers, workers and mechanics employed by them, and also showing the actual hourly wages paid to each such individual, which records shall be certified and submitted in accordance with the Act and which shall be available to the Illinois Department of Labor and the Owner during business hours.

§ 3.1.14 Other Preconstruction Services

Insert a description of any other Preconstruction Phase services to be provided by the Construction Manager, or reference an exhibit attached to this document

(Describe any other Preconstruction Phase services, such as providing cash flow projections, development of a project information management system, early selection or procurement of subcontractors, etc.)

To be determined and identified in Exhibit A.

§ 3.2 Guaranteed Maximum Price Proposal

§ 3.2.1 At a time to be mutually agreed upon by the Owner and the Construction Manager, the Construction Manager shall prepare a Guaranteed Maximum Price proposal for the Owner's review and acceptance. The Guaranteed Maximum Price in the proposal shall be the sum of the Construction Manager's estimate of the Cost of the Work, the Construction Manager's contingency described in Section 3.2.4, and the Construction Manager's Fee described in Section 6.1.2.

§ 3.2.2 To the extent that the Contract Documents are anticipated to require further development, the Guaranteed Maximum Price includes the costs attributable to such further development consistent with the Contract Documents and reasonably inferable therefrom. Such further development does not include changes in scope, systems, kinds and quality of materials, finishes, or equipment, all of which, if required, shall be incorporated by Change Order.

§ 3.2.3 The Construction Manager shall include with the Guaranteed Maximum Price proposal a written statement of its basis, which shall include the following:

- **.1** A list of the Drawings and Specifications, including all Addenda thereto, and the Conditions of the Contract;
- **.2** A list of the clarifications and assumptions made by the Construction Manager in the preparation of the Guaranteed Maximum Price proposal, including assumptions under Section 3.2.2;
- **.3** A statement of the proposed Guaranteed Maximum Price, including a statement of the estimated Cost of the Work organized by trade categories or systems, including allowances; the Construction Manager's contingency set forth in Section 3.2.4; and the Construction Manager's Fee;
- **.4** The anticipated date of Substantial Completion upon which the proposed Guaranteed Maximum Price is based; and
- **.5** A date by which the Owner must accept the Guaranteed Maximum Price.

§ 3.2.4 In preparing the Construction Manager's Guaranteed Maximum Price proposal, the Construction Manager shall include a contingency for the Construction Manager's exclusive use to cover those costs that are included in the

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Guaranteed Maximum Price but not otherwise allocated to another line item or included in a Change Order.

§ 3.2.5 The Construction Manager shall meet with the Owner and Architect to review the Guaranteed Maximum Price proposal. In the event that the Owner or Architect discover any inconsistencies or inaccuracies in the information presented, they shall promptly notify the Construction Manager, who shall make appropriate adjustments to the Guaranteed Maximum Price proposal, its basis, or both.

§ 3.2.6 If the Owner notifies the Construction Manager that the Owner has accepted the Guaranteed Maximum Price proposal in writing before the date specified in the Guaranteed Maximum Price proposal, the Guaranteed Maximum Price proposal shall be deemed effective without further acceptance from the Construction Manager. Following acceptance of a Guaranteed Maximum Price, the Owner and Construction Manager shall execute the Guaranteed Maximum Price Amendment amending this Agreement, a copy of which the Owner shall provide to the Architect. The Guaranteed Maximum Price Amendment shall set forth the agreed upon Guaranteed Maximum Price with the information and assumptions upon which it is based.

§ 3.2.7 The Construction Manager shall not incur any cost to be reimbursed as part of the Cost of the Work prior to the execution of the Guaranteed Maximum Price Amendment, unless the Owner provides prior written authorization for such costs.

§ 3.2.8 The Owner shall authorize preparation of revisions to the Contract Documents that incorporate the agreed-upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment. The Owner shall promptly furnish such revised Contract Documents to the Construction Manager. The Construction Manager shall notify the Owner of any inconsistencies between the agreed-upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment and the revised Contract Documents.

§ 3.2.9 The Construction Manager shall include in the Guaranteed Maximum Price all sales, consumer, use and similar taxes for the Work provided by the Construction Manager that are legally enacted, whether or not yet effective, at the time the Guaranteed Maximum Price Amendment is executed.

§ 3.3 Construction Phase

§ 3.3.1 General

§ 3.3.1.1 For purposes of Section 8.1.2 of A201–2017, the date of commencement of the Work shall mean the date of commencement of the Construction Phase.

§ 3.3.1.2 The Construction Phase shall commence upon the Owner's execution of the Guaranteed Maximum Price Amendment or, prior to acceptance of the Guaranteed Maximum Price proposal, by written agreement of the parties. The written agreement shall set forth a description of the Work to be performed by the Construction Manager, and any insurance and bond requirements for Work performed prior to execution of the Guaranteed Maximum Price Amendment.

§ 3.3.2 Administration

§ 3.3.2.1 The Construction Manager shall schedule and conduct meetings to discuss such matters as procedures, progress, coordination, scheduling, and status of the Work. The Construction Manager shall prepare and promptly distribute minutes of the meetings to the Owner and Architect.

§ 3.3.2.2 Upon the execution of the Guaranteed Maximum Price Amendment, the Construction Manager shall prepare and submit to the Owner and Architect a construction schedule for the Work and a submittal schedule in accordance with Section 3.10 of A201–2017.

§ 3.3.2.3 Monthly Report

The Construction Manager shall record the progress of the Project. On a monthly basis, or otherwise as agreed to by the Owner, the Construction Manager shall submit written progress reports to the Owner, showing percentages of completion and other information required by the Owner.

§ 3.3.2.4 Daily Logs

The Construction Manager shall keep, and make available to the Owner and Architect, a daily log containing a record for each day of weather, portions of the Work in progress, number of workers on site, identification of equipment on site, problems that might affect progress of the work, accidents, injuries, and other information required by the Owner.

§ 3.3.2.5 Cost Control

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The Construction Manager shall develop a system of cost control for the Work, including regular monitoring of actual costs for activities in progress and estimates for uncompleted tasks and proposed changes. The Construction Manager shall identify variances between actual and estimated costs and report the variances to the Owner, and shall provide this information in its monthly reports to the Owner, in accordance with Section 3.3.2.3 above.

ARTICLE 4 OWNER'S RESPONSIBILITIES

§ 4.1 Information and Services Required of the Owner

§ 4.1.1 The Owner shall provide information with reasonable promptness, regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, constraints, and criteria, including schedule, space requirements and relationships, flexibility and expandability, special equipment, systems, sustainability and site requirements.

§ 4.1.2 Prior to the execution of the Guaranteed Maximum Price Amendment, the Construction Manager may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. After execution of the Guaranteed Maximum Price Amendment, the Construction Manager may request such information as set forth in A201-2017 Section 2.2.

§ 4.1.3 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Article 7, (2) the Owner's other costs, and (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Construction Manager and Architect. The Owner and the Architect, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 4.1.4 Structural and Environmental Tests, Surveys and Reports. During the Preconstruction Phase, the Owner shall furnish the following information or services with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work. The Construction Manager shall be entitled to rely on the accuracy of information and services furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 4.1.4.1 The Owner shall furnish tests, inspections, and reports, required by law and as otherwise agreed to by the parties, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 4.1.4.2 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 4.1.4.3 The Owner shall furnish services of geotechnical engineers and environmental survey and reports, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 4.1.5 During the Construction Phase, the Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services.

§ 4.1.6 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, attached to this Agreement.

§ 4.2 Owner's Designated Representative

The Owner shall identify a representative authorized to act on behalf of the Owner with respect to the Project. The Owner's representative shall render decisions promptly and furnish information expeditiously, so as to avoid unreasonable delay in the services or Work of the Construction Manager. Except as otherwise provided in Section 4.2.1 of A201–2017, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

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§ 4.2.1 Legal Requirements. The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 4.3 Architect

The Owner shall retain an Architect to provide services, duties and responsibilities as described in AIA Document B133™–2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Constructor Edition, including any additional services requested by the Construction Manager that are necessary for the Preconstruction and Construction Phase services under this Agreement. The Owner shall provide the Construction Manager with a copy of the scope of services in the executed agreement between the Owner and the Architect, and any further modifications to the Architect's scope of services in the agreement. Nothing in B133 shall place any responsibilities on, nor cause any additional costs to be incurred by, Construction Manager that are not explicitly described in this A133 or A201. The Standard of Care, as defined in AIA Document B133-2019, shall be to the maximum extent permitted by Illinois law. No changes to the Architect's Standard of Care shall be made to shift any burden of said Standard of Care from the Architect to the Construction Manager.

ARTICLE 5 COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES

§ 5.1 Compensation

§ 5.1.1 For the Construction Manager's Preconstruction Phase services described in Sections 3.1 and 3.2, the Owner shall compensate the Construction Manager as follows:
(Insert amount of, or basis for, compensation and include a list of reimbursable cost items, as applicable.)

To be determined and identified in Exhibit A.

§ 5.1.2 The hourly billing rates for Preconstruction Phase services of the Construction Manager and the Construction Manager's Consultants and Subcontractors, if any, are set forth below.
(If applicable, attach an exhibit of hourly billing rates or insert them below.)

Staffing plan to be determined and identified in Exhibit A. Staffing rates listed below through 12/31/2026 and subject to yearly 3% increase.

Individual or Position	Rate
Principal-in-Charge/Executive VP/Vice President	$230.00
Project Executive	$210.00
Sr. Project Manager	$170.00
Project Manager	$150.00
Project Engineer	$95.00
Preconstruction Manager	$175.00
Field Office Manager	$75.00
Safety / Quality Technician	$120.00
Estimator	$110.00
Sr. Superintendent	$155.00
Project Superintendent	$125.00
BIM / VDC Coordinator	$120.00

§ 5.1.2.1 Hourly billing rates for Preconstruction Phase services include all costs to be paid or incurred by the Construction Manager, as required by law or collective bargaining agreements, for taxes, insurance, contributions, assessments and benefits and, for personnel not covered by collective bargaining agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, and shall remain unchanged unless the parties execute a Modification.

§ 5.1.3 If the Preconstruction Phase services covered by this Agreement have not been completed within twelve (12) months of the date of this Agreement, through no fault of the Construction Manager, the Construction Manager's compensation for Preconstruction Phase services shall be equitably adjusted.

§ 5.2 Payments

§ 5.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed.

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§ 5.2.2 Payments are due and payable upon presentation of the Construction Manager's invoice. Amounts unpaid « » (« ») days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Construction Manager.
(Insert rate of monthly or annual interest agreed upon.)

Payments to be made in accordance with the Illinois Local Government Prompt Payment Act.

ARTICLE 6 COMPENSATION FOR CONSTRUCTION PHASE SERVICES

§ 6.1 Contract Sum

§ 6.1.1 The Owner shall pay the Construction Manager the Contract Sum in current funds for the Construction Manager's performance of the Contract after execution of the Guaranteed Maximum Price Amendment. The Contract Sum is the Cost of the Work as defined in Article 7 plus the Construction Manager's Fee.

§ 6.1.2 The Construction Manager's Fee:
(State a lump sum, percentage of Cost of the Work or other provision for determining the Construction Manager's Fee.)

2.5% of Cost of the Work

§ 6.1.3 The method of adjustment of the Construction Manager's Fee for changes in the Work:

4% of final Cost of the Work

§ 6.1.4 Limitations, if any, on a Subcontractor's overhead and profit for increases in the cost of its portion of the Work:

To be determined and identified in Exhibit A.

§ 6.1.5 Rental rates for Construction Manager-owned equipment shall not exceed «not identified» percent («not identified» %) of the standard rental rate paid at the place of the Project.

§ 6.1.6 Liquidated damages, if any:
(Insert terms and conditions for liquidated damages, if any.)

To be determined and identified in Exhibit A.

§ 6.1.7 Other:
(Insert provisions for bonus, cost savings or other incentives, if any, that might result in a change to the Contract Sum.)

«not identified»

§ 6.2 Guaranteed Maximum Price

The Construction Manager guarantees that the Contract Sum shall not exceed the Guaranteed Maximum Price set forth in the Guaranteed Maximum Price Amendment, subject to additions and deductions by Change Order as provided in the Contract Documents. Costs which would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Construction Manager without reimbursement by the Owner.

§ 6.3 Changes in the Work

§ 6.3.1 The Owner may, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions. The Owner shall issue such changes in writing. The Construction Manager may be entitled to an equitable adjustment in the Contract Time and Guaranteed Maximum Price amounts as a result of changes in the Work.

§ 6.3.1.1 The Architect may order minor changes in the Work as provided in Article 7 of AIA Document A201–2017, General Conditions of the Contract for Construction.

§ 6.3.2 Adjustments to the Guaranteed Maximum Price on account of changes in the Work subsequent to the execution of the Guaranteed Maximum Price Amendment may be determined by any of the methods listed in Article 7 of AIA Document A201–2017, General Conditions of the Contract for Construction.

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§ 6.3.3 Adjustments to subcontracts awarded on the basis of a stipulated sum shall be determined in accordance with Article 7 of A201–2017, as they refer to "cost" and "fee," and not by Articles 6 and 7 of this Agreement. Adjustments to subcontracts awarded with the Owner's prior written consent on the basis of cost plus a fee shall be calculated in accordance with the terms of those subcontracts.

§ 6.3.4 In calculating adjustments to the Guaranteed Maximum Price, the terms "cost" and "costs" as used in Article 7 of AIA Document A201–2017 shall mean the Cost of the Work as defined in Article 7 of this Agreement and the term "fee" shall mean the Construction Manager's Fee as defined in Section 6.1.2 of this Agreement.

§ 6.3.5 If no specific provision is made in Section 6.1.3 for adjustment of the Construction Manager's Fee in the case of changes in the Work, or if the extent of such changes is such, in the aggregate, that application of the adjustment provisions of Section 6.1.3 will cause substantial inequity to the Owner or Construction Manager, the Construction Manager's Fee shall be equitably adjusted on the same basis that was used to establish the Fee for the original Work, and the Guaranteed Maximum Price shall be adjusted accordingly.

ARTICLE 7 COST OF THE WORK FOR CONSTRUCTION PHASE

§ 7.1 Costs to Be Reimbursed

§ 7.1.1 The term Cost of the Work shall mean costs necessarily incurred by the Construction Manager in the proper performance of the Work. The Cost of the Work shall include only the items set forth in Sections 7.1 through 7.7.

§ 7.1.2 Where, pursuant to the Contract Documents, any cost is subject to the Owner's prior approval, the Construction Manager shall obtain such approval in writing prior to incurring the cost.

§ 7.1.3 Costs shall be at rates not higher than the standard rates paid at the place of the Project, except with prior approval of the Owner.

§ 7.2 Labor Costs

§ 7.2.1 Wages or salaries of construction workers directly employed by the Construction Manager to perform the construction of the Work at the site or, with the Owner's prior approval, at off-site workshops.

§ 7.2.2 Wages or salaries of the Construction Manager's supervisory and administrative personnel when stationed at the site and performing Work, with the Owner's prior approval.

§ 7.2.2.1 Wages or salaries of the Construction Manager's supervisory and administrative personnel when performing Work and stationed at a location other than the site, but only for that portion of time required for the Work, and limited to the personnel and activities listed below:
(Identify the personnel, type of activity and, if applicable, any agreed upon percentage of time to be devoted to the Work.)

Staffing plan to be determined and identified in Exhibit A.

§ 7.2.3 Wages and salaries of the Construction Manager's supervisory or administrative personnel engaged at factories, workshops or while traveling, in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work.

§ 7.2.4 Costs paid or incurred by the Construction Manager, as required by law or collective bargaining agreements, for taxes, insurance, contributions, assessments and benefits and, for personnel not covered by collective bargaining agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, and any other compensation paid, provided such costs are based on wages and salaries included in the Cost of the Work under Sections 7.2.1 through 7.2.3.

§ 7.2.5 If agreed rates for labor costs, in lieu of actual costs, are provided in this Agreement, the rates shall remain unchanged throughout the duration of this Agreement, unless the parties execute a Modification.

§ 7.3 Subcontract Costs

Payments made by the Construction Manager to Subcontractors in accordance with the requirements of the subcontracts and this Agreement.

§ 7.4 Costs of Materials and Equipment Incorporated in the Completed Construction

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§ 7.4.1 Costs, including transportation and storage at the site, of materials and equipment incorporated, or to be incorporated, in the completed construction.

§ 7.4.2 Costs of materials described in the preceding Section 7.4.1 in excess of those actually installed to allow for reasonable waste and spoilage. Unused excess materials, if any, shall become the Owner's property at the completion of the Work or, at the Owner's option, shall be sold by the Construction Manager. Any amounts realized from such sales shall be credited to the Owner as a deduction from the Cost of the Work.

§ 7.5 Costs of Other Materials and Equipment, Temporary Facilities and Related Items

§ 7.5.1 Costs of transportation, storage, installation, dismantling, maintenance, and removal of materials, supplies, temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site and fully consumed in the performance of the Work. Costs of materials, supplies, temporary facilities, machinery, equipment, and tools, that are not fully consumed, shall be based on the cost or value of the item at the time it is first used on the Project site less the value of the item when it is no longer used at the Project site. Costs for items not fully consumed by the Construction Manager shall mean fair market value.

§ 7.5.2 Rental charges for temporary facilities, machinery, equipment, and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site, and the costs of transportation, installation, dismantling, minor repairs, and removal of such temporary facilities, machinery, equipment, and hand tools. Rates and quantities of equipment owned by the Construction Manager, or a related party as defined in Section 7.8, shall be subject to the Owner's prior approval. The total rental cost of any such equipment may not exceed the purchase price of any comparable item.

§ 7.5.3 Costs of removal of debris from the site of the Work and its proper and legal disposal.

§ 7.5.4 Costs of the Construction Manager's site office, including general office equipment and supplies.

§ 7.5.5 Costs of materials and equipment suitably stored off the site at a mutually acceptable location, subject to the Owner's prior approval.

§ 7.6 Miscellaneous Costs

§ 7.6.1 Premiums for that portion of insurance and bonds required by the Contract Documents or required of Subcontractors by Construction Manager..

§ 7.6.1.1 Costs for self-insurance, for either full or partial amounts of the coverages required by the Contract Documents, with the Owner's prior approval which is hereby granted.

§ 7.6.1.2 Costs for insurance through a captive insurer owned or controlled by the Construction Manager, with the Owner's prior approval which is hereby granted.

§ 7.6.2 Sales, use, or similar taxes, imposed by a governmental authority, that are related to the Work and for which the Construction Manager is liable.

§ 7.6.3 Fees and assessments for the building permit, and for other permits, licenses, and inspections, for which the Construction Manager is required by the Contract Documents to pay.

§ 7.6.4 Fees of laboratories for tests required by the Contract Documents; except those related to defective or nonconforming Work for which reimbursement is included, provided that the costs do not exceed the Guaranteed Maximum Price amount.

§ 7.6.5 Royalties and license fees paid for the use of a particular design, process, or product, required by the Contract Documents.

§ 7.6.5.1 The cost of defending suits or claims for infringement of patent rights arising from requirements of the Contract Documents, payments made in accordance with legal judgments against the Construction Manager resulting from such suits or claims, and payments of settlements made with the Owner's consent, unless the Construction Manager had reason to believe that the required design, process, or product was an infringement of a copyright or a patent, and the Construction Manager failed to promptly furnish such information to the Owner as required by Article 3 of AIA Document A201–2017. The costs of legal defenses, judgments, and settlements shall not be included in the Cost of the

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Work used to calculate the Construction Manager's Fee or subject to the Guaranteed Maximum Price.

§ 7.6.6 Costs for communications services, electronic equipment, and software, directly related to the Work and located at the site, with the Owner's prior approval.

§ 7.6.7 Costs of document reproductions and delivery charges.

§ 7.6.8 Deposits lost for causes other than the Construction Manager's negligence or failure to fulfill a specific responsibility in the Contract Documents.

§ 7.6.9 Legal, mediation and arbitration costs, including attorneys' fees, other than those arising from disputes between the Owner and Construction Manager, reasonably incurred by the Construction Manager after the execution of this Agreement in the performance of the Work and with the Owner's prior approval, which shall not be unreasonably withheld.

§ 7.6.10 Expenses incurred in accordance with the Construction Manager's standard written personnel policy for relocation and temporary living allowances of the Construction Manager's personnel required for the Work, with the Owner's prior approval which is hereby granted.

§ 7.6.11 That portion of the reasonable expenses of the Construction Manager's supervisory or administrative personnel incurred while traveling in discharge of duties connected with the Work.

§ **7.6.12** General Conditions and General Requirements costs which include costs generally incurred as a direct result of the prosecution of the Work and are not included in Subcontracts.

§ 7.7 Other Costs and Emergencies

§ 7.7.1 Other costs incurred in the performance of the Work, with the Owner's prior approval.

§ 7.7.2 Costs incurred in taking action to prevent threatened damage, injury, or loss, in case of an emergency affecting the safety of persons and property, as provided in Article 10 of AIA Document A201–2017.

§ 7.7.3 Costs of repairing or correcting damaged or nonconforming Work executed by the Construction Manager, Subcontractors, or suppliers, provided that such damaged or nonconforming Work was not caused by the negligence of, or failure to fulfill a specific responsibility by, the Construction Manager, and onlyto the extent that the cost of repair or correction is not recovered by the Construction Manager from insurance, sureties, Subcontractors, suppliers, or others.

§ 7.7.4 The costs described in Sections 7.1 through 7.7 shall be included in the Cost of the Work, notwithstanding any provision of AIA Document A201–2017 or other Conditions of the Contract which may require the Construction Manager to pay such costs, unless such costs are excluded by the provisions of Section 7.9.

§ 7.8 Related Party Transactions

§ 7.8.1 For purposes of this Section 7.8, the term "related party" shall mean (1) a parent, subsidiary, affiliate, or other entity having common ownership of, or sharing common management with, the Construction Manager; (2) any entity in which any stockholder in, or management employee of, the Construction Manager holds an equity interest in excess of ten percent in the aggregate; (3) any entity which has the right to control the business or affairs of the Construction Manager; or (4) any person, or any member of the immediate family of any person, who has the right to control the business or affairs of the Construction Manager.

§ 7.8.2 If any of the costs to be reimbursed arise from a transaction between the Construction Manager and a related party, the Construction Manager shall notify the Owner of the specific nature of the contemplated transaction, including the identity of the related party and the anticipated cost to be incurred, before any such transaction is consummated or cost incurred. If the Owner, after such notification, authorizes the proposed transaction in writing, then the cost incurred shall be included as a cost to be reimbursed, and the Construction Manager shall procure the Work, equipment, goods, or service, from the related party, as a Subcontractor, according to the terms of Article 9. If the Owner fails to authorize the transaction in writing, the Construction Manager shall procure the Work, equipment, goods, or service from some person or entity other than a related party according to the terms of Article 9.

§ 7.9 Costs Not To Be Reimbursed

§ 7.9.1 The Cost of the Work shall not include the items listed below:

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.1 Salaries and other compensation of the Construction Manager's personnel stationed at the Construction Manager's principal office or offices other than the site office, except as specifically provided in Section 7.2, or as may be provided in Article 14;

.2 Except as specifically provided in 7.2, bonuses, profit sharing, incentive compensation, and any other discretionary payments, paid to anyone hired by the Construction Manager or paid to any Subcontractor or vendor, unless the Owner has provided prior approval;

.3 Expenses of the Construction Manager's principal office and offices other than the site office;

.4 Overhead and general expenses, except as may be expressly included in Sections 7.1 to 7.7;

.5 The Construction Manager's capital expenses, including interest on the Construction Manager's capital employed for the Work;

.6 Except as provided in Section 7.7.3 of this Agreement, costs due to the negligence of, or failure to fulfill a specific responsibility of the Contract by, the Construction Manager, Subcontractors, and suppliers, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable;

.7 Any cost not specifically and expressly described in Sections 7.1 to 7.7;

.8 Costs, other than costs included in Change Orders to which Construction Manager is entitled , that would cause the Guaranteed Maximum Price to be exceeded; and

.9 Costs for services incurred during the Preconstruction Phase, except as defined in 5.1.1.

ARTICLE 8 DISCOUNTS, REBATES, AND REFUNDS

§ 8.1 Cash discounts obtained on payments made by the Construction Manager shall accrue to the Owner if (1) before making the payment, the Construction Manager included the amount to be paid, less such discount, in an Application for Payment and received payment from the Owner, or (2) the Owner has deposited funds with the Construction Manager with which to make payments; otherwise, cash discounts shall accrue to the Construction Manager. Trade discounts, rebates, refunds, and amounts received from sales of surplus materials and equipment shall accrue to the Owner, and the Construction Manager shall make provisions so that they can be obtained.

§ 8.2 Amounts that accrue to the Owner in accordance with the provisions of Section 8.1 shall be credited to the Owner as a deduction from the Cost of the Work.

ARTICLE 9 SUBCONTRACTS AND OTHER AGREEMENTS

§ 9.1 Those portions of the Work that the Construction Manager does not customarily perform with the Construction Manager's own personnel shall be performed under subcontracts or other appropriate agreements with the Construction Manager. The Owner may designate specific persons from whom, or entities from which, the Construction Manager shall obtain bids. The Construction Manager shall obtain bids from Subcontractors, and from suppliers of materials or equipment fabricated especially for the Work, who are qualified to perform that portion of the Work in accordance with the requirements of the Contract Documents. The Construction Manager shall provide a detailed summary of such bids to the Owner with an indication as to which bids the Construction Manager intends to accept. The Owner then has the right to review the Construction Manager's list of proposed subcontractors and suppliers in consultation with the Architect and, subject to Section 9.1.1, to object to any subcontractor or supplier. Any advice of the Architect, or approval or objection by the Owner, shall not relieve the Construction Manager of its responsibility to perform the Work in accordance with the Contract Documents. The Construction Manager shall not be required to contract with anyone to whom the Construction Manager has reasonable objection.

§ 9.1.1 When a specific subcontractor or supplier (1) is recommended to the Owner by the Construction Manager; (2) is qualified to perform that portion of the Work; and (3) has submitted a bid that conforms to the requirements of the Contract Documents without reservations or exceptions, but the Owner requires that another bid be accepted, then the Construction Manager may require that a Change Order be issued to adjust the Guaranteed Maximum Price by the difference between the bid of the person or entity recommended to the Owner by the Construction Manager and the amount of the subcontract or other agreement actually signed with the person or entity designated by the Owner.

§ 9.2 Subcontracts or other agreements shall conform to the applicable payment provisions of this Agreement, and shall not be awarded on the basis of cost plus a fee without the Owner's prior written approval. If a subcontract is awarded on the basis of cost plus a fee, the Construction Manager shall provide in the subcontract for the Owner to receive the same audit rights with regard to the Subcontractor as the Owner receives with regard to the Construction Manager in Article 10.

ARTICLE 10 ACCOUNTING RECORDS

The Construction Manager shall keep full and detailed records and accounts related to the Cost of the Work, and exercise such controls, as may be necessary for proper financial management under this Contract and to substantiate all costs incurred. The accounting and control systems shall be satisfactory to the Owner. The Owner and the Owner's auditors

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shall, during regular business hours and upon reasonable notice, be afforded access to, and shall be permitted to audit and copy, the Construction Manager's records and accounts, including complete documentation supporting accounting entries, books, job cost reports, correspondence, instructions, drawings, receipts, subcontracts, Subcontractor's proposals, Subcontractor's invoices, purchase orders, vouchers, memoranda, and other data relating to this Contract. The Construction Manager shall preserve these records for a period of three years after final payment, or for such longer period as may be required by law.

ARTICLE 11 PAYMENTS FOR CONSTRUCTION PHASE SERVICES

§ 11.1 Progress Payments

§ 11.1.1 Based upon Applications for Payment submitted to the Owner by the Construction Manager, and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum, to the Construction Manager, as provided below and elsewhere in the Contract Documents.

§ 11.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

Or as otherwise agreed to by Owner and Construction Manager in order to coincide with Owner's monthly meetings and schedule for bill approval.

§ 11.1.3 Contractor shall submit Application for Payment in accordance with the billing schedule created by Owner. Owner shall make payment in accordance with the Local Government Prompt Payment Act (50 ILCS 505/1 *et seq.*) *(Federal, state or local laws may require payment within a certain period of time.)*

§ 11.1.4 With each Application for Payment, the Construction Manager shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner or Architect to demonstrate that payments already made by the Construction Manager on account of the Cost of the Work equal or exceed progress payments already received by the Construction Manager, plus payrolls for the period covered by the present Application for Payment, less that portion of the progress payments attributable to the Construction Manager's Fee.

§ 11.1.5 Each Application for Payment shall be based on the most recent schedule of values submitted by the Construction Manager in accordance with the Contract Documents. The schedule of values shall allocate the entire Guaranteed Maximum Price among: (1) the various portions of the Work; (2) any contingency for costs that are included in the Guaranteed Maximum Price but not otherwise allocated to another line item or included in a Change Order; and (3) the Construction Manager's Fee.

§ 11.1.5.1 The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Owner may require. The schedule of values shall be used as a basis for reviewing the Construction Manager's Applications for Payment.

§ 11.1.5.2 The allocation of the Guaranteed Maximum Price under this Section 11.1.5 shall not constitute a separate guaranteed maximum price for the Cost of the Work of each individual line item in the schedule of values.

§ 11.1.5.3 When the Construction Manager allocates costs from a contingency to another line item in the schedule of values, the Construction Manager shall submit supporting documentation to the Owner.

§ 11.1.6 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment. The percentage of completion shall be the percentage of that portion of the Work which has actually been completed consistent with the schedule of values.

§ 11.1.7 In accordance with AIA Document A201–2017 and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 11.1.7.1 The amount of each progress payment shall first include:

.1 That portion of the Guaranteed Maximum Price properly allocable to completed Work as determined by multiplying the percentage of completion of each portion of the Work by the share of the Guaranteed Maximum Price allocated to that portion of the Work in the most recent schedule of values;

.2 That portion of the Guaranteed Maximum Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction or, if approved in

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writing in advance by the Owner, suitably stored off the site at a location agreed upon in writing;

.3 That portion of Construction Change Directives to which the Construction Manager is entitled and

.4 The Construction Manager's Fee, computed upon the Cost of the Work described in the preceding Sections 11.1.7.1.1 and 11.1.7.1.2 at the rate stated in Section 6.1.2 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum fee as the Cost of the Work included in Sections 11.1.7.1.1 and 11.1.7.1.2 bears to a reasonable estimate of the probable Cost of the Work upon its completion.

§ 11.1.7.2 The amount of each progress payment shall then be reduced by:

.1 The aggregate of any amounts previously paid by the Owner;

.2 The amount, if any, for Work that remains uncorrected

.3 Any amount for which the Construction Manager does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Construction Manager intends to pay;

.4 For Work performed or defects discovered since the last payment application,

.5 The shortfall, if any, indicated by the Construction Manager in the documentation required by Section 11.1.4 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and

.6 Retainage withheld pursuant to Section 11.1.8.

§ 11.1.8 Retainage

§ 11.1.8.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:
(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

In accordance with 815 ILCS 603/20, 10% of any payment made prior to the completion of 50% of the contract. When the contract is 50% complete, retainage withheld shall be reduced so that no more than 5% is held. After the contract is 50% complete, no more than 5% of the amount of any subsequent payments made under the contract may be held as retainage.

§ 11.1.8.1.1 The following items are not subject to retainage:
(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

All items not part of the Cost of the Work.

§ 11.1.8.2 Reduction or limitation of retainage, if any, shall be as follows:
(If the retainage established in Section 11.1.8.1 is to be modified prior to Substantial Completion of the entire Work, insert provisions for such modification.)

None identified.

§ 11.1.8.3 Except as set forth in this Section 11.1.8.3, upon Substantial Completion of the Work, the Construction Manager may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 11.1.8. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:
(Insert any other conditions for release of retainage, such as upon completion of the Owner's audit and reconciliation, upon Substantial Completion.)

« »

§ 11.1.9 If final completion of the Work is materially delayed through no fault of the Construction Manager, the Owner shall pay the Construction Manager any additional amounts in accordance with Article 9 of AIA Document A201–2017.

§ 11.1.10 Except with the Owner's prior written approval, the Construction Manager shall not make advance payments to suppliers for materials or equipment which have not been delivered and suitably stored at the site.

§ 11.1.11 The Owner and the Construction Manager shall agree upon a mutually acceptable procedure for review and approval of payments to Subcontractors, and the percentage of retainage held on Subcontracts, and the Construction Manager shall execute subcontracts in accordance with those agreements.

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§ 11.1.12 In taking action on the Construction Manager's Applications for Payment the Architect shall be entitled to rely on the accuracy and completeness of the information furnished by the Construction Manager, and such action shall not be deemed to be a representation that (1) the Architect has made a detailed examination, audit, or arithmetic verification, of the documentation submitted in accordance with Section 11.1.4 or other supporting data; (2) that the Architect has made exhaustive or continuous on-site inspections; or (3) that the Architect has made examinations to ascertain how or for what purposes the Construction Manager has used amounts previously paid on account of the Contract. Such examinations, audits, and verifications, if required by the Owner, will be performed by the Owner's auditors acting in the sole interest of the Owner.

§ 11.2 Final Payment

§ 11.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Construction Manager when

- **.1** the Construction Manager has fully performed the Contract, except for the Construction Manager's responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment;
- **.2** the Construction Manager has submitted a final accounting for the Cost of the Work and a final Application for Payment; and
- **.3** a final Certificate for Payment has been issued by the Owner in accordance with Section 11.2.2.2.

§ 11.2.2 Within 30 days of the Owner's receipt of the Construction Manager's final accounting for the Cost of the Work, the Owner shall conduct an audit of the Cost of the Work or notify the Construction Manager that it will not conduct an audit.

§ 11.2.2.1 If the Owner conducts an audit of the Cost of the Work, the Owner shall, complete the audit within 60 days of notice and within 10 days after completion of the audit, submit a written report based upon the auditors' findings to the Owner.

§ 11.2.2.2 Within seven days after receipt of the written report described in Section 11.2.2.1, or receipt of notice that the Owner will not conduct an audit, and provided that the other conditions of Section 11.2.1 have been met, the Owner will either issue to the Owner a final Certificate for Payment with a copy to the Construction Manager, or notify the Construction Manager and Owner in writing of the Owner's reasons for withholding a certificate as provided in Article 9 of AIA Document A201–2017. The time periods stated in this Section 11.2.2 supersede those stated in Article 9 of AIA Document A201–2017.

§ 11.2.2.3 If the Owner's auditors' report concludes that the Cost of the Work, as substantiated by the Construction Manager's final accounting, is less than claimed by the Construction Manager, the Construction Manager shall be entitled to request mediation of the disputed amount without seeking an initial decision pursuant to Article 15 of AIA Document A201–2017. A request for mediation shall be made by the Construction Manager within 60 days after the Construction Manager's receipt of the auditor's report. Failure to request mediation within this 60-day period shall result in the substantiated amount reported by the Owner's auditors becoming binding on the Construction Manager. Pending a final resolution of the disputed amount, the Owner shall pay the Construction Manager the amount certified in the Owner's final Certificate for Payment.

§ 11.2.3 The Owner's final payment to the Construction Manager shall be made no later than 30 days after final completion of Work. Final payment and final completion shall not be contingent upon the issuance of final Certificate for Payment or Completion.

« »

§ 11.2.4 If, subsequent to final payment, and at the Owner's request, the Construction Manager incurs costs, described in Sections 7.1 through 7.7, and not excluded by Section 7.9, to correct defective or nonconforming Work, the Owner shall reimburse the Construction Manager for such costs, and the Construction Manager's Fee applicable thereto, on the same basis as if such costs had been incurred prior to final payment, but not in excess of the Guaranteed Maximum Price. If adjustments to the Contract Sum are provided for in Section 6.1.7, the amount of those adjustments shall be recalculated, taking into account any reimbursements made pursuant to this Section 11.2.4 in determining the net amount to be paid by the Owner to the Construction Manager.

§ 11.3 Interest

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Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.
(Insert rate of interest agreed upon, if any.)

Payments due and unpaid under the Contract shall bear interest in accordance with the applicable provisions of the Illinois Local Government Prompt Payment Act.

ARTICLE 12 DISPUTE RESOLUTION

§ 12.1 Initial Decision Maker

§ 12.1.1 Any Claim between the Owner and Construction Manager shall be resolved in accordance with the provisions set forth in this Article 12 and Article 15 of A201–2017. However, for Claims arising from or relating to the Construction Manager's Preconstruction Phase services, no decision by the Initial Decision Maker shall be required as a condition precedent to mediation or binding dispute resolution, and Section 12.1.2 of this Agreement shall not apply.

§ 12.1.2 The Owner will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017 for Claims arising from or relating to the Construction Manager's Construction Phase services, unless the parties appoint below another individual, not a party to the Agreement, to serve as the Initial Decision Maker.
(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Owner.)

« »
« »

§ 12.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:
(Check the appropriate box.)

[« »] Arbitration pursuant to Article 15 of AIA Document A201–2017

[«X»] Litigation in a court of competent jurisdiction

[X] Other: *(Specify)*

« »

If the Owner and Construction Manager do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

ARTICLE 13 TERMINATION OR SUSPENSION

§ 13.1 Termination Prior to Execution of the Guaranteed Maximum Price Amendment

§ 13.1.1 If the Owner and the Construction Manager do not reach an agreement on the Guaranteed Maximum Price, the Owner may terminate this Agreement upon not less than seven days' written notice to the Construction Manager, and the Construction Manager may terminate this Agreement, upon not less than seven days' written notice to the Owner.

§ 13.1.2 In the event of termination of this Agreement pursuant to Section 13.1.1, the Construction Manager shall be compensated for Preconstruction Phase services and Work performed prior to receipt of a notice of termination, in accordance with the terms of this Agreement. In no event shall the Construction Manager's compensation under this Section exceed the compensation set forth in Section 5.1.

§ 13.1.3 Prior to the execution of the Guaranteed Maximum Price Amendment, the Owner may terminate this Agreement upon not less than seven days' written notice to the Construction Manager for the Owner's convenience and without cause, and the Construction Manager may terminate this Agreement, upon not less than seven days' written notice to the Owner, for the reasons set forth in Article 14 of A201–2017.

§ 13.1.4 In the event of termination of this Agreement pursuant to Section 13.1.3, the Construction Manager shall be equitably compensated for Preconstruction Phase services, Work performed prior to receipt of a notice of termination,

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wind down costs, and all costs reasonably incurred or committed to by Construction Manager in the anticipated prosecution of the Work. In no event shall the Construction Manager's compensation under this Section exceed the compensation set forth in Section 5.1.

§ 13.1.5 If the Owner terminates the Contract pursuant to Section 13.1.3 after the commencement of the Construction Phase but prior to the execution of the Guaranteed Maximum Price Amendment, the Owner shall pay to the Construction Manager an amount calculated as follows, which amount shall be in addition to any compensation paid to the Construction Manager under Section 13.1.4:

.1 Take the Cost of the Work incurred by the Construction Manager to the date of termination.

.2 Add the Construction Manager's Fee computed upon the Cost of the Work to the date of termination at the rate stated in Section 6.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion; and

.3 Subtract the aggregate of previous payments made by the Owner for Construction Phase services.

§ 13.1.6 The Owner shall also pay the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 13.1.5.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a condition of receiving the payments referred to in this Article 13, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such subcontracts or purchase orders. All Subcontracts, purchase orders and rental agreements entered into by the Construction Manager will contain provisions allowing for assignment to the Owner as described above.

§ 13.1.6.1 If the Owner accepts assignment of subcontracts, purchase orders or rental agreements as described above, the Owner will reimburse the Construction Manager for all costs arising under the subcontract, purchase order or rental agreement, if those costs would have been reimbursable as Cost of the Work if the contract had not been terminated. If the Owner chooses not to accept assignment of any subcontract, purchase order or rental agreement that would have constituted a Cost of the Work had this agreement not been terminated, the Construction Manager will terminate the subcontract, purchase order or rental agreement and the Owner will pay the Construction Manager the costs necessarily incurred by the Construction Manager because of such termination.

§ 13.2 Termination or Suspension Following Execution of the Guaranteed Maximum Price Amendment

§ 13.2.1 Termination

The Contract may be terminated by the Owner, or the Construction Manager as provided in Article 14 of AIA Document A201–2017.

§ 13.2.2 Termination by the Owner for Cause

§ 13.2.2.1 If the Owner terminates the Contract for cause as provided in Article 14 of AIA Document A201–2017, the amount, if any, to be paid to the Construction Manager under Article 14 of AIA Document A201–2017 shall not cause the Guaranteed Maximum Price to be exceeded, nor shall it exceed an amount calculated as follows:

.1 Take the Cost of the Work incurred by the Construction Manager to the date of termination.

.2 Add the Construction Manager's Fee, computed upon the Cost of the Work to the date of termination at the rate stated in Section 6.1 or, if the Construction Manager' Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion;

.3 Subtract the aggregate of previous payments made by the Owner; and

.4 Subtract the costs and damages incurred, or to be incurred, by the Owner under Article 14 of AIA Document A201–2017.

.5 Additional costs reasonably incurred or committed to by Construction Manager in the anticipated prosecution of the Work.

§ 13.2.2.2 The Owner shall also pay the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 13.2.2.1.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a condition of receiving the payments referred to in this Article 13, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Construction Manager, as the

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Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such subcontracts or purchase orders.

§ 13.2.3 Termination by the Owner for Convenience

If the Owner terminates the Contract for convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Construction Manager a termination fee as follows:
(Insert the amount of or method for determining the fee, if any, payable to the Construction Manager following a termination for the Owner's convenience.)

« »

§ 13.3 Suspension

The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017; in such case, the Guaranteed Maximum Price and Contract Time shall be increased as provided in Article 14 of AIA Document A201–2017, except that the term "profit" shall be understood to mean the Construction Manager's Fee as described in Sections 6.1 and 6.3.5 of this Agreement.

ARTICLE 14 MISCELLANEOUS PROVISIONS

§ 14.1 Terms in this Agreement shall have the same meaning as those in A201–2017. Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 14.2 Successors and Assigns

§ 14.2.1 The Owner and Construction Manager, respectively, bind themselves, their partners, successors, assigns and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 14.2.2 of this Agreement, and in Section 13.2.2 of A201–2017, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 14.2.2 The Owner may, without consent of the Construction Manager, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Construction Manager shall execute all consents reasonably required to facilitate the assignment.

§ 14.3 Insurance and Bonds

§ 14.3.1 Preconstruction Phase

The Construction Manager shall maintain the following insurance for the duration of the Preconstruction Services performed under this Agreement. If any of the requirements set forth below exceed the types and limits the Construction Manager normally maintains, the Owner shall reimburse the Construction Manager for any additional cost.

§ 14.3.1.1 Commercial General Liability with policy limits of not less than one million dollars ($1,000,000.00) for each occurrence and two million dollars ($2,000,000.00) in the aggregate for bodily injury and property damage.

§ 14.3.1.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Construction Manager with policy limits of not less than one million dollars ($1,000,000.00) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 14.3.1.3 The Construction Manager may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided that such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 14.3.1.1 and 14.3.1.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 14.3.1.4 Workers' Compensation at statutory limits and Employers Liability with policy limits not less than one million dollars ($1,000,000.00) each accident, one million dollars ($1,000,000.00) each employee, and one-million-dollar ($1,000,000.00) policy limit.

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§ 14.3.1.5 Professional Liability covering negligent acts, errors and omissions in the performance of professional services, with policy limits of not less than two million dollars ($2,000,000.00) per claim and two million dollars ($2,000,000.00) in the aggregate.

§ 14.3.1.6 Other Insurance
(List below any other insurance coverage to be provided by the Construction Manager and any applicable limits.)

Coverage	Limits

§ 14.3.1.7 Additional Insured Obligations. To the fullest extent permitted by law, the Construction Manager shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Construction Manager's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 14.3.1.8 The Construction Manager shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 14.3.1.

§ 14.3.2 Construction Phase
After execution of the Guaranteed Maximum Price Amendment, the Owner and the Construction Manager shall purchase and maintain insurance as set forth in AIA Document A133™–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price, Exhibit B, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 14.3.2.1 If required by Owner, the Construction Manager shall, at an additional cost, provide bonds as set forth in AIA Document A133™–2019 Exhibit B, and elsewhere in the Contract Documents.

§ 14.4 Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given in accordance with AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:
(If other than in accordance with AIA Document E203–2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

« »

§ 14.5 Other provisions:
§ 14.5.1 Certifications
§ 14.5.1 The Construction Manager shall certify on the form provided by the Owner the following:
§ 14.5.1.1 Illinois Taxes. The Construction Manager shall certify that if it is a partnership, that it is not, and its general partners are not and, if it is a corporation, its shareholders holding more than five percent (5%) of the outstanding shares of the corporation, its officers and directors are not delinquent in the payment of taxes to the Illinois Department of Revenue in accordance with 65 ILCS 5/11-42.1-1.
§ 14.5.1.2 Bid Rigging. The Construction Manager shall certify that, if it is a partnership, that it has not, and its general partners have not and, if it is a corporation, its shareholders holding more than five percent (5%) of the outstanding shares of the corporation, its officers and directors have not been barred from contracting with a unit of state or local government as a result of a violation of Section 33E-3 or 33E-4 of the Criminal Code of 2012.
§ 14.5.1.3 Drug-free Workplace. The Construction Manager shall certify that it will provide a drug-free workplace by:
§ 14.5.1.3.1 Publishing a statement:
§ 14.5.1.3.1.1 Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance, including cannabis, is prohibited in the Construction Manager's workplace;
§ 14.5.1.3.1.2 Specifying the actions that will be taken against employees for violations of such prohibition;
§ 14.5.1.3.1.3 Notifying the employee that, as a condition of employment on such contract, the employee will:
§ 14.5.1.3.1.3.1 Abide by the terms of the statement; and

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§ 14.5.1.3.1.3.2 Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;

§ 14.5.1.3.1.4 Establishing a drug-free awareness program to inform employees about:

§ 14.5.1.3.1.4.1 The dangers of drug abuse in the workplace;

§ 14.5.1.3.1.4.2 The Construction Manager's policy of maintaining a drug-free workplace;

§ 14.5.1.3.1.4.3 Any available drug counseling, rehabilitation, and employee assistance program; and

§ 14.5.1.3.1.4.4 The penalties that may be imposed upon employees for drug violations;

§ 14.5.1.3.1.5 Making it a requirement to give a copy of the statement required by **§14.5.1.3.1** to each employee engaged in the performance of the Contract and to post the statement in a prominent place in the workplace;

§ 14.5.1.3.1.6 Notifying the Owner within ten (10) days after receiving notice under **§14.5.1.3.1.3.2** from an employee or otherwise receiving actual notice of such conviction;

§ 14.5.1.3.1.7 Imposing a sanction on or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted, as required by 30 ILCS 580/5;

§ 14.5.1.3.1.8 Assisting employees in selecting a course of action in the event drug counseling treatment and rehabilitation is required and indicating that a trained referral team is in place;

§14.5.1.3.1.9 Making a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

§ 14.5.1.4 Educational Loan. The Construction Manager shall certify that if it is an individual, that it is not, if it is a partnership, its general partners are not, and, if it is a corporation, its shareholders holding more than five percent (5%) of the outstanding shares of the corporation, its officers and directors are not in default, as defined in 5 ILCS 385/2, on an educational loan, as defined in 5 ILCS 385/1.

§ 14.5.1.5 Human Rights Number. The Construction Manager shall certify that, at the time the Construction Manager executes the Agreement, the Construction Manager had an Illinois Department of Human Rights pre-qualification number or had a properly completed application for same on file with the Illinois Department of Human Rights, as provided for in 44 Illinois Administrative Code 750.210.

§ 14.5.2 Record Retention. The Construction Manager shall maintain its records relating to the performance of the Agreement in compliance with the requirements of the Local Records Act (50 ILCS 205/1 *et seq*.) and the Freedom of Information Act (5 ILCS 140/1 *et seq*.) until written approval for the disposal of such records is obtained from the Local Records Commission. All books and records required to be maintained by the Construction Manager shall be available for review and audit by the Owner. The Construction Manager shall cooperate with the Owner (a) with any request for public records made pursuant to the Freedom of Information Act (5 ILCS 140/1 *et seq*.), (b) with any request for public records made pursuant to any audit, and (c) by providing full access to and copying of all relevant books and records within a time period which allows the Owner to timely comply with the time limits imposed by the Freedom of Information Act (5 ILCS 140/1 *et seq*.). Failure by the Construction Manager to maintain the books, records and supporting documents required by this section or the failure by the Construction Manager to provide full access to and copying of all relevant books and records within a time period which allows the Owner to timely comply with the time limits imposed by the Freedom of Information Act (5 ILCS 140/1 *et seq*.) shall establish a presumption in favor of the Owner for the recovery of any funds paid by the Owner under this Agreement or for the recovery for any penalties or attorney's fees imposed by the Freedom of Information Act (5 ILCS 140/1 *et seq*.). The obligations imposed by this section shall survive final payment and the termination of the other obligations imposed by this Agreement.

« »

ARTICLE 15 SCOPE OF THE AGREEMENT

§ 15.1 This Agreement represents the entire and integrated agreement between the Owner and the Construction Manager and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Construction Manager.

§ 15.2 The following documents comprise the Agreement:

.1 AIA Document A133™–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price

.2 AIA Document A133™-2019, Exhibit A, Guaranteed Maximum Price Amendment, if executed

.3 AIA Document A133™–2019, Exhibit B, Insurance and Bonds

.4 AIA Document A201™–2017, General Conditions of the Contract for Construction

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.5 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:
(Insert the date of the E203-2013 incorporated into this Agreement.)

« »

.6 Other Exhibits:
(Check all boxes that apply.)

[X] AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, dated as indicated below:
(Insert the date of the E234-2019 incorporated into this Agreement.)

« »

[X] Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages

.7 Other documents, if any, listed below:
(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201–2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Construction Manager's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

« »

This Agreement is entered into as of the day and year first written above.

OWNER *(Signature)*	**CONSTRUCTION MANAGER** *(Signature)*
(Printed name and title)	*(Printed name and title)*

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Changes to original AIA text

PAGE 1

AGREEMENT made as of the -17th day of August in the year 2026

City of Highland Park

1707 St. Johns Ave.

Highland Park, IL 60035

F.H. Paschen, S.N. Nielsen & Associates, LLC

5515 N. East River Rd.

Chicago, IL 60656

Construction Manager Services for City of Highland Park Place of Remembrance

SWA Group

530 Bush St.

6th Floor

San Francisco, CA 94108

PAGE 2

1——— INITIAL INFORMATION

2——— GENERAL PROVISIONS

3——— CONSTRUCTION MANAGER'S RESPONSIBILITIES

4——— OWNER'S RESPONSIBILITIES

5——— COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES

6——— COMPENSATION FOR CONSTRUCTION PHASE SERVICES

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7——— COST OF THE WORK FOR CONSTRUCTION PHASE

8——— DISCOUNTS, REBATES, AND REFUNDS

9——— SUBCONTRACTS AND OTHER AGREEMENTS

10——— ACCOUNTING RECORDS

11——— PAYMENTS FOR CONSTRUCTION PHASE SERVICES

12——— DISPUTE RESOLUTION

13——— TERMINATION OR SUSPENSION

14——— MISCELLANEOUS PROVISIONS

15——— SCOPE OF THE AGREEMENT

EXHIBIT A—_GUARANTEED MAXIMUM PRICE AMENDMENT

EXHIBIT B—_INSURANCE AND BONDS

The project involves the construction of the Place of Remembrance that will pay tribute to the seven victims of the Highland Park shooting, create a space(s) for reflection, remembrance, and solace, and honor the community's resiliency, especially those who were injured. While the design of the Place of Remembrance is not yet finalized, there will likely be a primary focus on hardscape and landscape installation with the probable incorporation of a portion of existing landscape.

The specifics of the project and authorization shall be identified in an amendment to this agreement as shown in Exhibit A.

To be provided by the Owner. The specifics of the project and authorization shall be identified in an amendment to this agreement as shown in Exhibit A.

PAGE 3

The City of Highland Park has established a preliminary construction budget of two million dollars ($2,000,000.00) for the project. A more detailed budget will be established through the course of planning and design that will be undertaken in 2026. The budget will be finalized as part of the preconstruction process.

The specifics of the project and authorization shall be identified in an amendment to this agreement as shown in Exhibit A.

.1—— Design phase milestone dates, if any:

~~**.2** Construction commencement date:~~
~~**.3** Substantial Completion date or dates:~~
~~**.4** Other milestone dates:~~

To be provided by the Owner. The specifics of the project and authorization shall be identified in an amendment to this agreement as shown in Exhibit A.

.2 Construction commencement date:

To be provided by the Owner. The specifics of the project and authorization shall be identified in an amendment to this agreement as shown in Exhibit A.

.3 Substantial Completion date or dates:

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Multiple delivery alternatives will be explored for the project with an ideal completion date of June 30, 2027. The schedule will be refined during the preconstruction phase, with the Construction Manager's input, dependent on a design deliverable schedule from the Architect.

The specifics of the project and authorization shall be identified in an amendment to this agreement as shown in Exhibit A.

.4 Other milestone dates:

To be provided by the Owner. The specifics of the project and authorization shall be identified in an amendment to this agreement as shown in Exhibit A.

Multiple delivery alternatives will be explored for the project with an ideal completion date of June 30, 2027. Construction Manager will recommend potential early design packages to allow construction to begin in 2026, subject to review and approval by the Owner.

The specifics of the project and authorization shall be identified in an amendment to this agreement as shown in Exhibit A.

To be provided by the Owner. The specifics of the project and authorization shall be identified in an amendment to this agreement as shown in Exhibit A.

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Construction Manager shall complete and incorporate AIA Document E234™–2019 (terms to be mutually agreed to), Sustainable Projects Exhibit, Construction Manager as Constructor Edition, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E234–2019 is incorporated into this agreement, the Owner and Construction Manager shall incorporate the completed E234–2019 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

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To be provided by the Owner. The specifics of the project and authorization shall be identified in an amendment to this agreement as shown in Exhibit A.

Emily Taub, Assistant City Manager

City of Highland Park

1707 St. Johns Avenue

Highland Park, IL 60035

None identified at this time. Additional persons or entities later added must be identified in an amendment to this agreement.

.1 Geotechnical Engineer:

~~**.2** Civil Engineer:~~

~~**.3**~~ None identified at this time. If the Owner retains a geotechnical engineer, such parties must be identified in an amendment to this agreement.

.2 Civil Engineer:

None identified at this time. If the Owner retains a civil engineer, such parties must be identified in an amendment to this agreement.

.3 Other, if any:

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None identified at this time. If the Owner retains a consultant, such parties must be identified in an amendment to this agreement.

Daniel Cunningham, Principal

SWA Group

530 Bush St.

6th Floor

San Francisco, CA 94108

Joshua Curran, Vice President

F.H. Paschen, S.N. Nielsen and Associates, LLC

5515 N. East River Rd.

Chicago, IL 60656

PAGE 5

To be determined and identified in Exhibit A.

As a part of the Work, the Construction Manager shall provide all necessary services related to the bidding of subcontracts by subcontractors, including the following: (a) preparing lists of prospective bidders; (b) preparing proposed forms of subcontract and purchase orders; (c) establishing bid schedules; (d) advertising for bids and developing bidder interest in the Project; (e) furnishing information concerning the Project to prospective bidders; (f) conducting pre-bid conferences; (g) receiving bids and analyzing bids; (h) investigating the acceptability and responsibility of subcontractors and advising the Owner of such evaluations; (i) negotiating with subcontractors concerning any matter related to the Project; and (j) such other services required by the Owner with respect to the bidding process. The Construction Manager shall submit its procurement process to the Owner for approval, which at a minimum shall include documented best efforts to obtain bids from at least three (3) competitive bidders for each portion of the Work that is awarded to a subcontractor. The Construction Manager shall be responsible for subcontractor bid solicitation, scope confirmation and bid evaluation and shall keep all bids, scoping documents and evaluations in an organized format and available to the Owner at any time. The Construction Manager shall prepare, on a form acceptable to the Owner, an Owner authorization sheet which summarizes Construction Manager's proposed award to a subcontractor. The Construction Manager shall obtain the Owner's authorization prior to the award of any subcontract.

To be determined and identified in Exhibit A.

§ 1.2 The Owner and Construction Manager may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Construction Manager shall appropriately adjust the Project schedule, the Construction Manager's services, and the Construction Manager's compensation. The Owner shall adjust the Owner's budget for the Guaranteed Maximum Price and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 2.2.1 The Construction Manager accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Architect and exercise the Construction Manager's skill and judgment in furthering the interests of the Owner to furnish efficient construction administration, management services, and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's interests. The Owner agrees to furnish or approve, in a timely manner, information required by the Construction Manager and to make payments to the Construction Manager in accordance with the requirements of the Contract Documents.

§ 2.2.2 Notwithstanding language to the contrary herein or in AIA A201, all requirements for the Construction Manager to submit, inform, provide notice, copy, prepare, deliver, report or recommend shall be made only to the Owner. Acceptances, approvals, direction, decisions, determinations, and authorizations may only be provided by Owner unless

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Owner assigns specific authority to a representative.

PAGE 6

The Construction Manager shall exercise reasonable care in performing its Preconstruction Services. The Owner and Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of services and information furnished by the Construction Manager. The Construction Manager, however, does not warrant or guarantee estimates and schedules except as may be included as part of the Guaranteed Maximum Price. The Construction Manager is not required to ascertain that the Drawings and Specifications are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Construction Manager shall promptly report to the Architect and Owner any nonconformity discovered by or made known to the Construction Manager as a request for information in such form as the ~~Architect~~Contract Documents may require.

§ 3.1.3.2 The Construction Manager shall advise the Owner and Architect on proposed site use and improvements, selection of materials, building systems, and equipment. The Construction Manager shall also provide recommendations to the Owner and Architect, consistent with the Project requirements, on constructability; availability of materials and labor; time requirements for procurement, installation and construction; prefabrication; and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, ~~life cycle data,~~ and possible cost reductions. ~~The Construction Manager shall consult with the Architect regarding professional services to be provided by the~~Professional services are included by Construction Manager ~~during the Construction Phase~~only if and as defined in this Agreement.

§ 3.1.3.3 The Construction Manager shall assist the Owner and Architect in establishing ~~written~~building information modeling and digital data protocols for the ~~development, use, transmission, reliance, and exchange of digital data, including building information models for the Project.~~Project, using AIA Document E203™–2013 (terms to be mutually agreed to), Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

When Project requirements in Section 4.1.1 have been sufficiently identified, the Construction Manager shall prepare and periodically update a Project schedule for the ~~Architect's~~Owner's review and ~~the Owner's~~ acceptance. The Construction Manager shall obtain the ~~Architect's~~Owner's approval for the portion of the Project schedule relating to the performance of the Architect's services. The Project schedule shall coordinate and integrate the Construction Manager's services, the Architect's services, other Owner consultants' services, and the Owner's responsibilities; and identify items that affect the Project's timely completion, provided that the Owner furnishes Construction Manager with accurate information related to Owner and Architect's activities and schedule requirements. The updated Project schedule shall include the following: submission of the Guaranteed Maximum Price proposal; components of the Work; times of commencement and completion required of each Subcontractor; ordering and delivery of products, including those that must be ordered in advance of construction; and the occupancy requirements of the Owner.

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§ 3.1.6.1 Based on the preliminary design and other design criteria prepared by the Architect, the Construction Manager shall prepare, for the ~~Architect's~~Owner's review and ~~the Owner's~~ approval, preliminary estimates of the Cost of the Work or the cost of program requirements using area, volume, or similar conceptual estimating techniques. If the Architect or Construction Manager suggests alternative materials and systems, the Construction Manager shall provide cost evaluations of those alternative materials and systems.

§ 3.1.6.2 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall prepare and update, at appropriate intervals agreed to by the Owner~~,~~ and Construction Manager ~~and Architect~~, an estimate of the Cost of the Work with increasing detail and refinement. The Construction Manager shall include in the estimate those costs to allow for the further development of the design, price escalation, and market conditions, until such time as the Owner and Construction Manager agree on a Guaranteed Maximum Price for the Work. The estimate shall be provided for the ~~Architect's~~Owner's review and ~~the Owner's~~ approval. The Construction Manager shall inform the Owner and ~~Architect~~ in the event that the estimate of the Cost of the Work exceeds the latest approved Project budget~~,~~ and make recommendations for corrective action.

§ 3.1.7 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall consult with the Owner and Architect and make recommendations regarding

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constructability and schedules, for the ~~Architect's~~Owner's review and ~~the Owner's~~ approval.

The Construction Manager shall prepare, for the ~~Architect's~~Owner's review and ~~the Owner's~~ acceptance, a procurement schedule for items that must be ordered in advance of construction. The Construction Manager shall expedite and coordinate the ordering and delivery of materials that must be ordered in advance of construction. If the Owner agrees ~~to procure~~that procurement of any items prior to the establishment of the Guaranteed Maximum Price is beneficial to the project, the ~~Owner~~Construction Manager shall procure the items on terms and conditions acceptable to the ~~Construction Manager. Upon the establishment of the Guaranteed Maximum Price, the Owner shall assign all contracts for these items to the Construction Manager and the Construction Manager shall thereafter accept responsibility for them.~~Owner.

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~~The~~As it pertains to its means and methods, the Construction Manager shall comply with applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to its performance under this Contract, and with equal employment opportunity programs, and other programs as may be required by governmental and quasi-governmental authorities.

§ 3.1.13.1 Prevailing Wage Act

The Construction Manager shall in the course of its work, and in the engagement of its Subcontractors whose names shall be provided in writing to Owner, observe and have them observe all requirements of the Illinois Prevailing Wage Act, including without limitation, payment of not less than the prevailing wage to all covered workers and trades, and insert notices of such Act's requirements in its advertisements for bids, bid packages, and specifications, subcontracts, surety bonds so that all Subcontractors will likewise observe the Act, including needed postings and delivery of certified payrolls at prescribed intervals, as provided by the Act, and that the Department of Labor's electronic website shall be checked monthly by Construction Manager and Subcontractors for possible revisions. Change orders shall be computed using the prevailing wage rates applicable at the time the change order work is scheduled to be performed. The Construction Manager shall maintain accurate records as required by the Act. In accordance with applicable law, the Construction Manager and each Subcontractor shall keep an accurate record showing the names and occupation of all laborers, workers and mechanics employed by them, and also showing the actual hourly wages paid to each such individual, which records shall be certified and submitted in accordance with the Act and which shall be available to the Illinois Department of Labor and the Owner during business hours.

To be determined and identified in Exhibit A.

§ 3.2.1 At a time to be mutually agreed upon by the Owner and the Construction Manager, the Construction Manager shall prepare a Guaranteed Maximum Price proposal for the Owner's ~~and Architect's~~ review~~,~~ and ~~the Owner's~~ acceptance. The Guaranteed Maximum Price in the proposal shall be the sum of the Construction Manager's estimate of the Cost of the Work, the Construction Manager's contingency described in Section 3.2.4, and the Construction Manager's Fee described in Section 6.1.2.

.1 A list of the Drawings and Specifications, including all Addenda thereto, and the Conditions of the Contract;

.2 A list of the clarifications and assumptions made by the Construction Manager in the preparation of the Guaranteed Maximum Price proposal, including assumptions under Section 3.2.2;

.3 A statement of the proposed Guaranteed Maximum Price, including a statement of the estimated Cost of the Work organized by trade categories or systems, including allowances; the Construction Manager's contingency set forth in Section 3.2.4; and the Construction Manager's Fee;

.4 The anticipated date of Substantial Completion upon which the proposed Guaranteed Maximum Price is based; and

.5 A date by which the Owner must accept the Guaranteed Maximum Price.

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§ 3.2.8 The Owner shall authorize preparation of revisions to the Contract Documents that incorporate the agreed-upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment. The Owner shall promptly furnish such revised Contract Documents to the Construction Manager. The Construction Manager shall notify the Owner ~~and Architect~~ of any inconsistencies between the agreed-upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment and the revised Contract Documents.

The Construction Manager shall record the progress of the Project. On a monthly basis, or otherwise as agreed to by the Owner, the Construction Manager shall submit written progress reports to the Owner ~~and Architect~~, showing percentages of completion and other information required by the Owner.

The Construction Manager shall develop a system of cost control for the Work, including regular monitoring of actual costs for activities in progress and estimates for uncompleted tasks and proposed changes. The Construction Manager shall identify variances between actual and estimated costs and report the variances to the Owner ~~and Architect~~, and shall provide this information in its monthly reports to the Owner ~~and Architect~~, in accordance with Section 3.3.2.3 above.

PAGE 10

§ 4.1.4 Structural and Environmental Tests, Surveys and Reports. During the Preconstruction Phase, the Owner shall furnish the following information or services with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work ~~with reasonable promptness after receiving the Construction Manager's written request for such information or services~~. The Construction Manager shall be entitled to rely on the accuracy of information and services furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 4.1.4.3 The Owner ~~, when such services are requested,~~ shall furnish services of geotechnical engineers and environmental survey and reports, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

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The Owner shall retain an Architect to provide services, duties and responsibilities as described in AIA Document B133™–2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Constructor Edition, including any additional services requested by the Construction Manager that are necessary for the Preconstruction and Construction Phase services under this Agreement. The Owner shall provide the Construction Manager with a copy of the scope of services in the executed agreement between the Owner and the Architect, and any further modifications to the Architect's scope of services in the agreement. Nothing in B133 shall place any responsibilities on, nor cause any additional costs to be incurred by, Construction Manager that are not explicitly described in this A133 or A201. The Standard of Care, as defined in AIA Document B133-2019, shall be to the maximum extent permitted by Illinois law. No changes to the Architect's Standard of Care shall be made to shift any burden of said Standard of Care from the Architect to the Construction Manager.

To be determined and identified in Exhibit A.

Staffing plan to be determined and identified in Exhibit A. Staffing rates listed below through 12/31/2026 and subject to yearly 3% increase.

Individual or Position	Rate
Principal-in-Charge/Executive VP/Vice President	$230.00
Project Executive	$210.00
Sr. Project Manager	$170.00
Project Manager	$150.00
Project Engineer	$95.00
Preconstruction Manager	$175.00
Field Office Manager	$75.00
Safety / Quality Technician	$120.00
Estimator	$110.00
Sr. Superintendent	$155.00

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Project Superintendent	$125.00
BIM / VDC Coordinator	$120.00

§ 5.1.3 If the Preconstruction Phase services covered by this Agreement have not been completed within ~~(~~twelve (12) months of the date of this Agreement, through no fault of the Construction Manager, the Construction Manager's compensation for Preconstruction Phase services shall be equitably adjusted.

§ 5.2.2 Payments are due and payable upon presentation of the Construction Manager's invoice. Amounts unpaid ~~(~~« » (« ») days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Construction Manager.

~~%~~ Payments to be made in accordance with the Illinois Local Government Prompt Payment Act.

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2.5% of Cost of the Work

4% of final Cost of the Work

To be determined and identified in Exhibit A.

§ 6.1.5 Rental rates for Construction Manager-owned equipment shall not exceed «not identified» percent («not identified» %) of the standard rental rate paid at the place of the Project.

To be determined and identified in Exhibit A.

«not identified»

§ 6.3.1 The Owner may, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions. The Owner shall issue such changes in writing. The Construction Manager may be entitled to an equitable adjustment in the Contract Time and Guaranteed Maximum Price amounts as a result of changes in the Work.

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Staffing plan to be determined and identified in Exhibit A.

§ 7.2.4 Costs paid or incurred by the Construction Manager, as required by law or collective bargaining agreements, for taxes, insurance, contributions, assessments and benefits and, for personnel not covered by collective bargaining agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, and any other compensation paid, provided such costs are based on wages and salaries included in the Cost of the Work under Sections 7.2.1 through 7.2.3.

PAGE 14

§ 7.6.1 Premiums for that portion of insurance and bonds required by the Contract Documents ~~that can be directly attributed to this Contract~~or required of Subcontractors by Construction Manager..

§ 7.6.1.1 Costs for self-insurance, for either full or partial amounts of the coverages required by the Contract Documents, with the Owner's prior approval which is hereby granted.

§ 7.6.1.2 Costs for insurance through a captive insurer owned or controlled by the Construction Manager, with the Owner's prior approval which is hereby granted.

§ 7.6.4 Fees of laboratories for tests required by the Contract Documents; except those related to defective or nonconforming Work for which reimbursement is ~~excluded under Article 13 of AIA Document A201–2017 or by other provisions of the Contract Documents, and which do not fall within the scope of Section 7.7.3~~included, provided that the

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costs do not exceed the Guaranteed Maximum Price amount.

§ 7.6.5.1 The cost of defending suits or claims for infringement of patent rights arising from requirements of the Contract Documents, payments made in accordance with legal judgments against the Construction Manager resulting from such suits or claims, and payments of settlements made with the Owner's consent, unless the Construction Manager had reason to believe that the required design, process, or product was an infringement of a copyright or a patent, and the Construction Manager failed to promptly furnish such information to the ~~Architect~~Owner as required by Article 3 of AIA Document A201–2017. The costs of legal defenses, judgments, and settlements shall not be included in the Cost of the Work used to calculate the Construction Manager's Fee or subject to the Guaranteed Maximum Price.

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§ 7.6.10 Expenses incurred in accordance with the Construction Manager's standard written personnel policy for relocation and temporary living allowances of the Construction Manager's personnel required for the Work, with the Owner's prior approval which is hereby granted.

§ 7.6.12 General Conditions and General Requirements costs which include costs generally incurred as a direct result of the prosecution of the Work and are not included in Subcontracts.

§ 7.7.3 Costs of repairing or correcting damaged or nonconforming Work executed by the Construction Manager, Subcontractors, or suppliers, provided that such damaged or nonconforming Work was not caused by the negligence of, or failure to fulfill a specific responsibility by, the Construction Manager, and ~~only to~~onlyto the extent that the cost of repair or correction is not recovered by the Construction Manager from insurance, sureties, Subcontractors, suppliers, or others.

.1 Salaries and other compensation of the Construction Manager's personnel stationed at the Construction Manager's principal office or offices other than the site office, except as specifically provided in Section 7.2, or as may be provided in Article 14;

.2 ~~Bonuses~~ Except as specifically provided in 7.2, bonuses, profit sharing, incentive compensation, and any other discretionary payments, paid to anyone hired by the Construction Manager or paid to any Subcontractor or vendor, unless the Owner has provided prior approval;

.3 Expenses of the Construction Manager's principal office and offices other than the site office;

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.4 Overhead and general expenses, except as may be expressly included in Sections 7.1 to 7.7;

.5 The Construction Manager's capital expenses, including interest on the Construction Manager's capital employed for the Work;

.6 Except as provided in Section 7.7.3 of this Agreement, costs due to the negligence of, or failure to fulfill a specific responsibility of the Contract by, the Construction Manager, Subcontractors, and suppliers, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable;

.7 Any cost not specifically and expressly described in Sections 7.1 to 7.7;

.8 Costs, other than costs included in Change Orders ~~approved by the Owner~~to which Construction Manager is entitled , that would cause the Guaranteed Maximum Price to be exceeded; and

.9 Costs for services incurred during the Preconstruction Phase, except as defined in 5.1.1.

§ 9.1 Those portions of the Work that the Construction Manager does not customarily perform with the Construction Manager's own personnel shall be performed under subcontracts or other appropriate agreements with the Construction Manager. The Owner may designate specific persons from whom, or entities from which, the Construction Manager shall obtain bids. The Construction Manager shall obtain bids from Subcontractors, and from suppliers of materials or equipment fabricated especially for the Work, who are qualified to perform that portion of the Work in accordance with

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the requirements of the Contract Documents. The Construction Manager shall ~~deliver~~provide a detailed summary of such bids to the ~~Architect and~~ Owner with an indication as to which bids the Construction Manager intends to accept. The Owner then has the right to review the Construction Manager's list of proposed subcontractors and suppliers in consultation with the Architect and, subject to Section 9.1.1, to object to any subcontractor or supplier. Any advice of the Architect, or approval or objection by the Owner, shall not relieve the Construction Manager of its responsibility to perform the Work in accordance with the Contract Documents. The Construction Manager shall not be required to contract with anyone to whom the Construction Manager has reasonable objection.

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§ 11.1.1 Based upon Applications for Payment submitted to the ~~Architect~~Owner by the Construction Manager, and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum, to the Construction Manager, as provided below and elsewhere in the Contract Documents.

~~**§ 11.1.3** Provided that an Application for Payment is received by the Architect not later than the day of a month, the Owner shall make payment of the amount certified to the Construction Manager not later than the day of the month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than ( ) days after the Architect receives the Application for Payment.~~Or as otherwise agreed to by Owner and Construction Manager in order to coincide with Owner's monthly meetings and schedule for bill approval.

§ 11.1.3 Contractor shall submit Application for Payment in accordance with the billing schedule created by Owner. Owner shall make payment in accordance with the Local Government Prompt Payment Act (50 ILCS 505/1 *et seq.*)

§ 11.1.5.1 The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the ~~Architect~~Owner may require. The schedule of values shall be used as a basis for reviewing the Construction Manager's Applications for Payment.

§ 11.1.5.3 When the Construction Manager allocates costs from a contingency to another line item in the schedule of values, the Construction Manager shall submit supporting documentation to the ~~Architect~~Owner.

§ 11.1.6 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment. The percentage of completion shall be the ~~lesser of (1) the~~ percentage of that portion of the Work which has actually been completed~~, or (2) the percentage obtained by dividing (a) the expense that has actually been incurred by the Construction Manager on account of that portion of the Work and for which the Construction Manager has made payment or intends to make payment prior to the next Application for Payment, by (b) the share of the Guaranteed Maximum Price allocated to that portion of the Work in~~ consistent with the schedule of values.

§ 11.1.7.1 The amount of each progress payment shall first include:

.1 That portion of the Guaranteed Maximum Price properly allocable to completed Work as determined by multiplying the percentage of completion of each portion of the Work by the share of the Guaranteed Maximum Price allocated to that portion of the Work in the most recent schedule of values;

.2 That portion of the Guaranteed Maximum Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction or, if approved in writing in advance by the Owner, suitably stored off the site at a location agreed upon in writing;

.3 That portion of Construction Change Directives ~~that the Architect determines, in the Architect's professional judgment, to be reasonably justified;~~ to which the Construction Manager is entitled and

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.4 The Construction Manager's Fee, computed upon the Cost of the Work described in the preceding Sections 11.1.7.1.1 and 11.1.7.1.2 at the rate stated in Section 6.1.2 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum fee as the Cost of the

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Work included in Sections 11.1.7.1.1 and 11.1.7.1.2 bears to a reasonable estimate of the probable Cost of the Work upon its completion.

.1 The aggregate of any amounts previously paid by the Owner;

.2 The amount, if any, for Work that remains uncorrected ~~and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;~~

.3 Any amount for which the Construction Manager does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Construction Manager intends to pay;

.4 For Work performed or defects discovered since the last payment application, ~~any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017;~~

.5 The shortfall, if any, indicated by the Construction Manager in the documentation required by Section 11.1.4 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and

.6 Retainage withheld pursuant to Section 11.1.8.

In accordance with 815 ILCS 603/20, 10% of any payment made prior to the completion of 50% of the contract. When the contract is 50% complete, retainage withheld shall be reduced so that no more than 5% is held. After the contract is 50% complete, no more than 5% of the amount of any subsequent payments made under the contract may be held as retainage.

All items not part of the Cost of the Work.

None identified.

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.1 the Construction Manager has fully performed the Contract, except for the Construction Manager's responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment;

.2 the Construction Manager has submitted a final accounting for the Cost of the Work and a final Application for Payment; and

.3 a final Certificate for Payment has been issued by the ~~Architect~~Owner in accordance with Section 11.2.2.2.

§ 11.2.2 Within 30 days of the Owner's receipt of the Construction Manager's final accounting for the Cost of the Work, the Owner shall conduct an audit of the Cost of the Work or notify the ~~Architect~~Construction Manager that it will not conduct an audit.

§ 11.2.2.1 If the Owner conducts an audit of the Cost of the Work, the Owner shall, complete the audit within 60 days of notice and within 10 days after completion of the audit, submit a written report based upon the auditors' findings to the ~~Architect~~Owner.

§ 11.2.2.2 Within seven days after receipt of the written report described in Section 11.2.2.1, or receipt of notice that the Owner will not conduct an audit, and provided that the other conditions of Section 11.2.1 have been met, the ~~Architect~~Owner will either issue to the Owner a final Certificate for Payment with a copy to the Construction Manager, or notify the Construction Manager and Owner in writing of the ~~Architect's~~Owner's reasons for withholding a certificate as provided in Article 9 of AIA Document A201–2017. The time periods stated in this Section 11.2.2 supersede those stated in Article 9 of AIA Document A201–2017. ~~The Architect is not responsible for verifying the accuracy of the Construction Manager's final accounting.~~

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§ 11.2.2.3 If the Owner's auditors' report concludes that the Cost of the Work, as substantiated by the Construction Manager's final accounting, is less than claimed by the Construction Manager, the Construction Manager shall be entitled to request mediation of the disputed amount without seeking an initial decision pursuant to Article 15 of AIA Document A201–2017. A request for mediation shall be made by the Construction Manager within ~~30~~60 days after the Construction Manager's receipt of ~~a copy of~~ the ~~Architect's final Certificate for Payment~~auditor's report. Failure to request mediation within this ~~30~~60-day period shall result in the substantiated amount reported by the Owner's auditors becoming binding on the Construction Manager. Pending a final resolution of the disputed amount, the Owner shall pay the Construction Manager the amount certified in the ~~Architect's~~Owner's final Certificate for Payment.

§ 11.2.3 The Owner's final payment to the Construction Manager shall be made no later than 30 days after ~~the issuance of the Architect's~~final completion of Work. Final payment and final completion shall not be contingent upon the issuance of final Certificate for Payment~~,~~ or ~~as follows:~~Completion.

« »

§ 11.3 Interest

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~~%~~ Payments due and unpaid under the Contract shall bear interest in accordance with the applicable provisions of the Illinois Local Government Prompt Payment Act.

§ 12.1.2 The ~~Architect~~Owner will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017 for Claims arising from or relating to the Construction Manager's Construction Phase services, unless the parties appoint below another individual, not a party to the Agreement, to serve as the Initial Decision Maker.

(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the ~~Architect~~Owner.)

« »

« »

[**X**] Arbitration pursuant to Article 15 of AIA Document A201–2017

[**X**] Litigation in a court of competent jurisdiction

[**« »**] Other: *(Specify)*

« »

§ 13.1.4 In the event of termination of this Agreement pursuant to Section 13.1.3, the Construction Manager shall be equitably compensated for Preconstruction Phase services ~~and~~ , Work performed prior to receipt of a notice of termination, wind down costs, and all costs reasonably incurred or committed to by Construction Manager in the anticipated prosecution of the Work. In no event shall the Construction Manager's compensation under this Section exceed the compensation set forth in Section 5.1.

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.1 Take the Cost of the Work incurred by the Construction Manager to the date of termination~~;~~.

.2 Add the Construction Manager's Fee computed upon the Cost of the Work to the date of termination at the rate stated in Section 6.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion; and

.3 Subtract the aggregate of previous payments made by the Owner for Construction Phase services.

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§ 13.1.6.1 If the Owner accepts assignment of subcontracts, purchase orders or rental agreements as described above, the Owner will reimburse ~~or indemnify~~ the Construction Manager for all costs arising under the subcontract, purchase order or rental agreement, if those costs would have been reimbursable as Cost of the Work if the contract had not been terminated. If the Owner chooses not to accept assignment of any subcontract, purchase order or rental agreement that would have constituted a Cost of the Work had this agreement not been terminated, the Construction Manager will terminate the subcontract, purchase order or rental agreement and the Owner will pay the Construction Manager the costs necessarily incurred by the Construction Manager because of such termination.

The Contract may be terminated by the Owner, or the Construction Manager as provided in Article 14 of AIA Document A201–2017.

.1 Take the Cost of the Work incurred by the Construction Manager to the date of termination~~;~~.

.2 Add the Construction Manager's Fee, computed upon the Cost of the Work to the date of termination at the rate stated in Section 6.1 or, if the Construction Manager' Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion;

.3 Subtract the aggregate of previous payments made by the Owner; and

.4 Subtract the costs and damages incurred, or to be incurred, by the Owner under Article 14 of AIA Document A201–2017.

.5 Additional costs reasonably incurred or committed to by Construction Manager in the anticipated prosecution of the Work.

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§ 13.2.3 Termination by the Owner for Convenience

« »

§ 14.3.1 Preconstruction Phase

§ 14.3.1.1 Commercial General Liability with policy limits of not less than ~~($~~ one million dollars ($1,000,000.00) for each occurrence and ~~($)~~ two million dollars ($2,000,000.00) in the aggregate for bodily injury and property damage.

§ 14.3.1.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Construction Manager with policy limits of not less than ~~($~~ one million dollars ($1,000,000.00) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 14.3.1.3 The Construction Manager may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided that such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required~~–~~ under Sections 14.3.1.1 and 14.3.1.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 14.3.1.4 Workers' Compensation at statutory limits and Employers Liability with policy limits not less than ~~($~~ one million dollars ($1,000,000.00) each accident, ~~($~~ one million dollars ($1,000,000.00) each employee, and ~~($~~ one-million-dollar ($1,000,000.00) policy limit.

§ 14.3.1.5 Professional Liability covering negligent acts, errors and omissions in the performance of professional services, with policy limits of not less than ~~($~~ two million dollars ($2,000,000.00) per claim and ~~($~~ two million dollars ($2,000,000.00) in the aggregate.

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Coverage	Limits

§ 14.3.2 Construction Phase

§ 14.3.2.1 ~~The~~If required by Owner, the Construction Manager shall, at an additional cost, provide bonds as set forth in AIA Document A133™–2019 Exhibit B, and elsewhere in the Contract Documents.

§ 14.4 Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given in accordance with ~~a building information modeling exhibit~~AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

(If other than in accordance with ~~a building information modeling exhibit~~AIA Document E203–2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

« »

§ 14.5.1 Certifications

§ 14.5.1 The Construction Manager shall certify on the form provided by the Owner the following:

§ 14.5.1.1 Illinois Taxes. The Construction Manager shall certify that if it is a partnership, that it is not, and its general partners are not and, if it is a corporation, its shareholders holding more than five percent (5%) of the outstanding shares of the corporation, its officers and directors are not delinquent in the payment of taxes to the Illinois Department of Revenue in accordance with 65 ILCS 5/11-42.1-1.

§ 14.5.1.2 Bid Rigging. The Construction Manager shall certify that, if it is a partnership, that it has not, and its general partners have not and, if it is a corporation, its shareholders holding more than five percent (5%) of the outstanding shares of the corporation, its officers and directors have not been barred from contracting with a unit of state or local government as a result of a violation of Section 33E-3 or 33E-4 of the Criminal Code of 2012.

§ 14.5.1.3 Drug-free Workplace. The Construction Manager shall certify that it will provide a drug-free workplace by:

§ 14.5.1.3.1 Publishing a statement:

§ 14.5.1.3.1.1 Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance, including cannabis, is prohibited in the Construction Manager's workplace;

§ 14.5.1.3.1.2 Specifying the actions that will be taken against employees for violations of such prohibition;

§ 14.5.1.3.1.3 Notifying the employee that, as a condition of employment on such contract, the employee will:

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§ 14.5.1.3.1.3.1 Abide by the terms of the statement; and

§ 14.5.1.3.1.3.2 Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;

§ 14.5.1.3.1.4 Establishing a drug-free awareness program to inform employees about:

§ 14.5.1.3.1.4.1 The dangers of drug abuse in the workplace;

§ 14.5.1.3.1.4.2 The Construction Manager's policy of maintaining a drug-free workplace;

§ 14.5.1.3.1.4.3 Any available drug counseling, rehabilitation, and employee assistance program; and

§ 14.5.1.3.1.4.4 The penalties that may be imposed upon employees for drug violations;

§ 14.5.1.3.1.5 Making it a requirement to give a copy of the statement required by **§14.5.1.3.1** to each employee engaged in the performance of the Contract and to post the statement in a prominent place in the workplace;

§ 14.5.1.3.1.6 Notifying the Owner within ten (10) days after receiving notice under **§14.5.1.3.1.3.2** from an employee or otherwise receiving actual notice of such conviction;

§ 14.5.1.3.1.7 Imposing a sanction on or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted, as required by 30 ILCS 580/5;

§ 14.5.1.3.1.8 Assisting employees in selecting a course of action in the event drug counseling treatment and rehabilitation is required and indicating that a trained referral team is in place;

§14.5.1.3.1.9 Making a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

§ 14.5.1.4 Educational Loan. The Construction Manager shall certify that if it is an individual, that it is not, if it is a partnership, its general partners are not, and, if it is a corporation, its shareholders holding more than five percent (5%) of the outstanding shares of the corporation, its officers and directors are not in default, as defined in 5 ILCS 385/2, on an educational loan, as defined in 5 ILCS 385/1.

§ 14.5.1.5 Human Rights Number. The Construction Manager shall certify that, at the time the Construction Manager executes the Agreement, the Construction Manager had an Illinois Department of Human Rights pre-qualification number or had a properly completed application for same on file with the Illinois Department of Human Rights, as provided for in 44 Illinois Administrative Code 750.210.

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§ 14.5.2 Record Retention. The Construction Manager shall maintain its records relating to the performance of the Agreement in compliance with the requirements of the Local Records Act (50 ILCS 205/1 *et seq*.) and the Freedom of Information Act (5 ILCS 140/1 *et seq*.) until written approval for the disposal of such records is obtained from the Local Records Commission. All books and records required to be maintained by the Construction Manager shall be available for review and audit by the Owner. The Construction Manager shall cooperate with the Owner (a) with any request for public records made pursuant to the Freedom of Information Act (5 ILCS 140/1 *et seq*.), (b) with any request for public records made pursuant to any audit, and (c) by providing full access to and copying of all relevant books and records within a time period which allows the Owner to timely comply with the time limits imposed by the Freedom of Information Act (5 ILCS 140/1 *et seq*.). Failure by the Construction Manager to maintain the books, records and supporting documents required by this section or the failure by the Construction Manager to provide full access to and copying of all relevant books and records within a time period which allows the Owner to timely comply with the time limits imposed by the Freedom of Information Act (5 ILCS 140/1 *et seq*.) shall establish a presumption in favor of the Owner for the recovery of any funds paid by the Owner under this Agreement or for the recovery for any penalties or attorney's fees imposed by the Freedom of Information Act (5 ILCS 140/1 *et seq*.). The obligations imposed by this section shall survive final payment and the termination of the other obligations imposed by this Agreement.

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« »

.1 AIA Document A133™–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price

.2 AIA Document A133™-2019, Exhibit A, Guaranteed Maximum Price Amendment, if executed

.3 AIA Document A133™–2019, Exhibit B, Insurance and Bonds

.4 AIA Document A201™–2017, General Conditions of the Contract for Construction

.5 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, ~~if completed~~dated as indicated below:

~~.6~~ *(Insert the date of the E203-2013 incorporated into this Agreement.)*

« »

.6 Other Exhibits:

[« »] AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, dated as indicated below:

« »

[« »] Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages

.7 Other documents, if any, listed below:

« »

Variable Information

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PAGE 1

AGREEMENT made as of the -17th day of August in the year 2026

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Certification of Document's Authenticity

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I, , hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 16:17:06 CDT on 08/12/2026 under Order No. 20250114513 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A133™ - 2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price, other than those additions and deletions shown in the associated Additions and Deletions Report.

_____

(Signed)

_____

(Title)

_____

(Dated)

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AIA® Document A133® – 2019 Exhibit B

Insurance and Bonds

This Insurance and Bonds Exhibit is part of the Agreement, between the Owner and the Construction Manager, dated the 17th day of August in the year 2026
(In words, indicate day, month and year.)

for the following **PROJECT**:
(Name and location or address)

Construction Manager Services for City of Highland Park Place of Remembrance

THE OWNER:
(Name, legal status, and address)

City of Highland Park
1707 St. Johns Ave.
Highland Park, IL 60035

THE CONSTRUCTION MANAGER:
(Name, legal status, and address)

F.H. Paschen, S.N. Nielsen & Associates, LLC
5515 N. East River Rd.
Chicago, IL 60656

TABLE OF ARTICLES

B.1 GENERAL

B.2 OWNER'S INSURANCE

B.3 CONSTRUCTION MANAGER'S INSURANCE AND BONDS

B.4 SPECIAL TERMS AND CONDITIONS

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

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

This document is intended to be used in conjunction with AIA Document A201™–2017, General Conditions of the Contract for Construction. Article 11 of A201™–2017 contains additional insurance provisions.

ARTICLE B.1 GENERAL

The Owner and Construction Manager shall purchase and maintain insurance, and provide bonds, as set forth in this Exhibit. As used in this Exhibit, the term General Conditions refers to AIA Document A201™–2017, General Conditions of the Contract for Construction.

ARTICLE B.2 OWNER'S INSURANCE

§ B.2.1 General

Prior to commencement of the Work, the Owner shall secure the insurance, and provide evidence of the coverage, required under this Article B.2 and, upon the Construction Manager's request, provide a copy of the property insurance policy or policies required by Section B.2.3. The copy of the policy or policies provided shall contain all applicable conditions, definitions, exclusions, and endorsements.

§ B.2.2 Liability Insurance

The Owner shall be responsible for purchasing and maintaining the Owner's usual general liability insurance.

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§ B.2.3 Required Property Insurance

§ B.2.3.1 Unless this obligation is placed on the Construction Manager pursuant to Section B.3.3.2.1, the Owner shall purchase and maintain, from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located, property insurance written on a builder's risk "all-risks" completed value or equivalent policy form and sufficient to cover the total value of the entire Project on a replacement cost basis. The Owner's property insurance coverage shall be no less than the amount of the initial Contract Sum, plus the value of subsequent Modifications and labor performed and materials or equipment supplied by others. The property insurance shall be maintained until Substantial Completion and thereafter as provided in Section B.2.3.1.3, unless otherwise provided in the Contract Documents or otherwise agreed in writing by the parties to this Agreement. This insurance shall include the interests of the Owner, Construction Manager, Subcontractors, and Sub-subcontractors in the Project as insureds. This insurance shall include the interests of mortgagees as loss payees.

§ B.2.3.1.1 Causes of Loss. The insurance required by this Section B.2.3.1 shall provide coverage for direct physical loss or damage, and shall not exclude the risks of fire, explosion, theft, vandalism, malicious mischief, collapse, earthquake, flood, or windstorm. The insurance shall also provide coverage for ensuing loss or resulting damage from error, omission, or deficiency in construction methods, design, specifications, workmanship, or materials. Sub-limits, if any, are as follows:
(Indicate below the cause of loss and any applicable sub-limit.)

Cause of Loss	Sub-Limit

§ B.2.3.1.2 Specific Required Coverages. The insurance required by this Section B.2.3.1 shall provide coverage for loss or damage to falsework and other temporary structures, and to building systems from testing and startup. The insurance shall also cover debris removal, including demolition occasioned by enforcement of any applicable legal requirements, and reasonable compensation for the Architect's and Construction Manager's services and expenses required as a result of such insured loss, including claim preparation expenses. Sub-limits, if any, are as follows:
(Indicate below type of coverage and any applicable sub-limit for specific required coverages.)

Coverage	Sub-Limit

§ B.2.3.1.3 Unless the parties agree otherwise, upon Substantial Completion, the Owner shall continue the insurance required by Section B.2.3.1 or, if necessary, replace the insurance policy required under Section B.2.3.1 with property insurance written for the total value of the Project that shall remain in effect until expiration of the period for correction of the Work set forth in Section 12.2.2 of the General Conditions.

§ B.2.3.1.4 Deductibles and Self-Insured Retentions. If the insurance required by this Section B.2.3 is subject to deductibles or self-insured retentions, the Owner shall be responsible for all loss not covered because of such deductibles or retentions.

§ B.2.3.2 Occupancy or Use Prior to Substantial Completion. The Owner's occupancy or use of any completed or partially completed portion of the Work prior to Substantial Completion shall not commence until the insurance company or companies providing the insurance under Section B.2.3.1 have consented in writing to the continuance of coverage. The Owner and the Construction Manager shall take no action with respect to partial occupancy or use that would cause cancellation, lapse, or reduction of insurance, unless they agree otherwise in writing.

§ B.2.3.3 Insurance for Existing Structures

If the Work involves remodeling an existing structure or constructing an addition to an existing structure, the Owner shall purchase and maintain, until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, "all-risks" property insurance, on a replacement cost basis, protecting the existing structure against direct physical loss or damage from the causes of loss identified in Section B.2.3.1, notwithstanding the undertaking of the Work. The Owner shall be responsible for all co-insurance penalties.

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§ B.2.4 Optional Extended Property Insurance.
The Owner shall purchase and maintain the insurance selected and described below.
(Select the types of insurance the Owner is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance. For each type of insurance selected, indicate applicable limits of coverage or other conditions in the fill point below the selected item.)

[ ] **§ B.2.4.1 Loss of Use, Business Interruption, and Delay in Completion Insurance**, to reimburse the Owner for loss of use of the Owner's property, or the inability to conduct normal operations due to a covered cause of loss.

[ ] **§ B.2.4.2 Ordinance or Law Insurance**, for the reasonable and necessary costs to satisfy the minimum requirements of the enforcement of any law or ordinance regulating the demolition, construction, repair, replacement or use of the Project.

[ ] **§ B.2.4.3 Expediting Cost Insurance**, for the reasonable and necessary costs for the temporary repair of damage to insured property, and to expedite the permanent repair or replacement of the damaged property.

[ ] **§ B.2.4.4 Extra Expense Insurance**, to provide reimbursement of the reasonable and necessary excess costs incurred during the period of restoration or repair of the damaged property that are over and above the total costs that would normally have been incurred during the same period of time had no loss or damage occurred.

[ ] **§ B.2.4.5 Civil Authority Insurance**, for losses or costs arising from an order of a civil authority prohibiting access to the Project, provided such order is the direct result of physical damage covered under the required property insurance.

[ ] **§ B.2.4.6 Ingress/Egress Insurance**, for loss due to the necessary interruption of the insured's business due to physical prevention of ingress to, or egress from, the Project as a direct result of physical damage.

[ ] **§ B.2.4.7 Soft Costs Insurance**, to reimburse the Owner for costs due to the delay of completion of the Work, arising out of physical loss or damage covered by the required property insurance: including construction loan fees; leasing and marketing expenses; additional fees, including those of architects, engineers, consultants, attorneys and accountants, needed for the completion of the construction, repairs, or reconstruction; and carrying costs such as property taxes, building permits, additional interest on loans, realty taxes, and insurance premiums over and above normal expenses.

§ B.2.5 Other Optional Insurance.
The Owner shall purchase and maintain the insurance selected below.
(Select the types of insurance the Owner is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance.)

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[ ] **§ B.2.5.1 Cyber Security Insurance** for loss to the Owner due to data security and privacy breach, including costs of investigating a potential or actual breach of confidential or private information. *(Indicate applicable limits of coverage or other conditions in the fill point below.)*

[ ] **§ B.2.5.2 Other Insurance**
(List below any other insurance coverage to be provided by the Owner and any applicable limits.)

Coverage	Limits

ARTICLE B.3 CONSTRUCTION MANAGER'S INSURANCE AND BONDS

§ B.3.1 General

§ B.3.1.1 Certificates of Insurance. The Construction Manager shall provide certificates of insurance acceptable to the Owner evidencing compliance with the requirements in this Article B.3 at the following times: (1) prior to commencement of the Work; (2) upon renewal or replacement of each required policy of insurance; and (3) upon the Owner's written request. An additional certificate evidencing continuation of commercial liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment and thereafter upon renewal or replacement of such coverage until the expiration of the periods required by Section B.3.2.1 and Section B.3.3.1. The certificates will show the Owner as an additional insured on the Construction Manager's Commercial General Liability and excess or umbrella liability policy or policies.

§ B.3.1.2 Deductibles and Self-Insured Retentions. The Construction Manager shall disclose to the Owner any deductible or self- insured retentions applicable to any insurance required to be provided by the Construction Manager.

§ B.3.1.3 Additional Insured Obligations. To the fullest extent permitted by law, the Construction Manager shall cause the commercial general liability coverage to include (1) the Owner, the Architect, and the Architect's consultants as additional insureds for claims caused in whole or in part by the Construction Manager's negligent acts or omissions during the Construction Manager's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Construction Manager's negligent acts or omissions for which loss occurs during completed operations. The additional insured coverage shall be primary and non-contributory to any of the Owner's general liability insurance policies and shall apply to both ongoing and completed operations. To the extent commercially available, the additional insured coverage shall be no less than that provided by Insurance Services Office, Inc. (ISO) forms CG 20 10 07 04, CG 20 37 07 04, and, with respect to the Architect and the Architect's consultants, CG 20 32 07 04.

§ B.3.2 Construction Manager's Required Insurance Coverage

§ B.3.2.1 The Construction Manager shall purchase and maintain the following types and limits of insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Construction Manager shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, unless a different duration is stated below: *(If the Construction Manager is required to maintain insurance for a duration other than the expiration of the period for correction of Work, state the duration.)*

§ B.3.2.2 Commercial General Liability

§ B.3.2.2.1 Commercial General Liability insurance for the Project written on an occurrence form with policy limits of not less than two million dollars ($2,000,000.00) for each occurrence, four million dollars ($4,000,000.00) general aggregate, and two million dollars ($2,000,000.00) for each occurrence, four million dollars ($4,000,000.00) aggregate for products-completed operations hazard, providing coverage for claims including

.1 damages because of bodily injury, sickness or disease, including occupational sickness or disease, and death of any person;

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.2 personal injury and advertising injury;
.3 damages because of physical damage to or destruction of tangible property, including the loss of use of such property;
.4 bodily injury or property damage arising out of completed operations; and
.5 the Construction Manager's indemnity obligations under Section 3.18 of the General Conditions.

§ B.3.2.2.2 The Construction Manager's Commercial General Liability policy under this Section B.3.2.2 shall not contain an exclusion or restriction of coverage for the following:

.1 Claims by one insured against another insured, if the exclusion or restriction is based solely on the fact that the claimant is an insured, and there would otherwise be coverage for the claim.
.2 Claims for property damage to the Construction Manager's Work arising out of the products-completed operations hazard where the damaged Work or the Work out of which the damage arises was performed by a Subcontractor.
.3 Claims for bodily injury other than to employees of the insured.
.4 Claims for indemnity under Section 3.18 of the General Conditions arising out of injury to employees of the insured.
.5 Claims or loss excluded under a prior work endorsement or other similar exclusionary language.
.6 Claims or loss due to physical damage under a prior injury endorsement or similar exclusionary language.
.7 Claims related to residential, multi-family, or other habitational projects, if the Work is to be performed on such a project.
.8 Claims related to roofing, if the Work involves roofing.
.9 Claims related to exterior insulation finish systems (EIFS), synthetic stucco or similar exterior coatings or surfaces, if the Work involves such coatings or surfaces.
.10 Claims related to earth subsidence or movement, where the Work involves such hazards.
.11 Claims related to explosion, collapse and underground hazards, where the Work involves such hazards.

§ B.3.2.3 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Construction Manager, with policy limits of not less than one million dollars ($1,000,000.00) per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles along with any other statutorily required automobile coverage.

§ B.3.2.4 The Construction Manager may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella insurance policies result in the same or greater coverage as the coverages required under Section B.3.2.2 and B.3.2.3, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ B.3.2.5 Workers' Compensation at statutory limits.

§ B.3.2.6 Employers' Liability with policy limits not less than one million dollars ($1,000,000.00) for each accident, one million dollars ($1,000,000.00) for each employee, and one million dollars ($1,000,000.00) policy limit.

§ B.3.2.7 Jones Act, and the Longshore & Harbor Workers' Compensation Act, as required, if the Work involves hazards arising from work on or near navigable waterways, including vessels and docks

§ B.3.2.8 If the Construction Manager is required to furnish professional services as part of the Work, the Construction Manager shall procure Professional Liability insurance covering performance of the professional services, with policy limits of not less than five million dollars ($5,000,000.00) per claim and five million dollars ($5,000,000.00) in the aggregate.

§ B.3.2.9 If the Work involves the transport, dissemination, use, or release of pollutants, the Construction Manager shall procure Pollution Liability insurance, with policy limits of not less than five million dollars ($5,000,000.00) per claim and five million dollars ($5,000,000.00) in the aggregate.

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§ B.3.2.10 Coverage under Sections B.3.2.8 and B.3.2.9 may be procured through a Combined Professional Liability and Pollution Liability insurance policy, with combined policy limits of not less than five million dollars ($5,000,000.00) per claim and five million dollars ($5,000,000.00) in the aggregate.

§ B.3.2.11 Insurance for maritime liability risks associated with the operation of a vessel, if the Work requires such activities, with policy limits of not less than ($) per claim and ($) in the aggregate.

§ B.3.2.12 Insurance for the use or operation of manned or unmanned aircraft, if the Work requires such activities, with policy limits of not less than ($) per claim and ($) in the aggregate.

§ B.3.3 Construction Manager's Other Insurance Coverage

§ B.3.3.1 Insurance selected and described in this Section B.3.3 shall be purchased from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Construction Manager shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, unless a different duration is stated below:
(If the Construction Manager is required to maintain any of the types of insurance selected below for a duration other than the expiration of the period for correction of Work, state the duration.)

§ B.3.3.2 The Construction Manager shall purchase and maintain the following types and limits of insurance in accordance with Section B.3.3.1.
(Select the types of insurance the Construction Manager is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance. Where policy limits are provided, include the policy limit in the appropriate fill point.)

[**X**] **§ B.3.3.2.1** Property insurance of the same type and scope satisfying the requirements identified in Section B.2.3, which, if selected in this Section B.3.3.2.1, relieves the Owner of the responsibility to purchase and maintain such insurance except insurance required by Section B.2.3.1.3 and Section B.2.3.3. The Construction Manager shall comply with all obligations of the Owner under Section B.2.3 except to the extent provided below. The Construction Manager shall disclose to the Owner the amount of any deductible, and the Owner shall be responsible for losses within the deductible. Upon request, the Construction Manager shall provide the Owner with a copy of the property insurance policy or policies required. The Owner shall adjust and settle the loss with the insurer and be the trustee of the proceeds of the property insurance in accordance with Article 11 of the General Conditions unless otherwise set forth below:
(Where the Construction Manager's obligation to provide property insurance differs from the Owner's obligations as described under Section B.2.3, indicate such differences in the space below. Additionally, if a party other than the Owner will be responsible for adjusting and settling a loss with the insurer and acting as the trustee of the proceeds of property insurance in accordance with Article 11 of the General Conditions, indicate the responsible party below.)

[ ] **§ B.3.3.2.2 Railroad Protective Liability Insurance**, with policy limits of not less than ($) per claim and ($) in the aggregate, for Work within fifty (50) feet of railroad property.

[ ] **§ B.3.3.2.3 Asbestos Abatement Liability Insurance**, with policy limits of not less than ($) per claim and ($) in the aggregate, for liability arising from the encapsulation, removal, handling, storage, transportation, and disposal of asbestos-containing materials.

[ ] **§ B.3.3.2.4** Insurance for physical damage to property while it is in storage and in transit to the construction site on an "all-risks" completed value form.

[ ] **§ B.3.3.2.5** Property insurance on an "all-risks" completed value form, covering property owned by the Construction Manager and used on the Project, including scaffolding and other equipment.

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[ ] **§ B.3.3.2.6 Other Insurance**
(List below any other insurance coverage to be provided by the Construction Manager and any applicable limits.)

Coverage	Limits

§ B.3.4 Performance Bond and Payment Bond
The Construction Manager shall provide surety bonds, from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located, as follows:
(Specify type and penal sum of bonds.)

Type	Penal Sum ($0.00)
Payment Bond	100% of Contract Sum.
Performance Bond	100% of Contract Sum.

Payment and Performance Bonds shall be AIA Document A312™, Payment Bond and Performance Bond, or contain provisions identical to AIA Document A312™, current as of the date of this Agreement.

ARTICLE B.4 SPECIAL TERMS AND CONDITIONS
Special terms and conditions that modify this Insurance and Bonds Exhibit, if any, are as follows:

Payment and performance bond rate is 0.95% of Contract Sum.
General liability insurance rate is 1.75% of Contract Sum.

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Additions and Deletions Report for
AIA® Document A133® – 2019 Exhibit B

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

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PAGE 1

This Insurance and Bonds Exhibit is part of the Agreement, between the Owner and the Construction Manager, dated the 17th day of August in the year 2026

...

Construction Manager Services for City of Highland Park Place of Remembrance

...

City of Highland Park
1707 St. Johns Ave.
Highland Park, IL 60035

...

F.H. Paschen, S.N. Nielsen & Associates, LLC
5515 N. East River Rd.
Chicago, IL 60656
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§ B.3.2.2.1 Commercial General Liability insurance for the Project written on an occurrence form with policy limits of not less than ~~($) each occurrence, ($) general aggregate, and ($)~~ two million dollars ($2,000,000.00) for each occurrence, four million dollars ($4,000,000.00) general aggregate, and two million dollars ($2,000,000.00) for each occurrence, four million dollars ($4,000,000.00) aggregate for products-completed operations hazard, providing coverage for claims including
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§ B.3.2.3 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Construction Manager, with policy limits of not less than ~~($)~~ one million dollars ($1,000,000.00) per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles along with any other statutorily required automobile coverage.

...

§ B.3.2.6 Employers' Liability with policy limits not less than ~~($) each accident, ($) each employee, and ($)~~ one million dollars ($1,000,000.00) for each accident, one million dollars ($1,000,000.00) for each employee, and one million dollars ($1,000,000.00) policy limit.

...

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§ B.3.2.8 If the Construction Manager is required to furnish professional services as part of the Work, the Construction Manager shall procure Professional Liability insurance covering performance of the professional services, with policy limits of not less than ~~($) per claim and ($)~~ five million dollars ($5,000,000.00) per claim and five million dollars ($5,000,000.00) in the aggregate.

§ B.3.2.9 If the Work involves the transport, dissemination, use, or release of pollutants, the Construction Manager shall procure Pollution Liability insurance, with policy limits of not less than ~~($) per claim and ($)~~ five million dollars ($5,000,000.00) per claim and five million dollars ($5,000,000.00) in the aggregate.

§ B.3.2.10 Coverage under Sections B.3.2.8 and B.3.2.9 may be procured through a Combined Professional Liability and Pollution Liability insurance policy, with combined policy limits of not less than ~~($) per claim and ($)~~ five million dollars ($5,000,000.00) per claim and five million dollars ($5,000,000.00) in the aggregate.

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[X] **§ B.3.3.2.1** Property insurance of the same type and scope satisfying the requirements identified in Section B.2.3, which, if selected in this Section B.3.3.2.1, relieves the Owner of the responsibility to purchase and maintain such insurance except insurance required by Section B.2.3.1.3 and Section B.2.3.3. The Construction Manager shall comply with all obligations of the Owner under Section B.2.3 except to the extent provided below. The Construction Manager shall disclose to the Owner the amount of any deductible, and the Owner shall be responsible for losses within the deductible. Upon request, the Construction Manager shall provide the Owner with a copy of the property insurance policy or policies required. The Owner shall adjust and settle the loss with the insurer and be the trustee of the proceeds of the property insurance in accordance with Article 11 of the General Conditions unless otherwise set forth below:

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Payment Bond	100% of Contract Sum.
Performance Bond	100% of Contract Sum.

...

Payment and performance bond rate is 0.95% of Contract Sum.
General liability insurance rate is 1.75% of Contract Sum.

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User Notes: (1179481178)

AIA® Document A201® – 2017

General Conditions of the Contract for Construction

for the following PROJECT:
(Name and location or address)

Construction Manager Services for City of Highland Park Place of Remembrance

THE OWNER:
(Name, legal status and address)

City of Highland Park
1707 St. Johns Ave.
Highland Park, IL 60035

THE ARCHITECT:
(Name, legal status and address)

SWA Group
530 Bush St.
San Francisco, CA 94108

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ADDITIONS AND DELETIONS:
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15 CLAIMS AND DISPUTES
16 EQUAL OPPORTUNITY
17 SEXUAL HARASSMENT POLICY
18 PREVAILING RATE OF WAGE

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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Basic Definitions

§ 1.1.1 The Contract Documents

The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement, and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive, or (4) a written order for a minor change in the Work issued by the Architect. Unless specifically enumerated in the Agreement, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of Addenda relating to bidding or proposal requirements.

§ 1.1.2 The Contract

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and a Subcontractor or a Sub-subcontractor, (3) between the Owner and the Architect or the Architect's consultants, or (4) between any persons or entities other than the Owner and the Contractor. The Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Architect's duties.

§ 1.1.3 The Work

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 the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

§ 1.1.4 The Project

The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner and by Separate Contractors.

§ 1.1.5 The Drawings

The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules, and diagrams.

§ 1.1.6 The Specifications

The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

§ 1.1.7 Instruments of Service

Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

§ 1.1.8 Initial Decision Maker

The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2. The Initial Decision Maker shall not show partiality to the Owner or Contractor and shall not be liable for results of interpretations or decisions rendered in good faith.

§ 1.2 Correlation and Intent of the Contract Documents

§ 1.2.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

§ 1.2.1.1 The invalidity of any provision of the Contract Documents shall not invalidate the Contract or its remaining provisions. If it is determined that any provision of the Contract Documents violates any law, or is otherwise invalid

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or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Contract Documents shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Contract.

§ 1.2.2 Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

§ 1.2.3 Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

§ 1.2.4 In resolving inconsistencies among two (2) or more section of the Contract Documents, precedence shall be given in the following order:

First:	Agreement
Second:	Laws and Regulations
Third:	General Conditions
Fourth:	Contract Drawings
Fifth:	Specifications

§ 1.3 Capitalization

Terms capitalized in these General Conditions include those that are (1) specifically defined, (2) the titles of numbered articles, or (3) the titles of other documents published by the American Institute of Architects.

§ 1.4 Interpretation

In the interest of brevity the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement. The descriptive headings of this Agreement are inserted for convenience only and shall not control or affect the meaning or construction of any provisions following them.

§ 1.5 Ownership and Use of Drawings, Specifications, and Other Instruments of Service

§ 1.5.1 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and retain all common law, statutory, and other reserved rights in their Instruments of Service, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights.

§ 1.5.2 The Contractor, Subcontractors, Sub-subcontractors, and suppliers are authorized to use and reproduce the Instruments of Service provided to them, subject to any protocols established pursuant to Sections 1.7 and 1.8, solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and suppliers may not use the Instruments of Service on other projects or for additions to the Project outside the scope of the Work without the specific written consent of the Owner, Architect, and the Architect's consultants.

§ 1.6 Notice

§ 1.6.1 Except as otherwise provided in Section 1.6.2, where the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission if a method for electronic transmission is set forth in the Agreement.

§ 1.6.2 Notice of Claims as provided in Section 15.1.3 shall be provided in writing or by electronic transmission and shall be deemed to have been duly served only if delivered to the designated representative of the party to whom the notice is addressed, or by courier providing proof of delivery.

§ 1.7 Digital Data Use and Transmission

The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data. Terms of A203 are to be mutually agreed to between Owner, Architect and Contractor.

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§ 1.8 Building Information Models Use and Reliance

Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 OWNER

§ 2.1 General

§ 2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization. Except as otherwise provided in Section 4.2.1, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

§ 2.1.2 The Owner shall furnish to the Contractor, within fifteen days of the execution of this Agreement, information necessary and relevant for the Contractor to evaluate, give notice of, or enforce mechanic's lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the Owner's interest therein.

§ 2.2 Evidence of the Owner's Financial Arrangements

§ 2.2.1 Prior to commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. The Contractor shall have no obligation to commence the Work until the Owner provides such evidence. If commencement of the Work is delayed under this Section 2.2.1, the Contract Time shall be extended appropriately.

§ 2.2.2 Following commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract only if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due; or (3) a change in the Work materially changes the Contract Sum in excess of 10%. If the Owner fails to provide such evidence, as required, within fourteen days of the Contractor's request, the Contractor may immediately stop the Work and, in that event, shall notify the Owner that the Work has stopped. If the Work is stopped under this Section 2.2.2, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided in the Contract Documents.

§ 2.2.3 After the Owner furnishes evidence of financial arrangements under this Section 2.2, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.

§ 2.2.4 Where the Owner has designated information furnished under this Section 2.2 as "confidential," the Contractor shall keep the information confidential and shall not disclose it to any other person. However, the Contractor may disclose "confidential" information, after seven (7) days' notice to the Owner, where disclosure is required by law, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or by court or arbitrator(s) order. The Contractor may also disclose "confidential" information to its employees, consultants, sureties, Subcontractors and their employees, Sub-subcontractors, and others who need to know the content of such information solely and exclusively for the Project and who agree to maintain the confidentiality of such information.

§ 2.3 Information and Services Required of the Owner

§ 2.3.1 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 3.7.1, the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

§ 2.3.2 The Owner shall retain an architect lawfully licensed to practice architecture, or an entity lawfully practicing architecture, in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.

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§ 2.3.3 If the employment of the Architect terminates, the Owner shall employ a successor to whom the Contractor has no reasonable objection and whose status under the Contract Documents shall be that of the Architect.

§ 2.3.4 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 2.3.5 The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such information or services.

§ 2.3.6 Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one copy of the Contract Documents for purposes of making reproductions pursuant to Section 1.5.2.

§ 2.4 Owner's Right to Stop the Work

If the Contractor fails to correct portions of the Work that is not in substantial accordance with the requirements of the Contract Documents as required by Section 12.2 or repeatedly fails to carry out the Work in substantial accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Section 6.1.3.

§ 2.5 Owner's Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in substantial accordance with the Contract Documents and fails within a ten-day period after receipt of notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such default or neglect. Such action by the Owner and amounts charged to the Contractor Owner may, pursuant to Section 9.5.1, withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect, or failure. If current and future payments are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner. If the Contractor disagrees with the actions of the Owner , or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 15.

§ 2..6 ADDITIONAL RIGHTS

The rights stated in Article 2 shall be in addition and not in limitation of any other rights of the Owner granted in the Contract Documents or at law or in equity.

ARTICLE 3 CONTRACTOR

§ 3.1 General

§ 3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative.

§ 3.1.2 The Contractor shall perform the Work in accordance with the Contract Documents.

§ 3.1.3 The Contractor shall not be relieved of its obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect's administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

§ 3.2 Review of Contract Documents and Field Conditions by Contractor

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§ 3.2.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed, and correlated personal observations with requirements of the Contract Documents.

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.3.4, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

§ 3.2.3 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Architect any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Architect may require.

§ 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall submit Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner, subject to Section 15.1.7, as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.

§ 3.3 Supervision and Construction Procedures

§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under the Contract. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences, or procedures, the Contractor shall evaluate the jobsite safety thereof and shall be solely responsible for the jobsite safety of such means, methods, techniques, sequences, or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely notice to the Owner and Architect, and shall propose alternative means, methods, techniques, sequences, or procedures. The Architect shall evaluate the proposed alternative solely for conformance with the design intent for the completed construction. Unless the Architect objects to the Contractor's proposed alternative, the Contractor shall perform the Work using its alternative means, methods, techniques, sequences, or procedures.

§ 3.3.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors.

§ 3.3.3 The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

§ 3.4 Labor and Materials

§ 3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

§ 3.4.2 Except in the case of minor changes in the Work approved by the Architect in accordance with Section 3.12.8 or ordered by the Architect in accordance with Section 7.4, the Contractor may make substitutions only with the written consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive. By making requests for substitutions hereunder, the Contractor:

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.1 represents that the Contractor has personally investigated the proposed substitute product and determined that it is equal or superior in all respects to that specified;

.2 represents that the Contractor will provide the same warranty for the substitution that the Contractor would for that specified;

.3 certifies that the cost data presented is complete and includes all related costs under this Contract except the Architect's redesign costs, and waives all claims for additional costs related to the substitution which subsequently become apparent; and

.4 will coordinate the installation of the accepted substitute, making such changes as may be required for the Work to be complete in all respects.

§ 3.4.3 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them. The Contractor shall be responsible for any damages to property or injuries to persons, or to any other harm, caused by the Contractor's employees.

§ 3.5 Warranty

§ 3.5.1 The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

§ 3.5.2 All material, equipment, or other special warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 9.8.4.

§ 3.6 Taxes

The Contractor shall pay sales, consumer, use and similar taxes for the Work provided by the Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect, unless the Owner is exempt from sales tax on products permanently incorporated into the Project.

§ 3.7 Permits, Fees, Notices and Compliance with Laws

§ 3.7.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit as well as for other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

§ 3.7.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work.

§ 3.7.3 If the Contractor observes or believes that portions of the Contract Documents are at variance with applicable laws, statutes, ordinances, building codes, and rules and regulations, the Contractor shall promptly notify the Architect and Owner in writing for clarification by the Architect. If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

§ 3.7.4 Concealed or Unknown Conditions

If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions , the Contractor shall promptly provide notice to the Owner before conditions are disturbed and in no event later than 14 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Owner determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend that an equitable adjustment be made in the

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Contract Sum or Contract Time, or both. If the Owner determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Owner shall promptly notify the Contractor, stating the reasons. If Contractor disputes the Owner's determination or recommendation, that party may submit a Claim as provided in Article 15.

§ 3.7.5 If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

§ 3.8 Allowances

§ 3.8.1 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

§ 3.8.2 Unless otherwise provided in the Contract Documents,

- **.1** allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
- **.2** Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit, and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and
- **.3** whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2.

§ 3.8.3 Materials and equipment under an allowance shall be selected by the Owner with reasonable promptness.

§ 3.9 Superintendent

§ 3.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor. Important communications by the superintendent shall be confirmed in writing. Other communications by the superintendent shall be similarly confirmed on written request in each case. Failure of the superintendent to supervise the job properly shall be deemed as a default by the Contractor under the Contract Documents as determined by the Owner.

§ 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall notify the Owner of the name and qualifications of a proposed superintendent. Within 14 days of receipt of the information, the Owner may notify the Contractor, stating whether the Owner(1) has reasonable objection to the proposed superintendent or (2) requires additional time for review. Failure of the Owner to provide notice within the 14-day period shall constitute notice of no reasonable objection.

§ 3.9.3 The Contractor shall not employ a proposed superintendent to whom the Owner has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner's consent, which shall not unreasonably be withheld or delayed.

§ 3.10 Contractor's Construction and Submittal Schedules

§ 3.10.1 The Contractor, promptly after being awarded the Contract, shall submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall contain detail appropriate for the Project, including (1) the date of commencement of the Work, interim schedule milestone dates, and the date of Substantial Completion; (2) an apportionment of the Work by construction activity; and (3) the time required for completion of each portion of the Work. The schedule shall provide for the orderly progression of the Work to completion and shall not exceed time limits current under the Contract Documents. The schedule shall be revised at appropriate intervals as required by the conditions of the Work and Project.

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§ 3.10.2 The Contractor, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, shall submit a submittal schedule for the Architect's approval. The Architect's approval shall not be unreasonably delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, or fails to provide submittals in accordance with the approved submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

§ 3.10.3 The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect.

§ 3.11 Documents and Samples at the Site

The Contractor shall make available, at the Project site, the Contract Documents, including Change Orders, Construction Change Directives, and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and the approved Shop Drawings, Product Data, Samples, and similar required submittals. These shall be in electronic form or paper copy, available to the Architect and Owner, and delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

§ 3.12 Shop Drawings, Product Data and Samples

§ 3.12.1 Shop Drawings are drawings, diagrams, schedules, and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier, or distributor to illustrate some portion of the Work.

§ 3.12.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

§ 3.12.3 Samples are physical examples that illustrate materials, equipment, or workmanship, and establish standards by which the Work will be judged.

§ 3.12.4 Shop Drawings, Product Data, Samples, and similar submittals are not Contract Documents. Their purpose is to demonstrate how the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect is subject to the limitations of Section 4.2.7. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Architect without action.

§ 3.12.5 The Contractor shall review for compliance with the Contract Documents, approve, and submit to the Architect, Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documents, in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of Separate Contractors.

§ 3.12.6 By submitting Shop Drawings, Product Data, Samples, and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

§ 3.12.7 The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples, or similar submittals, until the respective submittal has been approved by the Architect.

§ 3.12.8 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from the requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples, or similar submittals, unless the Contractor has specifically notified the Architect of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples, or similar submittals, by the Architect's approval thereof.

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§ 3.12.9 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples, or similar submittals, to revisions other than those requested by the Architect on previous submittals. In the absence of such notice, the Architect's approval of a resubmission shall not apply to such revisions.

§ 3.12.10 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures. The Contractor shall not be required to provide professional services in violation of applicable law. Contractor explicitly excludes all design services or delegated design referenced in any contract document unless those services are specifically enumerated in an Exhibit to this Agreement. Language in the drawings or specifications that transfers or assigns any design responsibility to Contractor is excluded.

§ 3.12.10.1 If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the Contractor by the Contract Documents and enumerated in Exhibit to this Agreement, the Exhibit will specify all performance and design criteria that such services must satisfy. The Contractor shall be entitled to rely upon the adequacy and accuracy of the performance and design criteria provided in the Contract Documents. The Contractor shall cause such services or certifications to be provided by an appropriately licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings, and other submittals prepared by such professional. Shop Drawings, and other submittals related to the Work, designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor the performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review and approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

§ 3.13 Use of Site

The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, lawful orders of public authorities, and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

§ 3.14 Cutting and Patching

§ 3.14.1 The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly. All areas requiring cutting, fitting, or patching shall be restored to the condition existing prior to the cutting, fitting, or patching, unless otherwise required by the Contract Documents.

§ 3.14.2 The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or Separate Contractors by cutting, patching, or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter construction by the Owner or a Separate Contractor except with written consent of the Owner and of the Separate Contractor. Consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold, from the Owner or a Separate Contractor, its consent to cutting or otherwise altering the Work.

§ 3.15 Cleaning Up

§ 3.15.1 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials and rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery, and surplus materials from and about the Project.

§ 3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and the Owner shall be entitled to reimbursement from the Contractor.

§ 3.16 Access to Work

The Contractor shall provide the Owner and Architect with access to the Work in preparation and progress wherever located.

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§ 3.17 Royalties, Patents and Copyrights

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for defense or loss when a particular design, image, process, or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications, or other documents prepared by the Owner or Architect. However, if an infringement of a copyright or patent is discovered by, or made known to, the Contractor, the Contractor shall be responsible for the loss unless the information is promptly furnished to the Architect.

§ 3.18 Indemnification

§ 3.18.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.18.

§ 3.18.2 In claims against any person or entity indemnified under this Section 3.18 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification obligation under Section 3.18.1 shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts, or other employee benefit acts.

ARTICLE 4 ARCHITECT

§ 4.1 General

§ 4.1.1 The Architect is the person or entity retained by the Owner pursuant to Section 2.3.2 and identified as such in the Agreement.

§ 4.1.2 Duties, responsibilities, and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified, or extended without written consent of the Owner, Contractor, and Architect. Consent shall not be unreasonably withheld.

§ 4.2 Administration of the Contract

§ 4.2.1 The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during construction until the date the Architect issues the final Certificate for Payment. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 4.2.2 The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.

§ 4.2.3 On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of, and will not be responsible for acts or omissions of, the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

§ 4.2.4 Communications

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The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and suppliers shall be through the Contractor. Communications by and with Separate Contractors shall be through the Owner. The Contract Documents may specify other communication protocols.

§ 4.2.5 Based on the Architect's evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts. The Contractor shall provide as part of the Application for Payment sworn statements listing subcontractors and material suppliers before issuing Payment Certificates, and if such sworn statement or waivers are not provided, the Architect's Certificates shall be conditioned upon and subject to the receipt of such waivers.

§ 4.2.5.1 The Contractor shall provide to the Owner for the Owner's review (1) mechanics lien waivers for itself and each of its Subcontractors for any monies sought for payment, (2) certified payroll statements and documentation as per the Illinois Prevailing Wage Act.

§ 4.2.6 The Architect has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with Sections 13.4.2 and 13.4.3, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 4.2.7 The Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data, and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5, and 3.12. The Architect's review shall not constitute approval of safety precautions or of any construction means, methods, techniques, sequences, or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 4.2.8 The Architect will prepare Construction Change Directives, and may order minor changes in the Work as provided in Section 7.4. The Architect will investigate and make recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

§ 4.2.9 The Architect will issue Certificates of Substantial Completion pursuant to Section 9.8; receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10; and issue a final Certificate for Payment pursuant to Section 9.10.

§ 4.2.10 If the Owner and Architect agree, the Architect will provide one or more Project representatives to assist in carrying out the Architect's responsibilities at the site. The Owner shall notify the Contractor of any change in the duties, responsibilities and limitations of authority of the Project representatives.

§ 4.2.12 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either, and will not be liable for results of interpretations or decisions rendered in good faith.

§ 4.2.13 The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the Contract Documents.

§ 4.2.14 The Architect will review and respond to requests for information about the Contract Documents. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with

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reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

ARTICLE 5 SUBCONTRACTORS

§ 5.1 Definitions

§ 5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a Separate Contractor or the subcontractors of a Separate Contractor.

§ 5.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

§ 5.2 Award of Subcontracts and Other Contracts for Portions of the Work

§ 5.2.1 Unless otherwise stated in the Contract Documents, the Contractor, as soon as practicable after award of the Contract, shall notify the Owner of the persons or entities proposed for each principal portion of the Work, including those who are to furnish materials or equipment fabricated to a special design. Within 14 days of receipt of the information, the Owner may notify the Contractor whether the Owner (1) has reasonable objection to any such proposed person or entity or (2) requires additional time for review. Failure of the Owner to provide notice within the 14-day period shall constitute notice of no reasonable objection.

§ 5.2.2 The Contractor shall not contract with a proposed person or entity to whom the Owner has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 5.2.3 If the Owner has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner has no reasonable objection. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.

§ 5.2.4 The Contractor shall not substitute a Subcontractor, person, or entity for one previously selected if the Owner or Architect makes reasonable objection to such substitution.

§ 5.3 Subcontractual Relations

By appropriate written agreement, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work that the Contractor, by these Contract Documents, assumes toward the Owner and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies, and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

§ 5.4 Contingent Assignment of Subcontracts

§ 5.4.1 Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner, provided that

.1 assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 and only for those subcontract agreements that the Owner accepts by notifying the

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Subcontractor and Contractor; and

.2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

When the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Contractor's rights and obligations under the subcontract.

§ 5.4.2 Upon such assignment, if the Work has been suspended for more than 30 days, the Subcontractor's compensation shall be equitably adjusted for increases in cost resulting from the suspension.

§ 5.4.3 Upon assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor contractor or other entity. If the Owner assigns the subcontract to a successor contractor or other entity, the Owner shall nevertheless remain legally responsible for all of the successor contractor's obligations under the subcontract.

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 6.1 Owner's Right to Perform Construction and to Award Separate Contracts

§ 6.1.1 The term "Separate Contractor(s)" shall mean other contractors retained by the Owner under separate agreements. The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and with Separate Contractors retained under Conditions of the Contract substantially similar to those of this Contract, including those provisions of the Conditions of the Contract related to insurance and waiver of subrogation.

§ 6.1.2 When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.

§ 6.1.3 The Owner shall provide for coordination of the activities of the Owner's own forces and of each Separate Contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with any Separate Contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to its construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, Separate Contractors, and the Owner until subsequently revised. If, as a result of revisions to the construction schedule, there is an impact to the contract schedule or Contractor's costs, then Contractor shall be entitled to a change order adjusting the contract duration and contract amount.

§ 6.1.4 Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces or with Separate Contractors, the Owner or its Separate Contractors shall have the same obligations and rights that the Contractor has under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6, and Articles 10, 11, and 12.

§ 6.2 Mutual Responsibility

§ 6.2.1 The Contractor shall afford the Owner and Separate Contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

§ 6.2.2

§ 6.2.3 The Contractor shall reimburse the Owner for costs the Owner incurs that are payable to a Separate Contractor because of the Contractor's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Contractor for costs the Contractor incurs because of a Separate Contractor's delays, improperly timed activities, damage to the Work or defective construction.

§ 6.2.4 The Contractor shall promptly remedy damage that the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or Separate Contractor as provided in Section 10.2.5. Owner shall promptly remedy damage that the Separate Contractor wrongfully causes to completed or partially completed construction or to property of the Contractor as provided in Section 10.2.5.

§ 6.2.5 The Owner and each Separate Contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14.

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§ 6.3 Owner's Right to Clean Up

If a dispute arises among the Contractor, Separate Contractors, and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and allocate the cost among those responsible.

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 General

§ 7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents.

§ 7.1.2 A Change Order shall be based upon agreement among the Owner, Contractor, and Architect. A Construction Change Directive requires agreement by the Owner and Architect and may or may not be agreed to by the Contractor. An order for a minor change in the Work may be issued by the Architect alone.

§ 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents. The Contractor shall proceed promptly with changes in the Work, unless otherwise provided in the Change Order, Construction Change Directive, or order for a minor change in the Work.

§ 7.2 Change Orders

§ 7.2.1 A Change Order is a written instrument prepared by the Contractor signed by the Owner, and Contractor stating their agreement upon all of the following:

- **.1** The change in the Work;
- **.2** The amount of the adjustment, if any, in the Contract Sum; and
- **.3** The extent of the adjustment, if any, in the Contract Time.

§ 7.3 Construction Change Directives

§ 7.3.1 A Construction Change Directive is a written order prepared by the Architect and signed by the Owner and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

§ 7.3.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

§ 7.3.3 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

- **.1** Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- **.2** Unit prices stated in the Contract Documents or subsequently agreed upon;
- **.3** Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
- **.4** As provided in Section 7.3.4.

§ 7.3.4 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Owner shall determine the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Owner may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.4 shall be limited to the following:

- **.1** Costs of labor, including applicable payroll taxes, fringe benefits required by agreement or custom, workers' compensation insurance, and other employee costs.
- **.2** Costs of materials, supplies, and equipment, including cost of transportation, whether incorporated or consumed;
- **.3** Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;

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.4 Costs of premiums for all bonds and insurance, permit fees, and sales, use, or similar taxes, directly related to the change;
.5 Costs of supervision and field office personnel directly attributable to the change; and
.6 Other costs incurred as a result of the Construction Change Directive.

§ 7.3.5 If the Contractor disagrees with the adjustment in the Contract Time, the Contractor may make a Claim in accordance with applicable provisions of Article 15.

§ 7.3.6 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Owner of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

§ 7.3.7 A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

§ 7.3.8 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

§ 7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request and Owner shall make monthly payment for Work completed under the Construction Change Directive in Applications for Payment. The Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Architect determines, in the Architect's professional judgment, to be reasonably justified. The Architect's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.

§ 7.3.10 When the Owner and Contractor agreement upon the adjustments, such agreement shall be effective immediately and the Contractor will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

§ 7.4 Minor Changes in the Work

The Architect may order minor changes in the Work that are consistent with the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. The Architect's order for minor changes shall be in writing. If the Contractor believes that the proposed minor change in the Work will affect the Contract Sum or Contract Time, the Contractor shall notify the Owner and shall not proceed to implement the change in the Work. If the Contractor performs the Work set forth in the Architect's order for a minor change without prior notice to the Owner that such change will affect the Contract Sum or Contract Time, the Contractor waives any adjustment to the Contract Sum or extension of the Contract Time.

ARTICLE 8 TIME

§ 8.1 Definitions

§ 8.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

§ 8.1.2 The date of commencement of the Work is the date established in the Agreement but shall be no sooner than the execution of this agreement, issuance off required permits and provision by the Owner of proof of funds.

§ 8.1.3 The date of Substantial Completion is the date that the Work meets the requirements of Substantial Completion in accordance with Section 9.8.

§ 8.1.4 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

§ 8.2 Progress and Completion

§ 8.2.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement, the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

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§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, commence the Work prior to the effective date of insurance required to be furnished by the Contractor and Owner.

§ 8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

§ 8.3 Delays and Extensions of Time

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by (1) an act or neglect of the Owner or Architect, of an employee of either, or of a Separate Contractor; (2) by changes ordered in the Work; (3) by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, adverse weather conditions documented in accordance with Section 15.1.6.2, or other causes beyond the Contractor's control; (4) by delay authorized by the Owner pending mediation and binding dispute resolution; or (5) by other causes outside of the Contractor's control or that the Contractor asserts,, justify delay, then the Contract Time shall be extended for such reasonable time as the Owner may determine.

§ 8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Article 15.

§ 8.3.3 This Section 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents.

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 Contract Sum

§ 9.1.1 The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

§ 9.1.2 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed so that application of such unit prices to the actual quantities causes substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

§ 9.2 Schedule of Values

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit a schedule of values to the Architect before the first Application for Payment, allocating the entire Contract Sum to the various portions of the Work. The schedule of values shall be prepared in the form, and supported by the data to substantiate its accuracy, required by the Architect. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment. Any changes to the schedule of values shall be submitted to the Architect and supported by such data to substantiate its accuracy as the Architect may require, and unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's subsequent Applications for Payment.

§ 9.3 Applications for Payment

§ 9.3.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 9.2, for completed portions of the Work. The application shall be notarized, if required, and supported by all data substantiating the Contractor's right to payment that the Owner requires, such as copies of requisitions, and releases and waivers of liens from Subcontractors and suppliers, and shall reflect retainage if provided for in the Contract Documents.

§ 9.3.1.1 As provided in Section 7.3.9, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Architect, but not yet included in Change Orders.

§ 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or supplier, unless such Work has been performed by others whom the Contractor intends to pay.

§ 9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon

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compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage, and transportation to the site, for such materials and equipment stored off the site.

§ 9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information, and belief, be free and clear of liens, claims, security interests, or encumbrances, in favor of the Contractor, Subcontractors, suppliers, or other persons or entities that provided labor, materials, and equipment relating to the Work.

§ 9.4 Certificates for Payment

§ 9.4.1 The Architect will, within seven days after receipt of the Contractor's Application for Payment, either (1) issue to the Owner a Certificate for Payment in the full amount of the Application for Payment, with a copy to the Contractor; or (2) issue to the Owner a Certificate for Payment for such amount as the Architect determines is properly due, and notify the Contractor and Owner of the Architect's reasons for withholding certification in part as provided in Section 9.5.1; or (3) withhold certification of the entire Application for Payment, and notify the Contractor and Owner of the Architect's reason for withholding certification in whole as provided in Section 9.5.1.

§ 9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluation of the Work and the data in the Application for Payment, that, to the best of the Architect's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion, and to specific qualifications expressed by the Architect. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed construction means, methods, techniques, sequences, or procedures; (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment; or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 9.5 Decisions to Withhold Certification

§ 9.5.1 The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 9.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 9.4.1. If the Contractor and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 3.3.2, because of

- **.1** defective Work not remedied;
- **.2** third party claims filed unless security acceptable to the Owner is provided by the Contractor;
- **.3** failure of the Contractor to make payments properly to Subcontractors or suppliers for labor, materials or equipment;
- **.5** damage to the Owner or a Separate Contractor;
- **.6** reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover liquidated damages for the anticipated delay; or
- **.7** repeated failure to carry out the significant portions of the Work in accordance with the Contract Documents.

§ 9.5.2 When either party disputes the Architect's decision regarding a Certificate for Payment under Section 9.5.1, in whole or in part, that party may submit a Claim in accordance with Article 15.

§ 9.5.3 When the reasons for withholding certification are removed, certification will be made for amounts previously withheld.

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§ 9.6 Progress Payments

§ 9.6.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Architect.

§ 9.6.2 The Contractor shall pay each Subcontractor, no later than seven days after receipt of payment from the Owner, the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

§ 9.6.3 The Architect will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Architect and Owner on account of portions of the Work done by such Subcontractor.

§ 9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors and suppliers to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay, or to see to the payment of money to, a Subcontractor or supplier, except as may otherwise be required by law.

§ 9.6.5 The Contractor's payments to suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

§ 9.6.6 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

§ 9.6.7 Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor for Work properly performed by Subcontractors or provided by suppliers shall be held by the Contractor for those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor, create any fiduciary liability or tort liability on the part of the Contractor for breach of trust, or entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.

§ 9.6.8 Provided the Owner has fulfilled its payment obligations under the Contract Documents, the Contractor shall defend and indemnify the Owner from all loss, liability, damage or expense, including reasonable attorney's fees and litigation expenses, arising out of any lien claim or other claim for payment by any Subcontractor or supplier of any tier. Upon receipt of notice of a lien claim or other claim for payment, the Owner shall notify the Contractor. If approved by the applicable court, when required, the Contractor may substitute a surety bond for the property against which the lien or other claim for payment has been asserted.

§ 9.7 Failure of Payment

If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within seven days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within seven days after the date established in the Contract Documents, the amount certified by the Architect or awarded by binding dispute resolution, then the Contractor may, upon seven additional days' notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided for in the Contract Documents.

§ 9.8 Substantial Completion

§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use. Failure of the authorities having jurisdiction to furnish a certificate of occupancy shall not preclude meeting the requirements of Substantial Completion provided that the Work is otherwise suitable for its intended use. Final completion of the Work, punch list and resolution of warranty claims are not required to achieve Substantial Completion.

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§ 9.8.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

§ 9.8.3 Upon receipt of the Contractor's list, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's inspection discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect to determine Substantial Completion.

§ 9.8.4 When the Work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion; establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance; and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in the Certificate. Upon such acceptance, and consent of surety if any, the Owner shall make payment of retainage applying to the Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

§ 9.9 Partial Occupancy or Use

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect.

§ 9.9.2 Immediately prior to such partial occupancy or use, the Owner, Contractor, and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

§ 9.9.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

§ 9.10 Final Completion and Final Payment

§ 9.10.1 Upon receipt of the Contractor's notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection. When the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Owner (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract

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Documents to remain in force after final payment is currently in effect, (3) a written statement that the Contractor knows of no reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment, (5) documentation of any special warranties, such as manufacturers' warranties or specific Subcontractor warranties, and (6) if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts and releases and waivers of liens, claims, security interests, or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien, claim, security interest, or encumbrance. If a lien, claim, security interest, or encumbrance remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging the lien, claim, security interest, or encumbrance, including all costs and reasonable attorneys' fees.

§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Architect so confirms, the Owner shall, upon application by the Contractor and certification by the Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed, corrected, and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of the surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

§ 9.10.4 The making of final payment shall constitute a waiver of Claims by the Owner except those arising from

- **.1** liens, Claims, security interests, or encumbrances arising out of the Contract and unsettled;
- **.2** failure of the Work to comply with the requirements of the Contract Documents;
- **.3** terms of special warranties required by the Contract Documents; or

§ 9.10.5 Acceptance of final payment by the Contractor, a Subcontractor, or a supplier, shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 Safety Precautions and Programs

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract.

§ 10.2 Safety of Persons and Property

§ 10.2.1 The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury, or loss to

- **.1** employees on the Work and other persons who may be affected thereby;
- **.2** the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of the Contractor, a Subcontractor, or a Sub-subcontractor; and
- **.3** other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

§ 10.2.2 The Contractor shall comply with, and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, bearing on safety of persons or property or their protection from damage, injury, or loss.

§ 10.2.3 The Contractor shall implement, erect, and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards; promulgating safety regulations; and notifying the owners and users of adjacent sites and utilities of the safeguards.

§ 10.2.4 When use or storage of explosives or other hazardous materials or equipment, or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

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§ 10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2 and 10.2.1.3. The Contractor may make a Claim for the cost to remedy the damage or loss to the extent such damage or loss is attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

§ 10.2.6 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Architect.

§ 10.2.7 The Contractor shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

§ 10.2.8 Injury or Damage to Person or Property

If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, notice of the injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

§ 10.3 Hazardous Materials and Substances

§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials or substances. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and notify the Owner and Architect of the condition.

§ 10.3.1.1 The Contractor shall not cause or permit any "Hazardous Materials" (as defined herein) to be brought upon, kept or used in or about the Projects site(s) except to the extent such Hazardous Materials: (1) are necessary for the prosecution of the Work; and (2) have been approved in writing by the Owner. Any Hazardous Materials allowed to be used on the Project site(s) shall be used, stored, and disposed of in writing as directed in writing by the Owner. Any Hazardous Materials allowed to be used in the Project site(s) shall be used, stored, and disposed of in compliance with all applicable laws relating to such Hazardous Materials. Any unused or surplus hazardous Materials, as well as, any other Hazardous Materials that have been placed, released, or discharged on the Project site(s) by the Contractor or any of its employees, agents, suppliers, or subcontractors, shall be removed from the Project site(s) at the earlier of (1) completion of the Work requiring the use of such Hazardous Materials; (2) the completion of the Work as a whole; or (3) within 24 hours following the Owner's demand for such removal. Such removal shall be undertaken by the Contractor at its sole cost and expense and shall be performed in accordance with all applicable laws. The Contractor shall immediately notify the Owner of any release or discharge of any Hazardous Materials on the Project site(s). The Contractor shall provide the Owner with copies of all warning labels on products that the Contractor or any of its subcontractors will be using in connection with the Work, and the Contractor shall be responsible for making any and all disclosures required under applicable "Community Right to Know" or similar laws. The Contractor shall not clean or service any tools, equipment, vehicles, materials, or other items in such a manner as to cause a violation of any laws or regulations relating to Hazardous Materials. All residue and waste materials resulting from any such cleaning or servicing shall be collected and removed from the Project site(s) in accordance with all applicable laws and regulations. The Contractor shall immediately notify the Owner of any citations, orders, or warnings issued to or received by the Contractor, or of which the Contractor otherwise becomes aware, that relate to any Hazardous Materials on the Project site(s). Without limiting any other indemnification provisions pursuant to law or specified in this Agreement, the Contractor shall indemnify, defend (at the Contractor's sole cost, and with legal counsel approved by the Owner), and hold the Owner and Architect harmless from any and all claims, demands, losses, damages, disbursements, liabilities, obligations, fines, penalties, costs, and expenses for removing and remedying the effect of any Hazardous Materials on, under, from, or about the Project site(s), arising out of or relating to, directly or indirectly, the Contractor's or its subcontractor's failures to comply with any of the requirements herein. As used herein, the term "Hazardous Materials" means any hazardous or toxic substances, materials, and wastes listed in the United States Department of transportation Materials Table, or listed by the Environmental Protection Agency as hazardous substances, and all substances, materials, or wastes

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that are or become regulated under federal, state, or local law.

§ 10.3.2 Upon receipt of the Contractor's notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of the material or substance or who are to perform the task of removal or safe containment of the material or substance. The Contractor and the Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable additional costs of shutdown, delay, and start-up.

§ 10.3.3 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss, or expense is due to the fault or negligence of the party seeking indemnity.

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for hazardous materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents. The Owner shall be responsible for hazardous materials or substances required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances.

§ 10.3.5 The Contractor shall reimburse the Owner for the cost and expense the Owner incurs (1) for remediation of hazardous materials or substances the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

§ 10.3.6 If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall reimburse the Contractor for all cost and expense thereby incurred.

§ 10.4 Emergencies

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury, or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 15 and Article 7.

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 Contractor's Insurance and Bonds

§ 11.1.1 The Contractor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Contractor shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Owner, Architect, and Architect's consultants shall be named as additional insureds under the Contractor's commercial general liability policy or as otherwise described in the Contract Documents.

§ 11.1.2 If mutually agreed to by Owner and Contractor, the Contractor shall provide surety bonds of the types, for such penal sums, and subject to such terms and conditions as required by the Contract Documents. The Contractor shall purchase and maintain the required bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

§ 11.1.3 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall

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authorize a copy to be furnished.

§ 11.1.4 Notice of Cancellation or Expiration of Contractor's Required Insurance. Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by the Contract Documents, the Contractor shall provide notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.

§ 11.2 Owner's Insurance

§ 11.2.1 The Owner shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Owner shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located.

§ 11.2.2 Failure to Purchase Required Property Insurance. Contractor shall be a named insured under the Owner's builder's risk and property insurances and shall provide coverages and limits acceptable to Contractor. If the Owner fails to purchase and maintain the required property insurance, with all of the coverages and in the amounts described in the Agreement or elsewhere in the Contract Documents, the Owner shall inform the Contractor in writing prior to commencement of the Work. Upon receipt of notice from the Owner, the Contractor may delay commencement of the Work and may obtain insurance that will protect the interests of the Contractor, Subcontractors, and Sub-Subcontractors in the Work. When the failure to provide coverage has been cured or resolved, the Contract Sum and Contract Time shall be equitably adjusted. In the event the Owner fails to procure coverage, the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent the loss to the Owner would have been covered by the insurance to have been procured by the Owner. The cost of the insurance shall be charged to the Owner by a Change Order. If the Owner does not provide written notice, and the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain the required insurance, the Owner shall reimburse the Contractor for all reasonable costs and damages attributable thereto.

§ 11.2.3 Notice of Cancellation or Expiration of Owner's Required Property Insurance. Within three (3) business days of the date the Owner becomes aware of an impending or actual cancellation or expiration of any property insurance required by the Contract Documents, the Owner shall provide notice to the Contractor of such impending or actual cancellation or expiration. Unless the lapse in coverage arises from an act or omission of the Contractor: (1) the Contractor, upon receipt of notice from the Owner, shall have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by either the Owner or the Contractor; (2) the Contract Time and Contract Sum shall be equitably adjusted; and (3) the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent any loss to the Owner would have been covered by the insurance had it not expired or been cancelled. If the Contractor purchases replacement coverage, the cost of the insurance shall be charged to the Owner by an appropriate Change Order. The furnishing of notice by the Owner shall not relieve the Owner of any contractual obligation to provide required insurance.

§ 11.3 Waivers of Subrogation

§ 11.3.1 The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents, and employees, each of the other; (2) the Architect and Architect's consultants; and (3) Separate Contractors, if any, and any of their subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, or other causes of loss, to the extent those losses are covered by property insurance required by the Agreement or other property insurance applicable to the Project, except such rights as they have to proceeds of such insurance. The Owner or Contractor, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from the Architect, Architect's consultants, Separate Contractors, subcontractors, and sub-subcontractors. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this section 11.3.1 shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property.

§ 11.3.2 If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring

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the Project during the construction period, to the extent permissible by such policies, the Owner waives all rights in accordance with the terms of Section 11.3.1 for damages caused by fire or other causes of loss covered by this separate property insurance.

§ 11.4 Loss of Use, Business Interruption, and Delay in Completion Insurance

The Owner, at the Owner's option, may purchase and maintain insurance that will protect the Owner against loss of use of the Owner's property, or the inability to conduct normal operations, due to fire or other causes of loss. The Owner waives all rights of action against the Contractor and Architect for loss of use of the Owner's property, due to fire or other hazards however caused.

§11.5 Adjustment and Settlement of Insured Loss

§ 11.5.1 A loss insured under the property insurance required by the Agreement shall be jointly adjusted by the Owner and Contractor, each representing their own claims and made payable to the Owner and Contractor , as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.5.2. The Insurer shall pay the Contractor their just shares of insurance proceeds , and by appropriate agreements the Contractor shall make payments to their consultants and Subcontractors in similar manner.

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 Uncovering of Work

§ 12.1.1 If a portion of the Work is covered contrary to the Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Architect, be uncovered for the Architect's examination and be replaced at the Contractor's expense without change in the Contract Time.

§ 12.1.2 If a portion of the Work has been covered that the Architect has not specifically requested to examine prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is generally in accordance with the Contract Documents, the Contractor shall be entitled to an equitable adjustment to the Contract Sum and Contract Time as may be appropriate. If such Work is not generally in accordance with the Contract Documents, the costs of uncovering the Work, and the cost of correction, shall be at the Contractor's expense.

§ 12.2 Correction of Work

§ 12.2.1 Before Substantial Completion

The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, discovered before Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, made necessary thereby, shall be at the Contractor's expense.

§ 12.2.2 After Substantial Completion

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of any applicable special warranty required by the Contract Documents, any of the Work is found to include latent defects and not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of notice from the Owner to do so, unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.5.

§ 12.2.2.2 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 12.2.2.3 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Section 12.2. Notwithstanding the foregoing, where corrective Work performed pursuant to this Article 12 requires the replacement or reconstruction of a substantial component, system, or defined portion of the Work due to a material failure to comply with the Contract Documents, the warranty period applicable solely to the corrected or replaced component, system, or portion of the Work shall recommence upon completion of such corrective Work. Routine maintenance, adjustments, calibrations, inspections, minor repairs, punch list activities, or

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replacement of incidental parts shall not extend or recommence any warranty period.

§ 12.2.3 The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

§ 12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction of the Owner or Separate Contractors, whether completed or partially completed, caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents. Owner shall bear the cost of correcting destroyed or damaged construction of the Contractor whether completed or partially completed, caused by the Separate Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

§ 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

§ 12.3 Acceptance of Nonconforming Work

If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 Governing Law

The Contract shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 15.4.

§ 13.2 Successors and Assigns

§ 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns, and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 13.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 13.2.2 The Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate the assignment.

§ 13.3 Rights and Remedies

§ 13.3.1 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights, and remedies otherwise imposed or available by law.

§ 13.3.2 No action or failure to act by the Owner, Architect, or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed upon in writing.

§ 13.4 Tests and Inspections

§ 13.4.1 Tests, inspections, and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules, and regulations or lawful orders of public authorities. Unless otherwise provided, the Owner shall make arrangements for such tests, inspections, and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections, and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

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§ 13.4.2 If the Architect, Owner, or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection, or approval not included under Section 13.4.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection, or approval, by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Such costs, except as provided in Section 13.4.3, shall be at the Owner's expense.

§ 13.4.3 If procedures for testing, inspection, or approval under Sections 13.4.1 and 13.4.2 reveal failure of the portions of the Work to substantially comply with requirements established by the Contract Documents, all costs made necessary by such failure, including those of repeated procedures shall be at the Contractor's expense.

§ 13.4.4 Required certificates of testing, inspection, or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Architect.

§ 13.4.5 If the Architect is to observe tests, inspections, or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.

§ 13.4.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

§ 13.5 Interest

Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate the parties agree upon in writing or, in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 Termination by the Contractor

§ 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of 30 consecutive days or 90 cumulative days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, for any of the following reasons:

- **.1** Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- **.2** An act of government, such as a declaration of national emergency, that requires all Work to be stopped;
- **.3** Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or
- **.4** The Owner has failed to furnish to the Contractor reasonable evidence as required by Section 2.2.
- .5 Other causes beyond Contractor's control

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, as well as reasonable overhead and profit on Work not executed, and costs incurred by reason of such termination.

§ 14.1.4 If the Work is stopped for a period of 30 consecutive days or 90 cumulative days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, or their agents or employees or any other persons or entities performing portions of the Work because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days' notice to the Owner and the Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

§ 14.2 Termination by the Owner for Cause

§ 14.2.1 The Owner may terminate the Contract if the Contractor

- **.1** repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- **.2** fails to make payment to Subcontractors or suppliers in accordance with the respective agreements between the Contractor and the Subcontractors or suppliers;
- **.3** as it pertains to its means and methods, repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority;

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.4 becomes insolvent, or makes an assignment for the benefit of creditors;

.5 files a petition or other document of any kind regarding bankruptcy or insolvency or any legal proceeding regarding the same;

.6 abandons the work;

.7 has pursued the progress of the construction such that the Owner reasonably can believe that the Contractor will not be able to achieve the timetables or standards of the Work or the Project and failures are neither excused nor justified;

.8 has breached a substantive term of this Agreement and has failed to correct in full the breach within five days after notice of the breach from the Owner; or

.9 otherwise is guilty of substantial breach of a provision of the Contract Documents.

§ 14.2.2 When any of the reasons described in Section 14.2.1 exist, , the Owner may, without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

.1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;

.2 Accept assignment of subcontracts pursuant to Section 5.4; and

.3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 14.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 14.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, , and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Initial Decision Maker, upon application, and this obligation for payment shall survive termination of the Contract.

§ 14.3 Suspension by the Owner for Convenience

§ 14.3.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work, in whole or in part for such period of time as the Owner may determine.

§ 14.3.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay, or interruption under Section 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

.1 that performance is, was, or would have been, so suspended, delayed, or interrupted, by another cause for which the Contractor is responsible; or

.2 that an equitable adjustment is made or denied under another provision of the Contract.

§ 14.4 Termination by the Owner for Convenience

§ 14.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

§ 14.4.2 Upon receipt of notice from the Owner of such termination for the Owner's convenience, the Contractor shall

.1 cease operations as directed by the Owner in the notice;

.2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and

.3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

§ 14.4.3 In case of such termination for the Owner's convenience, the Owner shall pay the Contractor for Work properly executed; costs incurred by reason of the termination, including costs attributable to termination of Subcontracts; costs reasonably incurred or committed to by Contractor in the anticipated prosecution of the work, the Contractor Fee, computed upon the Cost of the Work to the date of termination at the rate stated in Section 6.1 and the termination fee, if any, set forth in the Agreement.

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ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 Claims

§ 15.1.1 Definition

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, a change in the Contract Time, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim.

§ 15.1.2 Time Limits on Claims

The Owner and Contractor shall commence all Claims and causes of action against the other and arising out of or related to the Contract, whether in contract, tort, breach of warranty or otherwise, in accordance with the requirements of the binding dispute resolution method selected in the Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all Claims and causes of action not commenced in accordance with this Section 15.1.2.

§ 15.1.3 Notice of Claims

§ 15.1.3.1 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party and to the Initial Decision Maker. Claims by either party under this Section 15.1.3.1 shall be initiated within 21 days after occurrence of the event or the condition giving rise to such Claim or within 21 days.

§ 15.1.3.2 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party. In such event, no decision by the Initial Decision Maker is required.

§ 15.1.4 Continuing Contract Performance

§ 15.1.4.1 Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

§ 15.1.4.2 The Contract Sum and Contract Time shall be adjusted in accordance with the Initial Decision Maker's decision, subject to the right of either party to proceed in accordance with this Article 15. The Architect will issue Certificates for Payment in accordance with the decision of the Initial Decision Maker.

§ 15.1.5 Claims for Additional Cost

If the Contractor wishes to make a Claim for an increase in the Contract Sum, notice as provided in Section 15.1.3 shall be given before proceeding to execute the portion of the Work that is the subject of the Claim. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

§ 15.1.6 Claims for Additional Time

§ 15.1.6.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, notice as provided in Section 15.1.3 shall be given. The Contractor's Claim shall, as soon as practical after the event giving rise to the Claim for additional time, include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

§ 15.1.6.2 Days lost on the schedule due to adverse weather conditions are not included. If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions affected the construction schedule.

§ 15.1.7 Waiver of Claims for Consequential Damages

The Contractor and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

- **.1** damages incurred by the Owner 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; and
- **.2** damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there and not working at least half time on this project, for losses of financing, business and reputation, and for loss of profit, except anticipated profit arising directly from the Work.

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This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.7 shall be deemed to preclude assessment of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

§ 15.2 Initial Decision

§ 15.2.1 Claims, excluding those where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2 or arising under Sections 10.3, 10.4, and 11.5, shall be referred to the Initial Decision Maker for initial decision. The Owner will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim. If an initial decision has not been rendered within 30 days after the Claim has been referred to the Initial Decision Maker, the party asserting the Claim may demand mediation and binding dispute resolution without a decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

§ 15.2.2 The Initial Decision Maker will review Claims and within ten days of the receipt of a Claim, or shorter period of time if required to avoid schedule or cost impacts to the project, take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise, or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the Initial Decision Maker concludes that, in the Initial Decision Maker's sole discretion, it would be inappropriate for the Initial Decision Maker to resolve the Claim.

§ 15.2.3 In evaluating Claims, the Initial Decision Maker may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Initial Decision Maker in rendering a decision. The Initial Decision Maker may request the Owner to authorize retention of such persons at the Owner's expense.

§ 15.2.4 If the Initial Decision Maker requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of the request, and shall either (1) provide a response on the requested supporting data, (2) advise the Initial Decision Maker when the response or supporting data will be furnished, or (3) advise the Initial Decision Maker that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Initial Decision Maker will either reject or approve the Claim in whole or in part.

§ 15.2.5 The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties and the Architect, if the Architect is not serving as the Initial Decision Maker, of any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties but subject to mediation and, if the parties fail to resolve their dispute through mediation, to binding dispute resolution.

§ 15.2.6 Either party may file for mediation of an initial decision at any time, subject to the terms of Section 15.2.6.1.

§ 15.2.6.1 Either party may, within 30 days from the date of receipt of an initial decision, demand in writing that the other party file for mediation. If such a demand is made and the party receiving the demand fails to file for mediation within 30 days after receipt thereof, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.

§ 15.2.7 In the event of a Claim against the Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

§ 15.2.8 If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

§16.1 EQUAL OPPORTUNITY EMPLOYMENT

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§16.1.1 The Contractor shall maintain policies of employment as follows: The Contractor and all subcontractors shall not discriminate against any employee or application for employment because of race, religion, color, sex, national origin or age. The Contractor shall take affirmative action to insure that applicants are employed, and that employees are treated during employment without regard to race, religion, color, sex, national origin or age. Such action shall include, but not be limited to, the following: employment upgrading, demolition, or transfer; recruitment or recruitment advertising; layoff or termination rates of pay, or other forms of compensation and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places available to employees and applicants for employment notices setting forth the policies of non-discrimination.

§16.1.2 The Contractor and all subcontractors shall, in all solicitations or advertisements for employees placed by them or on their behalf, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, national origin or age. Contractor shall also and in addition to the provision set out in this Article 16, remain in compliance with Illinois Public Works Employment Discrimination Act (775 ILCS 10/1 *et seq*.) and the Illinois Human Rights Act Article IL Employment (775 ILCS 5/2-101 *et seq*.)

§16.1.3 All contracts, including subcontracts, for Work herein are subject to the provisions of the Equal Employment Opportunity Clause of the Illinois Fair Employment Practices Commission.

§17.1 SEXUAL HARASSMENT POLICY

§17.1.1 Pursuant to Section 2-105 of the Illinois Human Rights Act (775 ILCS 5/1-101 *et seq*.) ("Rights Act"), all Contractors and subcontractors must have in force and effect a written sexual harassment policy which includes at a minimum the following provisions:

.1 a statement of illegality of sexual harassment;
.2 the definition of sexual harassment under Illinois law;
.3 a description of sexual harassment utilizing examples;
.4 an internal complain process, including penalties;
.5 the legal recourse, investigative and complaint process available through the Illinois Department of Human Rights ("Department") and the Illinois Human Rights Commission ("Commission");
.6 directions on how to contact the Department and the Commission; and
.7 protection against retaliation as provided by Section 6-101 of the Rights Act.

The Contractor understands, represents and warrants to the Owner that Contractor and its subcontractors (for which the Contractor takes responsibility to ensure that they comply with the Rights Act) are in compliance with Section 2-105 of the Rights Act and will remain in compliance with Section 2-105 of the Rights Act for the entirety of the Work. A violation of Section 2-105 is cause for the immediate cancellation of this contract. However, any forbearance or delay by the Owner in canceling this contract shall not be construed as, and does not constitute, Owner's consent to such violation and a waiver of any rights the Owner may have, including without limitation, cancellation of this contract.

§18.1 PREVAILING RATE OF WAGE

§18.1.1 This Contract and all subcontracts are subject to and governed by the rules and regulations of the Illinois Human Rights Act.

§18.1.2 The Contractor and subcontractors and their agents, and employees shall comply with the terms and provisions of the Wages of Employees on Public Works Act regarding the policy of the State of Illinois pertaining to the payment of the general prevailing hourly rate as paid for work of a similar character in the locality in which the work is performed.

§18.1.3 Contractors indicate that by executing the Contract, each of them certifies that it is not barred from bidding on the Contract as a result from bid rigging or bid rotation under Article 33E of the Criminal Code of 2012.

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Changes to original AIA text

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Construction Manager Services for City of Highland Park Place of Remembrance

City of Highland Park

1707 St. Johns Ave.

Highland Park, IL 60035

SWA Group

530 Bush St.

San Francisco, CA 94108

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4—— ARCHITECT

5—— SUBCONTRACTORS

6—— CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

7—— CHANGES IN THE WORK

8—— TIME

9—— PAYMENTS AND COMPLETION

10—— PROTECTION OF PERSONS AND PROPERTY

11—— INSURANCE AND BONDS

12—— UNCOVERING AND CORRECTION OF WORK

13—— MISCELLANEOUS PROVISIONS

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§ 1.2.4 In resolving inconsistencies among two (2) or more section of the Contract Documents, precedence shall be given in the following order:

First:	Agreement
Second:	Laws and Regulations
Third:	General Conditions
Fourth:	Contract Drawings
Fifth:	Specifications

In the interest of brevity the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement. The descriptive headings of this Agreement are inserted for convenience only and shall not control or affect the meaning or construction of any provisions following them.

§ 1.6.2 Notice of Claims as provided in Section 15.1.3 shall be provided in writing or by electronic transmission and shall be deemed to have been duly served only if delivered to the designated representative of the party to whom the notice is addressed ~~by certified or registered mail~~, or by courier providing proof of delivery.

The parties shall agree upon ~~written~~ protocols governing the transmission and use of~~, and reliance on,~~ Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data. Terms of A203 are to be mutually agreed to between Owner, Architect and Contractor.

Any use of, or reliance on, all or a portion of a building information model without agreement to ~~written~~ protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or

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contributors to, the building information model, and each of their agents and employees.

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§ 2.1.2 The Owner shall furnish to the Contractor, within fifteen days ~~after receipt of a written request~~of the execution of this Agreement, information necessary and relevant for the Contractor to evaluate, give notice of, or enforce mechanic's lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the Owner's interest therein.

§ 2.2.2 Following commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract only if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due; or (3) a change in the Work materially changes the Contract Sum in excess of 10%. If the Owner fails to provide such evidence, as required, within fourteen days of the Contractor's request, the Contractor may immediately stop the Work and, in that event, shall notify the Owner that the Work has stopped. ~~However, if the request is made because a change in the Work materially changes the Contract Sum under (3) above, the Contractor may immediately stop only that portion of the Work affected by the change until reasonable evidence is provided.~~ If the Work is stopped under this Section 2.2.2, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided in the Contract Documents.

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If the Contractor fails to correct portions of the Work that is not in substantial accordance with the requirements of the Contract Documents as required by Section 12.2 or repeatedly fails to carry out the Work in substantial accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Section 6.1.3.

If the Contractor defaults or neglects to carry out the Work in substantial accordance with the Contract Documents and fails within a ten-day period after receipt of notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such default or neglect. Such action by the Owner and amounts charged to the Contractor ~~are both subject to prior approval of the Architect and the Architect~~ Owner may, pursuant to Section 9.5.1, withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect, or failure. If current and future payments are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner. If the Contractor disagrees with the actions of the Owner ~~or the Architect~~, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 15.

§ 2..6 ADDITIONAL RIGHTS

The rights stated in Article 2 shall be in addition and not in limitation of any other rights of the Owner granted in the Contract Documents or at law or in equity.

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§ 3.4.2 Except in the case of minor changes in the Work approved by the Architect in accordance with Section 3.12.8 or ordered by the Architect in accordance with Section 7.4, the Contractor may make substitutions only with the written consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive. By making requests for substitutions hereunder, the Contractor:

.1 represents that the Contractor has personally investigated the proposed substitute product and determined that it is equal or superior in all respects to that specified;

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.2 represents that the Contractor will provide the same warranty for the substitution that the Contractor would for that specified;

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.3 certifies that the cost data presented is complete and includes all related costs under this Contract except the Architect's redesign costs, and waives all claims for additional costs related to the substitution which subsequently become apparent; and

.4 will coordinate the installation of the accepted substitute, making such changes as may be required for the Work to be complete in all respects.

§ 3.4.3 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them. The Contractor shall be responsible for any damages to property or injuries to persons, or to any other harm, caused by the Contractor's employees.

§ 3.5.1 The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work ~~the Contract Documents require or permit~~. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

The Contractor shall pay sales, consumer, use and similar taxes for the Work provided by the Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect, unless the Owner is exempt from sales tax on products permanently incorporated into the Project.

§ 3.7.3 If the Contractor observes or believes that portions of the Contract Documents are at variance with applicable laws, statutes, ordinances, building codes, and rules and regulations, the Contractor shall promptly notify the Architect and Owner in writing for clarification by the Architect. If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions ~~of an unusual nature that 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~~, the Contractor shall promptly provide notice to the Owner ~~and the Architect~~ before conditions are disturbed and in no event later than 14 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the ~~Architect~~Owner determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend that an equitable adjustment be made in the Contract Sum or Contract Time, or both. If the ~~Architect~~Owner determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the ~~Architect~~Owner shall promptly notify the ~~Owner and~~ Contractor, stating the reasons. If ~~either party~~ Contractor disputes the ~~Architect's~~Owner's determination or recommendation, that party may submit a Claim as provided in Article 15.

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§ 3.7.5 If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner ~~and Architect~~. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume

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the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

.1 —— allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;

.2 —— Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit, and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and

.3 —— whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2.

§ 3.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor. Important communications by the superintendent shall be confirmed in writing. Other communications by the superintendent shall be similarly confirmed on written request in each case. Failure of the superintendent to supervise the job properly shall be deemed as a default by the Contractor under the Contract Documents as determined by the Owner.

§ 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall notify the Owner ~~and Architect~~ of the name and qualifications of a proposed superintendent. Within 14 days of receipt of the information, the ~~Architect~~Owner may notify the Contractor, stating whether the Owner ~~or the Architect~~ (1) has reasonable objection to the proposed superintendent or (2) requires additional time for review. Failure of the ~~Architect~~Owner to provide notice within the 14-day period shall constitute notice of no reasonable objection.

§ 3.9.3 The Contractor shall not employ a proposed superintendent to whom the Owner ~~or Architect~~ has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner's consent, which shall not unreasonably be withheld or delayed.

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§ 3.12.10 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures. The Contractor shall not be required to provide professional services in violation of applicable law. Contractor explicitly excludes all design services or delegated design referenced in any contract document unless those services are specifically enumerated in an Exhibit to this Agreement. Language in the drawings or specifications that transfers or assigns any design responsibility to Contractor is excluded.

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§ 3.12.10.1 If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the Contractor by the Contract Documents~~, the Owner and the Architect~~ and enumerated in Exhibit to this Agreement, the Exhibit will specify all performance and design criteria that such services must satisfy. The Contractor shall be entitled to rely upon the adequacy and accuracy of the performance and design criteria provided in the Contract Documents. The Contractor shall cause such services or certifications to be provided by an appropriately licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings, and other submittals prepared by such professional. Shop Drawings, and other submittals related to the Work, designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor the

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performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review and approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

~~**§ 3.12.10.2** If the Contract Documents require the Contractor's design professional to certify that the Work has been performed in accordance with the design criteria, the Contractor shall furnish such certifications to the Architect at the time and in the form specified by the Architect.~~

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for defense or loss when a particular design, image, process, or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications, or other documents prepared by the Owner or Architect. However, if an infringement of a copyright or patent is discovered by, or made known to, the Contractor, the Contractor shall be responsible for the loss unless the information is promptly furnished to the Architect.

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§ 4.2.1 The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during construction until the date the Architect issues the final Certificate for Payment. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

The Owner ~~and Contractor shall include the Architect in all communications that relate to or affect the Architect's services or professional responsibilities. The Owner~~ shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and suppliers shall be through the Contractor. Communications by and with Separate Contractors shall be through the Owner. The Contract Documents may specify other communication protocols.

§ 4.2.5 Based on the Architect's evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts. The Contractor shall provide as part of the Application for Payment sworn statements listing subcontractors and material suppliers before issuing Payment Certificates, and if such sworn statement or waivers are not provided, the Architect's Certificates shall be conditioned upon and subject to the receipt of such waivers.

§ 4.2.5.1 The Contractor shall provide to the Owner for the Owner's review (1) mechanics lien waivers for itself and each of its Subcontractors for any monies sought for payment, (2) certified payroll statements and documentation as per the Illinois Prevailing Wage Act.

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§ 4.2.8 The Architect will prepare ~~Change Orders and~~ Construction Change Directives, and may order minor changes in the Work as provided in Section 7.4. The Architect will investigate and make ~~determinations and~~ recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

§ 4.2.9 The Architect will ~~conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;~~ issue Certificates of Substantial Completion pursuant to Section 9.8; receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10; and issue a final Certificate for Payment pursuant to Section 9.10.

~~**§ 4.2.11** The Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness.~~

§ 4.2.13 The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the ~~intent expressed in the~~ Contract Documents.

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§ 5.2.1 Unless otherwise stated in the Contract Documents, the Contractor, as soon as practicable after award of the Contract, shall notify the Owner ~~and Architect~~ of the persons or entities proposed for each principal portion of the Work, including those who are to furnish materials or equipment fabricated to a special design. Within 14 days of receipt of the information, the ~~Architect~~Owner may notify the Contractor whether the Owner ~~or the Architect~~ (1) has reasonable objection to any such proposed person or entity or (2) requires additional time for review. Failure of the ~~Architect~~Owner to provide notice within the 14-day period shall constitute notice of no reasonable objection.

§ 5.2.2 The Contractor shall not contract with a proposed person or entity to whom the Owner ~~or Architect~~ has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 5.2.3 If the Owner ~~or Architect~~ has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner ~~or Architect~~ has no reasonable objection. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.

.1 assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor; and

.2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

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§ 6.1.3 The Owner shall provide for coordination of the activities of the Owner's own forces and of each Separate Contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with any Separate Contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to its construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, Separate Contractors, and the Owner until subsequently revised. If, as a result of revisions to the construction schedule, there is an impact to the contract schedule or Contractor's costs, then Contractor shall be entitled to a change order adjusting the contract duration and contract amount.

§ 6.2.2 ~~If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a Separate Contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly notify the Architect of apparent discrepancies or defects in the construction or operations by the Owner or Separate Contractor that would render it unsuitable for proper execution and results of the Contractor's Work. Failure of the Contractor to notify the Architect of apparent discrepancies or defects prior to proceeding with the Work shall constitute an acknowledgment that the Owner's or Separate Contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work. The Contractor shall not be responsible for discrepancies or defects in the construction or operations by the Owner or Separate Contractor that are not apparent.~~

§ 6.2.4 The Contractor shall promptly remedy damage that the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or Separate Contractor as provided in Section 10.2.5. Owner shall promptly remedy damage that the Separate Contractor wrongfully causes to completed or partially completed construction or to property of the Contractor as provided in Section 10.2.5.

If a dispute arises among the Contractor, Separate Contractors, and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and ~~the Architect will~~ allocate the cost among those responsible.

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§ 7.2.1 A Change Order is a written instrument prepared by the ~~Architect and~~Contractor signed by the Owner, ~~Contractor,~~ and ~~Architect~~Contractor stating their agreement upon all of the following:

.1 The change in the Work;

.2 The amount of the adjustment, if any, in the Contract Sum; and

.3 The extent of the adjustment, if any, in the Contract Time.

.1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;

.2 Unit prices stated in the Contract Documents or subsequently agreed upon;

.3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or

.4 As provided in Section 7.3.4.

§ 7.3.4 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the ~~Architect~~Owner shall determine the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the ~~Architect~~Owner may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.4 shall be limited to the following:

.1 Costs of labor, including applicable payroll taxes, fringe benefits required by agreement or custom, workers' compensation insurance, and other employee costs ~~approved by the Architect;~~.

.2 Costs of materials, supplies, and equipment, including cost of transportation, whether incorporated or consumed;

.3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;

.4 Costs of premiums for all bonds and insurance, permit fees, and sales, use, or similar taxes, directly related to the change; ~~and~~

.5 Costs of supervision and field office personnel directly attributable to the change; and

.6 Other costs incurred as a result of the Construction Change Directive.

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§ 7.3.6 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the ~~Architect~~Owner of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

§ 7.3.8 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost ~~as confirmed by the Architect~~. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

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§ 7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request and Owner shall make monthly payment for Work completed under the Construction Change Directive in Applications for Payment. The Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Architect determines, in the Architect's professional judgment, to be reasonably justified. The Architect's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.

§ 7.3.10 When the Owner and Contractor ~~agree with a determination made by the Architect concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach~~ agreement upon the adjustments, such agreement shall be effective immediately and the ~~Architect~~ Contractor will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

The Architect may order minor changes in the Work that are consistent with the ~~intent of the~~ Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. The Architect's order for minor changes shall be in writing. If the Contractor believes that the proposed minor change in the Work will affect the Contract Sum or Contract Time, the Contractor shall notify the ~~Architect~~Owner and shall not proceed to implement the change in the Work. If the Contractor performs the Work set forth in the Architect's order for a minor change without prior notice to the ~~Architect~~Owner that such change will affect the Contract Sum or Contract Time, the Contractor waives any adjustment to the Contract Sum or extension of the Contract Time.

§ 8.1.2 The date of commencement of the Work is the date established in the Agreement but shall be no sooner than the execution of this agreement, issuance off required permits and provision by the Owner of proof of funds.

§ 8.1.3 The date of Substantial Completion is the date ~~certified by the Architect~~that the Work meets the requirements of Substantial Completion in accordance with Section 9.8.

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§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by (1) an act or neglect of the Owner or Architect, of an employee of either, or of a Separate Contractor; (2) by changes ordered in the Work; (3) by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, adverse weather conditions documented in accordance with Section 15.1.6.2, or other causes beyond the Contractor's control; (4) by delay authorized by the Owner pending mediation and binding dispute resolution; or (5) by other causes ~~that the Contractor asserts, and the Architect determines~~outside of the Contractor's control or that the Contractor asserts,, justify delay, then the Contract Time shall be extended for such reasonable time as the ~~Architect~~Owner may determine.

§ 9.3.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 9.2, for completed portions of the Work. The application shall be notarized, if required, and supported by all data substantiating the Contractor's right to payment that the Owner ~~or Architect require~~requires, such as copies of requisitions, and releases and waivers of liens from Subcontractors and suppliers, and shall reflect retainage if provided for in the Contract Documents.

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.1 —— defective Work not remedied;

.2 —— third party claims filed ~~or reasonable evidence indicating probable filing of such claims,~~ unless security acceptable to the Owner is provided by the Contractor;

.3 —— failure of the Contractor to make payments properly to Subcontractors or suppliers for labor, materials or equipment;

~~**.4** —— reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;~~

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~~.5~~ 5 damage to the Owner or a Separate Contractor;

.6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover ~~actual or~~ liquidated damages for the anticipated delay; or

.7 repeated failure to carry out the significant portions of the Work in accordance with the Contract Documents.

~~**§ 9.5.4** If the Architect withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or supplier to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Contractor shall reflect such payment on its next Application for Payment.~~

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§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use. Failure of the authorities having jurisdiction to furnish a certificate of occupancy shall not preclude meeting the requirements of Substantial Completion provided that the Work is otherwise suitable for its intended use. Final completion of the Work, punch list and resolution of warranty claims are not required to achieve Substantial Completion.

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§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the ~~Architect~~Owner (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect, (3) a written statement that the Contractor knows of no reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment, (5) documentation of any special warranties, such as manufacturers' warranties or specific Subcontractor warranties, and (6) if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts and releases and waivers of liens, claims, security interests, or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien, claim, security interest, or encumbrance. If a lien, claim, security interest, or encumbrance remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging the lien, claim, security interest, or encumbrance, including all costs and reasonable attorneys' fees.

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.1 liens, Claims, security interests, or encumbrances arising out of the Contract and unsettled;

.2 failure of the Work to comply with the requirements of the Contract Documents;

.3 terms of special warranties required by the Contract Documents; or

~~.4 audits performed by the Owner, if permitted by the Contract Documents, after final payment.~~

.1 employees on the Work and other persons who may be affected thereby;

.2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of the Contractor, a Subcontractor, or a Sub-subcontractor; and

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.3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

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§ 10.3.1.1 The Contractor shall not cause or permit any "Hazardous Materials" (as defined herein) to be brought upon, kept or used in or about the Projects site(s) except to the extent such Hazardous Materials: (1) are necessary for the prosecution of the Work; and (2) have been approved in writing by the Owner. Any Hazardous Materials allowed to be used on the Project site(s) shall be used, stored, and disposed of in writing as directed in writing by the Owner. Any Hazardous Materials allowed to be used in the Project site(s) shall be used, stored, and disposed of in compliance with all applicable laws relating to such Hazardous Materials. Any unused or surplus hazardous Materials, as well as, any other Hazardous Materials that have been placed, released, or discharged on the Project site(s) by the Contractor or any of its employees, agents, suppliers, or subcontractors, shall be removed from the Project site(s) at the earlier of (1) completion of the Work requiring the use of such Hazardous Materials; (2) the completion of the Work as a whole; or (3) within 24 hours following the Owner's demand for such removal. Such removal shall be undertaken by the Contractor at its sole cost and expense and shall be performed in accordance with all applicable laws. The Contractor shall immediately notify the Owner of any release or discharge of any Hazardous Materials on the Project site(s). The Contractor shall provide the Owner with copies of all warning labels on products that the Contractor or any of its subcontractors will be using in connection with the Work, and the Contractor shall be responsible for making any and all disclosures required under applicable "Community Right to Know" or similar laws. The Contractor shall not clean or service any tools, equipment, vehicles, materials, or other items in such a manner as to cause a violation of any laws or regulations relating to Hazardous Materials. All residue and waste materials resulting from any such cleaning or servicing shall be collected and removed from the Project site(s) in accordance with all applicable laws and regulations. The Contractor shall immediately notify the Owner of any citations, orders, or warnings issued to or received by the Contractor, or of which the Contractor otherwise becomes aware, that relate to any Hazardous Materials on the Project site(s). Without limiting any other indemnification provisions pursuant to law or specified in this Agreement, the Contractor shall indemnify, defend (at the Contractor's sole cost, and with legal counsel approved by the Owner), and hold the Owner and Architect harmless from any and all claims, demands, losses, damages, disbursements, liabilities, obligations, fines, penalties, costs, and expenses for removing and remedying the effect of any Hazardous Materials on, under, from, or about the Project site(s), arising out of or relating to, directly or indirectly, the Contractor's or its subcontractor's failures to comply with any of the requirements herein. As used herein, the term "Hazardous Materials" means any hazardous or toxic substances, materials, and wastes listed in the United States Department of transportation Materials Table, or listed by the Environmental Protection Agency as hazardous substances, and all substances, materials, or wastes that are or become regulated under federal, state, or local law.

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§ 11.1.2 ~~The~~If mutually agreed to by Owner and Contractor, the Contractor shall provide surety bonds of the types, for such penal sums, and subject to such terms and conditions as required by the Contract Documents. The Contractor shall purchase and maintain the required bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

§ 11.2.2 Failure to Purchase Required Property Insurance. Contractor shall be a named insured under the Owner's builder's risk and property insurances and shall provide coverages and limits acceptable to Contractor. If the Owner fails to purchase and maintain the required property insurance, with all of the coverages and in the amounts described in the Agreement or elsewhere in the Contract Documents, the Owner shall inform the Contractor in writing prior to commencement of the Work. Upon receipt of notice from the Owner, the Contractor may delay commencement of the Work and may obtain insurance that will protect the interests of the Contractor, Subcontractors, and Sub-Subcontractors in the Work. When the failure to provide coverage has been cured or resolved, the Contract Sum and Contract Time shall be equitably adjusted. In the event the Owner fails to procure coverage, the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent the loss to the Owner would have been covered by the insurance to have been procured by the Owner. The cost of the insurance shall be charged to the Owner by a Change Order. If the Owner does not provide written notice, and the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain the required insurance, the Owner shall reimburse the Contractor for all reasonable costs and damages attributable thereto.

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§ 11.4 Loss of Use, Business Interruption, and Delay in Completion Insurance

§ 11.5.1 A loss insured under the property insurance required by the Agreement shall be jointly adjusted by the Owner ~~as fiduciary~~ and Contractor, each representing their own claims and made payable to the Owner ~~as fiduciary for the insureds~~and Contractor , as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.5.2. The ~~Owner~~ Insurer shall pay the ~~Architect and~~ Contractor their just shares of insurance proceeds ~~received by the Owner~~, and by appropriate agreements the ~~Architect and~~ Contractor shall make payments to their consultants and Subcontractors in similar manner.

~~**§ 11.5.2** Prior to settlement of an insured loss, the Owner shall notify the Contractor of the terms of the proposed settlement as well as the proposed allocation of the insurance proceeds. The Contractor shall have 14 days from receipt of notice to object to the proposed settlement or allocation of the proceeds. If the Contractor does not object, the Owner shall settle the loss and the Contractor shall be bound by the settlement and allocation. Upon receipt, the Owner shall deposit the insurance proceeds in a separate account and make the appropriate distributions. Thereafter, if no other agreement is made or the Owner does not terminate the Contract for convenience, the Owner and Contractor shall execute a Change Order for reconstruction of the damaged or destroyed Work in the amount allocated for that purpose. If the Contractor timely objects to either the terms of the proposed settlement or the allocation of the proceeds, the Owner may proceed to settle the insured loss, and any dispute between the Owner and Contractor arising out of the settlement or allocation of the proceeds shall be resolved pursuant to Article 15. Pending resolution of any dispute, the Owner may issue a Construction Change Directive for the reconstruction of the damaged or destroyed Work.~~

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§ 12.1.2 If a portion of the Work has been covered that the Architect has not specifically requested to examine prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is generally in accordance with the Contract Documents, the Contractor shall be entitled to an equitable adjustment to the Contract Sum and Contract Time as may be appropriate. If such Work is not generally in accordance with the Contract Documents, the costs of uncovering the Work, and the cost of correction, shall be at the Contractor's expense.

The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, discovered before Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, ~~including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses~~ made necessary thereby, shall be at the Contractor's expense.

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of any applicable special warranty required by the Contract Documents, any of the Work is found to ~~be~~ include latent defects and not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of notice from the Owner to do so, unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.5.

§ 12.2.2.3 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Section 12.2. Notwithstanding the foregoing, where corrective Work performed pursuant to this Article 12 requires the replacement or reconstruction of a substantial component, system, or defined portion of the Work due to a material failure to comply with the Contract Documents, the warranty period applicable solely to the corrected or replaced component, system, or portion of the Work shall recommence upon completion of such corrective Work. Routine maintenance, adjustments, calibrations, inspections, minor repairs, punch list activities, or replacement of incidental parts shall not extend or recommence any warranty period.

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§ 12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction of the Owner or Separate Contractors, whether completed or partially completed, caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents. Owner shall bear the cost of correcting destroyed or damaged construction of the Contractor whether completed or partially completed, caused by the Separate Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

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§ 13.4.1 Tests, inspections, and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules, and regulations or lawful orders of public authorities. Unless otherwise provided, the ~~Contractor~~Owner shall make arrangements for such tests, inspections, and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections, and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

§ 13.4.3 If procedures for testing, inspection, or approval under Sections 13.4.1 and 13.4.2 reveal failure of the portions of the Work to substantially comply with requirements established by the Contract Documents, all costs made necessary by such failure, including those of repeated procedures ~~and compensation for the Architect's services and expenses,~~ shall be at the Contractor's expense.

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§ 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of 30 consecutive days or 90 cumulative days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, for any of the following reasons:

.1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;

.2 An act of government, such as a declaration of national emergency, that requires all Work to be stopped;

.3 Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or

.4 The Owner has failed to furnish to the Contractor reasonable evidence as required by Section 2.2.

~~**§ 14.1.2** The Contractor may terminate the Contract if, through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, repeated suspensions, delays, or interruptions of the entire Work by the Owner as described in Section 14.3, constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.~~.5 Other causes beyond Contractor's control

§ 14.1.4 If the Work is stopped for a period of ~~60~~30 consecutive days or 90 cumulative days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, or their agents or employees or any other persons or entities performing portions of the Work because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days' notice to the Owner and the Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

.1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;

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.2 —— fails to make payment to Subcontractors or suppliers in accordance with the respective agreements between the Contractor and the Subcontractors or suppliers;

.3 —— as it pertains to its means and methods, repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; ~~or~~

.4 —— becomes insolvent, or makes an assignment for the benefit of creditors;

.5 files a petition or other document of any kind regarding bankruptcy or insolvency or any legal proceeding regarding the same;

.6 abandons the work;

.7 has pursued the progress of the construction such that the Owner reasonably can believe that the Contractor will not be able to achieve the timetables or standards of the Work or the Project and failures are neither excused nor justified;

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.8 has breached a substantive term of this Agreement and has failed to correct in full the breach within five days after notice of the breach from the Owner; or

.9 otherwise is guilty of substantial breach of a provision of the Contract Documents.

§ 14.2.2 When any of the reasons described in Section 14.2.1 exist, ~~and upon certification by the Architect that sufficient cause exists to justify such action~~, the Owner may, without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

.1 —— Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;

.2 —— Accept assignment of subcontracts pursuant to Section 5.4; and

.3 —— Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 14.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, ~~including compensation for the Architect's services and expenses made necessary thereby~~, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Initial Decision Maker, upon application, and this obligation for payment shall survive termination of the Contract.

.1 —— that performance is, was, or would have been, so suspended, delayed, or interrupted, by another cause for which the Contractor is responsible; or

.2 —— that an equitable adjustment is made or denied under another provision of the Contract.

.1 —— cease operations as directed by the Owner in the notice;

.2 —— take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and

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.3 — except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

§ 14.4.3 In case of such termination for the Owner's convenience, the Owner shall pay the Contractor for Work properly executed; costs incurred by reason of the termination, including costs attributable to termination of Subcontracts; costs reasonably incurred or committed to by Contractor in the anticipated prosecution of the work, the Contractor Fee, computed upon the Cost of the Work to the date of termination at the rate stated in Section 6.1 and the termination fee, if any, set forth in the Agreement.

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A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, a change in the Contract Time, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim. ~~This Section 15.1.1 does not require the Owner to file a Claim in order to impose liquidated damages in accordance with the Contract Documents.~~

§ 15.1.3.1 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party and to the Initial Decision Maker ~~with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker~~. Claims by either party under this Section 15.1.3.1 shall be initiated within 21 days after occurrence of the event ~~giving rise to such Claim or within 21 days after the claimant first recognizes~~or the condition giving rise to ~~the~~such Claim~~, whichever is later~~ or within 21 days.

§ 15.1.6.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, notice as provided in Section 15.1.3 shall be given. The Contractor's Claim shall, as soon as practical after the event giving rise to the Claim for additional time, include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

§ 15.1.6.2 Days lost on the schedule due to adverse weather conditions are not included. If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions ~~were abnormal for the period of time, could not have been reasonably anticipated, and had an adverse effect on the scheduled construction.~~affected the construction schedule.

.1 — damages incurred by the Owner 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; and

.2 — damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there and not working at least half time on this project, for losses of financing, business and reputation, and for loss of profit, except anticipated profit arising directly from the Work.

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§ 15.2.1 Claims, excluding those where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2 or arising under Sections 10.3, 10.4, and 11.5, shall be referred to the Initial Decision Maker for initial decision. The ~~Architect~~Owner will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim. If an initial decision has not been rendered within 30 days after the Claim has been referred to the Initial Decision Maker, the party asserting the Claim may demand mediation and binding dispute resolution without a decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

§ 15.2.2 The Initial Decision Maker will review Claims and within ten days of the receipt of a Claim, or shorter period of time if required to avoid schedule or cost impacts to the project, take one or more of the following actions:

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(1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise, or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the Initial Decision Maker concludes that, in the Initial Decision Maker's sole discretion, it would be inappropriate for the Initial Decision Maker to resolve the Claim.

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~~**§ 15.3 Mediation**~~

~~**§ 15.3.1** Claims, disputes, or other matters in controversy arising out of or related to the Contract, except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.7, shall be subject to mediation as a condition precedent to binding dispute resolution.~~

~~**§ 15.3.2** The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section 15.3.2, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.~~

~~**§ 15.3.3** Either party may, within 30 days from the date that mediation has been concluded without resolution of the dispute or 60 days after mediation has been demanded without resolution of the dispute, demand in writing that the other party file for binding dispute resolution. If such a demand is made and the party receiving the demand fails to file for binding dispute resolution within 60 days after receipt thereof, then both parties waive their rights to binding dispute resolution proceedings with respect to the initial decision.~~

~~**§ 15.3.4** The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.~~

~~**§ 15.4 Arbitration**~~

~~**§ 15.4.1** If the parties have selected arbitration as the method for binding dispute resolution in the Agreement, any Claim subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. The Arbitration shall be conducted in the place where the Project is located, unless another location is mutually agreed upon. A demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.~~

~~**§ 15.4.1.1** A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the Claim would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the Claim.~~

~~**§ 15.4.2** The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.~~

~~**§ 15.4.3** The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Agreement, shall be specifically enforceable under applicable law in any court having jurisdiction thereof.~~

~~**§ 15.4.4 Consolidation or Joinder**~~

~~**§ 15.4.4.1** Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to be consolidated substantially involve common questions of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).~~

~~**§ 15.4.4.2** Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written~~

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~~consent.~~

~~**§ 15.4.4.3 The Owner and Contractor grant to any person or entity made a party to an arbitration conducted under this Section 15.4, whether by joinder or consolidation, the same rights of joinder and consolidation as those of the Owner and Contractor under this Agreement.**~~**§16.1 EQUAL OPPORTUNITY EMPLOYMENT**

§16.1.1 The Contractor shall maintain policies of employment as follows: The Contractor and all subcontractors shall not discriminate against any employee or application for employment because of race, religion, color, sex, national origin or age. The Contractor shall take affirmative action to insure that applicants are employed, and that employees are treated during employment without regard to race, religion, color, sex, national origin or age. Such action shall include, but not be limited to, the following: employment upgrading, demolition, or transfer; recruitment or recruitment advertising; layoff or termination rates of pay, or other forms of compensation and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places available to employees and applicants for employment notices setting forth the policies of non-discrimination.

§16.1.2 The Contractor and all subcontractors shall, in all solicitations or advertisements for employees placed by them or on their behalf, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, national origin or age. Contractor shall also and in addition to the provision set out in this Article 16, remain in compliance with Illinois Public Works Employment Discrimination Act (775 ILCS 10/1 *et seq*.) and the Illinois Human Rights Act Article IL Employment (775 ILCS 5/2-101 *et seq*.)

§16.1.3 All contracts, including subcontracts, for Work herein are subject to the provisions of the Equal Employment Opportunity Clause of the Illinois Fair Employment Practices Commission.

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§17.1 SEXUAL HARASSMENT POLICY

§17.1.1 Pursuant to Section 2-105 of the Illinois Human Rights Act (775 ILCS 5/1-101 *et seq*.) ("Rights Act"), all Contractors and subcontractors must have in force and effect a written sexual harassment policy which includes at a minimum the following provisions:

.1 a statement of illegality of sexual harassment;

.2 the definition of sexual harassment under Illinois law;

.3 a description of sexual harassment utilizing examples;

.4 an internal complain process, including penalties;

.5 the legal recourse, investigative and complaint process available through the Illinois Department of Human Rights ("Department") and the Illinois Human Rights Commission ("Commission");

.6 directions on how to contact the Department and the Commission; and

.7 protection against retaliation as provided by Section 6-101 of the Rights Act.

The Contractor understands, represents and warrants to the Owner that Contractor and its subcontractors (for which the Contractor takes responsibility to ensure that they comply with the Rights Act) are in compliance with Section 2-105 of the Rights Act and will remain in compliance with Section 2-105 of the Rights Act for the entirety of the Work. A violation of Section 2-105 is cause for the immediate cancellation of this contract. However, any forbearance or delay by the Owner in canceling this contract shall not be construed as, and does not constitute, Owner's consent to such violation and a waiver of any rights the Owner may have, including without limitation, cancellation of this contract.

§18.1 PREVAILING RATE OF WAGE

§18.1.1 This Contract and all subcontracts are subject to and governed by the rules and regulations of the Illinois Human Rights Act.

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§18.1.2 The Contractor and subcontractors and their agents, and employees shall comply with the terms and provisions of the Wages of Employees on Public Works Act regarding the policy of the State of Illinois pertaining to the payment of the general prevailing hourly rate as paid for work of a similar character in the locality in which the work is performed.

§18.1.3 Contractors indicate that by executing the Contract, each of them certifies that it is not barred from bidding on the Contract as a result from bid rigging or bid rotation under Article 33E of the Criminal Code of 2012.

Variable Information

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Certification of Document's Authenticity

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I, , hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 15:51:37 CDT on 08/12/2026 under Order No. 20250114513 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A201™ - 2017, General Conditions of the Contract for Construction, other than those additions and deletions shown in the associated Additions and Deletions Report.

_____

(Signed)

_____

(Title)

_____

(Dated)

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Staff Report

Meeting Date: August 17, 2026

Staff Contact: Thomas Schroeder, Accounting Manager

Department: Finance Department

Title: An Ordinance Amending Section 97.1201 and Section 97.1301 of "The Highland Park Code of 1968," as amended, Regarding Home Rule Sales Tax

Recommendation:
Staff recommends increase of the City's local Home Rule sales tax from 1.0% to 1.5% starting January 1, 2027, through December 31, 2031. It is recommended that the increase remain in place for a five-year period and would be dedicate to capital projects. An ordinance would be prepared at that time to reduce the sales tax. The City has $40M planned in capital in 2026, and $216M as part of the 10-year capital plan.

Policy Consideration:
Approval of the ordinance to increase the Home Rule sales tax from 1.0% to 1.5% will provide the City with additional revenue to fund future capital improvement projects. After five years, staff will take action to revert Home Rule sales tax back to 1.0%. Revenue generated by the temporary increase will be dedicated exclusively to future capital projects.

Core Priorities:
Fiscal Stability
Increasing the Home Rule sales tax from 1.0% to 1.5% will allow the City of Highland Park to increase funding for capital projects from this important revenue stream. The estimated additional revenue is $3 million annually.

Attachments:
1. Ordinance Exhibit A

City of Highland Park

Ordinance No. _____

An Ordinance Amending Section 97.1201 and Section 97.1301 of "The Highland Park Code of 1968," as amended, Regarding Home Rule Sales Tax

WHEREAS, Section 97.1201 of "The Highland Park Code of 1968," as amended ("***City Code***"), defines and establishes a one percent tax on the gross receipts of persons engaged in the business of selling tangible personal property at retail in the City ("***Home Rule Retailer's Tax***"); and

WHEREAS, Section 97.1301 of City Code defines and establishes a one percent tax on the selling price of tangible personal property transferred as an incident to sales of service made in the City ("***Home Rule Service Tax***"); and

WHEREAS, the City desires to amend Sections 97.1201 and 97.1301 of the City Code to increase the City's Home Rule Retailer's Tax and Home Rule Service Tax, from one percent to one and one-half percent, but only for the period between January 1, 2027, and December 31, 2031; and

WHEREAS, the City Council has determined that it will serve and be in the best interests of the City to amend Sections 97.1201 and 97.1301 of the City Code pursuant to this Ordinance;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF HIGHLAND PARK, LAKE COUNTY, ILLINOIS, as follows:

SECTION ONE: RECITALS. The foregoing recitals are incorporated into, and made a part of, this Ordinance as the findings of the City Council.

SECTION TWO: IMPOSITION OF HOME RULE MUNICIPAL RETAILER'S OCCUPATION TAX. Section 97.1201, titled "Imposition of Home Rule Municipal Retailer's Occupation Tax," of Chapter 97, titled "Municipal Taxation," of Title IX, titled "General Regulations," of the City Code is hereby amended further to read as follows:

> "Sec. 97.1201. – Imposition of Home Rule Municipal Retailer's Occupation Tax.
>
> A tax is hereby imposed upon all persons engaged in the business of selling tangible personal property, other than an item of personal property titled or registered with an agency of the government of the State of Illinois, at retail in the City of Highland Park at a rate of one percent of the gross receipts from such sales made in the course of such business**; provided, however, that for the period beginning on January 1, 2027, and ending on December 31, 2031, the rate of such tax shall be one and one-half percent of the gross receipts from such sales made in the course of such business**. Such tax shall not be applicable on the sales of automobiles; food for human consumption which is to be consumed off the premises where it is sold (other than alcoholic beverages, soft drinks and food which has been prepared for immediate consumption); and prescription and non-prescription medicines, drugs, medical appliances and insulin, urine testing materials, syringes and needles used by diabetics."

SECTION THREE: IMPOSITION OF HOME RULE MUNICIPAL SERVICE OCCUPATION TAX. Section 97.1301, titled "Imposition of Home Rule Municipal Service Occupation Tax," of Chapter 97, titled "Municipal Taxation," of Title IX, titled "General Regulations," of the City Code is hereby amended further to read as follows:

"Sec. 97.1301. – Imposition of Home Rule Municipal Service Occupation Tax.

A tax is hereby imposed upon all persons engaged in the business of making sales of service in the City of Highland Park at a rate of one percent of the selling price of all tangible personal property transferred by such serviceman either in the form of tangible personal property or in the form of real estate as an incident to a sale of service**; provided, however, that for the period beginning on January 1, 2027, and ending on December 31, 2031, the rate of such tax shall be one and one-half percent of the selling price of all tangible personal property transferred by such serviceman either in the form of tangible personal property or in the form of real estate as an incident to a sale of service**. Such tax shall not be applicable on the sales of automobiles; food for human consumption which is to be consumed off the premises where it is sold (other than alcoholic beverages, soft drinks and food which has been prepared for immediate consumption); and prescription and non-prescription medicines, drugs, medical appliances and insulin, urine testing materials, syringes and needles used by diabetics.

SECTION FOUR: PUBLICATION. The City Clerk is hereby directed to publish this Ordinance in pamphlet form pursuant to the Statutes of the State of Illinois.

SECTION FIVE: EFFECTIVE DATE. This Ordinance will be in full force and effect from and after its passage, approval, and publication in the manner provided by law.

AYES:

NAYS:

ABSENT:

PASSED:

APPROVED:

ORDINANCE NO.

_____

Nancy R. Rotering, Mayor

ATTEST:

_____

Ghida S. Neukirch, City Clerk

Staff Report

Meeting Date: August 17, 2026

Staff Contact: Joe O'Neill, Deputy Director of Public Works

Department: Public Works Department

Title: An Ordinance Declaring Certain Property Owned by the City of Highland Park to be Surplus

Recommendation:
City staff have deemed surplus equipment to be disposed per City policy.

Policy Consideration:
As City equipment and property reaches the end of its useful life or is no longer required, items must be declared surplus by City Council approved ordinance. Examples of equipment and property include outdated and non-working mechanical equipment, and aged or non-working deteriorated vehicles well beyond their useful service life. Once declared, items will be traded-in, auctioned, sold as scrap, or otherwise properly disposed.

The Public Works Department, Police Department, and the Fire Department have identified equipment, vehicles, and property that is recommended for disposal as detailed in the attached.

Pertinent documents related to surplus equipment are available at the Public Works, Police and Finance Departments.

Core Priorities:
Fiscal Stability
Any financial recovery generated by the disposal of the surplus items will be properly categorized and deposited in the appropriate City revenue account.

Attachments:
1. Ordinance - Surplus
2. Exhibit A - Surplus List 07.2026

CITY OF HIGHLAND PARK

ORDINANCE NO. O_____

AN ORDINANCE DECLARING CERTAIN PROPERTY OWNED BY THE CITY OF HIGHLAND PARK TO BE SURPLUS

WHEREAS, the City is the owner of certain surplus property described in detail on **SURPLUS LIST** attached to and, by this reference, made a part of this Ordinance (***"Property"***); and

WHEREAS, the City Council has determined that the Property is no longer necessary or useful to, or for the best interests of, the City; and

WHEREAS, the City Council desires to dispose of this Property in an environmentally responsible manner by means of offering it for sale through auction, online auction services and whenever possible, recycling items that cannot be sold,

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF HIGHLAND PARK, LAKE COUNTY, ILLINOIS, as follows:

SECTION ONE: RECITALS. The foregoing recitals are incorporated into, and made a part of, this Ordinance as findings of the City Council.

SECTION TWO: AUTHORIZATION TO DISPOSE OF PROPERTY. Pursuant to Section 11-76-4 of the Illinois Municipal Code, 65 ILCS 5/11-76-4, and the City's home rule authority, the City Council declares that ownership of the Property is no longer necessary or useful to, or in the best interests of, the City. The City Manager is hereby authorized and directed to take whatever actions are necessary to dispose of the Property in such a manner and with such terms as are acceptable to Corporation Counsel.

SECTION THREE: PUBLICATION. The City Clerk shall be, and is hereby, directed to publish this Ordinance in pamphlet form pursuant to the Statutes of the State of Illinois.

SECTION FOUR: EFFECTIVE DATE. This Ordinance shall be in full force and effect from and after its passage, approval, and publication in the manner provided by law.

Exhibit A

August 2026 Surplus List

Dept	Unit #	Year	Manufacturer	Model	Item	Qty	VIN/Serial Number	Mileage/Hours	Disposal Type
WTP			Pyrex		1000 mL Filtering Flask	7			Govdeals.com
WTP			Pyrex		250 mL Filtering Flask	6			Govdeals.com
WTP			Pyrex		500 mL Filtering Flask	7			Govdeals.com
WTP			Pyrex		250 mL Flask with Stopper	12			Govdeals.com
WTP			Pyrex		50 mL Flask	35			Govdeals.com
WTP			Kimax		1000 mL Volumetric Flask	3			Govdeals.com
WTP			EXAX		500 mL Volumetric Flask	4			Govdeals.com
WTP			Sibata		250 mL Volumetric Flask	4			Govdeals.com
WTP			Sibata		100 mL Volumetric Flask	3			Govdeals.com
WTP			HID	920PTNNEK00000	multiCLASS SE RP40 Wall Switch Reader	5			Govdeals.com
WTP			Altronix	AL600ULXB	Power Supply/Charger Board 12VDC or 24 VDC @ 6 amp	5			Govdeals.com
WTP			Lenel/Mercury	LNL-1320	MR52 Boards	6			Govdeals.com
WTP			Omron	V-15G-1C25-K	Miniature Snap-Acting Switch Plunger Actuator, Quick-Disconnect Terminals, SPDT, 250VAC-125VDC	1			Govdeals.com
WTP			Verbatim	99202	SLIMLINE Corded USBKeyboard & Mouse	10			Govdeals.com
WTP			Belkin	F8E223	Standard Keyboard Input with quiet accuracy	2			Govdeals.com
WTP			Logitech	MK120	Corded Keyboard and Mouse Combo	1			Govdeals.com
WTP			Dell	02R400	Multimedia Black Silver Keyboard, TH-02R400-37171-524-01HD	1			Govdeals.com
WTP			Califone	2800-BL	Headphone	4			Govdeals.com
WTP				439-06	Test Bottle 43906 (Pack of 6)	3			Govdeals.com
WTP			Pyrex		60° Angle Glass Funnel, Long Stem (150 mm), I.D. 75 mm	8			Govdeals.com
WTP			EXAX		Kimble EXAX 50 mL Glass Nessler Test Tubes, 12" long, I.D. 3/4"	9			Govdeals.com
WTP			Kimble	73804-18400	Phenolic Open Top Screw Thread Cap without Liner, Black, 18-400 GPI Thread Finish	92			Govdeals.com
WTP			Kimble	60810-2170	Borosilicate Glass Cylindrical 16mL Screw Thread Sample Vial, without Closure, extra septums included	125			Govdeals.com
WTP			Kimble	24-400	Phenolic Open Top Screw Trhead Cap, Black, 24-400, extra septums included	40			Govdeals.com
WTP			Warehouse Direc	WHDC4096AC	Toner Cartridge replacement for HP C4096A	1			Govdeals.com
WTP			Hewlett-Packard Co	HP 45	HP Inkjet Print Cartridge 45, Black	1			Govdeals.com
WTP			Innovera	IVR-20045	Replaces HP 45 -Black Inket Cartridge	2			Govdeals.com
WTP			Innovera	IVR-20056	Replaces HP 56 -Black Inket Cartridge	2			Govdeals.com
WTP					Glass Test Tubes 13x100mm, 12 tubes per box, 12 boxes per case	3			Govdeals.com
WTP					1000 mL glass beakers	3			Govdeals.com
WTP					Large lass long-stemmed funnels	10			Govdeals.com
WTP			Kimball		500 mL Erlenmeyer Flasks with glass stoppers	2			Govdeals.com
WTP			Corning		500 mL Erlenmeyer Flasks with glass stoppers	2			Govdeals.com
WTP					2 mL plastic syringes, individually wrapped, 1 bag of 20	1			Govdeals.com
WTP					3 CC plastic syringes, individually wrapped	62			Govdeals.com
WTP					20 CC plastic syringes, individually wrapped	7			Govdeals.com
WTP					Microscope slides, 25x75m, box	2			Govdeals.com
WTP					Microscope slides, 25x75m, box, 72/box, 12 boxes/case	1			Govdeals.com
WTP					Glass microscope slide covers, box	9			Govdeals.com
WTP					9" porcelain dish	1			Govdeals.com
WTP					5.5" & 4.25" porcelain bowls with spout and handle	1			Govdeals.com
WTP					3.5" porcelain bowls with spout and handle	3			Govdeals.com
WTP					2" procelain filtering funnels	2			Govdeals.com
WTP					1.5" porcelain cups with perforated bottom	20			Govdeals.com
WTP					4" glass watchglasses	2			Govdeals.com
WTP					4" nesting porcelain weigh dishes	3			Govdeals.com
WTP					Metal Thimble Cups, Bag of 30	1			Govdeals.com
WTP					1000 mL flitering Flasks, box of 3	1			Govdeals.com
WTP					60 CC plastic syringes, individually wrapped	14			Govdeals.com
WTP					50 mL Erlenmeyer Flasks	10			Govdeals.com
WTP					125 mL Erlenmeyer Flasks	6			Govdeals.com
WTP					5 CC plastic syringes, individually wrapped, box of 62	1			Govdeals.com
WTP			Fisher		Glass disposable culture tunes, 16x125mm, 16 mL with threaded end, 1000/case	1			Govdeals.com
WTP					Connecting lass tubes, 12/box	2			Govdeals.com

WTP					10x75mm glass culture tubes, 1000/case	1			Govdeals.com
WTP					10x75mm glass culture tubes, 250/box	1			Govdeals.com
WTP					1 ounce medicine glasses, 12/case	5			Govdeals.com
WTP					Oil bunsen burners	3			Govdeals.com
WTP					100 mL volumetric flask with stoppers, 4/box	3			Govdeals.com
WTP					#32 glass stoppers, coin style top	22			Govdeals.com
WTP					Large glass stoppers, flat top, long stem	11			Govdeals.com
WTP					Medium glass stoppers, flat top, short stem, 25 mm	17			Govdeals.com
WTP					Medium glass stoppers, flat top, short stem, 30 mm	17			Govdeals.com
WTP					Large glass stoppers, flat top, short stem	5			Govdeals.com
WTP					10 mL volumetric flasks with stoppers	5			Govdeals.com
WTP					Wire test tube rack, holds 72 tubes up to 16 mm	3			Govdeals.com
WTP					Plastic rack, holds 50 tall tubes up to 16 mm	1			Govdeals.com
WTP					Plastic rack, holds 24 short tubes up to 30 mm	2			Govdeals.com
WTP					Nalgene rack, holds 40 tubes up to 20 mm	2			Govdeals.com
WTP					Coated metal rack, holds 40 tubes up to 20 mm	1			Govdeals.com
WTP					Nalgene rack, holds 24 tubes up to 30 mm	2			Govdeals.com
WTP					250 mL Erlynmeyer flasks	11			Govdeals.com
WTP					10 mL volumetric flaskes with stoppers	5			Govdeals.com
WTP					Glass tubes, 4' x 1/4"	15			Govdeals.com
WTP					Glass tubes, 4' x 3/8"	7			Govdeals.com
WTP					Glass tubes, 4' x 1/2"	5			Govdeals.com
WTP					Glass tubes, 4' x 5/16"	10			Govdeals.com
WTP						3			Govdeals.com
WTP					100 mL glass graduated cyliners with sidearm	1			Govdeals.com
WTP					250 mL glass cylinders - not graduated	5			Govdeals.com
WTP					100 mL glass graduated cylinders with top for stopper but no stoppers	2			Govdeals.com
WTP					~400 mL glass unmarked cylinder	1			Govdeals.com
PW	202	2005	Toyota	Prius	Mid Sze Car	1	JTDKB22U553031250		Govdeals.com
PW	343	2004	International	7400	Snow Plow Truck	1	1HTWDAAR44J091276	39736 ??	Govdeals.com
PW	343-P1	2004	Wasaw	HSP-4211-RHHW	Snow Plow	1	94170		Govdeals.com
PW	343-PW	2008	Flink	FELSA 85FP	Salter/ Pre Wet	1	SN-2123		Govdeals.com
PW	364	2008	International	7400	Snow Plow Truck	1	1HTWDAAR68J650820	35943 ??	Govdeals.com
PW	364-P1	2006	Wasaw	HSP-4211-RHHW	Snow Plow	1	00890-1		Govdeals.com
PW	364-S1	1999	Flink	VCT12DD	Salter/Saltspreader	1	1106		Govdeals.com
PW	216	2015	Chevy	G2500	Via Van	1	1GCWGFCFXF1235565	14051 ??	Govdeals.com
PW	PWB-VL4	1993	Globe	TP015	2 Post Lift Unit	1	9312530		Govdeals.com
PW	695	2007	Marker ICS	880XL	Concrete Saw Hydraulic	1	201607000072		Govdeals.com
PD	082-2017	2017	Ford	Escape	SUV	1	1FMCU9GD7HUD77892		Govdeals.com
PD	2017-085	2017	Ford	Escape	SUV	1	1FMCU9GD5HUD77891		Govdeals.com
PD	091-2021	2021	Ford	Explorer	SUV	1	1FM5K8AW9MNA15621		Govdeals.com
PD	095-2025	2025	Ford	Explorer	SUV	1	1FM5K8AW7SGA02349		Govdeals.com
PD	077	2013	Ford	Explorer	SUV	1	1FM5K8AW9MNA15621		Govdeals.com
PD	087	2018	Ford	Fusion	Mid Size Car	1	3FA6P0UU7JR265752		Govdeals.com
PD	073	2017	Ford	Escape	SUV	1	1FMCU9GD7HUD77889		Govdeals.com
PD	76-SURPLUS	2021	Ford	Explorer	SUV	1	1FM5K8AW0MNA15622		Govdeals.com
FD			Hurst		Spreaders	1	187485		Govdeals.com
FD			Hurst		Cutters	1	194348		Govdeals.com
FD			Honda	GXV	OHV Power Unit	1	CAN 006 662 862		Govdeals.com

Staff Report

Meeting Date: August 17, 2026

Staff Contact: Don Jensen, Water Plant Superintendent
Marianne Evangelista, Lead Water Plant Operator

Department: Public Works Department

Title: A Resolution Authorizing Award of the 2026 Water Treatment Facility Energy Efficiency Improvements Contract to Joseph J. Henderson & Son, Inc. of Gurnee, Illinois

Recommendation:
Staff recommends contract approval with Joseph J. Henderson & Son, Inc. of Gurnee, Illinois, for a not-to-exceed amount of $650,998.00 to furnish and install a Variable Frequency Drive (VFD) and premium efficiency 350 HP motor for the Water Treatment Plant.

Policy Consideration:
Variable Frequency Drives are used to adjust pump output to manage distribution system pressure and match water delivery to customers' demand. Precise pressure management is key to minimizing water main breaks. VFDs provide energy savings as motors can be operated at lower speeds during times of lower water demand. The new VFD will drive a new premium efficiency 350 horsepower High Service pump motor.

In August 2024, the City received an Illinois EPA Energy Efficiency grant in the amount of $328,000 for this project (80:20 match) and has applied to increase the grant amount to $500,000 (pending).

Following project design, in March 2026, the City solicited bids for this project. When the bids were to be opened, no bids were received. Prior to rebidding, City staff and the engineering firm, Strand Associates, Inc. (Strand), reached out to potential contractors in an effort to generate more interest.

On April 14, 2026, the City once more solicited bids for this project. The Department of Public Works received only one bid on April 30, 2026. As the lone bid by JJ Henderson & Sons (JJH) in the amount of $763,000 far exceeded the Strand project cost estimate as well as the project budget, Strand entered into 'Value Engineering' (VE) negotiations with JJH to find ways to reduce cost while delivering the desired project conforming to the grant agreement. The VE process reduced the cost to $591,816. Strand reviewed the proposed changes and recommended

acceptance of the revised bid.

The final recommended contract amount of $650,998 includes an estimated 10% contingency to cover any additional incidental expenses that may result due to unforeseen circumstances during construction.

This project is managed by the Public Works Department Water Production Division. Pertinent documents are available for review at the Department of Public Works, 1150 Half Day Rd., Highland Park, Illinois 60035.

Core Priorities:

Fiscal Stability

Funds have been allocated in the Water Fund capital budget for this project.

Attachments:

1. Resolution WTP Energy Eff
2. Bid Tab - WTP Energy Eff. Imp.
3. Highland Park - LOR and SOP Review - SAI 31JUL2026
4. JJ Henderson - Repost WTP Energy Eff. Imp. Contract.signed

CITY OF HIGHLAND PARK

RESOLUTION NO. R_____

A RESOLUTION APPROVING AWARD OF THE REPOST - 2026 WATER TREATMENT FACILITY ENERGY EFFICIENCY IMPROVEMENTS CONTRACT TO JOSEPH J. HENDERSON & SON, INC. OF GURNEE, ILLINOIS

WHEREAS, the City sought bids for the award of the Repost – 2026 Water Treatment Facility Energy Efficiency Improvements Contract (**"Contract"**), for furnishing and installing electrical, energy efficiency improvements at George B. Prindle Water Treatment Plant; and

WHEREAS, Joseph J. Henderson & Son, Inc. of Gurnee, Illinois (***"J.J. Henderson"***), was the low responsible bidder of the firms that submitted bid packages to the City; and

WHEREAS, the City Council has determined that entering into the Contract with J.J. Henderson will serve and be in the best interest of the City;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF HIGHLAND PARK, LAKE COUNTY, ILLINOIS, as follows:

SECTION ONE: RECITALS. The foregoing recitals are incorporated into, and made a part of, this Resolution as findings of the City Council.

SECTION TWO: AUTHORIZATION OF CONTRACT. The Contract by and between the City and J.J. Henderson shall be, and is hereby, authorized in substantially the form attached to this Resolution.

SECTION THREE: EXECUTION OF CONTRACT. The City Manager and the Deputy City Clerk shall be, and they are hereby, authorized and directed to execute and attest, on behalf of the City, the Contract upon receipt by the City Clerk of at least one original copy of the Contract executed by J.J. Henderson; provided, however, that if the executed copy of the Contract is not received by the City Clerk within 60 days after the effective date of this Resolution, then this authority to execute and attest shall, at the option of the City Council, be null and void.

SECTION FOUR: EFFECTIVE DATE. This Resolution shall be in full force and effect upon its passage and approval by a majority of the members of the City Council.

RFP Repost - Water Treatment Facility Energy Efficiency Improvements (#10143646)
Owner: Highland Park IL, City of
Solicitor: Highland Park IL, City of
04/30/2026 11:00 AM CDT

Section Title	Line Item	Item Code	Item Description	UofM	Quantity	Joseph J. Henderson & Son,	
						Unit Price	Extension
Base Bid							$ 763,000.00
	1	1	Water Treatment Facility Energy Efficiency Improvements	LSUM	1	$ 763,000.00	$ 763,000.00
Base Bid Total:							$ 763,000.00

STRAND ASSOCIATES®
Excellence in Engineering℠

Strand Associates, Inc.®
910 West Wingra Drive
Madison, WI 53715
(P) 608.251.4843
www.strand.com

July 31, 2026

Mr. Don Jensen, Water Treatment Plant Superintendent
City of Highland Park
1707 St. Johns Avenue
Highland Park, IL 60035

Re: Water Treatment Facility Energy Efficiency Improvements (Project)
Contract 1-2025
City of Highland Park, Illinois (City)

Dear Don,

Bids for the above-referenced Project were opened on April 30, 2026. One Bid was received, including a lump sum base Bid of $763,000. The Bid was greater than the ENGINEER's opinion of probable construction cost (OPCC).

Joseph J. Henderson & Son, Inc. (JJH) of Gurnee, Illinois, was deemed responsive by the City. Due to the difference in cost between the Bid and OPCC, the City was able to negotiate and value-engineer the Project, including a reduction in cost of $171,184, to maintain its funding commitment with the Illinois Environmental Protection Agency (IEPA) Bureau of Safety and Sustainability. The resulting Project lump sum base Bid, after value engineering deductions is $591,816.

Strand Associates, Inc.® (Strand) has previously worked with JJH on several projects for Central Lake County Joint Action Water Agency and the City of Lake Forest, Illinois, among others.

Given that the in-depth value engineering negotiations were successful to meet the overall intent and scope of this IEPA partially funded project, Strand recommends proceeding with award of the Contract in accordance with the City's Contract Documents if the City determines that JJH is a responsible Bidder after evaluation of their qualifications.

As the City executes the Contract Documents, please include and forward all insurance information for Strand's review with the City.

Please call me if you have any questions.

Sincerely,

STRAND ASSOCIATES, INC.®

Brian L. Hackman, P.E., P.H., BCEE

Enclosure

c: Mr. David Henderson, Jospeh J. Henderson & Son, Inc.

Strand Associates, Inc.®
910 West Wingra Drive
Madison, WI 53715
(P) 608.251.4843
www.strand.com

July 30, 2026

PROJECT: Water Treatment Plant Facility Efficiency Improvements
OWNER: City of Highland Park, Illinois
CONTRACT: 1-2025
CONTRACTOR: Joseph J. Henderson & Son, Inc.

Description of Change

1a	Value engineering changes.	(DEDUCT)	($171,184.00)
TOTAL VALUE OF THIS DEDUCTION:		(DEDUCT)	($171,184.00)

Contract Price Adjustment

Original Contract Price	$763,000.00
Previous Change Order Adjustments	$0.00
Adjustment in Contract Price	($171,184.00)
Current Contract Price	$591,816.00

Contract Final Completion Date Adjustment

Original Contract Final Completion Date	October 31, 2026
Contract Final Completion Date Adjustments due to previous Change Orders	0 Days
Contract Final Completion Date Adjustments due to this Change Order	0 Days
Current Final Contract Completion Dates including all Change Orders	October 31, 2026

This document shall become a supplement to the Contract and all provisions will apply hereto.

RECOMMENDED

ENGINEER–Strand Associates, Inc.® — July 31, 2026 Date

APPROVED

CONTRACTOR–Joseph J. Henderson & Son, Inc. — 8-11-2026 Date

APPROVED

JOSEPH J. HENDERSON & SON, INC.
GENERAL CONTRACTOR
ESTABLISHED 1928

4288 Old Grand Avenue
Gurnee, IL 60031
PH: 847-244-3222
FX: 847-244-2490

7-21-2026
Sent via email

Mr. Brian Hackman P.E., P.H., BCEE
Director of Practice-Water
Strand Associates Inc.

Re: Highland Park Energy Efficiency Project VE Cost Savings

Dear Mr. Hackman,

The following summarizes cost savings developed for the above reference project.

- Install Yaskawa FP605 Configured drive 350 HP, 460VAC, 414 Amps, NEMA 12 enclosure/65 Kaic breaker. Ethernet/IP dual port, start/stop, fault push buttons, speed pot. Made in America **Deduct of $38,702**
- Install 120/277v occupancy sensors in line with the circuit feeding the light fixtures. Remove timer switches within the room (some sensors might have to be added for full coverage) certain rooms will need timer switch due to moving machinery. Revised lighting controls to be shown in as-built drawings at completion of project. **Deduct of $8,802.00**
- Reuse portion of the existing feeders and cable tray serving the pump. **Deduct $20,966.00**
- Utilize Toshiba 350 HP, Horizontal, enclosed, fan-cooled, Open Drip Proof, 1800 RPM, 460 V, 449T,NEMA Premium Efficiency, w/o reverse ratchet motor instead of Ideal Electric Motor. Deduct of **$64,714.00**
- Delete Requirement for GC Supervision of work. Deduct of **$38,000.00**

The total of the above deductions is $171,184.00, bringing the total project cost to $591,816.00

Please contact me if you have any questions.

Thank you,

David Henderson
President

City of Highland Park
1150 Half Day Rd.
Highland Park, Illinois 60035
847.432.0807
cityhpil.com

Public Works Department

CONTRACT BETWEEN

City of Highland Park

and

JOSEPH J. HENDERSON & SON, INC.

for

REPOST - WATER TREATMENT FACILITY ENERGY EFFICIENCY IMPROVEMENTS

Project #10143646

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In consideration of the mutual promises set forth below, the CITY OF HIGHLAND PARK, 1150 Half Day Road, Highland Park, Illinois, 60035, a municipal corporation ("***Owner***"), and **Joseph J. Henderson, Inc., of Gurnee, Illinois**, ("***Contractor***"), make this Contract as of the 10 day of August, **2026**, and hereby agree as follows:

ARTICLE I
THE WORK

1.1 Performance of the Work

Contractor shall, at its sole cost and expense, provide, perform, and complete all of the following, all of which is herein referred to as the "Work":

1. Labor, Equipment, Materials, and Supplies. Provide, perform, and complete, in the manner described and specified in this Contract, all necessary work, labor, services, transportation, equipment, materials, apparatus, machinery, tools, fuels, gas, electric, water, waste disposal, information, data, and other means and items necessary to accomplish the Project at the Work Site, both as defined in Attachment A, in accordance with the specifications attached hereto as Attachment B, the drawings identified in the list attached hereto as Attachment C, and the Special Project Requirements attached hereto as Attachment D.

2. Permits. Except as otherwise provided in Attachment A, procure and furnish all permits, licenses, and other governmental approvals and authorizations necessary in connection therewith.

3. Bonds and Insurance. Procure and furnish all Bonds and all certificates and policies of insurance specified in this.

4. Taxes. Pay all applicable federal, state, and local taxes.

5. Miscellaneous. Do all other things required of Contractor by this Contract, including, without limitation, arranging for utility and other services needed for the work and for testing, including the installation of temporary utility lines, wiring, switches, fixtures, hoses, connections, and meters, and providing sufficient sanitary conveniences and shelters to accommodate all workers and all personnel of Owner engaged in the Work.

6. Quality. Provide, perform and complete all of the foregoing in a proper and workmanlike manner, consistent with the highest standards of professional and construction practices and in full compliance with, and as required by or pursuant to, this Contract, and with the greatest economy, efficiency, and expedition consistent therewith, with only new, undamaged and first quality equipment, materials, and supplies.

1.2 Commencement and Completion Dates

Contractor shall commence the Work not later than the "Commencement Date" set forth on Attachment A and shall diligently and continuously prosecute the Work at such a rate as will allow the Work to be fully provided, performed, and completed in full compliance with this Contract not later than the "Completion Date" set forth in Attachment A. The time of commencement, rate of progress, and time of completion are referred to in this Contract as the "Contract Time."

1.3 Required Submittals

A. Submittals Required. Contractor shall submit to Owner all documents, data, and information specifically required to be submitted by Contractor under this Contract and shall, in addition, submit to Owner all such drawings, specifications, descriptive information, and engineering documents, data, and information as may be required, or as may be requested by Owner, to show the details of the Work, including a complete description of all equipment, materials, and supplies to be provided under this

Contract ("***Required Submittals***"). Such details shall include, but shall not be limited to, design data, structural and operating features, principal dimensions, space required or provided, clearances required or provided, type and brand of finish, and all similar matters, for all components of the Work.

B. Number and Format. Contractor shall provide three complete sets for each Required Submittal. All Required Submittals, except drawings, shall be prepared on 8-1/2 inch by 11-inch paper. Two blue line prints and one sepia transparency of each drawing shall be provided. All prints of drawings shall be folded to 8-1/2 inches by 11 inches, or less. All drawings shall be clearly marked in the lower right-hand corner with the names of Owner and Contractor.

C. Time of Submission and Owner's Review. All Required Submittals shall be provided to Owner no later than the time, if any, specified in this Contract for their submission or, if no time for submission is specified, in sufficient time, in Owner's sole opinion, to permit Owner to review the same prior to the commencement of the part of the Work to which they relate and prior to the purchase of any equipment, materials, or supplies that they describe. Owner shall have the right to require such corrections as may be necessary to make such submittals conform to this Contract. All such submittals shall, after final processing and review with no exception noted by Owner, become a part of this Contract. No Work related to any submittal shall be performed by Contractor until Owner has completed review of such submittal with no exception noted. Owner's review and stamping of any Required Submittal shall be for the sole purpose of examining the general management, design, and details of the proposed Work, shall not relieve Contractor of the entire responsibility for the performance of the Work in full compliance with, and as required by or pursuant to this Contract, and shall not be regarded as any assumption of risk or liability by Owner.

D. Responsibility for Delay. Contractor shall be responsible for any delay in the Work due to delay in providing Required Submittals conforming to this Contract.

1.4 Review and Interpretation of Contract Provisions

Contractor represents and warrants that it has carefully reviewed this Contract, including all of its Attachments, and the drawings identified in Attachment C, all of which are by this reference incorporated into and made a part of this Contract. Contractor shall, at no increase in the Contract Price, provide workmanship, equipment, materials, and supplies that fully conform to this Contract. Whenever any equipment, materials or supplies are specified or described in this Contract by using the name or other identifying feature of a proprietary product or the name or other identifying feature of a particular manufacturer or vendor, the specific item mentioned shall be understood as establishing the type, function and quality desired. Other manufacturers' or vendors' products may be accepted, provided that the products proposed are equivalent in substance and function to those named as determined by Owner in its sole and absolute discretion.

Contractor shall promptly notify Owner of any discrepancy, error, omission, ambiguity, or conflict among any of the provisions of this Contract before proceeding with any Work affected thereby. If Contractor fails to give such notice to Owner, then the subsequent decision of Owner as to which provision of this Contract shall govern shall be final, and any corrective work required shall not entitle Contractor to any damages, to any compensation in excess of the Contract Price, or to any delay or extension of the Contract Time.

When the equipment, materials, or supplies furnished by Contractor cannot be installed as specified in this Contract, Contractor shall, without any increase in the Contract Price, make all modifications required to properly install the equipment, materials, or supplies. Any such modification shall be subject to the prior review and consent of Owner.

1.5 Conditions at the Work Site; Record Drawings

Contractor represents and warrants that it has had a sufficient opportunity to conduct a thorough investigation of the Work Site and the surrounding area and has completed such investigation to its satisfaction. Contractor shall have no claim for damages, for compensation in excess of the Contract Price, or for a delay or extension of the Contract Time based upon conditions found at, or in the vicinity of, the Work Site. 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 investigations is or has been provided by Owner, or is or has been otherwise made available to Contractor by Owner, such information is or has been provided or made available solely for the convenience of Contractor and is not part of this Contract. Owner assumes no responsibility whatever in respect to the sufficiency or accuracy of 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 the conditions indicated may not change, or that unanticipated conditions may not be present.

Contractor shall be solely responsible for locating all existing underground installations by prospecting no later than two workdays prior to any scheduled excavation or trenching, whichever is earlier. Contractor shall check all dimensions, elevations, and quantities indicated in this Contract within the same time period as set forth above for prospecting underground installations. Contractor shall lay out the Work in accordance with this Contract and shall establish and maintain such locations, lines, and levels. Wherever pre-existing work is encountered, Contractor shall verify and be responsible for dimensions and location of such pre-existing work. Contractor shall notify Owner of any discrepancy between the dimensions, elevations, and quantities indicated in this Contract and the conditions of the Work Site or any other errors, omissions or discrepancies which Contract may discover during such inspections. Full instructions will be furnished by Owner should such error, omission, or discrepancy be discovered, and Contractor shall carry out such instructions as if originally specified and without any increase in Contract Price.

Before Final Acceptance of the Work, Contractor shall submit to Owner two sets of Drawings of Record, unless a greater number is specified elsewhere in this Contract, indicating al field deviations from Attachment B or the drawings identified in Attachment C.

1.6 Technical Ability to Perform

Contractor represents and warrants that it is sufficiently experienced and competent, and has the necessary capital, facilities, plant, organization, and staff, to provide, perform, and complete the Work in full compliance with, and as required by or pursuant to, this Contract.

1.7 Financial Ability to Perform

Contractor represents and warrants that it is financially solvent, and Contractor has the financial resources necessary to provide, perform, and complete the Work in full compliance with, and as required by or pursuant to, this Contract.

1.8 Time

Contractor represents and warrants that it is ready, willing, able and prepared to begin the Work on the Commencement Date and that the Contract Time is sufficient time to permit completion of the Work in full compliance with, and as required by or pursuant to, this Contract for the Contract Price, all with due regard to all natural and man-made conditions that may affect the Work or the Work Site and all difficulties, hindrances, and delays that may be incident to the Work. Specifically, and without limitation of the foregoing, Contractor acknowledges and agrees that Contractor shall be responsible for completion of all Work within the Contract Time, notwithstanding any strike or other work stoppage by employees of either Contractor or of Owner.

1.9 Safety at the Work Site

Contractor shall be solely and completely responsible for providing and maintaining safe conditions at the Work Site, including the safety of all persons and property during performance of the Work. This requirement shall apply continuously and shall not be limited to normal working hours. Contractor shall take all safety precautions as shall be necessary to comply with all applicable laws and to prevent injury to persons and damage to property.

Contractor shall conduct all of its operations without interruption or interference with vehicular and pedestrian traffic on public and private rights-of-way, unless it has obtained permits therefore from the proper authorities. If any public or private right-of-way shall be rendered unsafe by Contractor's operations, Contractor shall make such repairs or provide such temporary ways or guards as shall be acceptable to the proper authorities.

1.10 Cleanliness of the Work Site and Environs

Contractor shall keep the Work Site and adjacent areas clean at all times during performance of the Work and shall, upon completion of the Work, leave the Work Site and adjacent areas in a clean and orderly condition.

1.11 Damage to the Work, the Work Site, and Other Property

The Work and everything pertaining thereto shall be provided, performed, completed, and maintained at the sole risk and cost of Contractor from the Commencement Date until Final Payment. Contractor shall be fully responsible for the protection of all public and private property and all persons. Without limiting the foregoing, Contractor shall, at its own cost and expense, provide all permanent and temporary shoring, anchoring and bracing required by the nature of the Work in order to make all parts absolutely stable and rigid, even when such shoring, anchoring and bracing is not explicitly specified, and support and protect all buildings, bridges, roadways, conduits, wires, water pipes, gas pipes, sewers, pavements, curbs, sidewalks, fixtures and landscaping of all kinds and all other public or private property that may be encountered or endangered in providing, performing and completing the Work. Contractor shall have no claim against Owner because of any damage or loss to the Work or to Contractor's equipment, materials, or supplies from any cause whatsoever, including damage or loss due to simultaneous work by others. Contractor shall, promptly and without charge to Owner, repair or replace, to the satisfaction of Owner, any damage done to, and any loss suffered by, the Work and any damage done to, and any loss suffered by, the Work Site or other property as a result of the Work. Notwithstanding any other provision of this Contract, Contractor's obligations under this Section shall exist without regard to, and shall not be construed to be waived by, the availability or unavailability of any insurance, either of Owner or Contractor, to indemnify, hold harmless, or reimburse Contractor for the cost of any repair or replacement work required by this Section.

1.12 Subcontractors and Suppliers

A. Approval and Use of Subcontractors and Suppliers. Contractor shall perform the Work with its own personnel and under the management, supervision, and control of its own organization unless otherwise approved by Owner in writing. All subcontractors, suppliers, and subcontracts used by Contractor shall be acceptable to, and approved in advance by, Owner. Owner's approval of any subcontractor, supplier, and subcontract shall not relieve Contractor of full responsibility and liability for the provision, performance, and completion of the Work in full compliance with, and as required by or pursuant to, this Contract. All Work performed under any subcontract shall be subject to all of the provisions of this Contract in the same manner as if performed by employees of Contractor. Every reference in this Contract to "Contractor" shall be deemed also to refer to all subcontractors and suppliers of Contractor. Every subcontract shall include a provision binding the subcontractor or supplier to all provisions of this Contract.

B. Removal of Subcontractors and Suppliers. If any subcontractor or supplier fails to perform the part of the Work undertaken by it in a manner satisfactory to Owner, Contractor shall immediately upon

notice from Owner terminate such subcontractor or supplier. Contractor shall have no claim for damages, for compensation in excess of the Contract Price, or for a delay or extension of the Contract Time as a result of any such termination.

1.13 Simultaneous Work By Others

Owner shall have the right to perform or have performed such other work, as Owner may desire in, about, or near the Work Site during the performance of the Work by Contractor. Contractor shall make every reasonable effort to perform the Work in such manner as to enable both the Work and such other work to be completed without hindrance or interference from each other. Contractor shall afford Owner and other contractors reasonable opportunity for the execution of such other work and shall properly coordinate the Work with such other work.

1.14 Occupancy Prior to Final Payment

Owner shall have the right, at its election, to occupy, use, or place in service any part of the Work prior to Final Payment. Such occupancy, use, or placement in service shall be conducted in such manner as not to damage any of the Work or to unreasonably interfere with the progress of the Work. No such occupancy, use, or placement in service shall be construed as an acceptance of any of the Work or a release or satisfaction of Contractor's duty to insure and protect the Work, not shall it, unless conducted in an unreasonable manner, be considered as an interference with Contractor's provision, performance, or completion of the Work.

1.15 Owner's Right to Terminate or Suspend Work for Convenience

A. Termination or Suspension for Convenience. Owner shall have the right, for its convenience, to terminate or suspend the Work in whole or in part at any time by written notice to Contractor. Every such notice shall state the extent and effective date of such termination or suspension. On such effective date, Contractor shall, as and to the extent directed, stop Work under this Contract, cease all placement of further orders or subcontracts, terminate or suspend Work under existing orders and subcontracts, cancel any outstanding orders or subcontracts that may be cancelled, and take any action necessary to protect any property in its possession in which Owner has or may acquire any interest and to dispose of such property in such manner as may be directed by Owner.

B. Payment for Completed Work. In the event of any termination pursuant to Subsection 1.15A above, Owner shall pay Contractor (1) such direct costs, excluding overhead, as Contractor shall have paid or incurred for all Work done in compliance with, and as required by or pursuant to, this Contract up to the effective date of termination together with ten percent of such costs for overhead and profit; and (2) such other costs pertaining to the Work, exclusive of overhead and profit, as Contractor may have reasonably and necessarily incurred as the result of such termination. Any such payment shall be offset by any prior payment or payments and shall be subject to Owner's rights to withhold and deduct as provided in this Contract.

ARTICLE II
CHANGES AND DELAYS

2.1 Changes

Owner shall have the right, by written order executed by Owner, to make changes in the Contract, the Work, the Work Site, and the Contract Time ("***Change Order***"). If any Change Order causes an increase or decrease in the amount of the Work, an equitable adjustment in the Contract Price or Contract Time may be made. All claims by Contractor for an equitable adjustment in either the Contract Price or the Contract Time shall be made within two business days following receipt of such Change Order, and shall, if not made prior to such time, be conclusively deemed to have been waived. No decrease in the amount of the

Work caused by any Change Order shall entitle Contractor to make any claim for damages, anticipated profits, or other compensation.

2.2 Delays

A. Extensions for Unavoidable Delays. For any delay that may result from causes that could not be avoided or controlled by Contractor, Contractor shall, upon timely written application, be entitled to issuance of a Change Order providing for an extension of the Contract Time for a period of time equal to the delay resulting from such unavoidable cause. No extension of the Contract Time shall be allowed for any other delay in completion of the Work.

B. No Compensation for Delays. No payment, compensation, damages, or adjustment of any kind, other than the extension of the Contract Time provided in Subsection 2.2A above, shall be made to, or claimed by, Contractor because of hindrances or delays from any cause in the commencement, prosecution, or completion of the Work, whether caused by Owner or any other party and whether avoidable or unavoidable.

ARTICLE III

CONTRACTOR'S RESPONSIBILITY FOR DEFECTIVE WORK

3.1 Inspection; Testing; Correction of Defects

A. Inspection. Until Final Payment, all parts of the Work shall be subject to inspection and testing by Owner or its designated representatives. Contractor shall furnish, at its own expense, all reasonable access, assistance, and facilities required by Owner for such inspection and testing.

B. Re-Inspection. Re-inspection and re-testing of any Work may be ordered by Owner at any time, and, if so ordered, any covered or closed Work shall be uncovered or opened by Contractor. If the Work is found to be in full compliance with this Contract, then Owner shall pay the cost of uncovering, opening, re-inspecting, or re-testing, as the case may be. If such Work is not in full compliance with this Contract, then Contractor shall pay such cost.

C. Correction. Until Final Payment, Contractor shall, promptly and without charge, repair, correct, or replace all or any part of the Work that is defective, damaged, flawed, or unsuitable or that in any way fails to conform strictly to the requirements of this Contract.

3.2 Warranty of Work

A. Scope of Warranty. Contractor warrants that the Work and all of its components shall be free from defects and flaws in design, workmanship, and materials; shall strictly conform to the requirements of this Contract; and shall be fit, sufficient, and suitable for the purposes expressed in, or reasonably inferred from, this Contract. The warranty herein expressed shall be in addition to any other warranties expressed in this Contract, or expressed or implied by law, which are hereby reserved unto Owner.

B. Repairs; Extension of Warranty. Contractor shall, promptly and without charge, correct any failure to fulfill the above warranty that may be discovered or develop at any time within one year after Final Payment or such longer period as may be prescribed in Attachment B or Attachment D to this Contract or by law. The above warranty shall be extended automatically to cover all repaired and replacement parts and labor provided or performed under such warranty and Contractor's obligation to correct Work shall be extended for a period of one year from the date of such repair or replacement. The time period established in this Subsection 3.2B relates only to the specific obligation of Contractor to correct Work and shall not be construed to establish a period of limitation with respect to other obligations that Contractor has under this Contract.

C. Subcontractor and Supplier Warranties. Whenever Attachment B or Attachment D requires a subcontractor or supplier to provide a guaranty or warranty, Contractor shall be solely responsible

for obtaining said guaranty or warranty in form satisfactory to Owner and assigning said warranty or guaranty to Owner. Acceptance of any assigned warranties or guaranties by Owner shall be a precondition to Final Payment and shall not relieve Contractor of any of its guaranty or warranty obligations under this Contract.

3.3 Owner's Right to Correct

If, within two business days after Owner gives Contractor notice of any defect, damage, flaw, unsuitability, nonconformity, or failure to meet warranty subject to correction by Contractor pursuant to Section 3.1 or Section 3.2 of this Contract, Contractor neglects to make, or undertake with due diligence to make, the necessary corrections, then Owner shall be entitled to make, either with its own forces or with contract forces, the corrections and to recover from Contractor all resulting costs, expenses, losses, or damages, including attorneys' fees and administrative expenses.

ARTICLE IV
FINANCIAL ASSURANCES

4.1 Bonds

Contemporaneous with Contractor's execution of this Contract, Contractor shall provide a Performance Bond and a Labor and Material Payment Bond, on forms provided by, or otherwise acceptable 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, each in the penal sum of the Contract Price ("***Bonds***"). Contractor shall, at all times while providing, performing, or completing the Work, including, without limitation, at all times while correcting any failure to meet warranty pursuant to Section 3.2 of this Contract, maintain and keep in force, at Contractor's expense, the Bonds required hereunder.

4.2 Insurance

Contemporaneous with Contractor's execution of this Contract, Contractor shall provide certificates and policies of insurance evidencing the minimum insurance coverage and limits set forth in Attachment A. For good cause shown, Owner may extend the time for submission of the required policies of insurance upon such terms, and with such assurances of complete and prompt performance, as Owner may impose in the exercise of its sole discretion. Such policies shall be in a form, and from companies, acceptable to Owner. Such insurance shall provide that no change, modification in, or cancellation of any insurance shall become effective until the expiration of 30 days after written notice thereof shall have been given by the insurance company to Owner. Contractor shall, at all times while providing, performing, or completing the Work, including, without limitation, at all times while correcting any failure to meet warranty pursuant to Section 3.2 of this Contract, maintain and keep in force, at Contractor's expense, the minimum insurance coverage and limits set forth in Attachment A.

4.3 Indemnification

Contractor shall indemnify, save harmless, and defend Owner against any and all lawsuits, claims, demands, damages, liabilities, losses, and expenses, including attorneys' fees and administrative expenses, that may arise, or be alleged to have arisen, out of or in connection with Contractor's performance of, or failure to perform, the Work or any part thereof, whether or not due or claimed to be due in whole or in part to the active, passive, or concurrent negligence or fault of Contractor, except to the extent caused by the sole negligence of Owner.

ARTICLE V
PAYMENT

5.1 Contract Price

Owner shall pay to Contractor, in accordance with and subject to the terms and conditions set forth in this Article V and Attachment A, and Contractor shall accept in full satisfaction for providing, performing, and completing the Work, the amount or amounts set forth in Attachment A ("***Contract Price***"), subject to any additions, deductions, or withholdings provided for in this Contract.

5.2 Taxes and Benefits

Owner is exempt from and shall not be responsible to pay, or reimburse Contractor for, any state or local sales, use, or excise taxes. The Contract Price includes 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. All claim or right to claim additional compensation by reason of the payment of any such tax, contribution, or premium is hereby waived and released by Contractor.

5.3 Progress Payments

A. Payment in Installments. The Contract Price shall be paid in monthly installments in the manner set forth in Attachment A ("***Progress Payments***").

B. Pay Requests. Contractor shall, as a condition precedent to its right to receive each Progress Payment, submit to Owner a pay request in the form provided by Owner ("***Pay Request***"). The first Pay Request shall be submitted not sooner than 60 days following commencement of work. Owner may, by written notice to Contractor, designate a specific day of each month on or before which Pay Requests must be submitted. Each Pay Request shall include (a) Contractor's certification of the value of, and partial or final waivers of lien covering, all Work for which payment is then requested and (b) Contractor's certification that all prior Progress Payments have been properly applied to the payment or reimbursement of the costs with respect to which they were paid.

C. Work Entire. This Contract and the Work are entire and the Work as a whole is of the essence of this Contract. Notwithstanding any other provision of this Contract, each and every part of this Contract and of the Work are interdependent and common to one another and to Owner's obligation to pay all or any part of the Contract Price or any other consideration for the Work. Any and all Progress Payments made pursuant to this Article are provided merely for the convenience of Contractor and for no other purpose.

5.4 Final Acceptance and Final Payment

A. Notice of Completion. When the Work has been completed and is ready in all respects for acceptance by Owner, Contractor shall notify Owner and request a final inspection ("***Notice of Completion***"). Contractor's Notice of Completion shall be given sufficiently in advance of the Completion Date to allow for scheduling of the final inspection and for completion or correction before the Completion Date of any items identified by such inspection as being defective, damaged, flawed, unsuitable, nonconforming, incomplete, or otherwise not in full compliance with, or as required by or pursuant to, this Contract ("***Punch List Work***").

B. Punch List and Final Acceptance. The Work shall be finally accepted when, and only when, the whole and all parts thereof shall have been completed to the satisfaction of Owner in full compliance with, and as required by or pursuant to, this Contract. Upon receipt of Contractor's Notice of Completion, Owner shall make a review of the Work and notify Contractor in writing of all Punch List Work, if any, to be completed or corrected. Following Contractor's completion or correction of all Punch List Work, Owner shall make another review of the Work and prepare and deliver to Contractor either a

written notice of additional Punch List Work to be completed or corrected or a written notice of final acceptance of the Work ("***Final Acceptance***").

C. Final Payment. As soon as practicable after Final Acceptance, but in no event later than 30 days after Final Acceptance, Contractor shall submit to Owner a properly completed final Pay Request in the form provided by Owner ("***Final Pay Request***"), which Final Pay Request shall include, without limitation: (i) all final waivers of lien, consistent with the requirements set forth in Section 5.5B of this Contract; and (ii) all final certified payrolls, as required pursuant to Section 7.11B of this Contract. Owner shall pay to Contractor the balance of the Contract Price, after deducting there from all charges against Contractor as provided for in this Contract ("***Final Payment***"). Final Payment shall be made not later than 60 days after Owner approves the Final Pay Request. The acceptance by Contractor of Final Payment shall operate as a full and complete release of Owner of and from any and all lawsuits, claims, demands, damages, liabilities, losses, and expenses of, by, or to Contractor for anything done, furnished for, arising out of, relating to, or in connection with the Work or for or on account of any act or neglect of Owner arising out of, relating to, or in connection with the Work.

5.5 Liens

A. Title. Nothing in this Contract shall be construed as vesting in Contractor any right of property in any equipment, materials, supplies, and other items provided under this Contract after they have been installed in, incorporated into, attached to, or affixed to, the Work or the Work Site. All such equipment, materials, supplies, and other items shall, upon being so installed, incorporated, attached or affixed, become the property of Owner, but such title shall not release Contractor from its duty to insure and protect the Work in accordance with the requirements of this Contract.

B. Waivers of Lien. Contractor shall, from time to time at Owner's request and in any event prior to Final Payment, furnish to Owner such receipts, releases, affidavits, certificates, and other evidence as may be necessary to establish, to the reasonable satisfaction of Owner, that no lien against the Work or the public funds held by Owner exists in favor of any person whatsoever for or by reason of any equipment, material, supplies, or other item furnished, labor performed, or other thing done in connection with the Work or this Contract ("***Lien***") and that no right to file any Lien exists in favor of any person whatsoever.

C. Removal of Liens. If at any time any notice of any Lien is filed, then Contractor shall, promptly and without charge, discharge, remove, or otherwise dispose of such Lien. Until such discharge, removal, or disposition, Owner shall have the right to retain from any money payable hereunder an amount that Owner, in its sole judgment, deems necessary to satisfy such Lien and to pay the costs and expenses, including attorneys' fees and administrative expenses, of any actions brought in connection therewith or by reason thereof.

D. Protection of Owner Only. This Section shall not operate to relieve Contractor's surety or sureties from any of their obligations under the Bonds, nor shall it be deemed to vest any right, interest, or entitlement in any subcontractor or supplier. Owner's retention of funds pursuant to this Section shall be deemed solely for the protection of its own interests pending removal of such Liens by Contractor, and Owner shall have no obligation to apply such funds to such removal but may, nevertheless, do so where Owner's interests would thereby be served.

5.6 Deductions

A. Owner's Right to Withhold. Notwithstanding any other provision of this Contract and without prejudice to any of Owner's other rights or remedies, Owner shall have the right at any time or times, whether before or after approval of any Pay Request, to deduct and withhold from any Progress or Final Payment that may be or become due under this Contract such amount as may reasonably appear necessary to compensate Owner for any actual or prospective loss due to: (1) Work that is defective, damaged, flawed, unsuitable, nonconforming, or incomplete; (2) damage for which Contractor is liable under this Contract; (3) state or local sales, use, or excise taxes from which Owner is exempt; (4) Liens or

claims of Lien regardless of merit; (5) claims of subcontractors, suppliers, or other persons regardless of merit; (6) delay in the progress or completion of the Work; (7) inability of Contractor to complete the Work; (8) failure of Contractor to properly complete or document any Pay Request; (9) any other failure of Contractor to perform any of its obligations under this Contract; or (10) the cost to Owner, including attorneys' fees and administrative costs, of correcting any of the aforesaid matters or exercising any one or more of Owner's remedies set forth in Section 6.3 of this Contract.

B. Use of Withheld Funds. Owner shall be entitled to retain any and all amounts withheld pursuant to Subsection 5.6A above until Contractor shall have either performed the obligations in question or furnished security for such performance satisfactory to Owner. Owner shall be entitled to apply any money withheld or any other money due Contractor under this Contract to reimburse itself for any and all costs, expenses, losses, damages, liabilities, suits, judgments, awards, attorneys' fees and administrative expenses incurred, suffered, or sustained by Owner and chargeable to Contractor under this Contract.

ARTICLE VI
DISPUTES AND REMEDIES

6.1 Dispute Resolution Procedure

A. Notice of Disputes and Objections. If Contractor disputes or objects to any requirement, direction, instruction, interpretation, determination, or decision of Owner, Contractor may notify Owner in writing of its dispute or objection and of the amount of any equitable adjustment to the Contract Price or Contract Time to which Contractor claims it will be entitled as a result thereof; provided, however, that Contractor shall, nevertheless, proceed without delay to perform the Work as required, directed, instructed, interpreted, determined, or decided by Owner, without regard to such dispute or objection. Unless Contractor so notifies Owner within two business days after receipt of such requirement, direction, instruction, interpretation, determination, or decision, Contractor shall be conclusively deemed to have waived all such disputes or objections and all claims based thereon.

B. Negotiation of Disputes and Objections. To avoid and settle without litigation any such dispute or objection, Owner and Contractor agree to engage in good faith negotiations. Within three business days after Owner's receipt of Contractor's written notice of dispute or objection, a conference between Owner and Contractor shall be held to resolve the dispute. Within three business days after the end of the conference, Owner shall render its final decision, in writing, to Contractor. If Contractor objects to the final decision of Owner, then it shall, within three business days, give Owner notice thereof and, in such notice, shall state its final demand for settlement of the dispute. Unless Contractor so notifies Owner, Contractor shall be conclusively deemed (1) to have agreed to and accepted Owner's final decision and (2) to have waived all claims based on such final decision.

6.2 Contractor's Remedies

If Owner fails or refuses to satisfy a final demand made by Contractor pursuant to Section 6.1 of this Contract, or to otherwise resolve the dispute which is the subject of such demand to the satisfaction of Contractor, within ten days following receipt of such demand, then Contractor shall be entitled to pursue such remedies, not inconsistent with the provisions of this Contract, as it may have in law or equity.

6.3 Owner's Remedies

If it should appear at any time prior to Final Payment that Contractor has failed or refused to prosecute, or has delayed in the prosecution of, the Work with diligence at a rate that assures completion of the Work in full compliance with the requirements of this Contract on or before the Completion Date, or has attempted to assign this Contract or Contractor's rights under this Contract, either in whole or in part, or has falsely made any representation or warranty in this Contract, or has otherwise failed, refused, or delayed to perform or satisfy any other requirement of this Contract or has failed to pay its debts as they come due ("***Event of Default***"), and has failed to cure any such Event of Default within five business days

after Contractor's receipt of written notice of such Event of Default, then Owner shall have the right, at its election and without prejudice to any other remedies provided by law or equity, to pursue any one or more of the following remedies:

1. Owner may require Contractor, within such reasonable time as may be fixed by Owner, to complete or correct all or any part of the Work that is defective, damaged, flawed, unsuitable, nonconforming, or incomplete; to remove from the Work Site any such Work; to accelerate all or any part of the Work; and to take any or all other action necessary to bring Contractor and the Work into strict compliance with this Contract.

2. Owner may perform or have performed all Work necessary for the accomplishment of the results stated in Paragraph 1 above and withhold or recover from Contractor all the cost and expense, including attorneys' fees and administrative costs, incurred by Owner in connection therewith.

3. Owner may accept the defective, damaged, flawed, unsuitable, nonconforming, incomplete, or dilatory Work or part thereof and make an equitable reduction in the Contract Price.

4. Owner may terminate this Contract without liability for further payment of amounts due or to become due under this Contract.

5. Owner may, without terminating this Contract, terminate Contractor's rights under this Contract and, for the purpose of completing or correcting the Work, evict Contractor and take possession of all equipment, materials, supplies, tools, appliances, plans, specifications, schedules, manuals, drawings, and other papers relating to the Work, whether at the Work Site or elsewhere, and either complete or correct the Work with its own forces or contracted forces, all at Contractor's expense.

6. Upon any termination of this Contract or of Contractor's rights under this Contract, and at Owner's option exercised in writing, any or all subcontracts and supplier contracts of Contractor shall be deemed to be assigned to Owner without any further action being required, but Owner shall not thereby assume any obligation for payments due under such subcontracts and supplier contracts for any Work provided or performed prior to such assignment.

7. Owner may withhold from any Progress Payment or Final Payment, whether or not previously approved, or may recover from Contractor, any and all costs, including attorneys' fees and administrative expenses, incurred by Owner as the result of any Event of Default or as a result of actions taken by Owner in response to any Event of Default.

8. Owner may recover any damages suffered by Owner.

6.4 Owner's Special Remedy for Delay

If the Work is not completed by Contractor, in full compliance with, and as required by or pursuant to, this Contract, within the Contract Time as such time may be extended by Change Order, then Owner may invoke its remedies under Section 6.3 of this Contract or may, in the exercise of its sole and absolute discretion, permit Contractor to complete the Work but charge to Contractor, and deduct from any Progress or Final Payments, whether or not previously approved, administrative expenses and costs for each day completion of the Work is delayed beyond the Completion Date, computed on the basis of the "Per Diem Administrative Charge" set forth in Attachment A, as well as any additional damages caused by such delay.

6.5 Terminations and Suspensions Deemed for Convenience

Any termination or suspension of Contractor's rights under this Contract for an alleged default that is ultimately held unjustified shall automatically be deemed to be a termination or suspension for the convenience of Owner under Section 1.15 of this Contract.

ARTICLE VII
LEGAL RELATIONSHIPS AND REQUIREMENTS

7.1 Binding Effect

This Contract shall be binding upon Owner and Contractor and upon their respective heirs, executors, administrators, personal representatives, and permitted successors and assigns. Every reference in this Contract to a party shall also be deemed to be a reference to the authorized officers, employees, agents, and representatives of such party.

7.2 Relationship of the Parties

Contractor shall act as an independent contractor in providing and performing the Work. Nothing in, nor done pursuant to, this Contract shall be construed (1) to create the relationship of principal and agent, partners, or joint ventures between Owner and Contractor or (2) except as provided in Paragraph 6.3(6) above, to create any relationship between Owner and any subcontractor or supplier of Contractor.

7.3 No Collusion

Contractor hereby represents that the only persons, firms, or corporations interested in this Contract as principals are those disclosed to Owner prior to the execution of this Contract, and that this Contract is made without collusion with any other person, firm, or corporation. If at any time it shall be found that Contractor has, in procuring this Contract, colluded with any other person, firm, or corporation, then Contractor shall be liable to Owner for all loss or damage that Owner may suffer thereby, and this Contract shall, at Owner's option, be null and void.

7.4 Assignment

Contractor shall not (1) assign this Contract in whole or in part, (2) assign any of Contractor's rights or obligations under this Contract, or (3) assign any payment due or to become due under this Contract without the prior express written approval of Owner, which approval may be withheld in the sole and unfettered discretion of Owner; provided, however, that Owner's prior written approval shall not be required for assignments of accounts, as defined in the Illinois Commercial Code, if to do so would violate Section 9-318 of the Illinois Commercial Code, 810 ILCS 5/9-318. Owner may assign this Contract, in whole or in part, or any or all of its rights or obligations under this Contract, without the consent of Contractor.

7.5 Confidential Information

All information supplied by Owner to Contractor for or in connection with this Contract or the Work shall be held confidential by Contractor and shall not, without the prior express written consent of Owner, be used for any purpose other than performance of the Work.

7.6 No Waiver

No examination, inspection, investigation, test, measurement, review, determination, decision, certificate, or approval by Owner, nor any order by Owner for the payment of money, nor any payment for, or use, occupancy, possession, or acceptance of, the whole or any part of the Work by Owner, nor any extension of time granted by Owner, nor any delay by Owner in exercising any right under this Contract, nor any other act or omission of Owner shall constitute or be deemed to be an acceptance of any defective, damaged, flawed, unsuitable, nonconforming or incomplete Work, equipment, materials, or supplies, nor operate to waive or otherwise diminish the effect of any warranty or representation made by Contractor; or of any requirement or provision of this Contract; or of any remedy, power, or right of Owner.

7.7 No Third Party Beneficiaries

No claim as a third party beneficiary under this Contract by any person, firm, or corporation other than Contractor shall be made, or be valid, against the Owner or the Contractor.

7.8 Notices

All notices required or permitted to be given under this Contract shall be in writing and shall be delivered (i) personally, (ii) by a reputable overnight courier or (iii) by certified mail, return receipt requested, and deposited in the U.S. mail, postage prepaid. Unless otherwise expressly provided in this Agreement, notices shall be deemed received upon the earlier of (a) actual receipt; (b) one business day after deposit with an overnight courier as evidenced by a receipt of deposit; or (c) three business days following deposit in the U.S. mail, as evidenced by a return receipt. By notice complying with the requirements of this Section, each party shall have the right to change the address or addressee, or both, for all future notices and communications to the other party but no notice of a change of address or addressee shall be effective until actually received. Notices and communications to the Owner shall be addressed to, and delivered at, the following address:

City of Highland Park
1150 Half Day Road
Highland Park, IL 60035
Attention: Ron Bannon, Public Works Director

With a copy to: Elrod Friedman, LLP.
350 North Clark Street, Second Floor
Chicago, Illinois 60654
Attention: Steven M. Elrod, Corporation Counsel

Notices and communications to the Contractor shall be addressed to, and delivered at, the following address:

_____

_____

_____

_____

_____

7.9 Governing Laws

This Contract shall be governed by, construed, and enforced in accordance with the internal laws, but not the conflicts of laws rules, of the State of Illinois.

7.10 Changes in Laws

Unless otherwise provided in this Contract, any reference to existing law shall be deemed to include any modifications of, or amendments, to existing law that may occur in the future.

7.11 Compliance with Laws

A. Compliance with Laws. Contractor shall give all notices, pay all fees, and take all other action that may be necessary to ensure that the Work is provided, performed, and completed in accordance with all required governmental permits, licenses or other approvals and authorizations that may be required in connection with providing, performing, and completing the Work, and with all applicable statutes, ordinances, rules, and regulations, including without limitation the Prevailing Wage Act, 820 ILCS 130/0.01 et seq. (if the Illinois Department of Labor revises the prevailing rate of hourly wages to be paid, the revised rate shall apply to this Contract); any other prevailing wage laws; the Fair Labor Standards Act; any statutes regarding qualification to do business; any statutes requiring preference to laborers of specified classes including, without limitation, the Employment of Illinois Workers on Public Works Act, 30 ILCS 570/0.01 et seq.; the Illinois Steel Products Procurement Act, 30 ILCS 565/1 et seq.; any statutes prohibiting discrimination because of, or requiring affirmative action based on, race, creed, color, national origin, age, sex, or other prohibited classification, including, without limitation, the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 et seq., the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq., and the Public Works Discrimination Act, 775 ILCS 10/1 et seq.; and any statutes regarding safety or the performance of the Work, including the Illinois Underground Utility Facilities Damage Prevention Act, and the Occupational Safety and Health Act. Contractor shall also comply with all conditions of any federal, state, or local grant received by Owner or Contractor with respect to this Contract or the Work. Further, Contractor shall have a written sexual harassment policy in compliance with Section 2-105 of the Illinois Human Rights Act.

B. Certified Payrolls. Contractor shall, in accordance with Section 5 of the Illinois Prevailing Wage Act, 820 ILCS 130/5, submit to Owner, on a monthly basis, a certified payroll. The certified payroll shall consist of a complete copy of those records required to be made and kept by the Prevailing Wage Act. The certified payroll shall be accompanied by a statement signed by Contractor or subcontractor which certifies that: (1) such records are true and accurate; (2) the hourly rate paid is not less than the general prevailing rate of hourly wages required by the Prevailing Wage Act; and (3) Contractor or subcontractor is aware that filing a certified payroll that he or she knows to be false is a Class B misdemeanor. A general contractor may rely upon the certification of a lower tier subcontractor, provided that the general contractor does not knowingly rely upon a subcontractor's false certification. Upon two business days' notice, Contractor and each subcontractor shall make available for inspection the records required to be made and kept by the Act: (i) to Owner, its officers and agents, and to the Director of the Illinois Department of Labor and his or hers deputies and agents; and (ii) at all reasonable hours at a location within this State.

C. Liability for Noncompliance. Contractor shall be solely liable for any fines or civil penalties that are imposed by any governmental or quasi-governmental agency or body that may arise, or be alleged to have arisen, out of or in connection with Contractor's, or its subcontractors' or suppliers', performance of, or failure to perform, the Work or any part thereof.

D. Required Provisions. Every provision of law required by law to be inserted into this Contract shall be deemed to be inserted herein.

7.12 Compliance with Patents

A. Assumption of Costs, Royalties, and Fees. Contractor shall pay or cause to be paid 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.

B. Effect of Contractor Being Enjoined. Should Contractor be enjoined from furnishing or using any equipment, materials, supplies, tools, appliances, devices, processes, or inventions supplied or required to be supplied or used under this Contract, Contractor shall promptly offer substitute equipment, materials, supplies, tools, appliances, devices, processes, or inventions in lieu thereof, of equal efficiency, quality, suitability, and market value, for review by Owner. If Owner should disapprove the offered

substitutes and should elect, in lieu of a substitution, to have supplied, and to retain and use, any such equipment, materials, supplies, tools, appliances, devices, processes, or inventions as may by this Contract be required to be supplied, Contractor shall pay such royalties and secure such valid licenses as may be requisite and necessary for Owner to use such equipment, materials, supplies, tools, appliances, devices, processes, or inventions without being disturbed or in any way interfered with by any proceeding in law or equity on account thereof. Should Contractor neglect or refuse to make any approved substitution promptly, or to pay such royalties and secure such licenses as may be necessary, then Owner shall have the right to make such substitution, or Owner may pay such royalties and secure such licenses and charge the cost thereof against any money due Contractor from Owner or recover the amount thereof from Contractor and its surety or sureties notwithstanding that Final Payment may have been made.

7.13 Time of the Essence

Time is of the essence in the performance of all terms and provisions of this Contract Calendar Days and Time.

7.14 Calendar Days and Time

Unless otherwise provided in this Contract, any reference in this Contract to "day" or "days" shall mean calendar days and not business days. If the date for giving of any notice required to be given, or the performance of any obligation, under this Contract falls on a Saturday, Sunday, or federal holiday, then the notice or obligation may be given or performed on the next business day after that Saturday, Sunday, or federal holiday.

7.15 Severability

It is hereby expressed to be the intent of the parties to this Contract that should any provision, covenant, agreement, or portion of this Contract or its application to any Person or property be held invalid by a court of competent jurisdiction, the remaining provisions of this Contract and the validity, enforceability, and application to any Person or property shall not be impaired thereby, but the remaining provisions shall be interpreted, applied, and enforced so as to achieve, as near as may be, the purpose and intent of this Contract to the greatest extent permitted by applicable law.

7.16 Entire Agreement

This Contract constitutes the entire agreement between the parties to this Contract concerning the work and supersedes all prior agreements and negotiations between the parties, whether written or oral relating to the subject matter of this Contract.

7.17 Amendments and Modifications

No amendment or modification to this Contract shall be effective until it is reduced to writing and approved and executed by the corporate authorities of the parties in accordance with all applicable statutory procedures.

7.18 Conflicts of Interest

Contractor represents and certifies that, to the best of its knowledge, (1) no elected or appointed official, employee or agent of Owner has a personal financial interest in the business of the Contractor or in this Contract, or has personally received payment or other consideration for this Contract; (2) as of the date of this Contract, neither Contractor nor any person employed or associated with Contractor has any interest that would conflict in any manner or degree with the performance of the obligations under this Contract; and (3) neither Contractor nor any person employed by or associated with Contractor shall at any time during the term of this Contract obtain or acquire any interest that would conflict in any manner or degree with the performance of the obligations under this Contract.

STATE OF ILLINOIS)
) SS
COUNTY OF LAKE)

CONTRACTOR'S CERTIFICATION

DAVID HENDERSON, PRESIDENT **EXECUTING OFFICER**, being first duly sworn on oath, deposes and states that all statements herein made are made on behalf of Contractor, that this deponent is authorized to make them, and that the statements contained herein are true and correct.

Contractor deposes, states, and certifies that Contractor is not barred from contracting with a unit of state or local government as a result of (i) a delinquency in the payment of any tax administered by the Illinois Department of Revenue unless Contractor is contesting, in accordance with the procedures established by the appropriate Revenue Act, its liability for the tax or the amount of tax, as set forth in 65 ILCS 5/11-42.1-1; or (ii) a violation of either Section 33E-3 or Section 33E-4 of Article 33E of the Criminal Code of 2012, 720 ILCS 5/33E-1 et seq.

DATED this 10TH day of AUGUST, 2026

ATTEST:
By:
Print Name: LINDA BOETTMUSER
Title: ASSISTANT SECRETARY

BIDDER
By:
Print Name: DAVID HENDERSON
Title: PRESIDENT

Subscribed and sworn to before me this 10TH day of AUGUST, 2026

My Commission Expires: 12/15/2029

Notary Public [SEAL]

OFFICIAL SEAL
BRENDA SUE SPARKS
NOTARY PUBLIC, STATE OF ILLINOIS
Commission No. 1022442
My Commission Expires December 15, 2029

7.19 **Contract Renewal** [Reserved]

IN WITNESS WHEREOF, Owner and Contractor have caused this Contract to be executed in three original counterparts as of the day and year first written above.

ATTEST:

Ashley Palbitska, Deputy City Clerk

CITY OF HIGHLAND PARK

Ghida S. Neukirch, City Manager

ATTEST:

By: _____

Print Name: Linda Zoetmulder

Title: Assistant Secretary

BIDDER:

By: _____
Executing Officer

Print Name: David Henderson

Title: President

#2149124_v3

ATTACHMENT A

SUPPLEMENTAL SCHEDULE OF CONTRACT TERMS

1. **Project**:

   CONTRACTOR shall provide all items, articles, materials, operations or methods mentioned or scheduled on the Drawings or herein specified: including all labor, supervision, equipment, incidentals, taxes, and permits necessary to complete the Work as described within the Contract Documents. CONTRACTOR shall install all items provided by OWNER as mentioned or scheduled on the Drawings or herein specified

2. **Work Site**:

   10 Park Avenue, Highland Park, Illinois 60035

3. **Permits, Licenses, Approvals, and Authorizations**:

   Contractor shall obtain all required governmental permits, licenses, approvals, and authorizations, except:

   None

4. **Commencement Date**:

   No later than 25 days following Notice to Proceed

5. **Completion Date**:

   October 31, 2026

6. **Invoicing**:

   Invoices must be submitted within sixty (60) days of completion of the Work. The City has no obligation to pay any invoices submitted after sixty (60) days of the completion of the invoiced Work.

7. **Insurance Coverage**:

   A. Worker's Compensation and Employer's Liability with limits not less than:
      (1) Worker's Compensation: Statutory;
      (2) Employer's Liability:
      $500,000 injury-per occurrence
      $500,000 disease-per employee
      $500,000 disease-policy limit

Such insurance shall evidence that coverage applies in the State of Illinois Article 107.02.

B. Comprehensive Motor Vehicle Liability with a combined single limit of liability for bodily injury and property damage of not less than **$1,000,000** for vehicles owned, non-owned, or rented.

All employees shall be included as insured.

C. Comprehensive General Liability with coverage written on an "occurrence" basis and with limits no less than:

(1)	General Aggregate:	$2,000,000
(2)	Bodily Injury:	$500,000 per person $1,000,000 per occurrence
(3)	Property Damage:	$1,000,000 per occurrence, and $2,000,000 aggregate
(4)	Other Coverage:	

Coverages shall include:

- Premises/Operations
- Products/Completed Operations (to be maintained for two years following Final Payment)
- Independent Contractors
- Personal Injury (with Employment Exclusion deleted)
- Broad Form Property Damage Endorsement
- Blanket Contractual Liability (must expressly cover the indemnity provisions of the Contract)
- Bodily Injury and Property Damage

"X", "C", and "U" exclusions shall be deleted.

Railroad exclusions shall be deleted if Work Site is within 50 feet of any railroad track.

All employees shall be included as insured.

D. Umbrella Policy. The $2,000,000 required coverage may be in any combination of primary, excess, and umbrella policies. Any excess or umbrella policy must provide excess coverage over underlying insurance on a following-form basis such that when any loss covered by the primary policy exceeds the limits under the primary policy, the excess or umbrella policy becomes effective to cover such loss.

E. Owner as Additional Insured. Owner shall be named as an Additional Insured on the required policies excluding worker's compensation.

F. Other Parties as Additional Insureds. In addition to the Owner, Strand Associates, Inc. shall be named as an additional insured on the required policies excluding worker's compensation.

8. **Contract Price**:

SCHEDULE OF PRICES (SEE ATTACHMENT A-1)

[TO BE SUPPLIED BY BIDDER THROUGH QUESTCDN SUBMITTAL]

9. **Progress Payments**:

A. General. Owner shall pay to Contractor 90 percent of the Value of Work, determined in the manner set forth below, installed and complete in place up to the day before the Pay Request, less the aggregate of all previous Progress Payments, until 50 percent of contract Value of Work is completed. The total amount of Progress Payments made prior to Final Acceptance by Owner shall not exceed 95 percent of the Contract Price.

B. Value of Work. The Value of the Work shall be determined as follows (when applicable):

(1) Lump Sum Items. For all Work to be paid on a lump sum basis, Contractor shall, not later than 10 days after execution of the Contract and before submitting its first Pay Request, submit to Owner a schedule showing the value of each component part of such Work in form and with substantiating data acceptable to Owner ("***Breakdown Schedule***"). The sum of the items listed in the Breakdown Schedule shall equal the amount or amounts set forth in the Schedule of Prices for Lump Sum Work. An unbalanced Breakdown Schedule providing for overpayment of Contractor on component parts of the Work to be performed first will not be accepted. The Breakdown Schedule shall be revised and resubmitted until acceptable to Owner. No payment shall be made for any lump sum item until Contractor has submitted, and Owner has approved, an acceptable Breakdown Schedule.

Owner may require that the approved Breakdown Schedule be revised based on developments occurring during the provision and performance of the Work. If Contractor fails to submit a revised Breakdown Schedule that is acceptable to Owner, Owner shall have the right either to suspend Progress and Final Payments for Lump Sum Work or to make such Payments based on Owner's determination of the value of the Work completed.

(2) Unit Price Items. For all Work to be paid on a unit price basis, the value of such Work shall be determined by Owner on the basis of the actual number of acceptable units of Unit Price Items installed and complete in place, multiplied by the applicable Unit Price set forth in the Schedule of Prices. The actual number of acceptable units installed and complete in place shall be measured on the basis described in Attachment B to the Contract or, in the absence of such description, on the basis determined by Owner. The number of units of Unit Price Items stated in the Schedule of Prices are Owner's estimate only and shall not be used in establishing the Progress or Final Payments due Contractor. The Contract Price shall be adjusted to reflect the actual number of acceptable units of Unit Price Items installed and complete in place upon Final Acceptance.

C. Application of Payments. All Progress and Final Payments made by Owner to Contractor shall be applied to the payment or reimbursement of the costs with respect to which they were paid and shall not be applied to or used for any pre-existing or unrelated debt between Contractor and Owner or between Contractor and any third party.

10. **Consultant:**

A. Strand Associates, Inc. provided consulting services for the City of Highland Park consisting of drawing and technical specification preparation and bidding assistance, and is the Consultant for the Project.

B. The Consultant shall be indemnified and be named as an additional insured in the same manner as the Owner for the Project.

END OF SUPPLEMENTAL SCHEDULE OF CONTRACT TERMS

RFP Repost - Water Treatment Facility Energy Efficiency Improvements (#10143646)
Owner: Highland Park IL, City of
Solicitor: Highland Park IL, City of
04/30/2026 11:00 AM CDT

Section Title	Line Item	Item Code	Item Description	UofM	Quantity	Joseph J. Henderson & Son,	
						Unit Price	Extension
Base Bid							$ 763,000.00
	1	1	Water Treatment Facility Energy Efficiency Improvements	LSUM	1	$ 763,000.00	$ 763,000.00
Base Bid Total:							$ 763,000.00

STRAND ASSOCIATES®
Excellence in Engineering℠

Strand Associates, Inc.®
910 West Wingra Drive
Madison, WI 53715
(P) 608.251.4843
www.strand.com

July 31, 2026

Mr. Don Jensen, Water Treatment Plant Superintendent
City of Highland Park
1707 St. Johns Avenue
Highland Park, IL 60035

Re: Water Treatment Facility Energy Efficiency Improvements (Project)
Contract 1-2025
City of Highland Park, Illinois (City)

Dear Don,

Bids for the above-referenced Project were opened on April 30, 2026. One Bid was received, including a lump sum base Bid of $763,000. The Bid was greater than the ENGINEER's opinion of probable construction cost (OPCC).

Joseph J. Henderson & Son, Inc. (JJH) of Gurnee, Illinois, was deemed responsive by the City. Due to the difference in cost between the Bid and OPCC, the City was able to negotiate and value-engineer the Project, including a reduction in cost of $171,184, to maintain its funding commitment with the Illinois Environmental Protection Agency (IEPA) Bureau of Safety and Sustainability. The resulting Project lump sum base Bid, after value engineering deductions is $591,816.

Strand Associates, Inc.® (Strand) has previously worked with JJH on several projects for Central Lake County Joint Action Water Agency and the City of Lake Forest, Illinois, among others.

Given that the in-depth value engineering negotiations were successful to meet the overall intent and scope of this IEPA partially funded project, Strand recommends proceeding with award of the Contract in accordance with the City's Contract Documents if the City determines that JJH is a responsible Bidder after evaluation of their qualifications.

As the City executes the Contract Documents, please include and forward all insurance information for Strand's review with the City.

Please call me if you have any questions.

Sincerely,

STRAND ASSOCIATES, INC.®

Brian L. Hackman, P.E., P.H., BCEE

Enclosure

c: Mr. David Henderson, Jospeh J. Henderson & Son, Inc.

Strand Associates, Inc.®
910 West Wingra Drive
Madison, WI 53715
(P) 608.251.4843
www.strand.com

July 30, 2026

PROJECT: Water Treatment Plant Facility Efficiency Improvements
OWNER: City of Highland Park, Illinois
CONTRACT: 1-2025
CONTRACTOR: Joseph J. Henderson & Son, Inc.

Description of Change

1a	Value engineering changes.	(DEDUCT)	($171,184.00)
TOTAL VALUE OF THIS DEDUCTION:		(DEDUCT)	($171,184.00)

Contract Price Adjustment

Original Contract Price	$763,000.00
Previous Change Order Adjustments	$0.00
Adjustment in Contract Price	($171,184.00)
Current Contract Price	$591,816.00

Contract Final Completion Date Adjustment

Original Contract Final Completion Date	October 31, 2026
Contract Final Completion Date Adjustments due to previous Change Orders	0 Days
Contract Final Completion Date Adjustments due to this Change Order	0 Days
Current Final Contract Completion Dates including all Change Orders	October 31, 2026

This document shall become a supplement to the Contract and all provisions will apply hereto.

RECOMMENDED

ENGINEER–Strand Associates, Inc.® — July 31, 2026 — Date

APPROVED

CONTRACTOR–Joseph J. Henderson & Son, Inc. — Date

APPROVED

BLH:cdg\R:\MAD\Documents\Specifications\Archive\2026\Highland Park, Village of (IL)\6267.011.1-2025.BLH\(17) Change Orders\CO 1.docx

ATTACHMENT A-1

JOSEPH J. HENDERSON & SON, INC.
GENERAL CONTRACTOR
ESTABLISHED 1928

4288 Old Grand Avenue
Gurnee, IL 60031
PH: 847-244-3222
FX: 847-244-2490

7-21-2026
Sent via email

Mr. Brian Hackman P.E., P.H., BCEE
Director of Practice-Water
Strand Associates Inc.

Re: Highland Park Energy Efficiency Project VE Cost Savings

Dear Mr. Hackman,

The following summarizes cost savings developed for the above reference project.

- Install Yaskawa FP605 Configured drive 350 HP, 460VAC, 414 Amps, NEMA 12 enclosure/65 Kaic breaker. Ethernet/IP dual port, start/stop, fault push buttons, speed pot. Made in America **Deduct of $38,702**
- Install 120/277v occupancy sensors in line with the circuit feeding the light fixtures. Remove timer switches within the room (some sensors might have to be added for full coverage) certain rooms will need timer switch due to moving machinery. Revised lighting controls to be shown in as-built drawings at completion of project.
  Deduct of $8,802.00
- Reuse portion of the existing feeders and cable tray serving the pump.
  Deduct $20,966.00
- Utilize Toshiba 350 HP, Horizontal, enclosed, fan-cooled, Open Drip Proof, 1800 RPM, 460 V, 449T,NEMA Premium Efficiency, w/o reverse ratchet motor instead of Ideal Electric Motor.
  Deduct of **$64,714.00**
- Delete Requirement for GC Supervision of work.
  Deduct of **$38,000.00**

The total of the above deductions is $171,184.00, bringing the total project cost to $591,816.00

Please contact me if you have any questions.

Thank you,

David Henderson
President

City of Highland Park

Public Works Department

1150 Half Day Rd.
Highland Park, Illinois 60035
847.432.0807
cityhpil.com

CITY OF HIGHLAND PARK - DEPARTMENT OF PUBLIC WORKS
CONTRACT FOR THE
WATER TREATMENT FACILITY ENERGY EFFICIENCY IMPROVEMENTS

BIDDER'S PROPOSAL

Owner will receive sealed Bidder's Proposals for the Work until **11:00 a.m.**, local time, **April 30, 2026** via the online electronic bid service through QuestCDN.com [project **#10143646**].

Name of Bidder Joseph J. Henderson & Son, Inc. ("***Bidder***")
Office Address 4288 Old Grand Avenue
City, State Zip Gurnee, IL 60031

Contact Person David Henderson, President

Email estimating@jjhenderson.com

Telephone (847) 244-3222 Fax (847) 244-9572

TO: City of Highland Park ("***Owner***")
Public Works Department
1150 Half Day Road
Highland Park, Illinois 60035
Attention: **Don Jensen, Water Plant Supervisor**

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. 1, which are securely attached to the end of this Bidder's Proposal ("*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 necessary for the WATER TREATMENT FACILITY ENERGY EFFICIENCY IMPROVEMENTS; (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 the 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 Article 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 Bidder understands and agrees will be made a part of the Contract:

A. UNIT PRICE CONTRACT

For providing, performing, and completing all Work related to the **WATER TREATMENT FACILITY ENERGY EFFICIENCY IMPROVEMENTS**; the sum of the products resulting from multiplying the number of acceptable units of Unit Price Items listed below incorporated in the Work and by the Unit Price set forth in QuestCDN for such Unit Price Item:

SCHEDULE OF PRICES as uploaded into QuestCDN vBid [project #10143646]

Line Item	Item Code	Item Description		UofM	Quantity
Base Bid					
1	1	WATER TREATMENT FACILITY ENERGY EFFICIENCY IMPROVEMENTS	$763,000.00	LSUM	1

B. BASIS FOR DETERMINING PRICES

It is expressly understood and agreed that:

1. The approximate quantities set forth in this Schedule of Prices for each Unit Price Item are Owner's estimate only, that Owner reserves the right to increase or decrease such quantities, and that payment for each Unit Price Item shall be made only on the actual number of acceptable units of such Unit Price Item installed complete in place, measured on the basis defined in the Contract***;***

2. Owner is not subject to state or local sales, use and excise taxes and no such taxes are included in this Schedule of Prices;

3. 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

4. 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 dispute or complain of any such estimated quantity, or to assert that there was any misunderstanding in regard to the nature or amount of any Unit Price Item to be provided or performed, or 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.

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 Attachment A to the Contract and will perform the Work diligently and continuously and will complete the Work not later than the "Completion Date" set forth in Attachment A to the 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 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 upon 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 issues a Bid Bond as specified in Section 6 of the Invitation for Bidder's Proposals for the sum of 3% of the total base bid amount _____ dollars ("***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 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.

DATED this 30th day of April, 20 26

ATTEST:

By: _____

Print Name: Linda Zoetmulder

Title: Assistant Secretary

BIDDER

By: _____

Print Name: David Henderson

Title: President

CITY OF HIGHLAND PARK - DEPARTMENT OF PUBLIC WORKS

CONTRACT FOR THE
WATER TREATMENT FACILITY ENERGY EFFICIENCY IMPROVEMENTS

BIDDER'S SWORN ACKNOWLEDGEMENT

David Henderson **NAME** ("***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**

The Bidder is a corporation that is organized and existing under the laws of the State of Illinois, that is qualified to do business in the State of Illinois, and that is operating under the legal name of Joseph J. Henderson & Son, Inc..

The officers of the corporation are as follows:

TITLE	NAME	ADDRESS
President	David Henderson	51 Logan Loop, Highland Park, IL 60035
Vice President	Sam Henderson	2139 W. Addison Street, Unit 1, Chicago, IL 60618
Secretary	Jacqueline Henderson	51 Logan Loop, Highland Park, IL 60035
Treasurer		

2. **Partnership**

The Bidder is a partnership that is organized, existing and registered under the laws of the State of _____ pursuant to that certain Partnership 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 general partners of the partnership are as follows:

NAME	ADDRESS

3. **Individual**

The Bidder is an individual whose full name is _____ whose residence address is and whose business address is _____. If operating under a trade or assumed name said trade or assumed name is as follows:

_____ **[NAME]**.

4. **Joint Venture**

The 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:

NAME (and ENTITY TYPE)	**ADDRESS**
_____(___)	_____
_____(___)	_____
_____(___)	_____

DATED this 30th day of April, 2026

ATTEST:

By: _____

Title: Linda Zoetmulder, Assistant Secretary

BIDDER Joseph J. Henderson & Son, Inc.

By: _____

Title: David Henderson, President

Subscribed and Sworn to
Before me this 30th day
of April, 2026

_____
Notary Public

My Commission Expires: 11-5-2029

[SEAL]

OFFICIAL SEAL
CHRISTINE A TATE
NOTARY PUBLIC, STATE OF ILLINOIS
Commission No. 368085
My Commission Expires November 05, 2029

CITY OF HIGHLAND PARK - DEPARTMENT OF PUBLIC WORKS
CONTRACT FOR THE
WATER TREATMENT FACILITY ENERGY EFFICIENCY IMPROVEMENTS

BIDDER'S SWORN WORK HISTORY STATEMENT

David Henderson ("***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: General Contractor

2. **Composition of Work**

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

0 % Federal	99 % As Contractor	33 % Bidder's Forces
92 % Other Public	1 % As Subcontractor	64 % Subcontractors
8 % Private		3 % 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: 98 years

4. **Predecessor Organizations**

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

NAME	ADDRESS	YEARS
Not applicable		

5. **Business Licenses**

List all business licenses currently held by Bidder:

ISSUING AGENCY	TYPE	NUMBER	EXPIRATION
City of Chicago	Chicago GC	TGC063735	07/13/26

6. **Related Experience**

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

	PROJECT ONE	PROJECT TWO	PROJECT THREE
Owner Name	Lake Co Public Works Dept.	Village of Bartlett	Salt Creek Sanitary District
Owner Address	650 West Winchester Road Libertyville, IL 60048	228 South Main Street Bartlett, IL 60103	201 S. Route 83 Villa Park, IL 60181
Reference	Marc Bourgault	Daniel Dinges	Steven Moore
Telephone Number	(847) 377-7126	(630) 837-0811	(630) 832-3411
Type of Work	Vernon Hills Water System Electrical & Mechanical Upgrade	Buttersweet Water Reclamation Facility Improvements	Salt Creek SD Phase VI Improvements

	PROJECT ONE	PROJECT TWO	PROJECT THREE
Contractor (If Bidder was) (Subcontractor)	Joseph J Henderson & Son, Inc	Joseph J Henderson & Son, Inc	Joseph J Henderson & Son, Inc
Amount of Contract	$2,648,300	$35,292,607	$2,324,611
Date Completed	December 2021	June 2025	August 2025

DATED this 30th day of April, 2026

ATTEST:

By:

Title: Linda Zoetmulder, Assistant Secretary

BIDDER Joseph J. Henderson & Son, Inc.

By:

Title: David Henderson, President

Subscribed and Sworn to
Before me this 30th day
of April, 2026

Notary Public

My Commission Expires: 11-5-2029

OFFICIAL SEAL
CHRISTINE A TATE
NOTARY PUBLIC, STATE OF ILLINOIS
[SEAL] Commission No. 368085
My Commission Expires November 05, 2029

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

5385236_v1

CITY OF HIGHLAND PARK

WATER TREATMENT FACILITY ENERGY EFFICIENCY IMPROVEMENTS

PROJECT/CONTRACT #10143646

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that ***[FULL NAME, ADDRESS AND ORGANIZATION OF CONTRACTOR]***, as Principal, hereinafter called Contractor, and ***[FULL NAME AND ADDRESS OF SURETY]***, as Surety, a corporation organized and existing under the laws of the State of ***[INCORPORATION]***, hereinafter called Surety, are held and firmly bound unto the CITY OF HIGHLAND PARK, 1707 St. Johns Avenue, Highland Park, Illinois 60035, as Obligee, hereinafter called Owner, in the full and just sum of ***[CONTRACT PRICE]*** Dollars ($***[CONTRACT PRICE]***), for the payment of which sum of money well and truly to be made, Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents, said amount to include payment of actual costs and damages and for attorneys' fees, architectural fees, design fees, engineering fees, accounting fees, testing fees, consulting fees, administrative costs, court costs, interest and any other fees and expenses resulting from or incurred by reason of Contractor's failure to promptly and faithfully perform its contract with Owner, said contract being more fully described below, and to include attorneys' fees, court costs and administrative and other expenses necessarily paid or incurred in successfully enforcing performance of the obligation of Surety under this bond.

WHEREAS, Contractor has entered into a written agreement dated ***[DATE OF CONTRACT AGREEMENT]***, with Owner entitled "Contract Agreement Between City of Highland Park and ***[CONTRACTOR'S NAME]*** for the Construction of ***[NAME OF WORK]*** - Contract ***[NO.]***" (the "Contract"), the terms and conditions of which are by this reference incorporated herein as though fully set forth herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH THAT if Contractor shall well, truly, and promptly perform all the undertakings, covenants, terms, conditions, and agreements of said Contractor under the Contract, including, but not limited to, Contractor's obligations under the Contract: (1) to provide, perform and complete at the Work Site and in the manner specified in the Contract all necessary work, labor, services, transportation, equipment, materials, apparatus, machinery, tools, fuels, gas, electric, water, waste disposal, information, data, and other means and items necessary for the construction and installation of the ***[NAME OF WORK]***, together with related attachments, equipment, and appurtenances thereto; (2) to procure and furnish all permits, licenses, and other governmental approvals and authorizations necessary in connection therewith except as otherwise expressly provided in the Special Conditions of Contract; (3) to procure and furnish all bonds and certificates and policies of insurance specified in the Contract; (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 and pursuant to, the Contract; all of which is herein referred to as the "Work," whether or not any of said Work enter into and become component parts of the improvement contemplated, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

Surety, for value received, hereby stipulates and agrees that no changes, modifications, alterations, omissions, deletions, additions, extensions of time, or forbearances on the part of either Owner or Contractor to the other in or to the terms of said Contract; in or to the schedules, plans, drawings, or specifications; in or to the method or manner of performance of the Work; in or to Owner-furnished

facilities, equipment, materials, services, or sites; or in or to the mode or manner of payment therefor, shall in any way release Contractor and Surety or either or any of them, or any of their heirs, executors, administrators, successors, or assigns, or affect the obligations of Surety on this bond, all notice of any and all of the foregoing changes, modifications, alterations, omissions, deletions, additions, extensions of time, or forbearances, and notice of any and all defaults by Contractor or of Owner's termination of Contractor being hereby waived by Surety.

Notwithstanding anything to the contrary in the foregoing paragraph, in no event shall the obligations of Surety under this bond in the event of Contractor's default be greater than the obligations of Contractor under the Contract in the absence of such Contractor default.

In the event of a default or defaults by Contractor, Owner shall have the right to take over and complete the Contract upon 30 calendar days' written notice to Surety, in which event Surety shall pay Owner all costs incurred by Owner in taking over and completing the Contract.

At its option, Owner may instead request that Surety take over and complete the Contract, in which event Surety shall take reasonable steps to proceed promptly with completion no later than 30 calendar days from the date on which Owner notifies Surety that Owner wants Surety to take over and complete the Contract.

Owner shall have no obligation to actually incur any expense or correct any deficient performance of Contractor in order to be entitled to receive the proceeds of this bond.

No right of action shall accrue on this bond to or for the use of any person or corporation other than Owner or the heirs, executors, administrators, or successors of Owner.

Signed and sealed this ___ day of _____, 20___.

Attest/Witness:	PRINCIPAL: ***[NAME OF CONTRACTOR]***
By: _____	By: _____ ***[NAME OF CONTRACTOR'S EXECUTING OFFICER]***
Title: _____	Title: ***[TITLE OF CONTRACTOR'S EXECUTING OFFICER]***
Attest/Witness:	SURETY: ***[NAME OF SURETY]***
By: _____	By: _____
Title: _____	Title: _____
	Telephone: _____

CITY OF HIGHLAND PARK

WATER TREATMENT FACILITY ENERGY EFFICIENCY IMPROVEMENTS

PROJECT/CONTRACT #10143646

LABOR AND MATERIAL PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that ***[FULL NAME, ADDRESS AND ORGANIZATION OF CONTRACTOR]***, as Principal, hereinafter called Contractor, and ***[FULL NAME AND ADDRESS OF SURETY]***, as Surety, a corporation organized and existing under the laws of the State of ***[INCORPORATION]***, hereinafter called Surety, are held and firmly bound unto the CITY OF HIGHLAND PARK, 1707 St. Johns Avenue, Highland Park, Illinois 60035, as Obligee, hereinafter called Owner, for the use and benefit of itself and of claimants as hereinafter defined, in the full and just sum of ***[CONTRACT PRICE]*** Dollars ($***[CONTRACT PRICE]***), to be paid to it or the said claimants or its or their assigns, to which payment well and truly to be made Contractor and Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents, said amount to include attorney's fees, court costs, and administrative and other expenses necessarily paid or incurred in successfully enforcing performance of the obligation of Surety under this bond.

WHEREAS, Contractor has entered into a written agreement dated ***[DATE OF CONTRACT AGREEMENT]***, with Owner entitled "Contract Agreement Between City of Highland Park and ***[CONTRACTOR'S NAME]*** for the Construction of ***[NAME OF WORK]*** - Contract ***[NO.]***" (the "Contract"), the terms and conditions of which are by this reference incorporated herein as though fully set forth herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH THAT if Contractor shall promptly pay or cause to be paid all sums of money that may be due to any claimant with respect to Contractor's obligations under the Contract: (1) to provide, perform, and complete at the Work Site and in the manner specified in the Contract all necessary work, labor, services, transportation, equipment, materials, apparatus, machinery, tools, fuels, gas, electric, water, waste disposal, information, data, and other means and items necessary for the construction and installation of the ***[NAME OF WORK]***, together with related attachments, equipment, and appurtenances thereto; (2) to procure and furnish all permits, licenses, and other governmental approvals and authorizations necessary in connection therewith except as otherwise expressly provided in the Special Conditions of Contract; (3) to procure and furnish all bonds and certificates and policies of insurance specified in the Contract; (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 and pursuant to, the Contract; all of which is herein referred to as the "Work," whether or not any of said Work enter into and become component parts of the improvement contemplated, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

For purpose of this bond, a claimant is defined as one having a direct contract with Contractor or with a subcontractor of Contractor to provide, perform or complete any part of the Work.

Contractor and Surety hereby jointly and severally agree that every claimant who has not had all just claims for the furnishing of any part of the Work paid in full, including, without limitation, all claims for amounts due for materials, lubricants, oil, gasoline, rentals of, or service or repairs on, machinery, equipment, and tools consumed or used in connection with the furnishing of any part of the Work, may sue

on this bond for the use of such claimant, may prosecute the suit to final judgment for such sum or sums as may be justly due such claimant, and may have execution therein; provided, however, that Owner shall not be liable for the payment of any costs or expenses of any such suit. The provisions of 30 ILCS 550/1 and 30 ILCS 550/2 shall be deemed inserted herein, including the time limits within which notices of claim must be filed and actions brought under this bond.

Contractor and Surety hereby jointly agree that Owner may sue on this bond if Owner is held liable to, or voluntarily agrees to pay, any claimant directly, but nothing in this bond shall create any duty on the part of Owner to pay any claimant.

Surety, for value received, hereby stipulates and agrees that no changes, modifications, alterations, omissions, deletions, additions, extensions of time, or forbearances on the part of Owner or Contractor to the other in or to the terms of said Contract; in or to the schedules, plans, drawings, or specifications; in or to the method or manner of performance of the Work; in or to Owner-furnished facilities, equipment, materials, services, or sites; or in or to the mode or manner of payment therefor shall in any way release Contractor and Surety or either or any of them, or any of their heirs, executors, administrators, successors, or assigns, or affect the obligations of said Surety on this bond, all notice of any and all of the foregoing changes, modifications, alterations, omissions, deletions, additions, extensions of time, or forbearances and notice of any and all defaults by Contractor or of Owner's termination of Contractor being hereby waived by Surety.

Signed and sealed this ___ day of _____, 20___.

Attest/Witness: PRINCIPAL: ***[NAME OF CONTRACTOR]***

By: _____ By: _____
[NAME OF CONTRACTOR'S EXECUTING OFFICER]

Title: _____ Title: ***[TITLE OF CONTRACTOR'S EXECUTING OFFICER]***

Attest/Witness: SURETY: ***[NAME OF SURETY]***

By: _____ By: _____

Title: _____ Title: _____

Telephone: _____

ATTACHMENT A-1

City of Highland Park

Public Works Department

1150 Half Day Rd.
Highland Park, Illinois 60035
847.432.0807
cityhpil.com

2026 REPOST -
Water Treatment Facility Energy Efficiency Improvements
Project # 10143646

ADDENDUM NUMBER 1
April 23, 2026

Bidders on the above project are hereby notified that the following Addendum is made to the Contract Documents and the bids to be submitted shall conform to this Addendum. All bidders submitting a bid on the above Contract shall carefully read this Addendum and give it consideration in the preparation of their bid.

THE BID OPENING DATE AND TIME EXTENDED TO APRIL 30, 2026, AT 11:00 A.M.

The following changes are made to the Bid Documents:

1. **On page E-45, under General Notes item 3, Drawing E-79 and E-76 are mentioned – please add the attached pages, after E-45.**

SEE DRAWING E-79 FOR LIGHTING FIXTURE SCHEDULE AND E-76 FOR LIGHTING PANEL BOARD SCHEDULES.

The Bidder's Proposal to be downloaded and submitted through the online bid portal on QuestCDN.com will follow this format.

Approved by:

Don Jensen
Water Plant Superintendent

PANELBOARD LP-M1

175 AMP MAIN BREAKER | **225** AMP BUS RATING | **42** POLES | **208/120** VOLTS | **3** PHASE | **4** WIRE | **60 Hz.**
10 KA SHORT CIRCUIT RATING | ELECTRONIC GRADE: **NO**
LOCATION: **ELECTRICAL ROOM B-203** | ENCLOSURE RATING: **NEMA 1 ,** | MOUNTING: **SURFACE**

CIRCUIT NO.	DESCRIPTION	LOAD KVA PHASE A	LOAD KVA PHASE B	LOAD KVA PHASE C	BREAKER AMPS/ POLES	NOTES	CIRCUIT NO.	DESCRIPTION	LOAD KVA PHASE A	LOAD KVA PHASE B	LOAD KVA PHASE C	BREAKER AMPS/ POLES	NOTES
1	LTG-LL-TOILET	0.25			20 /1		2	RECP-LL-TOILET	0.18			20 /1	2
3	LTG-LL-ELEC.ROOM		0.61		20 /1		4	RECP-LL-ELEC.ROOM		0.9		20 /1	
5	LTG-LL-ELEC.ROOM			0.49	20 /1		6	RECP-LL-STRAINER ROOM,DAVIT CRANE			1.92	20 /1	2
7	LTG-LL-MECH.ROOM (A-108)	0.84			20 /1		8	RECP-LL-MECH.ROOM (A-108)	0.72			20 /1	2
9	LTG-LL-VESTIBULE		0.17		20 /1		10	RECP-LL-VESTIBULE		0.36		20 /1	2
11	LTG-LL-CHEMICAL ROOM			0.37	20 /1		12	SPARE			0	20 /1	2
13	LTG-LL-CHEMICAL ROOM	0.72			20 /1		14	RECP-LL-CHEMICAL ROOM	0.72			20 /1	2
15	SPARE				20 /1		16	RECP-LL-WALK WAY		0.72		20 /1	2
17	LTG-UL-HIGH LIFT PUMP ROOM			0.81	20 /1		18	RECP-LL-CHEMICAL ROOMS			0.72	20 /1	2
19	LTG-UL-HIGH LIFT PUMP ROOM	0.81			20 /1		20	SPARE				20 /1	2
21	LTG-UL-HIGH LIFT PUMP ROOM		0.81		20 /1		22	RECP-LL-MECH.ROOM (A-107)		0.72		20 /1	2
23	LTG-HL-FILTER AREA			1	20 /1		24	SPARE				20 /1	
25	LTG-HL-FILTER AREA	1			20 /1		26	SPARE				20 /1	
27	LTG-HL-FILTER AREA		1		20 /1		28	LTG-LL-STRAINER ROOM		0.73		20 /1	
29	SPARE				20 /1		30	LTG-LL-MECH.ROOM (A-107)			0.72	20 /1	
31	LTG-LL-CHEMICAL ROOM	0.62			20 /1		32	HP-1	1.9			20 /1	
33	LTG-LL-WALKWAY		0.53		20 /1		34	PLATFORM LIFT		0.96		20 /2	
35	LTG-LL-WALKWAY			0.32	20 /1		36				0.96		
37	LTG-UL-HIGH LIFT PUMP ROOM	0.81			20 /1		38	ACCU-1	3.7			40 /2	
39	PTZ CAMERA (4), POE ETHERNET SW		0.5		20 /1		40			3.7			
41	ACCESS CONT PS			1.3	20 /1		42	SPARE				20 /1	
	TOTAL PHASE KVA THIS SIDE	5.05	3.62	4.29				TOTAL PHASE KVA THIS SIDE	7.22	8.09	4.32		
								TOTAL KVA PER PHASE	12.27	11.71	8.61		
								TOTAL THREE PHASE KVA		32.59			

NOTES:
1. PROVIDE LOCKING HARDWARE
3. 30 ma GFI CIRCUIT BREAKER FOR EQUIPMENT PROTECTION ONLY (HEAT TRACE)
5. BRANCH CIRCUIT WIRING: 3/4"C 3#12 & 1#12G
7. BRANCH CIRCUIT WIRING: 3/4"C 2#12 & 1#12G
9.
11.
13.
15.
17.
19.

NOTES CONT.:
2. 5 ma GROUND FAULT INTERRUPTER (GFI) CIRCUIT BREAKER
4. PROVIDE LOCKING HARDWARE & PAINT BREAKER HANDLE RED (FACP)
6. BRANCH CIRCUIT WIRING: 3/4"C, 3#10 & 1#10G
8.
10.
12.
14.
16.
18.
20.

PANELBOARD LP-M2

175 AMP MAIN BREAKER | **225** AMP BUS RATING | **42** POLES | **208/120** VOLTS | **3** PHASE | **4** WIRE | **60 Hz.**
10 KA SHORT CIRCUIT RATING | ELECTRONIC GRADE: **NO**
LOCATION: **ELECTRICAL ROOM B-203** | ENCLOSURE RATING: **NEMA 1 ,** | MOUNTING: **SURFACE**

CIRCUIT NO.	DESCRIPTION	LOAD KVA PHASE A	LOAD KVA PHASE B	LOAD KVA PHASE C	BREAKER AMPS/ POLES	NOTES	CIRCUIT NO.	DESCRIPTION	LOAD KVA PHASE A	LOAD KVA PHASE B	LOAD KVA PHASE C	BREAKER AMPS/ POLES	NOTES
1	LTG-LL-MECH RM, CHEM RM & VESTI	1.05			20 /1		2	RECP-LL-CHEM AREA, WALK WAY & CTR	0.72			20 /1	2
3	LTG-LL-CHEM AREA & VESTI		0.93		20 /1		4	RECP-LL-CHEM AREA & WALK WAY		0.54		20 /1	2
5	LTG-LL-PIPE GALLERY			1.24	20 /1		6	RECP-LL-PIPE GALL & LAY DOWN			0.54	20 /1	2
7	LTG-LL-PIPE GALLERY	1.24			20 /1		8	RECP-LL-PIPE GALLERY	0.54			20 /1	2
9	LTG-LL-WALK WAY		0.69		20 /1		10	RECP-LL-WALKWAY		0.72		20 /1	2
11	LTG-LL-WALK WAY			0.65	20 /1		12	RECP-UL-BLWR RM ELEC RM & HVAC/ME			1.08	20 /1	2
13	LTG-UL-BLWR RM & ELEC RM	0.93			20 /1		14	RECP-UL-PUMP GALLERY	0.72			20 /1	2
15	LTG-UL- ELEC. ROOM		0.53		20 /1		16	RECP-UL-WALKWAY		1.08		20 /1	2
17	SPARE			0	20 /1		18	SPARE			0	20 /1	2
19	SPARE	0			20 /1		20	RECP-UL-CONTROL ROOM	1.36			20 /1	
21	LTG-UL-PMP GALL, MEMB TANK		1.03		20 /1		22	RECP-UL-CONTROL ROOM		1.36		20 /1	
23	LTG-UL-PMP GALL, MEMB TANK			1.22	20 /1		24	SODIUM HYPOCHLORITE DOSING PUMPS			0.52	20 /1	
25	LTG-UL-PMP GALL, MEMB TANK	0.9			20 /1		26	GUH-22, GUH-23	1.85			20 /1	
27	LTG-UL-WALK WAY		1		20 /1		28	SPARE		0		20 /1	
29	LTG-LL-LAYDOWN			0.32	20 /1		30	ATC-2			1	20 /1	
31	LTG-UL-WALK WAY	0.68			20 /1		32	GUH-20, GUH-21	1.85			20 /1	
33	LTG-UL-CONTROL ROOM		0.61		20 /1		34	LTG-UL-CONTROL ROOM		0.4		20 /1	
35	LTG-UL-HVAC/MECH.ROOM			0.53	20 /1		36	SPARE			0	20 /1	
37	EF-6, EF-7	1.92			20 /1		38	FERRIC SULFATE FEED PUMPS	0.15			20 /1	
39	RECEPTACLE FOR CHEM SUMP PUMP(2)		1.18		20 /1		40	LTG-LL-BACKWASH TRANSFER PUMP AR		0.76		20 /1	
41	SODIUM HYDROXIDE DOSING PUMPS (2)			1.58	20 /1		42	RECP-LL-BACKWASH TRANSFER PUMP A			0.9	20 /1	
	TOTAL PHASE KVA THIS SIDE	6.72	5.97	5.54				TOTAL PHASE KVA THIS SIDE	7.19	4.86	4.04		
								TOTAL KVA PER PHASE	13.91	10.83	9.58		
								TOTAL THREE PHASE KVA		34.32			

NOTES:
1. PROVIDE LOCKING HARDWARE
3. 30 ma GFI CIRCUIT BREAKER FOR EQUIPMENT PROTECTION ONLY (HEAT TRACE)
5. BRANCH CIRCUIT WIRING: 3/4"C, 3#12 & 1#12G
7. BRANCH CIRCUIT WIRING: 3/4"C, 2#12 & 1#12G
9.
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NOTES CONT.:
2. 5 ma GROUND FAULT INTERRUPTER (GFI) CIRCUIT BREAKER
4. PROVIDE LOCKING HARDWARE & PAINT BREAKER HANDLE RED (FACP)
6. BRANCH CIRCUIT WIRING: 3/4"C, 3#10 & 1#10G
8.
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PANELBOARD LP-M3

250 AMP MAIN BREAKER | **400** AMP BUS RATING | **42** POLES | **208/120** VOLTS | **3** PHASE | **4** WIRE | **60 Hz.**
10 KA SHORT CIRCUIT RATING | ELECTRONIC GRADE: **NO**
LOCATION: **ELECTRICAL ROOM B-203** | ENCLOSURE RATING: **NEMA 1 ,** | MOUNTING: **SURFACE**

CIRCUIT NO.	DESCRIPTION	LOAD KVA PHASE A	LOAD KVA PHASE B	LOAD KVA PHASE C	BREAKER AMPS/ POLES	NOTES	CIRCUIT NO.	DESCRIPTION	LOAD KVA PHASE A	LOAD KVA PHASE B	LOAD KVA PHASE C	BREAKER AMPS/ POLES	NOTES
1	SV-331, FIT-332, FIT-530, LIT-713	0.54			20 /1		2	SPARE	0			40 /1	
3	EF-21, SUH-1		0.3		20 /1		4	FIT-150, FIT-201, FIT-202		0.54		20 /1	
5	GUH-8, GUH-9, GUH-10, GUH-11			1.92	20 /1		6	EF-1, EF-2			1.39	20 /1	
7	INSTRUMENT POWER	1.62			20 /1	9	8	EF-3, EF-4, EF-5	1.82			20 /1	
9	SODIUM BISULFITE DOSING PUMPS (2)		0.52		20 /1		10	EF-11, EF-12, EF-13		1.04		20 /1	
11	CHEMICAL FEEDER (BOILER)			1.13	20 /1		12	GUH-17, GUH-18, GUH-19			1.44	20 /1	
13	GUH-5, GUH-6, GUH-7, B-1, B-2	1.68			20 /1		14	EF-16, EF-17, EF-18	1.92			20 /1	
15	STR102 CONTROL PANEL		1		20 /1		16	INSTRUMENT POWER		1.04		20 /1	8
17	STR112 CONTROL PANEL			1	20 /1		18	SODIUM HYPOCHLORITE FEED PUMP (2)			1.92	20 /1	
19	STR122 CONTROL PANEL	1			20 /1		20	SODIUM HYPOCHLORITE FEED PUMP (2)	1.92			20 /1	
21	ATC-1		1		20 /1		22	B807/827 SURGE PANELS		2		20 /1	
23	GUH-1, GUH-3, GUH-4			1.17	20 /1		24	AV-716, AV-738, AV-746			0.54	20 /1	
25	CITRIC ACID DOSING PUMPS (2)	1.58			20 /1		26	GUH-14, GUH-15, GWH-1, RECIRC PUMP	0.82			20 /1	
27	INSTRUMENT POWER		1.62		20 /1	11	28	SAMPLE STATIONS		0.3		20 /1	
29	INSTRUMENT POWER			1.62	20 /1	13	30	PCP			3	35 /1	
31	SULFURIC ACID DOSING PUMPS (2)	0.35			20 /1		32	LCP-1	2			25 /1	
33	GUH-12, GUH-13		0.96		20 /1		34	LCP-2		2		25 /1	
35	GUH-25, GUH-26			1.85	20 /1		36	PCP, LCP-1, LCP-2			1.8	20 /1	
37	INSTRUMENT POWER	1.62			20 /1	15	38	SPARE	0			20 /1	
39	SPARE		0		20 /1		40	SERVER RACK		3		35 /1	
41	GUH-16,GUH-24			1.4	20 /1		42	INSTRUMENT POWER			0.9	20 /1	10
	TOTAL PHASE KVA THIS SIDE	8.39	5.4	10.09				TOTAL PHASE KVA THIS SIDE	8.48	9.92	10.99		
								TOTAL KVA PER PHASE	16.87	15.32	21.08		
								TOTAL THREE PHASE KVA		53.27			

NOTES:
1. PROVIDE LOCKING HARDWARE
3. 30 ma GFI CIRCUIT BREAKER FOR EQUIPMENT PROTECTION ONLY (HEAT TRACE)
5. BRANCH CIRCUIT WIRING: 3/4"C, 3#12 & 1#12G
7. BRANCH CIRCUIT WIRING: 3/4"C, 2#12 & 1#12G
9. WIT-902, WIT-512, WIT-912, AIT-244-3, FIT-292, AIT-244-1, AIT-244-2, AIT-133, FIT-427
11. FIT-239-1,2,3, AIT-305, LIT-141&142, AIT-248-1,-2,-3
13. WIT-502, WIT-522, AIT-244-4, AIT-244-5, AIT-244-6, FIT-239-4, FIT-239-5, FIT-239-6, FIT-629
15. AIT-248-4, AIT-248-5, AIT-248-6, AIT-149, AIT-636, LIT-140, FIT-291, FIT-329
17.
19.

NOTES CONT.:
2. 5 ma GROUND FAULT INTERRUPTER (GFI) CIRCUIT BREAKER
4. PROVIDE LOCKING HARDWARE & PAINT BREAKER HANDLE RED (FACP)
6. BRANCH CIRCUIT WIRING: 3/4"C, 3#10 & 1#10G
8. LIT-900, LIT-920, LIT-951, LIT-952, LIT-961, LIT-962
10. FIT-508, FIT-518, FIT-528, FIT-908, FIT-918
12.
14.
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18.
20.

RECORD DRAWING

THIS RECORD DRAWING HAS BEEN PREPARED BASED ON A COMBINATION OF INFORMATION PROVIDED BY OTHERS AND BY CDM SMITH. THEREFORE, THE ENGINEER HAS NOT VERIFIED THE ACCURACY OF ALL THE INFORMATION. TO THE BEST OF THE ENGINEER'S BELIEF AND KNOWLEDGE, THE INCLUDED RECORD INFORMATION IS REASONABLY ACCURATE.

By MICHAEL KAHN Date APRIL 2015

CDM Smith

REV. NO.	DATE	DRWN	CHKD	REMARKS
	3/27	RMM	DDT	REVISED FOR RECORD

DESIGNED BY: M.KAHN
DRAWN BY: M.KAHN
SHEET CHK'D BY: M.KAHN
CROSS CHK'D BY: V.PLANSKY
APPROVED BY: D.TUCKER
DATE: OCTOBER 2012

CDM Smith
125 South Wacker Drive
Suite 600
Chicago, Illinois 60606
Tel: (312) 346-5000

CITY OF HIGHLAND PARK, IL

WATER TREATMENT PLANT IMPROVEMENTS PROJECT

PANELBOARD SCHEDULES

PROJECT NO. 10963-76346
FILE NAME: E076SCHD
SHEET NO. E-76

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LIGHTING FIXTURE SCHEDULE

TYPE	LOCATION	LAMPS	MOUNTING	DESCRIPTION	ACCEPTABLE MANUFACTURER'S CATALOG NUMBERS * ADD VOLTAGE, * = 120V UNLESS OTHERWISE NOTED			REMARKS
CF6	CORROSIVE INDUSTRIAL AREA LOW BAY CEILINGS <= 15 FT	2-32W-FL-LINEAR	SURFACE OR PENDANT	FLUORESCENT ENCLOSED LINEAR CORROSION RESISTANT LUMINAIRE WET AND CORROSIVE UL LISTING, W/ ELECTRONIC RAPID START BALLAST	LITHONIA DMW-232-*-GEB10RS	DAYBRITE VTPT-232-CA-*-EB10R	CROUSE HINDS FVN4232TG-*-CX	
D4	DAMP INDUSTRIAL AREA LOW BAY CEILINGS <= 15 FT	1-32W-FL	SURFACE OR PENDANT	1X4 FOOT CORRIDOR SQUARE BASKET WRAP AROUND UL LISTED FOR DAMP LOCATIONS WITH EMERGENCY OPTION W/ ELECTRONIC RAPID START BALLAST	LITHONIA CS-132-*-GEB10RS	LIGHTOLIER LSW-4-1-32-*-HI	METALUX BC-132-VOLT-EB81	
D5	DAMP INDUSTRIAL AREA LOW BAY CEILINGS <= 15 FT	1-32W-FL	WALL MOUNT	1X4 FOOT CORRIDOR SQUARE BASKET WRAP AROUND UL LISTED FOR DAMP LOCATIONS W/ ELECTRONIC RAPID START BALLAST	LITHONIA CS-132-*-GEB10RS	LIGHTOLIER LSW-4-1-32-*-HI	METALUX BC-132-VOLT-EB81	
D12	DAMP INDUSTRIAL AREA LOW BAY CEILINGS <= 15 FT	2-32W-FL-LINEAR	SURFACE OR PENDANT	FLUORESCENT 4 FT ENCLOSED & GASKETED LINEAR UNIT UL LISTED FOR DAMP LOCATIONS W/ ELECTRONIC RAPID START BALLAST	LITHONIA DM-232-*-GEB10RS	DAYBRITE V2WAE-232-*-1/2EB-EB10R	LEGION 14-232-ACP-EBO-DL	
D13	DAMP INDUSTRIAL AREA LOW BAY CEILINGS <= 15 FT	2-32W-FL-LINEAR	WALL MOUNT	FLUORESCENT 4 FT ENCLOSED & GASKETED LINEAR UNIT UL LISTED FOR DAMP LOCATIONS W/ ELECTRONIC RAPID START BALLAST	LITHONIA DM-232-*-GEB10RS	DAYBRITE V2WAE-232-*-1/2EB-EB10R	LEGION 14-232-ACP-EBO-DL	
D50	DAMP INDUSTRIAL AREA LOW BAY <= 15 FT	175W-MH	CEILING PENDANT	METAL HALIDE ENCLOSED & GASKETED LOW BAY UNIT WITH DOME REFLECTOR & PULSE START BALLAST UL LISTED FOR DAMP LOCATIONS	LITHONIA TXR-175MP-PA25-*-TB-WL	DAYBRITE LBH-175P-MT-LR23	LUMARK MH-EP-R28-175-*-	
G6	GENERAL INDUSTRIAL AREA LOW BAY CEILINGS <= 15 FT	2-32W-FL-LINEAR	SURFACE OR PENDANT	FLUORESCENT 4 FOOT LINEAR UNIT W/ ELECTRONIC RAPID START BALLAST	LITHONIA AF-10-2-32-*-PO-GEB10RS	DAYBRITE 1F232-PP-*-1/2EB-EB10R	METALUX IA-232-UNV-EB81	
G7	GENERAL INDUSTRIAL AREA LOW BAY CEILINGS <= 15 FT HALLWAYS / STAIRWELLS	2-32W-FL-LINEAR	WALL MOUNT	FLUORESCENT 4 FOOT LINEAR UNIT W/ ELECTRONIC RAPID START BALLAST	LITHONIA AF-10-2-32-*-PO-GEB10RS	DAYBRITE 1F232-PP-*-1/2EB-EB10R	METALUX IA-232-UNV-EB81	
G8	GENERAL INDUSTRIAL AREA LOW BAY CEILINGS <= 15 FT	3-32W-FL-LINEAR	SURFACE OR PENDANT	FLUORESCENT 4 FOOT LINEAR UNIT W/ TWO ELECTRONIC RAPID START BALLAST	LITHONIA AF-10-3-32-*-PO-GEB10RS	DAYBRITE 1F332-PP-*-1/2EB-EB10R	METALUX DIM-332-UNV-EB82	
G13	INDUSTRIAL AREA HIGH BAY >= 15 FT	6-54W-FL-LINEAR	CEILING PENDANT	HIGH GLOSS WHITE BAKED ENAMEL FINISH NORMAL DISTRIBUTION MIRO 4 SPECULAR REFLECTOR AND HIGH LUMEN OUTPUT T5HO LAMPS	LITHONIA FGB24-6-54T5HO-*-	DAYBRITE FBF-6-54HO-*-	-	
WF6	WET INDUSTRIAL AREA LOW BAY CEILINGS <= 15 FT	2-32W-FL-LINEAR	SURFACE OR PENDANT	FLUORESCENT ENCLOSED & GASKETED LINEAR UNIT UL LISTED FOR WET LOCATIONS W/ ELECTRONIC RAPID START BALLAST	LITHONIA DMW-232-*-GEB10RS	RAL MHD-265-4-2-*-	LEGION 14-232-ACP-EBO-WL	
WF7	WET INDUSTRIAL AREA LOW BAY CEILINGS <= 15 FT	2-32W-FL-LINEAR	WALL MOUNT	FLUORESCENT ENCLOSED & GASKETED LINEAR UNIT UL LISTED FOR WET LOCATIONS W/ ELECTRONIC RAPID START BALLAST	LITHONIA DMW-232-*-GEB10RS	RAL MHD-265-4-2-8-*-	LEGION 14-232-ACP-EBO-WL	
WM1	WET INDUSTRIAL AREA LOW BAY <= 15 FT	175W-MH	CEILING PENDANT	METAL HALIDE ENCLOSED & GASKETED LOW BAY UNIT WITH GUARD AND DOME REFLECTOR & PULSE START BALLAST UL LISTED FOR WET LOCATIONS	LITHONIA TXR-175MP PA25D- TB -CSA-WL	DAYBRITE LLB-175P-MT-LRA	HOLOPHANE LY175PM-MT-PGD10-W	
WM2	WET INDUSTRIAL AREA HIGH BAY >= 15 FT	400W-MH	WALL MOUNT	CLEAR METAL HALIDE MOGUL BASE LAMP HIGH BAY UNIT DIE CAST ALUMINUM. HOUSING HIGH BAY REFLECTOR & PULSE START BALLAST	BETA LIGHTING BIL-W22-H-T4-400PMH-*-	-	-	PROVIDE APPROPRIATE MOUNTING HARDWARE
OM1	OUTDOOR WALL PACK	70W MH	WALL MOUNT	WALL DIRECTOR WALL MOUNTED MH LUMINAIRE DIE CAST ALUM. REFLECTOR SYSTEM WITH SPECULAR PANELS DIE CAST ALUM. HOUSING AND LENS FRAME CLEAR FLAT GLASS LENS	KIM LIGHTING WD14D3-70PMH-*-	-	-	PROVIDE APPROPRIATE MOUNTING HARDWARE
E1	INDUSTRIAL INDOOR	LED	UNIVERSAL MOUNT	DOUBLE FACE LED SELF POWERED EXIT SIGN WITH DUAL VOLTAGE - 120/277V, RED LETTERS ON A STENCIL FACE PANEL, 20 YEAR LIFE, SELF DIAGNOSTICS, UNIVERSAL ARROW / MOUNT & UL LISTING	LITHONIA LE-S-W-2-R-*-ELN-SD	EMERGI-LITE 12DXN2R	SIGNTEX RPR-BB-2R-W	FURNISH W/ ARROWS AND PROVIDE APPROPRIATE MOUNTING HARDWARE AS INDICATED ON THE DRAWING
E2	INDUSTRIAL DAMP/ DUSTY	LED	UNIVERSAL MOUNT	DOUBLE FACE LED SELF POWERED EXIT SIGN WITH DUAL VOLTAGE - 120/277V, RED LETTERS ON A STENCIL FACE PANEL, 20 YEAR LIFE, SELF DIAGNOSTICS, UNIVERSAL ARROW / MOUNT & DAMP UL LIST	LITHONIA LV-S-W-2-R-*-ELN-UM-DL-SD	EMERGI-LITE ECLXN-4-R-DL-D	DUAL-LITE SCDRWE-120/277	FURNISH W/ ARROWS AND PROVIDE APPROPRIATE MOUNTING HARDWARE AS INDICATED ON THE DRAWING
E3	INDUSTRIAL WET	LED	UNIVERSAL MOUNT	DOUBLE FACE LED SELF POWERED EXIT SIGN WITH DUAL VOLTAGE - 120/277V, RED LETTERS ON A STENCIL FACE PANEL, 20 YEAR LIFE, SELF DIAGNOSTICS, UNIVERSAL ARROW / MOUNT & WET UL LIST	LITHONIA LV-S-W-2-R-*-ELN-UM-4X-SD	EMERGI-LITE WW-SVXN-2-R-4X	DUAL-LITE LN4XRWE-*	FURNISH W/ ARROWS AND PROVIDE APPROPRIATE MOUNTING HARDWARE AS INDICATED ON THE DRAWING
E4	INDUSTRIAL NEMA 4X	LED	UNIVERSAL MOUNT	DOUBLE FACE LED SELF POWERED EXIT SIGN WITH DUAL VOLTAGE - 120/277V, RED LETTERS ON A STENCIL FACE PANEL, 20 YEAR LIFE, SELF DIAGNOSTICS, UNIVERSAL ARROW/MOUNT & NEMA 4X UL LIST	LITHONIA LV-S-W-2-R-*-ELN-UM-4X-SD	EMERGI-LITE WW-SVXN-2-R-D-4X	DUAL-LITE LN4XRWE-120/277-I	FURNISH W/ ARROWS AND PROVIDE APPROPRIATE MOUNTING HARDWARE AS INDICATED ON THE DRAWING
BU	GENERAL INDUSTRIAL	2-8W HALOGEN	WALL SURFACE	12-VOLT MAINTENANCE FREE LEAD CALCIUM BATTERY UNIT, DUAL VOLTAGE 120/277V, 100W MINIMUM CAPACITY, VOLTMETER, TWO 8W HEADS, NEMA 1 & 12 RATED	LITHONIA ELT125-H-VM	EMERGI-LITE 12ILSM110-2-HF-F-V	HOLOPHANE DM8-T-15-2-V-WD	
BU2	INDUSTRIAL WET / CORROSIVE	2-12W HALOGEN	WALL SURFACE	12-VOLT MAINTENANCE FREE LEAD CALCIUM BATTERY UNIT, DUAL VOLTAGE 120/277V, 100W MINIMUM CAPACITY, VOLTMETER, TWO, 9W HEADS, NEMA 4X RATED, WITH FIBERGLASS ENCLOSURE	LITHONIA INDX12125-H1212-SEL	EMERGI-LITE 12KSM110-2-HF-F-V	HOLOPHANE DM6-C-100-T-2-NA-NW	
RH1	GENERAL INDUSTRIAL	2-8W HALOGEN	WALL SURFACE	8 WATT, 12-VOLT, TWIN HALOGEN, REMOTE ADJUSTABLE WALL LIGHTING HEADS, SUITABLE FOR INDUSTRIAL LOCATIONS UL LISTED	LITHONIA ELA-T-H0812	EMERGI-LITE EF-9D(HF)	HOLOPHANE 2LRNW	
RH3	INDUSTRIAL WET	2-8W HALOGEN	WALL SURFACE	8 WATT, 12-VOLT, TWIN HALOGEN, REMOTE ADJUSTABLE WALL LIGHT HEADS, SEALED AND GASKETED WET UL LISTING	LITHONIA ELA-T-NX-H0812S-WM	EMERGI-LITE EF-11D(XF)	HOLOPHANE 2-NW-SH	
RH4	INDUSTRIAL NEMA 4X	2-8W HALOGEN	WALL SURFACE	8 WATT, 12-VOLT, TWIN HALOGEN, REMOTE ADJUSTABLE WALL LIGHTING HEADS, SEALED, GASKETED AND CORROSION RESISTANT, NEMA 4X UL LISTING	LITHONIA ELA-T-IND-H0812S-WM	MCPHILBEN 2-PNK	CROUSE HINDS EVLA12	
WM3	WET INDUSTRIAL AREA LOW BAY<= 15'	6500 LUMEN LED	WALL SURFACE	LED, ROUND CYLINDER DOWNLIGHT FIXTURE TWO STAGE REFLECOR	PORTFOLIO LCRWM8A 65 D010 P ER8A 65 8 35 8LWOLI			

NOTES:

1. ALL EXIST SIGNS AND EMERGENCY LIGHTING INCLUDED IN THE PROJECT SHALL HAVE A MINIMUM OF 90 MINUTES OF BATTERY LIFE.
2. ALL EXIT SIGNS AND EMERGENCY LIGHTING INCLUDED IN THE PROJECT SHALL BE VL 924 LISTED AND LABELED.

RECORD DRAWING

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By MICHAEL KAHN Date APRIL 2015

CDM Smith

REV. NO.	DATE	DRWN	CHKD	REMARKS
	3/27	RMM	DDT	REVISED FOR RECORD

DESIGNED BY: C.PURAVI
DRAWN BY: N.PARI
SHEET CHK'D BY: M.KAHN
CROSS CHK'D BY: V.PLANSKY
APPROVED BY: D.TUCKER
DATE: OCTOBER 2012

CDM Smith
125 South Wacker Drive
Suite 600
Chicago, Illinois 60606
Tel: (312) 346-5000

CITY OF HIGHLAND PARK, IL

WATER TREATMENT PLANT IMPROVEMENTS PROJECT

LIGHTING FIXTURE SCHEDULE

PROJECT NO. 10963-76346
FILE NAME: E079SCHD

SHEET NO.
E-79

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SPECIAL PROVISIONS - GENERAL

1 - Forms of Special Provisions

Omissions of words or phrases such as "the contractor shall," "in conformance with," "shall be," "as noted on the plans," "according to the plans," "a," "the," and "all" are intentional, and the Contractor must supply omitted words or phrases by inference.

2 - Notice to Proceed

The Contractor shall proceed with the work and in the time set forth according to the conditions as outlined in the Invitation for Bids.

3 - Minor Work

Any minor work not specifically mentioned in the specifications or shown on the plans, but obviously necessary for proper completion of the work, shall be considered as being a part of and included in the contract, shall be executed in the proper manner and the Contractor shall not be entitled to extra or additional compensation for the same.

4 - Waste Sites

All waste material shall be hauled to a site of the Contractor's choice. Cost of disposal of same will be included in the contract cost and not paid by the City as a separate item.

5 - Working Days

Except for such work as may be required to properly maintain lights and barricades, no work will be permitted on Sunday, legal holidays, or weekdays between 7:00 p.m. and 7:00 a.m. On Saturdays, no work shall begin before 9:00 a.m. or continue after 5:00 p.m. without specific written permission of the Engineer.

If work outside of normal working day hours is necessary, payment at 1.5 times the salary and benefits of the City inspector shall be payable to the City. Reasonable delays due to weather or conditions beyond the control of the City or Contractor may not require payment.

6 - Codes and Standards

The "Standard Specifications for Road and Bridge Construction" prepared by the State of Illinois, Department of Transportation and adopted by said Department January 1, 2016, the Supplemental Specifications and Recurring Special Provisions adopted by said Department January 1, 2020 and the latest Standard Specifications for Traffic Control Items, prepared by said Department shall govern the construction of the proposed improvement insofar as applicable and except as modified herein; said specifications shall hereinafter be referred to as the "Standard Specifications." The following regulations or the latest revisions thereof are adopted by reference and the Contractor shall be responsible for conformance to same:

1. "Highland Park Building Code"
2. "Illinois Manual of Uniform Traffic Control Devices"

The following special provisions supplement these specifications, and in case of conflict, the special provisions shall take precedence and shall govern:

Division 1. Add the following articles to Section 101 of the State Standard Specifications –

Definition of Terms:

Art. 101.14 Department

The terms ", Council, City Council, Municipality" or other words used to describe the Awarding Authority in these documents and the Standard Specifications shall be interpreted to mean the City Council of the City of Highland Park.

Art. 101.39Roadway

Shall also include "Street, Parking Lots, Public Easements, Approaches," and shall be construed to mean the entire area defined in Art. 101.35.

7 - Water from the City of Highland Park

Water for construction purposes may be available from the City. The City's first preference is that the Contractor obtain water from the Public Works yard at 1150 Half Day Road. A water use permit must be taken out by the contractor without fee. If obtaining water from the Public Works yard is not practical then water from a City fire hydrant may be available. The City will dictate which hydrant may be used by the Contractor. A City meter is required to connect to a hydrant and a deposit is required prior to issuance of the meter. Upon completion of use of water the meter must be returned to the City in good condition. Meters damaged by the Contractor will be either repaired or replaced at the Contractor's expense.

8 - Access

The Contractor shall conduct his operation so that access to existing homes and businesses are maintained.

9 - Construction Schedule

Prior to commencing construction operations, the Contractor or his authorized representative shall meet with the Engineer of the City of Highland Park and present, in writing, his proposed construction schedule. Said schedule shall contain such information as the Engineer deems necessary, particularly in regard to location and date of starting construction, location of off-site disposal areas and access routes to be used, and when various phases of the work (including restoration) will be completed.

10 - Conduct of Construction Operations

Cooperation shall be extended by the Contractor to notify homeowners and businesses as to when direct vehicular access to their property will be curtailed and approximate length of time of such curtailment and directions where to park. Written notification will be given to all effected properties 48 hours prior to access curtailment. A sample letter shall be provided to the Engineer at the time of the pre-construction meeting.

Heavy construction vehicles will not be permitted to cross over curbs or use private driveways for turnarounds. Any damage to parkways, curbs, and driveways caused by the Contractor's operations will be repaired at his expense.

11 - Sanitary Facilities & Rubbish Control

The Contractor shall provide suitable toilet facilities at the job site in a location approved by the Engineer. The facility shall be approved by the City and shall be kept in a clean and sanitary condition. Sanitary Sewer manholes used for toilet facilities shall be cleaned and flushed upon removal of temporary toilet facilities.

During construction, the premises shall be kept clean of rubbish, paper and other debris. A suitable refuse container shall be provided in the vicinity of the parking area for disposal of lunch wrappings and garbage. The refuse contained shall be emptied regularly.

12 - Tree Trimming

All tree trimming, pruning and repair of wound surfaces shall be at the Contractor's expense and under the supervision of the City Forester. The Contractor shall provide proper tree guards to protect trees from

damage due to construction equipment and operations. The Contractor shall provide all labor and materials required, and the cost thereof shall be incidental to the contract. All dead trees within the right of way of the improvement shall be removed and shall be paid for at the contract unit price listed in the proposal.

13 - Construction Safety

The Contractor shall take all precautions necessary to protect the general public and his workmen from hazardous locations that might occur within the limits of the improvement. All trench openings and other construction openings extending below the pavement subgrade shall be fenced off with an adequately supported four-foot high snow fence at all times when actual construction is not in progress at the opening location.

The duty of the Engineer to inspect all work done and materials furnished and to suspend any work that is being improperly performed does not include review or approval of the adequacy of the contractor's safety measures, methods and bracing of excavated trenches in, on or near the construction site.

14 - Bracing and Sheeting

It shall be the contractor's responsibility to protect open cut trenches as may be required by state or federal law, as may be necessary to protect life, property, or the work. Trenches in the pavements or in close proximity to improved streets or roadways shall be sheeted or braced in a substantial and effective manner. Sheeting may be removed after backfilling has been completed to such elevation as to permit its safe removal. Sheeting and bracing left in place must be removed for a distance of three feet below the established street grade. The cost of furnishing, placing and removing sheeting and bracing shall be incidental to construction, and included in the contract unit price for the work being done.

15 - Potable Water Lines

Any work performed on a potable water supply **shall be done under the direction of a plumber licensed by the State of Illinois.** The contractor shall furnish the Engineer with the plumber's license number prior to starting any work on any potable water supply.

16 - Protection of Utilities

In excavating trenches and laying pipe, all existing utilities, including water pipes and services, sewer pipes and services, gas pipes and services, electric or telephone transmission pole lines, cable or conduits, shall be protected, supported, maintained in service and restored to the condition in which they were found, all at no extra remuneration. Where any utility facility, including service connections, is endangered or damaged by the work, the utility management shall be notified by the contractor, and the contractor shall cooperate with the utility and pay the cost of protection and repair, if damaged. The engineers have endeavored to locate subsurface obstructions from field surveys and available records, and known structures are shown on the plans or notice given of their presence. While the work was carefully done, the accuracy of the information cannot be guaranteed. Invert elevations of sanitary and storm sewers have been obtained from field surveys; where possible, elevations are shown on the plans. Wherever the contractor deems it necessary to determine the exact location of existing pipe, valve, or other underground structures, the contractor may make any examinations that he may determine desirable in advance of the work. No added compensation will be paid therefore.

END OF SPECIAL PROVISIONS – GENERAL

SECTION 00 01 10

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Contract 1-2025



Technical Specifications

City of Highland Park

Highland Park, Illinois

Issued for Bid

February 5, 2026

STRAND ASSOCIATES®

TECHNICAL SPECIFICATIONS

CITY OF HIGHLAND PARK
HIGHLAND PARK, ILLINOIS
WATER TREATMENT FACILITY ENERGY EFFICIENCY IMPROVEMENTS
CONTRACT 1-2025





Prepared by:

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Issued for Bid
February 5, 2026

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DIVISION 01 SPECIFICATIONS

SECTION 01 11 00

SUMMARY OF WORK

PART 1–GENERAL

1.01 DIVISION ONE

A. The requirements of Division 01 apply to all sections of the Contract.

1.02 PROJECT SCOPE

A. CONTRACTOR shall provide all items, articles, materials, operations or methods mentioned or scheduled on the Drawings or herein specified: including all labor, supervision, equipment, incidentals, taxes, and permits necessary to complete the Work as described within the Contract Documents. CONTRACTOR shall install all items provided by OWNER as mentioned or scheduled on the Drawings or herein specified.

1.03 CONTRACT DOCUMENTS–INTENT AND USE

A. Intent of Documents:
   1. Singular notations and Specifications shall be considered plural where application is reasonably inferred.
   2. Mention or indication of extent of work under any division or Specification section is done only for convenience of CONTRACTOR and shall not be construed as describing all work required under that division or section.
   3. Some individual sections may contain a list of related sections. The list of related sections in individual sections is provided for the convenience of CONTRACTOR and is not necessarily all-inclusive. CONTRACTOR may not rely upon this listing for determination of scope of work. Other sections of the Specifications not referenced in individual sections shall apply as required for proper performance of the Work.
   4. Command type sentences may be used in the Contract Documents. These sentences refer to and are directed to CONTRACTOR.
   5. Symbols for various elements and systems are shown on the Drawings. Should there be any doubt regarding the meaning or intent of the symbols used, a written interpretation shall be obtained from ENGINEER.

B. Use of Documents:
   1. CONTRACTOR shall examine all Specifications and Drawings for the Work, including those that may pertain to Work CONTRACTOR does not normally perform with its own forces.
   2. CONTRACTOR shall use all of the Project Drawings and Specifications:
      a. For a complete understanding of the Project.
      b. To determine the type of construction and systems required.
      c. For coordination with other contractors.
      d. To determine what other work may be involved in various parts or phases.
      e. To anticipate and notify others when work by others will be required.
      f. And all other relevant matters related to the project.
   3. CONTRACTOR is also bound by all requirements of the Contract Documents which are applicable to, pertain to, or affect its Work as may be shown or inferred by the entire set of Project Drawings and Specifications.

1.04 CONSTRUCTION REQUIREMENTS

A. General Information and Requirements:

1. The City of Highland Park Water Utility operates the WTP on a three-shift basis (Monday through Sunday). The first shift normally starts the plant at 7 A.M. until 3 P.M. The second shift, which starts at 3 P.M., continues to operate the WTP until 10 P.M. The third shift, which starts at 10 P.M., continues to operate the WTP until 7 A.M.
2. It shall be the responsibility of CONTRACTOR to not in any way impair the normal treatment or operation efficiency of the facilities, regardless of the Work underway. No bypassing of raw or partially treated water to the distribution system or to downstream treatment units shall occur at any time as a result of construction unless authorized in writing by plant superintendent. In general, this requires that new facilities be complete and ready for service, including disinfection, or that temporary facilities be provided prior to removing existing units from service for modifications or repair. CONTRACTOR shall provide all temporary piping, bypass pumping, temporary electrical, temporary construction, and disinfection required to meet the requirements of this section and to complete the Work.
3. Operation of the water supply and treatment facilities will be the responsibility of OWNER. CONTRACTOR shall cooperate with the water utility operation staff at all times, and removal of any operating units from service shall be coordinated by CONTRACTOR with OWNER and ENGINEER. Prior to removing or placing any unit process in or out of service, CONTRACTOR shall request in writing authorization from OWNER. CONTRACTOR shall attach to all requests for placing unit process in service, the laboratory results for bacteriological test showing that safe samples were obtained.
4. Unless otherwise specified or shown on the Drawings, new facilities shall be completed and ready for service and placed into successful operation before existing facilities are taken out of service for modification/upgrading. No more than one existing treatment unit may be taken out of service at a time when making piping interconnections, etc., so that the remaining units are available for treatment. CONTRACTOR shall coordinate taking units out of service and placing units back in service with OWNER.
5. CONTRACTOR shall maintain plant site roadways open at all times to meet OWNER's requirements, including the lime precipitate (sludge) loading area at the storage tank (existing and new). Access by roadway to other plant facilities including delivery of chemical plant such as pebble lime, chlorine gas, coagulant, and fluoride shall be maintained, except as approved by OWNER. CONTRACTOR shall be responsible for maintaining roadways in drivable conditions.
6. Outage Plan: CONTRACTOR shall submit for review, a detailed pump outage plan which includes time scheduled for work activities necessary to remove pump, piping, electrical service, equipment, or structure from service. The plan shall be in writing and also in the form of a bar graph. The outage plan shall be coordinated with the work construction schedule and shall be updated monthly. The outage plan shall follow the construction sequence specified herein and shall include the length of time required to complete said work. The length of time unit processes are out of service shall be minimized. To that end, all new equipment, tools, and materials required for the Work shall be readily available when outage is implemented to minimize down time of unit processes.

1.05 CONTRACTOR USE OF SITE

A. General:
   1. The “area of the site” referred to in these Specifications shall be as shown on the Drawings. If the “area of the site” is not shown, OWNER's property lines, the Project right-of-way and/or any easements obtained for the Project shall be considered the “area of the site.”
   2. Construction activities shall be confined within the “area of the site” limits.
   3. From the start of work to completion CONTRACTOR is responsible for the care of the site and the premises which are affected by operations of Work of this Contract.
   4. Except for permanent site improvements provided under the Contract, CONTRACTOR shall restore property disturbed during the Work, to the conditions which previously existed.
   5. Work in occupied spaces shall be restricted to specified Work and essential activities, such as making necessary connections and extending services or constructing temporary access ways. Such work shall be scheduled in advance with OWNER.

B. Parking and Deliveries:
   1. CONTRACTOR is responsible for control of traffic by vehicles and persons within the limits of its operations.
   2. Parking for employees, subcontractors, and agents of CONTRACTOR shall be in areas subject to approval of OWNER.
   3. Access to the site for delivery of construction material or equipment shall be subject to approval of OWNER.

1.06 EXISTING SERVICES, OVERHEAD UTILITIES, AND UNDERGROUND FACILITIES INCLUDING STRUCTURES

A. Interruption of existing services and systems including heating, ventilating, air conditioning, water, sanitary, lighting and power, signal and security systems, and similar work shall be kept to an absolute minimum and shall be limited to times approved by OWNER.

B. If deemed necessary by OWNER, such work shall be accomplished after OWNER’s normal office hours.

C. Work shall not commence until all labor, materials, and equipment are available so Work can continue without interruption or delay.

D. Should uncharted or incorrectly charted services or Underground Facilities be encountered during installation, notify OWNER and consult with utility owner immediately.

E. Cooperate with OWNER and utility companies in keeping respective services and Underground Facilities in operation and repair any damage.

F. CONTRACTOR shall not interrupt existing services and Underground Facilities occupied and used by OWNER or others, except when permitted in writing by OWNER.

G. Any accidental interruption of services and Underground Facilities shall be repaired immediately, including provision of temporary facilities until permanent repairs can be made.

H. Prior to any excavation, demolition, or drilling on site, CONTRACTOR shall contact owners of the Underground Facilities in and near the construction area of the intent to excavate,

demolish, or drill. As part of this notification requirement, CONTRACTOR shall contact "JULIE" (811 or 1-800-892-0123). CONTRACTOR shall be aware that not all owners participate in "JULIE." A call to this agency shall not absolve CONTRACTOR of the requirements for contacting owners of all Underground Facilities in and near the construction area. CONTRACTOR shall give reasonable advance notice to "JULIE" and other owners for the notification which shall not be less than the minimum advance notification required.

I. Locations and elevations of services and Underground Facilities as shown on the Drawings are approximate. It shall be CONTRACTOR's responsibility to determine their exact location when in their vicinity. To this end, CONTRACTOR shall proceed with caution in the excavation and preparation of the Site so the exact location of services and Underground Facilities can be determined. CONTRACTOR shall include in the Contract Price any costs for temporary or permanent relocations of such services and Underground Facilities required to complete the Work unless specifically indicated otherwise in the Specifications.

J. Where potential grade conflicts might occur with existing services and Underground Facilities, CONTRACTOR shall uncover such services and Underground Facilities sufficiently in advance of construction so that elevations may be determined to allow any necessary adjustments to be made.

K. CONTRACTOR shall coordinate with overhead utility companies prior to the Work. CONTRACTOR shall provide all necessary temporary and permanent support relocation or temporary and permanent restraint to maintain overhead utilities in service.

L. CONTRACTOR shall keep an accurate and complete record of all such services and Underground Facilities encountered and shall provide OWNER a copy of this record. The record shall include a description of the item encountered, opinion as to conditions, and adequate measurements and depths so that the item can be located in the future.

M. CONTRACTOR shall inspect all services and Underground Facilities for condition and soundness. Unsound conditions shall be reported to OWNER immediately after exposing. CONTRACTOR shall not proceed with the Work until the service or facility owner has been notified. Service or facility owner shall then be given time to inspect and correct, if required, the service or Underground Facility. CONTRACTOR may make claim should CONTRACTOR feel a price or time adjustment is justified.

N. Any additional costs incurred because of failure of CONTRACTOR to report the condition of any and all existing services and Underground Facility encountered shall be paid for by CONTRACTOR.

O. Whenever ENGINEER feels it is necessary to explore and excavate to determine the location of existing services and Underground Facilities, CONTRACTOR shall make explorations and excavations for such purposes. If CONTRACTOR is required to perform additional Work in making the explorations and excavations, extra compensation will be allowed as provided for in the Contract.

1.07 PROTECTION OF WORK AND IMPROVEMENTS

A. CONTRACTOR shall protect the property of OWNER, existing improvements, and the Work installed by CONTRACTOR and others from abuse, damage, dust, debris, and other objectionable materials resulting from construction activities.

B. CONTRACTOR shall provide suitable covers, partitions, or other dust and fume containment devices to suit construction operations.

C. CONTRACTOR shall keep property, existing improvements, and the Work including structures, mains, fittings, and accessories free from dirt and foreign matter at all times.

D. CONTRACTOR shall provide temporary plugging of openings, holes, and pipe ends that are existing or that CONTRACTOR has installed.

E. Property, improvements, and Work damaged by CONTRACTOR shall be repaired or replaced by CONTRACTOR to the satisfaction of OWNER.

F. CONTRACTOR is cautioned that existing public and private streets, alleyways, and roads may not hold up to typical construction traffic or activities. CONTRACTOR shall repair or replace streets, alleyways, roads, and shoulders damaged by its construction activities to their original condition at CONTRACTOR's expense.

1.08 AVAILABILITY OF LANDS

A. Easements were not obtained for this Project. CONTRACTOR shall confine its operations, equipment and storage areas to the lands and rights-of-way in which the Project is to be located. CONTRACTOR may enter into written agreements with property owners for use of other lands during construction. Copies of such agreements shall be provided to OWNER.

PART 2–PRODUCTS

NOT APPLICABLE

PART 3–EXECUTION

NOT APPLICABLE

END OF SECTION

SECTION 01 29 00

CONTRACT CONSIDERATIONS

PART 1–GENERAL

1.01 SUMMARY

A. Work Included: Measurement and Payment–Lump Sum.

1.02 MEASUREMENT AND PAYMENT–LUMP SUM

A. Payment for Lump Sum projects will be based on the accepted schedule of values for the project.

B. An acceptable schedule of values will include the following features:
   1. Schedule shall list the installed value of the component parts of the work in sufficient detail to serve as a basis for computing values for progress payments during construction. Schedule shall be subdivided as necessary by specification section and work area.
   2. Identify each line item with the number and title of the respective Specification Section.
   3. For each major line item list sub-values of major products or operations under the item.
   4. For the various portions of the work:
      a. Each item shall include a directly proportional amount of CONTRACTOR's overhead and profit.
      b. For items on which progress payments will be requested for stored materials, break down the value into:
         (1) The cost of the materials, delivered and unloaded, with taxes paid. Paid invoices are required for materials upon request by ENGINEER.
         (2) The total installed value.
   5. The sum of all values listed in the schedule shall equal the total Contract Sum.
   6. Schedule shall include a separate listing of general items such as bonds, insurance, mobilization, demobilization, field supervision, record documents, and cash allowances.

C. Once a schedule of values is accepted, it shall not be revised, except for changes associated with subsequently executed change orders.

D. No separate measurement for payment will be performed for Lump Sum Work.

E. CONTRACTOR shall estimate percentage of Work completed. ENGINEER will review CONTRACTOR's estimate of quantity of Work completed.

F. Payment will be made based on the percentage of the Contract completed less retainage and/or liquidated damages.

G. Unless noted otherwise, all Work described in the Specifications and/or shown on the Drawings shall be included in the Lump Sum Bid.

H. Some technical specification sections may include payment provisions. These provisions are in addition to the provisions of this section which apply to all of the Work.

PART 2–PRODUCTS

NOT APPLICABLE

PART 3–EXECUTION

NOT APPLICABLE

END OF SECTION

SECTION 01 31 00

COORDINATION, FIELD ENGINEERING, AND MEETINGS

PART 1–GENERAL

1.01 SUMMARY

A. Work Included:
   1. Coordination.
   2. Progress Meetings.
   3. Preinstallation Meeting.
   4. Preconstruction Videoconference.

1.02 COORDINATION

A. CONTRACTOR shall coordinate scheduling, submittals, and work of the various sections of the work to provide an efficient and orderly sequence of installation of interdependent construction elements, with provisions for accommodating items installed later.

B. CONTRACTOR shall verify utility requirements and characteristics of operating equipment are compatible with building utilities and coordinate Work of various sections having interdependent responsibilities for installing, connecting to, and placing in service such equipment.

C. CONTRACTOR shall coordinate space requirements and installation of mechanical and electrical work which are indicated diagrammatically on the Drawings and shall follow routing shown for pipes, ducts, and conduit as closely as practicable; place runs parallel with line of building. Utilize spaces efficiently to maximize accessibility for other installations, for maintenance, and for repairs.

D. In finished areas, except as otherwise indicated, CONTRACTOR shall conceal pipes, ducts, and wiring within the construction and coordinate locations of fixtures and outlets with finish elements.

E. CONTRACTOR shall coordinate completion and cleanup of Work of separate sections in preparation for substantial completion and for portions of Work designated for OWNER's occupancy.

F. After OWNER occupancy of premises, CONTRACTOR shall coordinate access to Site for correction of defective Work and Work not in accordance with Contract Documents to minimize disruption of OWNER's activities.

1.03 PROGRESS MEETINGS

A. Progress meetings will be held throughout progress of the Work at intervals agreed to by OWNER, ENGINEER, and CONTRACTOR. Interval will generally be monthly.

B. CONTRACTOR's project manager, job superintendent, major subcontractors, and suppliers shall attend as appropriate to address agenda topics for each meeting. CONTRACTOR's representatives shall have authority to bind CONTRACTOR to decisions at the meetings.

C. The project schedule shall be updated monthly and shall be reviewed at each progress meeting.

D. CONTRACTOR shall also provide the following information in written form at each meeting.
   1. Construction progress, including:
      a. Activities completed this reporting period.
      b. Activities in progress this reporting period.
      c. Activities scheduled to commence this reporting period.
   2. Description of problem areas.
   3. Current and anticipated delays.
      a. Cause of the delay.
      b. Corrective action and schedule adjustments to correct the delay.
      c. Impact of the delay on other activities, on milestones, and on completion dates.
   4. Changes in construction sequence.

E. ENGINEER will prepare and distribute minutes to all attending parties.

1.04 PREINSTALLATION MEETING

A. When required in individual specification sections, CONTRACTOR shall convene a preinstallation meeting at Work Site prior to commencing Work of the section.

B. CONTRACTOR shall require attendance of parties directly affecting or affected by work of the specific section.

C. CONTRACTOR shall notify ENGINEER seven days in advance of meeting date.

D. CONTRACTOR shall prepare agenda and preside at meeting:
   1. Review conditions of installation, preparation, and installation procedures.
   2. Review coordination with related work.

E. CONTRACTOR shall record minutes and distribute copies to participants and those affected by decisions made within one week after meeting.

1.05 PREINSTALLATION VIDEOCONFERENCE

A. When required in Section 26 09 00–Controls and Instrumentation, CONTRACTOR shall convene a preinstallation videoconference prior to the on-site functional acceptance testing.

B. CONTRACTOR shall require attendance of CONTRACTOR, System Supplier, Division 26 contractor, OWNER, ENGINEER, and all other parties responsible for the equipment and controls schedules for on-site functional acceptance testing.

C. CONTRACTOR shall arrange videoconference two months prior to the anticipated on-site functional acceptance testing. CONTRACTOR shall arrange an additional videoconference one month prior to the date for on-site functional acceptance testing of each group of equipment.

D. Additional requirements for the videoconference can be found in Section 26 09 00–Controls and Instrumentation.

PART 2–PRODUCTS

NOT APPLICABLE

PART 3–EXECUTION

NOT APPLICABLE

END OF SECTION

SECTION 01 33 00

SUBMITTALS

PART 1–GENERAL

1.01 SUMMARY

A. Work Included:
1. Whenever possible throughout the Contract Documents, the minimum acceptable quality of workmanship and materials has been defined either by manufacturer's name and catalog number or by reference to recognized industry standards.
2. To facilitate CONTRACTOR's understanding of the design intent, procedures have been established for advance submittal of design data and for its review or rejection by ENGINEER.
3. The type of submittal requirements specified in this section include construction progress schedule, submittal schedule, shop drawings, product data, samples, maintenance manuals, and other miscellaneous work-related submittals.

B. Related work described elsewhere: More detailed requirements for submittals are described in other sections of these Specifications for some materials and equipment. They are to be considered additional requirements to supplement the requirements specified in this section.

C. Definitions: "Electronic Submittal" is defined as any submittal transmitted electronically to ENGINEER for review.

1.02 IDENTIFICATION OF SUBMITTALS

A. CONTRACTOR shall completely identify each submittal and resubmittal by showing at least the following information:
1. Name and address of submitter, plus name and telephone number of the individual who may be contacted for further information.
2. Name and location of project and identification number.
3. Drawing number and Specifications section number to which the submittal applies.
4. Include the date of each submittal or resubmittal.

1.03 GROUPING OF SUBMITTALS

A. Unless otherwise specifically permitted by ENGINEER, CONTRACTOR shall make all submittals in groups containing all associated items so that information is available for checking each item when it is received.

B. Partial submittals may be rejected as not complying with the provisions of the Contract Documents.

1.04 TIMING OF SUBMITTALS

A. CONTRACTOR shall make all submittals far enough in advance of scheduled dates of installation to provide required time for reviews, for securing necessary approval, for possible revision and resubmittal, and for placing orders and securing delivery.

B. The review period for submittals that are received after 3 P.M. shall commence on the following business day.

1.05 CONSTRUCTION PROGRESS AND SUBMITTAL SCHEDULES

A. Submit preliminary schedules within 10 days of the Effective Date of the Contract.

B. Revise schedules incorporating any comments provided at the schedule review conference and resubmit.

C. As a minimum, the construction progress schedule shall consist of a horizontal bar chart with a separate line for each major portion of Work or operation, identifying first workday of each week.

D. Show complete sequence of construction by activity, identifying Work of separate stages and other logically grouped activities. Indicate the early and late start, early and late finish, float (defined as the amount of time an activity can be delayed without impacting completion deadlines), and duration for each activity. Identify activities that are on the critical path.

E. Include line items for milestones (if any), Substantial, and Final Completion.

F. Submit updated schedules with each Application for Payment, identifying changes since previous version.

G. Indicate estimated percentage of completion for each item of Work at each submission.

H. Indicate submittal dates required for shop drawings, product data, samples, and product delivery dates.

1.06 SHOP DRAWINGS

A. Shop drawings shall include specially prepared technical data for this project including drawings, diagrams, performance curves, data sheets, schedules, templates, patterns, reports, calculations, instructions, measurements, and similar information not in standard printed form for general application to a range of similar projects. Shop drawings shall be submitted for all manufactured or fabricated items. See individual technical sections for special requirements.

B. CONTRACTOR shall make all shop drawings accurately to scale and sufficiently large to show all pertinent aspects of the item and its method of connection to the work.

C. Shop drawings shall be checked, approved, and stamped by CONTRACTOR before transmittal to ENGINEER for review and approval.

D. Complete shop drawings and descriptive data shall be submitted on all manufactured or fabricated items prior to 50% completion of the Work. Applications for payment beyond 50% of the Contract amount will not be recommended for payment until all shop drawings are submitted, including color hard copies if requested by OWNER, or a revised schedule for any remaining submittals is agreed to by OWNER and ENGINEER.

E. CONTRACTOR shall submit shop drawings following the electronic submittal procedure described below.

F. Shop drawings submitted to ENGINEER will be reviewed and stamped “Approved,” “Approved as Noted,” “Approved as Noted-Resubmit,” or “Not Approved.” CONTRACTOR shall resubmit shop drawings stamped “Approved as Noted-Resubmit” and “Not Approved,” and will continue this process until shop drawings are stamped “Approved” or “Approved as Noted.” If Drawings are stamped “Approved as Noted-Resubmit,” fabrication may proceed in accordance with the marked-up shop drawings. Installation shall not proceed until shop drawings have been resubmitted and stamped “Approved” or “Approved as Noted.”

G. If shop drawings are stamped “Approved as Noted” or “Approved as Noted-Resubmit” and CONTRACTOR does not agree with revisions or cannot conform with revisions, fabrication shall not proceed and shop drawings shall be resubmitted with explanation of CONTRACTOR’s position.

H. All shop drawings used for construction site activities shall bear the “Approved” or “Approved as Noted” stamp of ENGINEER.

I. PDF Submittal Procedures:
   1. Summary:
      a. Shop drawing and product data submittals shall be transmitted to ENGINEER in electronic (PDF) format.
      b. The intent of PDF submittals is to expedite the construction process by reducing paperwork, improving information flow, and decreasing turnaround time.
      c. The PDF submittal process is not intended for color samples, color charts, or physical material samples.
   2. Procedures:
      a. CONTRACTOR shall review and apply a stamp certifying that the submittal complies with the requirements of the Contract Documents including verification of manufacturer/product, dimensions and coordination of information with other parts of the work.
      b. CONTRACTOR shall transmit each cover letter and submittal to ENGINEER as an e-mail attachment.
      c. ENGINEER will return the reviewed shop drawing via e-mail with a transmittal letter, after review, indicating the status of the shop drawing review.
      d. Distribution of reviewed submittals to subcontractors and suppliers is the responsibility of CONTRACTOR.
      e. Electronically submitted shop drawings shall follow the following format:
         (1) Filenames for the shop drawing submittals shall follow a XX XX XX.YYY-Z. Description convention where XX XX XX is the Specification section number, YYY is the submittal number, .Z is the resubmittal number, and description is a short description of what the submittal includes. Submittals shall be consecutively numbered in direct sequence of submittal. Resubmittals shall be consecutively numbered with the first submittal numbered with a -0 and the first resubmittal numbered with a -1. Example file name: 03 20 00.016-1. Structure 10 Concrete Reinforcement. This would be the first revision of the sixteenth submittal and contain information on concrete reinforcement.
         (2) All files shall be delivered in PDF format with a minimum resolution of 300 dpi unless otherwise requested by ENGINEER. Scanned in material shall be scanned in color and any markings by CONTRACTOR shall be made in red. Pages shall be rotated to the appropriate position for easy reading on a computer monitor such that the majority of text is vertical.
         (3) Files shall be delivered without security features activated.

(4) Shop Drawings shall be uploaded as individual files. All pages of one submittal should be contained in one file.
(5) The file shall open to a cover page containing, at a minimum, the following information:
(a) CONTRACTOR's stamp.
(b) Name, e-mail, and telephone number of the individual who may be contacted for further information.
(c) Project number.
(d) Submittal number.
(e) Submission date, if resubmittal, all previous submission dates.
(f) Index detailing contents and the total number of pages in the submittal.

f. Once a shop drawing has been "Approved" or "Approved as Noted," CONTRACTOR shall provide three hard color copies of the "Approved" or "Approved as Noted" shop drawings to ENGINEER. CONTRACTOR is responsible for the hard copy color replication of ENGINEER's "Approved" or "Approved as Noted" shop drawings for use by CONTRACTOR. Hard copy shop drawings shall be submitted in 3-ring binders or 3-tab report covers.

J. Shop drawings shall include verification that the item meets applicable codes and standards.

1.07 PRODUCT DATA

A. CONTRACTOR shall provide product data as required to supplement shop drawings.

B. Product data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by CONTRACTOR to illustrate a material, product, or system for some portion of the work.

C. CONTRACTOR shall collect required product data into one submittal for each unit of work or system.

D. CONTRACTOR shall include manufacturer's standard printed recommendations for application and use, compliance with standards, performance characteristics, wiring and piping diagrams and controls, component parts, finishes, dimensions, required clearances, and other special coordination requirements.

E. CONTRACTOR shall mark each copy of standard printed data to identify pertinent products, models, options, and other data.

F. CONTRACTOR shall supplement manufacturer's standard data to provide information unique to the work.

1.08 RESUBMISSION REQUIREMENTS

A. Make any corrections or changes in the submittals required by ENGINEER.

B. Shop Drawings and Product Data:
1. Revise initial drawings or data and resubmit as specified for initial submittal.
2. Itemize in a cover letter any changes which have been made other than those requested by ENGINEER.

C. CONTRACTOR shall furnish required submittals with sufficient information and accuracy in order to obtain required approval of an item with no more than three submittals. ENGINEER

will record ENGINEER's time for review subsequent submittals of shop drawings, samples, or other items required for approval and CONTRACTOR shall reimburse OWNER and ENGINEER's charges for such time.

D. In the event that CONTRACTOR requests a substitution for previously approved item, CONTRACTOR shall reimburse OWNER for ENGINEER's charges for its review time unless the need for such change is beyond control of CONTRACTOR.

1.09 MANUFACTURER'S DIRECTIONS

A. Manufactured articles, materials, and equipment shall be stored, commissioned, operated, applied, installed, connected, erected, used, cleaned, and conditioned as directed by the manufacturer, unless specified to the contrary.

B. Wherever Specifications call for work to be performed or materials to be installed in accordance with the manufacturer's printed instructions or directions, CONTRACTOR shall furnish copies as required for shop drawings of those instructions or directions to ENGINEER before installing the material or performing the work.

1.10 MAINTENANCE MANUAL

A. Prior to 75% completion of the Contract or at a minimum of 45 days prior to the scheduled start-up date of any individual item of equipment, whichever is earlier, CONTRACTOR shall furnish to ENGINEER two complete color hard copies of a maintenance manual for all equipment furnished. Applications for payment beyond 75% of the contract amount will not be recommended for payment until all maintenance manuals are submitted or a revised schedule for remaining maintenance manuals is agreed to by OWNER and ENGINEER.

B. The manuals shall include manufacturer's instructions for maintenance and operation for each item of mechanical and electrical equipment. Manuals shall be specific for the equipment as installed; provide project specific inserts as required. Manuals shall contain: operation instructions, lubrication schedules, types and quantities, preventative maintenance program, spare parts list, parts lists, I.D. No. and exploded views, assembly instructions, parts supplier location, trouble shooting and startup procedures and, where applicable, test data and curves.

C. All sheets shall have reduced dimensions as described for shop drawings, and shall be furnished in 3-ring binders or 3-tab report covers.

D. CONTRACTOR is responsible for producing an electronic version of the Equipment Operations and Maintenance (O&M) Manuals Manual. The Electronic Equipment O&M Manual shall be delivered in Portable Document Format (PDF). The entire manual may be converted to PDF via scanning or other method of conversion. Drawings or other graphics must be converted to PDF format and made part of the PDF document. CONTRACTOR shall provide all Equipment O&M Manuals in the electronic format as defined below.

E. The filename for the Equipment O&M Manual submittal will be provided with the request for final Equipment O&M Manuals. Filenames use the "eight dot three" convention (XX XX XX_YY.PDF) where XX XX XX is the specification section number and YY is an ID number. No one file shall be larger than 10 MB. If technical problems require that the submittal be divided into more than one file, a letter extension shall be added to the end of each filename.

F. The number of files shall be kept to a minimum. Equipment O&M Manuals that span more than one file shall have the final Bookmark “Return to Table of Contents” which shall take the User to the first file on the Equipment O&M Manual.

G. All text (word processed), spreadsheets, and electronic graphics shall be delivered in portable document format (*.PDF). The resolution of all scanned images shall be a minimum of 300 dpi unless otherwise requested by ENGINEER. Scanned images shall be processed with the “original image with hidden text” option (Adobe Acrobat 6 or higher). This results in a clear image and provides for optical character recognition (OCR) and word search functionality. Graphical files shall be fully searchable. All submittals must be indexed with the Adobe Catalog feature. Placement and structure of index files shall be in accordance with Adobe's recommendations to minimize problems when transferring files. Successful searches for words or strings in the PDF document shall demonstrate proof of OCR.

H. Rotate pages viewed in landscape to the appropriate position for easy reading on a computer monitor.

I. Bookmarks shall be created in the navigation frame for each entry in the Table of Contents. Three levels deep is usually enough (i.e., “Chapter,” “Section,” “Subsection”); however, complex submittals like instrumentation and electrical may be required at the discretion of ENGINEER. When setting bookmarks for Chapter level heading, the page shall be displayed at Full Page. Section and Subsection level heading pages shall be displayed as a magnified view. Bookmarks shall be displayed as subordinate to other bookmarks in their hierarchy set so that only the Chapter level headings are displayed.

J. Thumbnails shall be generated and embedded in each PDF file.

K. Files shall be delivered without Security features activated. Password protected files will be unacceptable.

L. The opening view for PDF files shall be set as follows:
   1. Initial View: Bookmarks and Page
   2. Magnification: Fit In Window
   3. Page Layout: Single Page

M. The file shall open to the cover page of the Equipment O&M Manual with bookmarks to the left. The first bookmark shall be the name of Equipment O&M Manual.

N. O&M Manual PDFs shall be delivered electronically.

O. CONTRACTOR shall reprocess any portion of the document that does not view or print to OWNER's satisfaction.

P. CONTRACTOR is fully responsible for obtaining any and all copyright permissions associated with conversion of this information to electronic format.

PART 2–PRODUCTS

NOT APPLICABLE

PART 3–EXECUTION

NOT APPLICABLE

END OF SECTION

EQUIPMENT MAINTENANCE SUMMARY FORM(1)

Equipment No.:

Specification Section:

Equipment Name:

Building Name: Room No.:

Plant Location:

Manufacturer:

Address:

Phone:

Service Representative:

Address:

Phone: Fax:

Make: Model:

Serial No.: Type:

Size:

Equipment Speed:

Capacity:

Operating Range:

Material:

Alarms:

Drive Ratio:

Motor Speed: Service Factor:

Volts: Phase: hp: Efficiency:

Motor Type:

Motor Sensors:

Motor Manufacturer:

Model: Motor Frame:

Insulation Class: FLA: LRA:

(1) Complete as applicable; attach supplementary pages as necessary.

Maintenance Requirements

(Use additional sheets if more space is needed.)

LUBRICATION

Item	Generic Type of Lubricant	Supplier	Estimated Frequency	Annual Quantity

PREVENTIVE MAINTENANCE

Item	Action	Frequency	Reference

SUGGESTED MINIMUM SPARE PARTS LIST

Manufacturer	Part No.	Quantity Unit	Description

The following information is included in O&M Manual:

Check or mark N/A

1. Recommended installation, adjustment, calibration, and troubleshooting. _____
2. Complete internal and connection wiring diagrams. _____
3. Complete parts lists, by generic title and identification number, with exploded views of each assembly. _____
4. Disassembly, overhaul, and reassembly instructions. _____
5. Recommended prestart checks. _____
6. Recommended start procedure. _____
7. Recommended shutdown procedure for both short and long term. _____
8. Recommended operating precautions that include safety for personnel and equipment. _____
9. Recommended standing maintenance procedure. _____

END OF SECTION

SECTION 01 41 00

REGULATORY REQUIREMENTS

PART 1–GENERAL

1.01 SUMMARY

A. Work Included:
1. OSHA Requirements.
2. 35 III. Adm. Code 652.
3. 35 Ill. Adm. Code 1100.
4. Roadway Limits.
5. Permits.
6. Wage Rates.
7. American Iron and Steel Requirements.
8. Bipartisan Infrastructure Law (BIL).

1.02 OSHA REQUIREMENTS

A. All work including site safety, equipment, materials, and fabricated items provided under the Contract shall comply with the provisions of the “Occupational Safety and Health Act.”

1.03 35 ILL. ADM. CODE 652

A. CONTRACTOR shall comply with 35 Ill. Adm. Code 652 during the project and shall use protective coatings personnel to carry out corrosion prevention and mitigation methods and use inspectors so that best practices and standards are adhered to.

1.04 35 ILL. ADM. CODE 1100

A. CONTRACTOR shall comply with 35 Ill. Adm. Code 1100 when disposing of clean construction or demolition debris (CCDD) or uncontaminated soil at a CCDD or uncontaminated soil fill operation.

1.05 ROADWAY LIMITS

A. CONTRACTOR shall comply with roadway weight restrictions including seasonal weight restrictions.

1.06 PERMITS

A. No permits were obtained by OWNER for this Project. CONTRACTOR shall obtain required permits. Where the requirements of any permit are more restrictive than the Drawings or the Specifications, the permit requirements shall govern.

B. A building permit will be required from OWNER. However, OWNER will waive fees associated with the permit.

1.07 WAGE RATES

A. CONTRACTOR and any subcontractor shall pay all laborers, workers, and mechanics performing work under the Contract not less than the prevailing wage rates adopted by OWNER or determined by the court on review and filed with the Secretary of State in Springfield. A copy of the Schedule of Prevailing Wage Rates is attached at the end of Division 01.

B. CONTRACTOR shall keep or cause to be kept a record of employees and wages paid as required by the Prevailing Wage Act (820 ILCS 130/1-12). CONTRACTOR shall also require each subcontractor employed on the project to keep these same records. In accordance with Illinois Public Act 94-0515, CONTRACTOR shall submit certified payroll records on a monthly basis to OWNER, along with a statement affirming that such records are true and accurate, that the wages paid to each worker are not less than the required prevailing rate and that CONTRACTOR is aware that filing records he or she knows to be false is a Class B misdemeanor.

C. The certified payroll records shall include for every worker employed on the project the name, address, telephone number, social security number, job classification, hourly wages paid in each pay period, number of hours worked each day, and starting and ending time of work each day.

D. If at the time this Contract is executed, or if during the term of this Contract, there is excessive unemployment in Illinois as defined in the Employment of Illinois Workers on Public Works Act, 30 ILCS 570, as two consecutive months of unemployment exceeding 5%, CONTRACTOR agrees to employ a work force that is comprised of at least 90% Illinois laborers. An “Illinois laborer” is defined as any person who has resided in Illinois for at least 30 days and intends to become or remain an Illinois resident.

E. CONTRACTOR shall pay wages to each laborer and mechanic at a rate not less than the minimum wages specified in the current wage determination in accordance with the provisions of the Davis Bacon Act. Refer to the Federal Wage Rates attached at the end of Division 01.

F. The higher wage rate determination shall apply.

1.08 AMERICAN IRON AND STEEL REQUIREMENTS

A. CONTRACTOR shall comply with the American Iron and Steel (AIS) requirements of the Consolidated Appropriations Act of 2014. CONTRACTOR shall submit, with each shop drawing, step certification that regulated iron and steel products meet AIS requirements. A sample certification letter is attached at the end of Division 01. Certification letters shall include the following at minimum:
   1. Identification of the product.
   2. City and State where the product was manufactured.
   3. Reference to OWNER and/or project.
   4. Signature of authorized manufacturer employee.
   5. Reference to current AIS requirements.

B. The Consolidated Appropriations Act of 2014 does grant the possibility of waivers and exclusions if certain conditions are met. Products that qualify for the AIS national de minimis waiver, dated April 2014 and located at the end of Division 01, individually may comprise no more than one percent of the total project materials cost and cumulatively may comprise no

more than five percent of the total project materials cost. Other conditions can be found in the referenced waiver found at the end of Division 01.

C. CONTRACTOR shall provide required AIS documentation prior to installation of regulated iron and steel product.

1.09 BIPARTISAN INFRASTRUCTURE LAW (BIL)

A. Special Terms and Conditions: CONTRACTOR shall comply with the applicable BIL Special Terms and Conditions, including Build America, Buy America Act requirements, attached at the end of Division 01 and provide all necessary documentation with related submittals, progress reports, and other required compliance documentation for this Project.

PART 2–PRODUCTS

NOT APPLICABLE

PART 3–EXECUTION

NOT APPLICABLE

END OF SECTION

SECTION 01 42 00

REFERENCE STANDARDS AND DEFINITIONS

PART 1–GENERAL

1.01 SUMMARY

A. Work Included:
   1. Reference Standards:
      a. Throughout the Contract Documents, reference is made to codes and standards which establish qualities and types of workmanship and materials, and which establish methods for workmanship and materials, and which establish methods for testing and reporting on the pertinent characteristics.
      b. Where materials or workmanship are required by these Contract Documents to meet or exceed the specifically named code or standard, it is CONTRACTOR's responsibility to provide materials and workmanship which meet or exceed that specifically named code or standard.
      c. It is also CONTRACTOR's responsibility, when so required by the Contract Documents, to deliver to ENGINEER all required proof that the material or workmanship, or both, meet or exceed the requirements of the specifically named code or standard.
   2. Definitions:
      a. A substantial amount of specification language constitutes definitions for terms found in other Contract Documents, including the Drawings which must be recognized as diagrammatic in nature and not completely descriptive of requirements indicated thereon.
      b. Certain terms used in the Contract are defined generally in this section to supplement definitions of the Contract.
      c. Definitions and explanations of this section are not necessarily either complete or exclusive, but are general for the Work.

B. Related Work Described Elsewhere: The specific naming of codes or standards occurs on the Drawings and in other sections of these Specifications.

1.02 QUALITY ASSURANCE

A. Familiarity with Pertinent Codes and Standards:
   1. It is CONTRACTOR's responsibility to verify the requirements of the specifically named codes and standards and to verify that the items procured for use in this Work meet or exceed the specified requirements.
   2. When required by individual sections of these Specifications, CONTRACTOR shall obtain a copy of each pertinent code or standard and maintain the copies at the job site during submittals, planning, and progress of the Work until Substantial Completion of the Work is attained.

B. Overlapping or Conflicting Requirements:
   1. Where compliance with two or more industry standards or sets of requirements are specified, and the overlapping of those standards or requirements establishes different or conflicting minimums or levels of quality, the most stringent requirement (which is generally recognized to be also most costly) is intended and will be enforced, unless

more detailed language written directly into Contract Documents clearly indicates that a less stringent requirement is acceptable.

2. Refer all uncertainties to ENGINEER for decision before proceeding.

1.03 REFERENCE STANDARDS

A. Applicable standards of the construction industry are made a part of the Contract Documents by reference as if copied directly into the Contract Documents, or as if published copies were bound herewith.

B. Standards referenced directly in the Contract Documents or by governing regulation, have precedence over nonreferenced standards which are recognized in industry for applicability to the Work.

C. Nonreference standards are hereby defined to have no particular applicability to the Work except as a general measurement of whether the Work complies with standards recognized in the construction industry.

D. Reference standards and codes listed in these Specifications may include, but are not necessarily limited to, standards or codes published by the following agencies and organizations:

1. AA — Aluminum Association
   1525 Wilson Boulevard, Arlington, VA 22209

2. AAMA — American Architectural Manufacturer's Association
   1827 Walden Office Square Suite 550, Schaumberg, IL 60173-4268

3. AASHTO — American Association of State Highway & Transportation Officials
   444 North Capitol Street NW Suite 249, Washington, DC 20001

4. ACI — American Concrete Institute
   38800 Country Club Drive, Farmington Hills, MI 48331-3439

5. AI — Asphalt Institute
   2696 Research Park Drive, Lexington, KY 40511-8480

6. AISC — American Institute of Steel Construction
   One East Wacker Drive Suite 700, Chicago, IL 60601-1802

7. AISI — American Iron and Steel Institute
   25 Massachusetts Avenue NW Suite 800, Washington, DC 20001

8. ANSI — American National Standards Institute
   25 West 43rd Street, New York, NY 10036

9. APA — American Plywood Association
   7011 South 19th, Tacoma, WA 98466-5333

10. API	American Petroleum Institute 1220 L Street NW, Washington, DC 20005-4070
11. ARI	Air-Conditioning & Refrigeration Institute 4100 North Fairfax Drive Suite 200, Arlington, VA 22203
12. ASHRAE	American Society of Heating, Refrigerating, and Air Conditioning Engineers 1791 Tullie Circle NE, Atlanta, GA 30329
13. ASME	American Society of Mechanical Engineers Two Park Avenue, New York, NY 10016-5990
14. ASSE	American Society of Sanitary Engineering 901 Canterbury Suite A, Westlake, OH 44145
15. ASTM	ASTM International 100 Barr Harbor Drive, West Conshohoken, PA 19428-2959
16. AWI	Architectural Woodwork Institute 46179 Westlake Drive Suite 120, Potomac Falls, VA 20165-5874
17. AWPA	American Wood Protection Association P.O. Box 361784, Birmingham, AL 35236-1784
18. AWS	American Welding Society 8669 Doral Boulevard Suite 130, Doral, FL 33166
19. AWWA	American Water Works Association 6666 West Quincy Avenue, Denver, CO 80235
20. BHMA	Builder's Hardware Manufacturers Association 355 Lexington Avenue 15th floor, New York, NY 10017
21. BIA	Brick Industry Association 1850 Centennial Park Drive Suite 301, Reston, VA 20191
22. CRSI	Concrete Reinforcing Steel Institute 9333 North Plum Grove Road, Schaumburg, IL 60173
23. DOT	U.S. Department of Transportation 1200 New Jersey Avenue, SE, Washington, DC 20590
24. EJMA	Expansion Joint Manufacturers Association 25 North Broadway, Tarrytown, NY 10591
25. FM	FM Global FM Global Corporate Offices, 270 Central Avenue, Johnston, RI 02919

26. FTI	Facing Tile Institute Box 8880, Canton, OH 44711
27. GA	Gypsum Association 6525 Belcrest Road Suite 480, Hyattsville, MD 20782
28. GANA	Glass Association of North America 800 SW Jackson Street Suite 1500, Topeka, KS 66612-1200
29. ICC	International Code Council 500 New Jersey Avenue NW 6th Floor, Washington, DC 20001
30. IES	Illuminating Engineering Society 120 Wall Street, Floor 17, New York, NY 10005-4001
31. MIL	Military Specifications Naval Publications and Forms Center 5801 Tabor Avenue, Philadelphia, PA 19120
32. NAAMM	National Association of Architectural Metal Manufacturers 800 Roosevelt Road Building C Suite 312, Glen Ellyn, IL 60137
33. NCMA	National Concrete Masonry Association 13750 Sunrise Valley Drive, Herndon, VA 20171-4662
34. NECA	NECA National Electrical Contractors Association 3 Bethesda Metro Center Suite 1100, Bethesda, MD 20814
35. NEMA	National Electrical Manufacturers Association 1300 North 17th Street Suite 1752, Rosslyn, VA 22209
36. NFPA	National Fire Protection Association 1 Batterymarch Park, Quincy, MA 02169-7471
37. NIST	National Institute of Standards and Technology (U.S. Department of Commerce), 100 Bureau Drive, Stop 1070 Gaithersburg, MD 20899-1070
38. NRCA	National Roofing Contractors Association 10255 West Higgins Road Suite 600, Rosemont, IL 60018-5607
39. NSF	National Sanitation Foundation International P.O. Box 130140, 789 North Dixboro Road, Ann Arbor, MI 48113-0140
40. OSHA	Occupational Safety & Health Administration 200 Constitution Avenue NW, Washington, DC 20210
41. PCA	Portland Cement Association 5420 Old Orchard Road, Skokie, IL 60077

42. PCI — Prestressed Concrete Institute
200 West Adams Street Suite 2100, Chicago, IL 60606

43. SAE — Society of Automotive Engineers
SAE World Headquarters
400 Commonwealth Drive, Warrendale, PA 15096-0001

44. SDI — Steel Deck Institute
P.O. Box 25, Fox River Grove, IL 60021

45. SDI — Steel Door Institute
30200 Detroit Road, Westlake, OH 44145-1987

46. SIGMA — Sealed Insulating Glass Manufacturers Assoc.
401 North Michigan Avenue Suite 2400, Chicago, IL 60611

47. SJI — Steel Joist Institute
234 Cheves Street, Florence, SC 29501

48. SMACNA — Sheet Metal and Air Conditioning
Contractor's National Association
4201 Lafayette Center Drive, Chantilly, VA 20151-1219

49. SSPC — Society for Protective Coatings
40 24th Street 6th Floor, Pittsburgh, PA 15222-4656

50. TCA — Tile Council of America
100 Clemson Research Boulevard, Anderson, SC 29625

51. UL — Underwriters Laboratories
333 Pfingston Road; Northbrook, IL 60062

1.04 SUBMITTALS

A. For OWNER's records, CONTRACTOR shall submit copies of permits, licenses, certifications, inspection reports, and similar documents, correspondence and records established in conjunction with compliance with standards and regulations bearing upon performance of the Work.

1.05 DEFINITIONS

A. Indicated:
1. The term “indicated” is a cross-reference to details, notes, or schedules on the Drawings, to other paragraphs or schedules in the Specifications and to similar means of recording requirements in the Contract Documents.
2. Where terms such as “shown,” “noted,” “scheduled,” and “specified” are used in lieu of “indicated,” it is for the purpose of helping the reader locate cross-reference, and no limitation is intended except as specifically noted.

B. Approve (or Words of Similar Nature):
   1. Where used in conjunction with ENGINEER's response to submittals, requests, applications, inquiries, reports, and claims by CONTRACTOR, the meaning of the term “approve” will be held to the limitation of ENGINEER's responsibilities and duties.
   2. In no case will “approval” by ENGINEER be interpreted as a release of CONTRACTOR from responsibility to fulfill requirements of the Contract Documents.

C. Minimum Requirements:
   1. Indicated requirements are for a specific minimum acceptable level of quality or quantity, as recognized in the industry.
   2. Actual work must comply with (or within specified tolerances) or exceed minimums.
   3. CONTRACTOR shall refer uncertainties to ENGINEER before proceeding.

D. Abbreviations: Abbreviations, where not defined in the Contract Documents, will be interpreted to mean the normal construction industry terminology.

PART 2–PRODUCTS

NOT APPLICABLE

PART 3–EXECUTION

NOT APPLICABLE

END OF SECTION

SECTION 01 45 00

QUALITY CONTROL

PART 1–GENERAL

1.01 SUMMARY

A. Work Includes:
   1. Quality Assurance–Control of Installation.
   2. Tolerances.
   3. Manufacturers' Field Services and Reports.

1.02 QUALITY ASSURANCE–CONTROL OF INSTALLATION

A. CONTRACTOR shall monitor quality control over suppliers, manufacturers, products, services, site conditions, and workmanship to produce Work of specified quality.

B. CONTRACTOR shall comply with manufacturers' instructions, including each step in sequence.

C. Should manufacturers' instructions conflict with Contract Documents, CONTRACTOR shall request clarification from ENGINEER before proceeding.

D. CONTRACTOR shall comply with specified standards as minimum quality for the Work except where more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.

E. Work shall be performed by persons qualified to produce workmanship of specified quality.

F. CONTRACTOR shall secure products in place with positive anchorage devices designed and sized to withstand stresses, vibration, physical distortion, or disfigurement.

1.03 TOLERANCES

A. CONTRACTOR shall monitor tolerance control of installed products to produce acceptable work and shall not permit tolerances to accumulate.

B. CONTRACTOR shall comply with manufacturers' tolerances. Should manufacturers' tolerances conflict with Contract Documents, CONTRACTOR shall request clarification from ENGINEER before proceeding.

C. CONTRACTOR shall adjust products to appropriate dimensions; position before securing products in place.

1.04 MANUFACTURERS' FIELD SERVICES AND REPORTS

A. When specified in individual specification sections or when requested by ENGINEER, CONTRACTOR shall require material or product suppliers or manufacturers to provide qualified staff personnel to observe site conditions, conditions of surfaces and installation, and quality of workmanship.

B. CONTRACTOR shall submit qualifications of observer to ENGINEER 30 days in advance of required observations.

C. CONTRACTOR shall report observations and site decisions or instructions given to applicators or installers that are supplemental or contrary to manufacturers' written instructions.

D. CONTRACTOR shall submit report in duplicate within 30 days of observation to ENGINEER for information.

PART 2–PRODUCTS

NOT APPLICABLE

PART 3–EXECUTION

NOT APPLICABLE

END OF SECTION

SECTION 01 50 00

TEMPORARY FACILITIES

PART 1–GENERAL

1.01 SUMMARY

A. Work Included:
   1. Temporary Utilities.
   2. Removal of Temporary Facilities.

B. CONTRACTOR shall arrange for and provide temporary facilities as required for proper and expeditious prosecution of the Work.

C. CONTRACTOR shall pay all costs, except as otherwise specified, until final acceptance of the Work unless OWNER makes arrangements for use of completed portions of the Work after substantial completion.

D. CONTRACTOR shall make all temporary connections to utilities and services in locations acceptable to OWNER and local authorities having appropriate jurisdiction.
   1. Furnish all necessary labor and materials.
   2. Make all installations in a manner subject to the acceptance of such authorities and OWNER.
   3. Maintain such connections.
   4. Remove temporary installation and connection when no longer required.
   5. Restore services and sources of supply to proper operating conditions.

1.02 TEMPORARY UTILITIES

A. Temporary Electrical Services:
   1. Existing outlets and wiring shall not be used for motors larger than fractional HP or for welding equipment. Circuits for larger motors and welding equipment may be provided with special circuits to mains of electrical panels at the expense of those trades requiring them, provided that written permission is obtained from OWNER and ENGINEER.
   2. Any temporary electrical services required during power outages shall be obtained and paid for by CONTRACTOR.
   3. All temporary lighting required for construction as well as OWNER’s full use of the entire facility throughout construction shall be provided by CONTRACTOR.
   4. No permanent electrical equipment or wiring shall be used without express written permission of OWNER. Such approval, if given, shall not affect guarantee period.

B. Weather Protection and Temporary Heat: CONTRACTOR shall provide weather protection to protect the Work from damage because of freezing, rain, snow, and other inclement weather.

1.03 REMOVAL OF TEMPORARY FACILITIES

A. Remove temporary materials, equipment, services, and construction as soon as practicable but no later than just prior to final completion inspection.

B. Clean and repair damage caused by installation or use of temporary facilities and restore existing facilities used during construction to specified, or to original, condition.

C. Minor temporary facilities which interfere with OWNER's operations shall be removed at the end of each Work period.

PART 2–PRODUCTS

NOT APPLICABLE

PART 3–EXECUTION

NOT APPLICABLE

END OF SECTION

IEPA SRF PROJECT PUBLIC NOTIFICATION REQUIREMENTS

Using Signage to Improve Public Awareness of the State Revolving Fund (SRF)
Project Public Notification Requirements

The United States Environmental Protection Agency (USEPA) is implementing a nationwide initiative focused on enhancing public awareness of EPA financial assistance. Another goal of this initiative is to increase public awareness regarding improvements that municipalities make as a result of the SRF loan programs. Beginning October 1, 2015, all loan recipients in Illinois will be required to post a sign at the project site or make an equivalent public notification.

In order to comply with the new requirements, IEPA recommends loan recipients use one of the options described below. When selecting an option, please remember the goal is to communicate to the largest audience possible about the positive role that SRF funding is having on the community. This may include communicating in multiple languages. If a municipality has a significant number of non-English speaking citizens, notice should be made in the appropriate language(s). Each project and community is unique so the choice of communication method, information to include, graphics, and languages must be made locally.

Public notification should be issued after a construction contract is awarded for the project. The form located at the end of this document will then be submitted to IEPA along with supporting documentation as confirmation that the requirements have been met. No matter which method is chosen, costs related to the public notification are eligible for loan funding. A cost estimate may be submitted prior to receiving a loan agreement or it may be paid from loan contingency.

Option 1: Local Newspaper or Newsletter

Loan recipients may choose to publish in a local newspaper or newsletter as an effective way to reach the most area residents. If this option is chosen, there are a set of guidelines that must be included in the public notice or article.

Newspaper public notice or newsletter article must include the following:

- Name of the facility, project, and community served;
- The loan program that is being used for the project;
- The project is being funded either wholly or partially by the Agency;
- Brief description of project; and
- Brief listing of benefits project will bring to the community.

Public Notice
New Main Street Elevated Storage Tank in Austen

The City of Austen, Illinois recently constructed a new 500,000-gallon elevated storage tank. The new tank replaces an undersized, antiquated, 80-year old tank on Main Street. Funding for this project was provided by a low interest loan from the Illinois Environmental Protection Agency's Public Water Supply Loan Program (PWSLP). The PWSLP is funded by both state and federal sources. The $1,500,000 loan has an interest rate of 1.90% and will be repaid over 20 years. The new tank will meet the recommended water storage standards based on our water usage. For more information contact the Austen Water Department.

Option 2: Insert in Water and/or Sewer Bill

Any utility or municipality that sends a water or sewer bill has the option to include a single page insert attached to the bill that describes the project that is being constructed. This approach would effectively publicize the project to those individuals directly benefiting from it. Communities choosing this option will need to have the following included in their insert:

- Name of facility, project, and community served;
- The loan program that is being used for the project;
- The project is being funded either wholly or partially by the Agency;
- Brief description of project; and
- Brief listing of benefits project will bring to the community.

Attention Customers

You may have noticed some construction activity around our City! We are currently making improvements to the Austenburg Wastewater Treatment Plant located at 100 Perry Drive. Improvements include the installation of several new pumps and clarifiers. These improvements are being made so that we can continue to treat Austenburg's wastewater and maintain the quality of the water that is discharged into the Illinois River. Funding for this project was provided by a low interest loan from the Illinois Environmental Protection Agency's Water Pollution Control Loan Program (WPCLP). The WPCLP is funded by both state and federal sources. The $10,500,000 loan has an interest rate of 1.85% and will be repaid over 20 years. For more information, contact Mr. Waterman at the Austenburg Water & Sewer Department.



Option 3: Online

The online approach may be the most cost-effective approach of informing residents. If the online approach is used, the information should be posted on a reliable source which is well-known by the community such as the municipality's own website. If this option is selected, the following must be posted on a website for the duration of the construction activity:

- Name of facility, project, and community served;
- The loan program that is being used for the project;
- The project is being funded either wholly or partially by the Agency;
- Brief description of project; and
- Brief listing of benefits project will bring to the community.

Below is sample language that may be used in any of the above options

Construction of [**insert brief description of upgrades/repairs**] to the [**name of facility, project location**] were financed by the [**Clean Water or Drinking Water**] State Revolving Fund (SRF). The SRF program is administered by the Illinois Environmental Protection Agency and receives a portion of its money to fund these types of projects from the U.S. Environmental Protection Agency. This project includes [**briefly describe project**]. Once complete, it will improve water quality for area residents and businesses in [**city, or watershed**] by [**details of benefits**]. SRF programs operate in each state to provide communities the resources necessary to build, maintain, and improve the infrastructure that protects one of our most valuable resources: water.

Option 4 Standard Signage

This is the recommended option for large projects that involve significant expansion or construction of a new facility. This option should only be selected if the sign is placed by a major road or project site where it will be visible to large number of residents. Communities selecting this option will need to include the following requirements on the sign:

- The name of the facility, project, and community served;
- Project cost;
- State agency and loan program that was used;
- The IEPA and USEPA logos (see attached).

Loan recipients are required to comply with the sign specifications provided by the EPA Office of Public Affairs (OPA) available at:
https://www.epa.gov/sites/default/files/2015-01/documents/epa_logo_seal_specifications_for_infrastructure_grants.pdf
Please only use these files to meet your SRF signage requirements. All other uses are not permitted. USEPA's logo may only be used on a sign.

If the USEPA logo is displayed along with logos of other participating entities, the USEPA logo must **not** be displayed in a manner that implies that USEPA itself is conducting the project. Instead, the USEPA logo must be accompanied with a statement indicating that the recipient received financial assistance for the project.

Further information about USEPA's logo specifications is available at: https://www.epa.gov/aboutepa/using-epa-seal-and-logo .



If you have general questions about the new requirements, please call IEPA's Infrastructure Financial Assistance Section at 217-782-2027.

USEPA STATE REVOLVING FUND GUIDELINES CONSTRUCTION SIGN MEMO

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
WASHINGTON, D.C. 20460

JUN - 3 2015

OFFICE OF WATER

MEMORANDUM

SUBJECT: Guidelines for Enhancing Public Awareness of SRF Assistance Agreements

FROM: Andrew D. Sawyers, Ph.D., Director
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Office of Ground Water and Drinking Water (4601M)

TO: Water Management Division Directors
Regions I-X

Last year, the Environmental Protection Agency (EPA) implemented an agency-wide initiative to enhance public awareness of EPA assistance agreements nationwide. The Office of Water has developed guidelines to inform states how this initiative should be implemented in the State Revolving Fund (SRF) Programs.

The guidelines were developed with input from EPA and state SRF staff. The guidelines recognize that each of the state SRF programs and the projects they fund are different and that one implementation method will not work for everyone. Therefore, as a result of input from the states, the guidelines offer a number of options that can be used to enhance public awareness of SRF assistance agreements.

Implementation of these guidelines will begin with the awarding of the FY 2015 SRF capitalization grants. A term and condition on compliance with the guidelines is to be included in all new SRF grants.

Please have your staff provide copies of the guidelines to your states. Questions regarding the guidelines should be directed to Sheila Platt (202/564-0686) or Howard Rubin (202/564-2051).

Attachment

Enhancing Public Awareness of SRF Assistance Agreements

Introduction

The Environmental Protection Agency (EPA) is currently implementing an agency-wide initiative focused on signage to enhance public awareness of EPA assistance agreements nationwide. The intention of this effort is to communicate the positive impact and benefits of EPA funding around the country and increase awareness surrounding the improvements communities receive as a result of State Revolving Fund (SRF) assistance. Projects implemented with Clean Water State Revolving Fund (CWSRF) and Drinking Water State Revolving Fund (DWSRF) monies are included in this initiative, as many CWSRF and DWSRF assistance agreements have direct and tangible benefits to populations around the country.

EPA's Office of Water developed these guidelines as a way to inform states of this directive and how it should be implemented in the SRF programs. The primary objective is to enhance public understanding of the positive benefits of CWSRF and DWSRF funding to towns, cities, municipalities and water systems. To that end, states are presented with a range of options for implementing these guidelines. All of these options achieve the ultimate goal of communicating to a broad audience the positive role EPA funding of the state CWSRF and DWSRF programs plays in communities across the country.

The information in the guidelines was developed with input from EPA and state staff across the country as well as the members of the State-EPA Workgroup. The guidelines recognize the wide range of project types, varied locations and different institutional approaches among states and communities. Therefore, providing states and SRF assistance recipients maximum flexibility is optimal. The guidelines allow selection of the implementation method which best balances two goals. First, it should satisfy the overall objective of communicating EPA's role in funding assistance agreements that achieve positive benefit. Second, the implementation method should be practically and financially viable for states and communities and avoid any overly burdensome investment of time and resources. In some cases, it might be appropriate for a state to select a combination of options listed below, provided this does not result in excessive cost to communities.

Project Selection Requirements

Signage requirements will not be required to apply to all SRF projects. Signage will be considered an equivalency requirement for SRF programs. States should select a set of borrowers and/or projects totaling a funding amount equivalent to the amount of their federal capitalization grant to satisfy the signage requirement. There are no other requirements or restrictions on which projects should or should not participate in this initiative. Therefore, it is at the discretion of the state SRF program to select projects most able to efficiently and effectively comply in a way that

meets the intention to enhance public awareness without significant financial hardship to the state or its borrowers. This can be done either through the selection of specific projects or borrowers, or by setting a threshold within the state for which projects will be requested to meet signage requirements. States should note that they have the option of selecting different implementation options for different borrowers depending on the location, project type and available resources. Borrowers and/or projects complying with the signage requirement must ensure limited English proficient individuals have meaningful access to activities receiving EPA funds, consistent with Executive Order 13166 and EPA Order 1000.32.

In this regard, to increase public awareness of projects serving communities where English is not the predominant language, States should encourage recipients when implementing a particular signage option to translate the language used (excluding the EPA logo or seal) into the appropriate non-English language(s). The costs of such translation are allowable, provided the costs are reasonable.

Although the signage requirement does not apply to all SRF projects, we recommend that states encourage all borrowers/projects to notify the public of the benefits of the projects and the role of the SRF, using one of the options below.

Summary of Options

The guidelines present a number of options which communities can explore to implement EPA's signage policy. The option selected should meet all of the above basic requirements while remaining cost-effective and accessible to a broad audience. The guidelines describe the following strategies as acceptable options for communities to follow:

- Standard signage
- Posters or wall signage in a public building or location
- Newspaper or periodical advertisement for project construction, groundbreaking ceremony, or operation of the new or improved facility
- Online signage placed on community website or social media outlet
- Press release

Each of these options is described in more detail in the sections below.

Implementation Option: Standard Signage

EPA recommends that large projects that involve significant expansion or construction of a new facility elect to publicize through standard signage. This option should be selected for projects where the sign would be near a major road or thoroughfare or where the facility is in a location at which this would effectively publicize the upgrades. Some facilities will not find this an appropriate or cost-effective solution. For example, investing in a large road sign for a facility that is located in a rural area or where access is limited to a smaller service road would likely not be an optimal solution.

Signs can also be located away from the project site if there is another reasonable alternative. For example, a community may elect to place a sign advertising the project near a body of water that receives discharge from a particular facility.

States selecting projects that will implement this requirement through use of a traditional sign should ensure the following are included:

- The name of the facility, project and community
- Project cost
- The State Agency/SRF administering the program
- The EPA and State Agency logos (EPA logo may only be used on a sign)

If the EPA logo is displayed along with logos of other participating entities, the EPA logo must not be displayed in a manner that implies that EPA itself is conducting the project. Instead, the EPA logo must be accompanied with a statement indicating that the recipient received financial assistance from EPA for the project. As provided in the sign specifications from the EPA Office of Public Affairs (OPA), the EPA logo is the identifier for assistance agreement projects. States are required to ensure that recipients comply with the sign specifications provided by the OPA, available at http://www.epa.gov/ogd/tc/epa_logo_seal_specifications for_infrastructure grants.pdf. To obtain the appropriate EPA logo graphic file, the recipient should send a request directly to OPA and include the EPA Project Officer in the communication.

Implementation Option: Posters or Brochures

Smaller projects, projects located in rural areas, and other efforts may find that it is more cost-effective and practical to advertise efforts through creation of a poster or smaller sign. If the project involves nonpoint source or green infrastructure components, those can be described at the discretion of the state or community.

The poster or brochure and acknowledgement should be visible, as well as a website or other source of information for individuals that may be curious about the SRF program. The community could also implement this option as a short pamphlet or brochure that is placed in one of these locations for community members to read.

Posters or brochures should be placed in a public location that is accessible to a wide audience of community members. This can include, but is not limited to:

- Town or City Hall
- Community Center
- Locally owned or operated park or recreational facility
- Public Library
- County/municipal government facilities
- Court house or other public meeting space

Given the low cost for producing multiple copies of the same poster, pamphlet, or brochure, communities can explore options for displaying these posters in several locations simultaneously. This would achieve the overall objective of reaching a broad audience and publicizing the project.

States have the option of creating a template verbiage and layout to provide to borrowers, particularly smaller or disadvantaged communities. This could reduce the burden on small municipalities which may or may not have the staffing capacity to meet signage requirements on their own.

States selecting projects that will implement this requirement through use of posters or brochures should ensure the following are included:

- Name of facility, project and community
- State SRF administering the program
- Project is wholly or partially funded with EPA funding
- Brief description of project
- Brief description of the water quality benefits the project will achieve

Implementation Option: Newsletter, Periodical or Press Release

For communities where there is no suitable public space or where advertisement through signage is unlikely to reach community members effectively, projects can be advertised in a community newsletter or similar periodical. States can use guidelines from their standard public notice practices. For new construction, if a groundbreaking ceremony is to be held, an announcement could publicize or accompany publicity for this event.

In some cases, it may be appropriate for the state agency to issue a formal press release announcing construction of a new facility. Distributing a single prepared statement concisely summarizing the project purpose and the joint funding from EPA and state resources can reach a wide audience as the statement goes through multiple news outlets. Programs should consider whether or not this is an option that is likely to effectively publicize the CWSRF or DWSRF program in local news sources.

If a recipient decides on a public or media event to publicize the accomplishment of significant events related to construction as a result of EPA support, EPA must be provided with at least a ten working day notice of the event and provided the opportunity to attend and participate in the event.

States selecting projects that will implement this requirement through use of a newsletter, periodical or press release should ensure the following are included:

- Name of facility, project and community
- State SRF administering the program

- Project is wholly or partially funded with EPA funding
- Brief description of the project
- Brief listing of water quality benefits to be achieved

Implementation Option: Insert or Pamphlet in Water/Sewer Bill

Utilities can consider including a single-page insert within water and sewer bills that are mailed to residents and users in the area. This approach would effectively publicize the project to those individuals directly benefitting from the project. The flyer or insert could emphasize the interest rate and financial savings that the community achieved by taking advantage of SRF funds as well as the environmental and public health benefits to the community.

States selecting projects that will implement this requirement through use of an insert or pamphlet in water/sewer bill should ensure the following are included:

- Name of facility, project and community
- State SRF administering the program
- Project is wholly or partially funded with EPA funding
- Brief description of the project
- Brief listing of water quality benefits to be achieved

Implementation Option: Online & Social Media Publicity

Many communities are increasingly finding that the online forum is the most cost-effective approach to publicizing their SRF programs and reaching a broad audience of stakeholders. Online "signage" should follow the minimum information guidelines above and may appear on the town, community or facility website if available. In some cases, communities may be active on social media sites such as Facebook or Twitter. These can be used as an opportunity for publicizing projects and information about how SRF funds are being used in the community. These online announcements/notices may be appropriate for settings where physical signage would not be visible to a wide audience. They can be a more cost-effective option than traditional signs or publicity in print media outlets. This option may be most useful where the community's website is a well-recognized source of information for its residents.

In the case of some projects, such as nonpoint source or sponsorship projects, there might be additional opportunities for online publicity through partner agencies or organizations. This could take place either on the organization's website or again through social media outlets.

States selecting projects that will implement this requirement through use of online & social media publicity should ensure the following are included:

- Name of facility, project and community
- State SRF administering the program
- Project was wholly or partially funded with EPA funding
- Brief description of the project

- Brief listing of water quality benefits to be achieved

Suggested Language for Alternate Options

For any of the alternate implementation options listed above, SRF programs have discretion to structure their signage as they see appropriate. The language below is offered as an option for use in posters, pamphlets, brochures, press releases, or online materials. States may consider using the following:

> "Construction of upgrades and improvements to the [Name of Facility, Project Location, or WWTP] were financed by the [Clean Water/Drinking Water] State Revolving Fund. The [CWSRF/DWSRF] program is administered by [State Agency] with joint funding from the U.S. Environmental Protection Agency and [State Name]. This project will (description of project) and will provide water quality benefits [details specifying particular benefits] for community residents and businesses in and near [name of town, city, and/or water body or watershed to benefit from project.] [CWSRF/DWSRF] programs operate around the country to provide states and communities the resources necessary to maintain and improve the infrastructure that protects our valuable water resources nationwide. "

For projects in certain areas, states should consider whether or not it is appropriate to include additional details about the projects. Specific benefits, such as reduction of CSO events, lessening of nutrient pollution, reducing contaminant levels or water pumping costs, or improvements to a particular water body, may be of interest to community residents. In these cases, including them would further serve to showcase positive efforts financed by the SRF programs. Additionally, for projects with components that meet Green Project Reserve (GPR) criteria, States may elect to detail these particular improvements. For example, the state could include quantitative improvements in energy efficiency or water conservation achieved by project upgrades. If the project includes green infrastructure components such as rain gardens and green roofs that have environmental and aesthetic benefits to the community, these can be described briefly as well. Again, this additional information can be included at the discretion of the state when it is appropriate, given the project type, location, and the type of signage or publicity effort selected.

SECTION 01 57 00

TEMPORARY CONTROLS

PART 1–GENERAL

1.01 SUMMARY

A. Work Included:
   1. Site Security.
   2. Daily Cleanup.

PART 2–PRODUCTS

NOT APPLICABLE

PART 3–EXECUTION

3.01 SITE SECURITY

A. CONTRACTOR shall at all times be responsible for the security of the Work including materials and equipment. OWNER will not take any responsibility for missing or damaged equipment, tools, or personal belongings. CONTRACTOR shall have the sole responsibility of safeguarding the Work and the Site throughout the duration of the Project.

3.02 DAILY CLEANUP

A. CONTRACTOR shall clean up the Site and remove all rubbish on a daily basis.

B. CONTRACTOR shall clean up public streets and highways and remove any dirt, mud, or other materials due to project traffic on daily basis and shall comply with all local and state ordinances and permit requirements.

END OF SECTION

SECTION 01 60 00

MATERIALS AND EQUIPMENT

PART 1–GENERAL

1.01 SUMMARY

A. Work Included: CONTRACTOR shall be responsible for the delivery, handling, storage and protection of all material and equipment required to complete the Work as specified herein.

B. Related Sections and Divisions: Specific requirements for the handling and storage of material and equipment are described in other sections of these Specifications.

1.02 PRODUCTS

A. Components required to be supplied in quantity within a Specification section shall be the same, and shall be interchangeable.

B. CONTRACTOR shall not use materials and equipment removed from existing construction, except as specifically required, or allowed, by the Contract Documents.

C. When any construction deviations from the Drawings and/or Specifications necessary to accommodate equipment supplied by CONTRACTOR, result in additional costs to CONTRACTOR or other contractors, such additional costs shall be borne by CONTRACTOR. CONTRACTOR shall also pay any additional costs necessary for revisions of Drawings and/or Specifications by ENGINEER.

D. Each major component of equipment shall bear a nameplate giving the name and address of the manufacturer and the catalogue number or designation.

1.03 TRANSPORTATION AND HANDLING

A. Materials, products and equipment shall be properly containerized, packaged, boxed, and protected to prevent damage during transportation and handling.

B. CONTRACTOR shall not overload any portion of the structure in the transporting or storage of materials.

C. CONTRACTOR shall not damage other construction by careless transportation, handling, spillage, staining or impact of materials.

D. CONTRACTOR shall provide equipment and personnel to handle products, including those provided by OWNER, by methods to prevent soiling and damage.

E. CONTRACTOR shall provide additional protection during handling to prevent marring and otherwise damaging products, packaging, and surrounding surfaces.

F. CONTRACTOR shall handle product by methods to avoid bending or overstressing. Lift large and heavy components only at designated lift points.

1.04 DELIVERY AND RECEIVING

A. CONTRACTOR shall arrange deliveries of products in accordance with the Progress Schedule, allowing time for observation prior to installation.

B. CONTRACTOR shall coordinate deliveries to avoid conflict with the Work and conditions at the Site; work activities of other contractors or OWNER; limitations on storage space; availability of personnel and handling equipment and OWNER's use of premises.

C. CONTRACTOR shall deliver products in undamaged, dry condition, in original unopened containers or packaging with identifying labels intact and legible.

D. CONTRACTOR shall clearly mark partial deliveries of component parts of equipment to identify equipment and contents to permit easy accumulation of parts and to facilitate assembly.

E. Immediately on delivery, CONTRACTOR shall inspect shipment to review that:
   1. Product complies with requirements of Contract Documents and reviewed submittals.
   2. Quantities are correct.
   3. Accessories and installation hardware are correct.
   4. Containers and packages are intact and labels legible.
   5. Products are protected and undamaged.

1.05 STORAGE AND PROTECTION

A. General:
   1. CONTRACTOR shall store products, immediately on delivery, in accordance with manufacturer's instructions, with all seals and labels intact and legible.
   2. Any additional off-site space required shall be arranged by CONTRACTOR.
   3. CONTRACTOR shall allocate the available storage areas and coordinate their use by the trades on the job.
   4. CONTRACTOR shall arrange storage in a manner to provide access for maintenance of stored items and for observation.

B. In enclosed storage, CONTRACTOR shall:
   1. Provide suitable temporary weather tight storage facilities as may be required for materials that will be damaged by storage in the open.
   2. Maintain temperature and humidity within ranges stated in manufacturer's instructions.
   3. Provide ventilation for sensitive products as required by manufacturer's instructions.
   4. Store unpacked and loose products on shelves, in bins, or in neat groups of like items.
   5. Store solid materials such as insulation, tile, mechanical and electrical equipment, fittings, and fixtures under shelter, in original packages, away from dampness and other hazards.
   6. Store liquid materials away from fire or intense heat and protect from freezing.

C. At exterior storage, CONTRACTOR shall:
   1. Store unit materials such as concrete block, brick, steel, pipe, conduit, door frames, and lumber off ground, out of reach of dirt, water, mud and splashing.
   2. Store tools or equipment that carry dirt outside.
   3. Store large equipment so as not to damage the Work or present a fire hazard.
   4. Cover products subject to discoloration or deterioration from exposure to the elements, with impervious sheet material and provide ventilation to avoid condensation.

5. Completely cover and protect any equipment or material which is prime coated or finish painted with secured plastic or cloth tarps. Store out of reach of dirt, water, mud and splashing.
6. Store loose granular materials on clean, solid surfaces such as pavement, or on rigid sheet materials, to prevent mixing with foreign matter.
7. Provide surface drainage to prevent erosion and ponding of water.
8. Prevent mixing of refuse or chemically injurious materials or liquids.
9. Cover aggregates such as sand and gravel in cold wet weather.
10. Remove all traces of piled bulk materials at completion of work and return site to original or indicated condition.

1.06 MAINTENANCE OF STORAGE

A. CONTRACTOR shall periodically inspect stored products on a scheduled basis.

B. CONTRACTOR shall verify that storage facilities comply with manufacturer's product storage requirements, and verify that manufacturer required environmental conditions are maintained continually.

C. CONTRACTOR shall verify that surfaces of products exposed to the elements are not adversely affected and that any weathering of finishes is acceptable under requirements of Contract Documents.

D. CONTRACTOR shall perform scheduled maintenance of equipment in storage as recommended by the manufacturer. A record of the maintenance shall be kept and turned over to ENGINEER when the equipment is installed.

1.07 INSTALLATION REQUIREMENTS

A. Manufactured articles, materials, and equipment shall be applied, installed, connected, erected, used, cleaned, and conditioned as directed by the respective manufacturers, unless otherwise specified.

B. After installation, CONTRACTOR shall protect all materials and equipment against weather, dust, moisture, and mechanical damage.

C. CONTRACTOR shall be responsible for all damages that occur in connection with the care and protection of all materials and equipment until completion and final acceptance of the Work by OWNER. Damaged material and equipment shall be immediately removed from the Site.

1.08 EQUIPMENT WARRANTIES

A. Warranties shall be nonprorated, include all parts and labor, and be in written form. Warranties shall specifically exclude buyer's indemnification language. Warranty language shall not eliminate manufacturer’s responsibility for sizing of the equipment. During warranty period, manufacturer shall be responsible for any travel expenses, outside contractor fees, and rental equipment fees associated with providing warranty service. Manufacturer shall pay expenses incurred for repairs and parts replacement not made by manufacturer if manufacturer’s response is not within 72 hours of notification by OWNER. Warranty language shall be provided with the shop drawings.

1.09 CONCRETE EQUIPMENT BASE

A. Cast-in-place concrete equipment bases shall be provided for all new and relocated equipment including electrical control panels, motor control centers, switchgear, etc. Concrete equipment bases shall be provided by CONTRACTOR except where specifically noted to be provided by others. Bases shall be 3 1/2-inch minimum height and shall be a minimum of 3 inches larger than equipment being supported. Grouting of equipment bases shall be as recommended by equipment manufacturer.

B. Concrete and grout shall meet applicable sections of the Specifications.

C. Provide all anchor bolts, metal shapes and templates to be cast in concrete or used to form concrete for support of equipment.

PART 2–PRODUCTS

NOT APPLICABLE

PART 3–EXECUTION

NOT APPLICABLE

END OF SECTION

SECTION 01 73 29

CUTTING, PATCHING, AND ALTERATIONS

PART 1–GENERAL

1.01 SUMMARY

A. Work Included: CONTRACTOR shall be responsible for all cutting, fitting, patching, and other alterations required to complete the Work as specified herein or to:
   1. Make its several parts fit together properly.
   2. Uncover portions of the Work to install improperly sequenced Work.
   3. Remove and replace defective Work.
   4. Remove and replace Work not conforming to requirements of the Contract Documents.
   5. Remove samples of installed Work as specified for testing.
   6. Provide penetrations of surfaces for installation of piping and electrical conduit.
   7. Rehabilitate or renovate existing spaces.

1.02 REFERENCES

A. ANSI A10 Safety Requirements for Construction and Demolition.

1.03 QUALITY ASSURANCE

A. CONTRACTOR shall perform all cutting, patching, and alterations in strict accordance with pertinent requirements of these Specifications.

B. Except as modified by governing codes, CONTRACTOR shall comply with the applicable provision and recommendations of ANSI A10.

1.04 SUBMITTALS

A. CONTRACTOR shall submit a written request to OWNER well in advance of executing any cutting or alteration which affects the following:
   1. Work of OWNER or any separate contractor.
   2. Structural value or integrity of any element of the Project.
   3. Integrity or effectiveness of weather-exposed or moisture-resistant elements or systems.
   4. Efficiency, operational life, maintenance, or safety of operational elements.
   5. Visual qualities of sight-exposed elements.

B. The request shall include:
   1. Description of affected work.
   2. The necessity for cutting, patching, or alteration.
   3. Effect on work of OWNER, any separate contractor, or on the structural or weather-proof integrity of the Project.
   4. Description of proposed work to include:
      a. Scope of cutting, patching, or alteration.
      b. Trades who will execute the Work.
      c. Products proposed to be used.
      d. Extent of refinishing to be done.

5. Alternatives to cutting and patching.
6. Written permission of any separate contractor whose work will be affected.

C. Submit written notice to OWNER designating the date and the time the Work will be uncovered or executed.

1.05 SCHEDULING AND COORDINATION

A. All work under this section shall be coordinated with OWNER's work forces and those of other contractors and shall be accomplished at times acceptable to OWNER.

B. Before starting any work relating to existing utilities (electrical, sewer, water, heat, gas, fire lines, etc.) that will temporarily discontinue or disrupt service to the existing building, notify ENGINEER and OWNER 72 hours in advance and obtain OWNER's approval before proceeding with this phase of the Work. Temporary facilities, if required, shall be in place prior to disruption of service.

PART 2–PRODUCTS

2.01 NEW MATERIALS

A. For replacement of work removed, CONTRACTOR shall use materials which comply with the pertinent sections of these Specifications.

B. All new materials for patching and extending work shall match existing products and work.

C. CONTRACTOR shall determine type and quality of existing products by inspection and any necessary testing and workmanship by use of existing as the standard.

2.02 SALVAGEABLE MATERIAL

A. Materials or items designated to be reinstalled or to become the property of OWNER shall be as specified or as shown on the Drawings.

B. CONTRACTOR shall remove such items with care under the supervision of the trade responsible for reinstallation.

C. CONTRACTOR shall store these materials (off-site if necessary) and protect from damage until they are incorporated into the new work.

D. Items which are not to be reinstalled but are to become the property of OWNER shall be removed by CONTRACTOR with care, cleaned, and stored in a location at the Site to be approved by OWNER.

E. Materials or items damaged in its removal shall be replaced by CONTRACTOR with similar new material at no additional cost to OWNER.

F. Where existing equipment or fixtures are indicated to be reused, CONTRACTOR shall repair such equipment and refinish as specified elsewhere.

2.03 UNSALVAGEABLE MATERIALS

A. Materials or items demolished and not designated to become the property of OWNER or not designated to be reinstalled shall become the property of CONTRACTOR and shall be removed from the site and legally and properly disposed of by CONTRACTOR.

B. Materials shall be removed by CONTRACTOR in a manner that will avoid damage to materials or equipment to remain.

PART 3–EXECUTION

3.01 INSPECTION

A. CONTRACTOR shall inspect existing conditions including elements subject to movement or damage during cutting, patching, and other alterations.

B. After uncovering the Work, CONTRACTOR shall inspect conditions affecting installation of new products or performance of new work.

C. CONTRACTOR shall report unsatisfactory or questionable conditions to ENGINEER in writing.

D. CONTRACTOR shall not proceed with work until unsatisfactory or questionable conditions are resolved.

E. Beginning of cutting, patching, and alterations work means acceptance of existing conditions by CONTRACTOR.

3.02 PREPARATION AND PROTECTION

A. CONTRACTOR shall provide temporary bracing, shoring, needling, and support of the structure during alterations work as necessary to prevent collapse, settling, or deflection and to protect persons and property from injury or damage.

B. Temporary supports must adequately carry all existing and imposed load.

C. CONTRACTOR shall provide and maintain temporary protection of surface finishes, equipment, and adjacent work designated to remain where demolition, removal, and new work is being done, connections are being made, materials are being handled, or equipment is being removed.

D. CONTRACTOR shall provide temporary partitions or barriers to contain all dust, dirt, and debris from entering into finished areas or areas where OWNER is operating, storing, or manufacturing products.

E. CONTRACTOR shall provide adequate fire protection in accordance with local Fire Department requirements.

F. CONTRACTOR shall provide waterproofing, weather protection, heat, and other facilities for that portion of the Work which may be exposed by cutting and patching, demolition, or other alterations.

G. CONTRACTOR shall cut, move, or remove items as necessary for access to alterations and renovations work and replace and restore at completion of the Work.

H. CONTRACTOR shall prepare surfaces and remove surface finishes to provide for proper installation of new work and new finishes.

I. CONTRACTOR shall be responsible for any damage to the existing structure or its contents directly or indirectly by its crews or those of its subcontractors.

3.03 PERFORMANCE

A. CONTRACTOR shall accomplish all work of cutting, removal, demolition, patching, or other alterations using only persons skilled in the appropriate trade.

B. CONTRACTOR shall execute the Work in a careful and orderly manner with the least possible disturbance to the public and to the occupants of the building.

C. CONTRACTOR shall execute cutting and demolition by methods which will prevent damage to other work and will provide proper surfaces to receive installation of repairs.

D. CONTRACTOR shall execute fitting and adjustment of products to provide a finished installation to comply with specified products, functions, tolerances, and finishes.

E. CONTRACTOR shall fit work airtight to pipes, sleeves, ducts, conduit, and other penetrations through surfaces.

F. CONTRACTOR shall thoroughly clean and prepare all surfaces to receive new finish or covering to completely remove all dirt, dust, grease, oil, paint, loose materials, and soil.

G. CONTRACTOR shall refinish entire surface as necessary to provide an even finish to match adjacent finishes:
   1. For continuous surfaces, refinish to nearest intersection.
   2. For an assembly, refinish entire unit.

3.04 DEMOLITION, CUTTING, AND REMOVAL

A. Cutting and removal of construction shall be performed by CONTRACTOR so as not to cut or remove more than is necessary and so as not to damage adjacent work.

B. CONTRACTOR shall cut out embedded anchorages and attachment items as required to properly provide for patching and repair of the respective finishes.

C. CONTRACTOR shall not cut structural work in a manner resulting in a reduction of load-carrying capacity or load/deflection ratio.

D. CONTRACTOR shall not cut operational elements and safety components in a manner resulting in decreased performance, shortened useful life, or increased maintenance.

E. CONTRACTOR shall not cut work exposed to view (exterior or interior) in a manner resulting in noticeable reduction of visual qualities as determined by OWNER.

F. Construction that is to remain which is loosened, cracked, or otherwise damaged or defaced as a result of careless cutting or demolition and is unsuitable for use intended shall be removed and replaced at no additional cost to OWNER.

G. CONTRACTOR shall clean demolished areas and remove debris, waste, and rubbish from the building at the conclusion of each day's work.

H. CONTRACTOR shall not let piled waste material endanger the structure.

3.05 PATCHING, EXTENDING, AND MATCHING

A. Patching work shall conform to the standards of the Specifications where applicable, and where not specified, work shall conform to the highest standards of the applicable trade.

B. CONTRACTOR shall patch construction to match adjacent work unless noted otherwise.

C. Patching or restoration shall be carried to natural breaks (e.g., corners) wherever possible.

D. CONTRACTOR shall provide adequate support to substrate for patching finishes.

E. Transitions: CONTRACTOR shall restore existing work that is damaged during patching operations to a condition equal to its construction at the time of the start of the Work.

F. At locations in existing areas where partitions are removed, CONTRACTOR shall patch floors, walls, and ceiling with finish material to match adjacent surfaces.

G. Transitions:
   1. Where new work abuts or finishes flush with existing work, CONTRACTOR shall make the transition as smooth as possible.
   2. Patched work shall match adjacent work in texture and appearance so as to make the patch or transition invisible to the eye at a distance of 3 feet.
   3. Where masonry, tile, plaster, metal, or other finished surface is cut in such a way that a smooth transition is not possible, CONTRACTOR shall terminate the existing surface in a neat fashion along a straight line at a natural line of division and provide trim appropriate to the finished surface.
   4. Where two or more spaces are indicated to become one space, CONTRACTOR shall rework floors and ceilings so that horizontal planes are without breaks, steps, or bulkheads, unless shown otherwise.
   5. In case of extreme level changes (3 inches or more), review condition with ENGINEER prior to making transition.
   6. CONTRACTOR shall restore existing work that is damaged during patching operations to a condition equal to its construction at the time of the start of the Work.

3.06 UNANTICIPATED MECHANICAL AND ELECTRICAL WORK EXPOSED

A. Where unanticipated mechanical piping or electrical conduit is exposed during removal of partitions or walls, removal or rerouting shall be accomplished by CONTRACTOR as applicable.
   1. Rerouted piping shall be located and shall be connected to maintain all functions in proper operations.
   2. Abandoned piping may be left in place where it is buried in floors or walls, providing that it is completely disconnected from its source.

3. There shall be no “dead end” gas, water, sewer, or vent piping existing in the completed work.
4. Unless otherwise shown, abandoned piping, ductwork, conduit, or other mechanical or electrical items in chases, vertical enclosures, or concealed above ceilings shall be completely removed.

B. Removals, capping, or otherwise terminating services which are abandoned shall be accomplished without additional cost to OWNER.

C. Relocation of services resulting from unanticipated conflicts of new and existing work in concealed spaces shall be paid for in accordance with the Contract.

END OF SECTION

SECTION 01 77 00

CONTRACT CLOSEOUT

PART 1–GENERAL

1.01 SUMMARY

A. Work Included:
   1. Closeout Procedures.
   2. Final Cleaning.
   3. Adjusting.
   4. Project Record Documents.
   5. Warranties.

1.02 CLOSEOUT PROCEDURES

A. CONTRACTOR shall provide submittals to ENGINEER that are required by governing or other authorities.

B. CONTRACTOR shall comply with the Contract and complete the following before requesting ENGINEER's observation of the Work or designated portion thereof for substantial completion.
   1. Submit executed warranties, workmanship bonds, maintenance agreements, inspection certificates, and similar required documentation for specific units of Work, enabling OWNER's unrestricted occupancy and use.
   2. Submit record documentation, maintenance manuals, tools, spare parts, keys, and similar operational items.
   3. Submit consent of surety (if surety required in Contract).
   4. Complete final cleaning, touch-up work of marred surfaces, and remove temporary facilities and tools.

1.03 FINAL CLEANING

A. It is CONTRACTOR's responsibility to completely clean up the inside of all buildings and the construction site at the completion of the Work.

B. CONTRACTOR shall clean areas of the building in which painting and finishing work is to be performed just prior to the start of this work and maintain these areas in satisfactory condition for painting and finishing. This cleaning includes:
   1. Removal of trash and rubbish from these areas.
   2. Broom cleaning of floors.
   3. Removal of any plaster, mortar, dust, and other extraneous materials from finish surfaces, including but not limited to exposed structural steel, miscellaneous metal, masonry, concrete, mechanical equipment, piping, and electrical equipment.

C. In addition to the cleaning specified above and the more specific cleaning that may be required in various technical sections of the Specifications, CONTRACTOR shall prepare the Project for occupancy by a thorough cleaning throughout, which shall include the following:

1. Clean interior and exterior glass surfaces exposed to view; remove temporary labels, stains and foreign substances, polish transparent and glossy surfaces, vacuum carpeted and soft surfaces.
2. Clean equipment and fixtures to a sanitary condition with cleaning materials appropriate to the surface and material being cleaned.
3. Replace filters of operating equipment.
4. Clean debris from roofs, gutters, downspouts, and drainage systems.
5. Clean site; sweep paved areas, rake clean landscaped surfaces.
6. Remove waste and surplus materials, rubbish, and construction facilities from the Site.

1.04 ADJUSTING

A. CONTRACTOR shall adjust operating products and equipment to provide smooth and unhindered operation.

1.05 PROJECT RECORD DOCUMENTS

A. CONTRACTOR shall maintain on Site one set of the following record documents to record actual revisions to the Work:
   1. Drawings.
   2. Specifications.
   3. Addenda.
   4. Change orders and other modifications to the Contract.
   5. Reviewed shop drawings, product data, and samples.
   6. Manufacturer’s instruction for assembly, installation, and adjusting.

B. CONTRACTOR shall make entries that are complete and accurate, enabling future reference by OWNER.

C. CONTRACTOR shall store record documents separate from documents used for construction.

D. CONTRACTOR shall record information concurrent with construction progress.

E. Specifications: CONTRACTOR shall legibly mark and record at each Product section description of actual products installed, including the following:
   1. Manufacturer’s name and product model and number.
   2. Product substitutions or alternates utilized.
   3. Changes made by addenda and modifications.

F. Record Drawings: CONTRACTOR shall legibly mark each item to record actual construction including:
   1. Measured depths of foundations in relation to finish floor datum.
   2. Measured horizontal and vertical locations of underground utilities and appurtenances referenced to permanent surface improvements.
   3. Measured locations of internal utilities and appurtenances concealed in construction referenced to visible and accessible features of the Work.
   4. Field changes of dimension and detail.
   5. Details not on original Contract Drawings.

1.06 WARRANTIES

A. CONTRACTOR shall provide warranties beyond project one-year warranty as required by technical sections.

B. Submit warranty information as follows:
   1. Provide original copies bearing authorized signatures.
   2. Execute and assemble transferable warranty documents from Subcontractors, suppliers, and manufacturers, and provide Table of Contents and assemble in three-ring binder with durable cover.
   3. Submit with request for certificate of Substantial Completion.
   4. For items of work delayed beyond date of Substantial Completion, provide updated submittal within 10 days after acceptance listing date of acceptance as start of warranty period.

PART 2–PRODUCTS

NOT APPLICABLE

PART 3–EXECUTION

NOT APPLICABLE

END OF SECTION

SECTION 01 91 00

STARTING OF SYSTEMS

PART 1–GENERAL

1.01 SUMMARY

A. Work Included:
1. General.
2. Equipment and System Installation.
3. Starting Equipment and Systems.
4. Demonstration, Instructions, and Operator Training.
5. Start-Up and Testing.
6. Equipment Systems Requiring Additional Documentation.

B. CONTRACTOR shall perform the Work described in the following subsections.

1.02 GENERAL

A. The number of days for manufacturer's services stated in the Specifications shall be considered as the minimum number of days. Should additional time be required for services because of equipment malfunction or other problem, such time shall be at the expense of CONTRACTOR, with no change in Contract Price.

B. "Days" specified shall consist of 8-hour days on-site, excluding travel time.

C. CONTRACTOR shall designate and provide one person to be responsible for scheduling, coordinating, and expediting the specified services. Scheduling the services shall be done in cooperation with, and with the prior approval of ENGINEER and OWNER. Such schedule shall be arranged with the appropriate subcontractors, manufacturers, and suppliers with sufficient time to allow their compliance with the service requirements.

D. CONTRACTOR shall manage equipment checkout such that checkout has been completed and deficiencies addressed prior to demonstration and training. Scheduling training prior to checkout may result in cancellation when checkout cannot be completed prior to training.

1.03 EQUIPMENT AND SYSTEM INSTALLATION

A. Competent and experienced technical personnel shall represent the manufacturers of all equipment and systems for as many days as may be necessary to provide proper installation and to resolve assembly or installation problems at the site that are attributable to, or associated with, the equipment furnished. This requirement applies to manufacturers for all equipment furnished, whether or not specifically set forth in the Specifications.

B. Where a Certificate of Proper Installation is called for in this Specification Section, the manufacturer's representative shall provide the attached Certificate of Proper Installation stating that the equipment or system has been installed in accordance with the manufacturer's instructions and has been inspected by a manufacturer's authorized representative, that it has been serviced with the proper initial lubricants, that applicable safety equipment has been properly installed, that the proper electrical and mechanical

connections have been made, and that any other manufacturer requirements have been met. This certification shall be provided to ENGINEER and OWNER prior to the start-up. This certificate is in addition to the manufacturer's standard startup reports, checklists, and other pertinent information.

C. Functional (or run) testing is required for all equipment and systems. The manufacturer's representative shall supervise the functional test, which shall include checking for proper rotation, alignment, speed, excessive vibration, and noisy operation. The Manufacturer's Certificate of Proper Installation shall state that proper adjustments have been made and that the equipment or system is ready for start-up.

D. Manufacturer shall demonstrate, using laser alignment equipment, if appropriate, that the installed equipment has been aligned properly. Final acceptance of equipment will not be granted until manufacturer has demonstrated to ENGINEER that acceptable alignment to tolerances have been achieved. For pumps with motors 7.5 hp and larger, the acceptable shaft alignment tolerances shall be as recommended in the pump manufacturer's written instructions and shall include parallel offset and angular gap measurements.

1.04 STARTING EQUIPMENT AND SYSTEMS

A. Where field testing and start-up services are called for in the Specifications, or when technical assistance is necessary as a result of any malfunction of the equipment or system furnished, the manufacturer's representative shall provide such services.

B. Manufacturer's representative shall also conduct and/or assist with performance testing, as required by the Specifications. These services shall continue until such times as the applicable equipment or system has been successfully tested for performance and has been accepted by OWNER for full-time operation.

C. Coordinate schedule for start-up of various equipment and systems. Coordination includes, but is not limited to, communication with subcontractors, suppliers, OWNER, and ENGINEER. CONTRACTOR shall confirm that all necessary work is complete and that the equipment and systems can be operated in conjunction with all associated processes.

D. Notify ENGINEER and OWNER a minimum of 7 days prior to start-up of each item using the attached Equipment Startup and O&M Training Scheduling form. CONTRACTOR shall submit form to ENGINEER.

E. Verify that each piece of equipment or system has been checked for proper lubrication, drive rotation, belt tension, control sequence, or for other conditions that may cause damage.

F. Verify that tests, meter readings, and specified electrical characteristics agree with those required by the equipment or system manufacturer.

G. Verify wiring and support components for equipment are complete and tested.

H. Execute start-up under supervision of applicable manufacturer's representative and CONTRACTOR's personnel in accordance with manufacturers' instructions.

I. Require manufacturer to provide authorized representative to be present at site to inspect, check, and approve equipment or system installation prior to start-up and to supervise

placing equipment or system in operation. Authorized representative shall provide approval for starting of systems in writing where specified.

J. Equipment manufacturer shall provide a written report covering checkout, testing, inspections, and start-up and shall identify any deficiencies noted. Report shall be submitted to ENGINEER. CONTRACTOR shall be responsible for correcting all deficiencies noted in report. In addition, CONTRACTOR shall submit a fully executed Certificate of Proper Installation form if required in Paragraph 3.01 of this section.

1.05 DEMONSTRATION, INSTRUCTIONS, AND OPERATOR TRAINING

A. For all systems and where called for in the Specifications, provide a qualified technical representative to provide detailed instructions to OWNER's personnel for operation and maintenance of equipment and associated instrumentation. Training services shall include pre-start-up classroom instruction and start-up on-site instruction, as stated in the Specifications.

B. Refer to the Specifications for additional training requirements.

C. CONTRACTOR shall coordinate the pre-start-up training periods with OWNER's operating personnel and manufacturers' representatives.
   1. Schedule training dates and times with OWNER, that are acceptable to OWNER, using equipment, startup, and O&M training form. Normal hours available for training are between 7:30 A.M. to 3 P.M., Monday through Friday, except for holidays.
   2. Submit outline and presentation to ENGINEER at least 7 days in advance of training.
   3. Provide name, contact information, and brief synopsis of qualifications of the trainer.
   4. If materials above are not provided at least 7 days in advance, training may be canceled.
   5. Failure of supplier's or manufacturer's representative to appear for scheduled training, failure to notify OWNER 24 hours in advance of need to cancel scheduled training or failure to arrive within 30 minutes of start of scheduled training shall result in reimbursement to OWNER for time lost by OWNER's personnel in waiting for arrival of manufacturer's representative. Except in case of failure to arrive on time, time will not exceed 1 hour for each employee scheduled to receive training. Failure to arrive on time will be reimbursed by actual time late, up to 1 hour, after 1 hour, training will be rescheduled. CONTRACTOR shall reimburse OWNER via a change order.
   6. During the training, instructor will dedicate its time solely to training and not start-up services.
   7. Utilize operation and maintenance manuals as basis for instruction. Review contents of manual with OWNER's personnel in detail to explain all aspects of operation and maintenance.
   8. Demonstrate start-up, operation, control, adjustment, troubleshooting, servicing, maintenance, and shutdown of each item of equipment.
   9. Prepare and insert additional data in operation and maintenance manuals when need for additional data becomes apparent during instruction.
   10. OWNER may videorecord the training for future internal use. Provide to OWNER paper and electronic copies of any media used as part of training.
   11. Provide training handouts for each of OWNER's personnel present.

D. CONTRACTOR shall provide attached Certificate of Operator Training cosigned by OWNER and supplier's representative verifying training was accomplished to satisfaction of all parties.

E. Operation and maintenance manual submitted in accordance with Section 01 33 00–Submittals shall be provided prior to operator training.

F. For equipment or systems requiring seasonal operation, perform demonstration for dormant season at start of dormant season.

G. Final payment for various items of equipment will not be made by OWNER until the equipment is operating to OWNER's satisfaction.

H. Where items of equipment are placed into service at different times or sequence, manufacturer's services for start-up, field testing, and supervision shall be provided for each time or sequence. Training shall be provided prior to or at the time the first similar item of equipment is placed in service.

1.06 START-UP AND TESTING

A. Prior to acceptance of any portion of the Work, start-up and testing of all equipment and testing of all materials furnished on the Project by CONTRACTOR shall have been conducted in the presence of representatives of CONTRACTOR, OWNER, and ENGINEER and also manufacturer if requested by OWNER or ENGINEER.

B. CONTRACTOR shall provide whatever temporary installations and conditions are necessary in order to perform start-up and testing operations on all equipment and materials furnished under the Contract. Temporary connections and equipment necessary during start-up and testing operations shall include, but not be limited to, temporary piping and electrical power and control equipment and devices, temporary connection from various parts of the systems and any other labor, materials, fuel, devices, or items that may be required for start-up and testing operations. Temporary conditions shall include filling with water, if necessary, to check equipment and materials.

C. All temporary installations and conditions shall be removed by CONTRACTOR upon completion of start-up and testing.

PART 2–PRODUCTS

NOT APPLICABLE

PART 3–EXECUTION

3.01 EQUIPMENT SYSTEMS REQUIRING CERTIFICATION OF PROPER INSTALLATION

A. Section 26 09 00–Controls and Instrumentation: Documented date(s) of CONTRACTOR written request for On-Site Acceptance Test.

3.02 EQUIPMENT SYSTEMS REQUIRING ADDITIONAL DOCUMENTATION

A. Section 26 09 00–Controls and Instrumentation: Documented date(s) of CONTRACTOR written request for On-Site Acceptance Test.

END OF SECTION

TS No. _____

EQUIPMENT START-UP AND O&M TRAINING SCHEDULING FORM
STRAND ASSOCIATES, INC.®

PROJECT _____ CLIENT _____

CONTRACT _____

CONTRACTOR _____ Date: _____

The following equipment is scheduled for start-up on _____

EQUIPMENT NAME: _____ SPECIFICATION SECTION: _____

MANUFACTURER: _____ MINIMUM HOURS OF TRAINING: _____

DATE O&M MANUALS SUBMITTED: _____

Specification Section 01 91 00 requires that start-up and operation and training be conducted by a qualified manufacturer's representative prior to placing equipment in operation. Review Specification Sections 01 33 00 and 01 45 00 and the individual equipment sections for start-up and training requirements. OWNER may find it necessary to propose alternate dates for training based on conflicts with other training and staff availability. The Operation and Maintenance Manuals must be submitted prior to training.

After the equipment or system has been properly installed and is functioning correctly, submit a written report in accordance with Specification Section 01 45 00.

Submit the completed form to ENGINEER and OWNER at least 7 days prior to start-up and training.

Proposed Training Date: _____ Time of Training: _____

Factory-trained representative giving training:

Name(s): _____

Company: _____

Address: _____

Phone: _____

Fax: _____

E-mail: _____

CERTIFICATE OF PROPER INSTALLATION

Project _____

Equipment _____

Specification Section _____

Contract _____

I hereby certify the equipment supplier/manufacturer has inspected this equipment and that it has been properly installed, adjusted, and calibrated. I further certify this equipment may now be operated for test purposes and/or normal use.

MANUFACTURER'S REPRESENTATIVE

Signature _____ Date _____

Name (print) _____

Title _____

Representing _____

CONTRACTOR

Signature _____ Date _____

Name (print) _____

Title _____

This form shall be completed and submitted to ENGINEER prior to OWNER training.

CERTIFICATE OF OPERATOR TRAINING

Project _____

Equipment _____

Specification Section _____

Contract _____

I hereby certify the equipment supplier/manufacturer has instructed OWNER's personnel in the start-up operation and maintenance of this equipment as required in the Specifications.

MANUFACTURER'S REPRESENTATIVE

Signature _____ Date _____

Name (print) _____

Title _____

Representing _____

CONTRACTOR

Signature _____ Date _____

Name (print) _____

Title _____

OWNER

I hereby state that my operating personnel received instruction for start-up, operation, and maintenance of this equipment.

Signature _____ Date _____

Name (print) _____

Title _____

END SECTION

WAGE RATES

Lake County Prevailing Wage Rates posted on 12/15/2025

						Overtime										
Trade Title	**Rg**	**Type**	**C**	**Base**	**Foreman**	**M-F**	**Sa**	**Su**	**Hol**	**H/W**	**Pension**	**Vac**	**Trng**	**Other Ins**	**Add OT 1.5x owed**	**Add OT 2.0x owed**
ASBESTOS ABT-GEN	All	ALL		51.40	52.40	1.5	1.5	2.0	2.0	18.32	17.71	0.00	0.91	0.00	0.00	0.00
ASBESTOS ABT-MEC	All	BLD		42.02	45.38	1.5	1.5	2.0	2.0	16.44	16.64	0.00	0.92		3.37	6.73
BOILERMAKER	All	BLD		58.91	64.21	2.0	2.0	2.0	2.0	7.07	27.02	0.00	3.69	2.31	0.00	39.30
BRICK MASON	All	BLD		53.06	58.37	1.5	1.5	2.0	2.0	12.95	26.26	0.00	1.57	0.00	4.23	8.45
CARPENTER	All	ALL		56.71	58.71	1.5	1.5	2.0	2.0	13.64	27.26	2.61	1.04		0.00	0.00
CEMENT MASON	All	ALL		50.30	52.30	2.0	1.5	2.0	2.0	12.86	32.82	0.00	0.80	0.00	0.00	0.00
CERAMIC TILE FINISHER	All	BLD		49.09	49.09	1.5	1.5	2.0	2.0	13.25	17.61	0.00	1.37	0.00	5.57	11.14
CERAMIC TILE LAYER	All	BLD		57.04	62.04	1.5	1.5	2.0	2.0	13.25	21.60	0.00	1.50	0.00	7.63	15.26
COMMUNICATION TECHNICIAN	All	BLD		44.97	47.77	1.5	1.5	2.0	2.0	14.32	21.27	2.16	0.93	0.00	12.18	24.36
CONCRETE SPECIALIST	All	BLD		51.81	58.21	1.5	1.5	2.0	2.0	12.95	27.56	0.00	1.57	0.00	4.88	9.75
CONCRETE SPECIALIST WELDER	All	BLD		54.40	58.21	1.5	1.5	2.0	2.0	12.95	27.56	0.00	1.57	0.00	4.88	9.75
ELECTRIC PWR EQMT OP	All	ALL		52.47	71.60	1.5	1.5	2.0	2.0	7.50	14.69	0.00	1.84	1.57	9.05	18.10
ELECTRIC PWR GRNDMAN	All	ALL		40.31	71.60	1.5	1.5	2.0	2.0	7.50	11.29	0.00	1.41	1.21	6.96	13.91
ELECTRIC PWR LINEMAN	All	ALL		63.08	71.60	1.5	1.5	2.0	2.0	7.50	17.66	0.00	2.21	1.89	10.88	21.76
ELECTRIC PWR TRK DRV	All	ALL		41.77	71.60	1.5	1.5	2.0	2.0	7.50	11.70	0.00	1.47	1.25	7.20	14.40
ELECTRICIAN	All	BLD		51.87	56.12	1.5	1.5	2.0	2.0	15.57	28.79	6.55	0.86	0.00	18.10	36.20
ELEVATOR CONSTRUCTOR	All	BLD		70.68	79.52	2.0	2.0	2.0	2.0	16.28	21.36	5.65	0.80		0.00	0.00
FENCE ERECTOR	All	ALL		52.25	54.75	1.5	1.5	2.0	2.0	14.29	19.02	0.00	1.00	0.00	0.00	0.00
GLAZIER	All	BLD		53.55	55.05	1.5	2.0	2.0	2.0	16.04	26.64	0.00	2.30	0.00	0.00	0.00
HEAT/FROST INSULATOR	All	BLD		56.02	59.38	1.5	1.5	2.0	2.0	16.44	19.88	0.00	0.92		4.99	9.97
IRON WORKER	All	ALL		62.46	65.96	2.0	2.0	2.0	2.0	19.05	27.04	0.00	0.49	0.00	0.00	0.00
LABORER	All	ALL		51.40	52.15	1.5	1.5	2.0	2.0	18.32	17.71	0.00	0.91	0.00	0.00	0.00
LATHER	All	ALL		56.71	58.71	1.5	1.5	2.0	2.0	13.64	27.26	2.61	1.04		0.00	0.00
MACHINIST	All	BLD		60.39	64.39	1.5	1.5	2.0	2.0	11.43	9.95	1.85	1.47	0.00	0.00	0.00
MARBLE FINISHER	All	ALL		40.21	54.60	1.5	1.5	2.0	2.0	12.95	23.81	0.00	0.98	0.00	3.00	6.00
MARBLE SETTER	All	BLD		52.00	57.20	1.5	1.5	2.0	2.0	12.95	25.57	0.00	1.25	0.00	3.88	7.76

Lake County Prevailing Wage Rates posted on 12/15/2025

MATERIAL TESTER I	All	ALL		41.40		1.5	1.5	2.0	2.0	18.32	17.71	0.00	0.91	0.00	0.00	0.00
MATERIALS TESTER II	All	ALL		46.40		1.5	1.5	2.0	2.0	18.32	17.71	0.00	0.91	0.00	0.00	0.00
MILLWRIGHT	All	ALL		56.71	58.71	1.5	1.5	2.0	2.0	13.64	27.26	2.61	1.04		0.00	0.00
OPERATING ENGINEER	All	BLD	1	64.80	68.80	2.0	2.0	2.0	2.0	24.70	21.55	2.00	2.75		0.00	0.00
OPERATING ENGINEER	All	BLD	2	63.50	68.80	2.0	2.0	2.0	2.0	24.70	21.55	2.00	2.75	0.00	0.00	0.00
OPERATING ENGINEER	All	BLD	3	60.95	68.80	2.0	2.0	2.0	2.0	24.70	21.55	2.00	2.75		0.00	0.00
OPERATING ENGINEER	All	BLD	4	59.20	68.80	2.0	2.0	2.0	2.0	24.70	21.55	2.00	2.75		0.00	0.00
OPERATING ENGINEER	All	BLD	5	68.55	68.80	2.0	2.0	2.0	2.0	24.70	21.55	2.00	2.75		0.00	0.00
OPERATING ENGINEER	All	BLD	6	65.80	68.80	2.0	2.0	2.0	2.0	24.70	21.55	2.00	2.75		0.00	0.00
OPERATING ENGINEER	All	BLD	7	67.80	68.80	2.0	2.0	2.0	2.0	24.70	21.55	2.00	2.75		0.00	0.00
OPERATING ENGINEER	All	FLT	1	73.95	73.95	1.5	1.5	2.0	2.0	24.70	21.55	2.00	2.75		0.00	0.00
OPERATING ENGINEER	All	FLT	2	72.45	73.95	1.5	1.5	2.0	2.0	24.70	21.55	2.00	2.75		0.00	0.00
OPERATING ENGINEER	All	FLT	3	67.95	73.95	1.5	1.5	2.0	2.0	24.70	21.55	2.00	2.75		0.00	0.00
OPERATING ENGINEER	All	FLT	4	63.45	73.95	1.5	1.5	2.0	2.0	24.70	21.55	2.00	2.75		0.00	0.00
OPERATING ENGINEER	All	FLT	5	75.45	73.95	1.5	1.5	2.0	2.0	24.70	21.55	2.00	2.75		0.00	0.00
OPERATING ENGINEER	All	FLT	6	63.45	73.95	1.5	1.5	2.0	2.0	24.70	21.55	2.00	2.75		0.00	0.00
OPERATING ENGINEER	All	HWY	1	63.00	67.00	1.5	1.5	2.0	2.0	24.70	21.55	2.00	2.75		0.00	0.00
OPERATING ENGINEER	All	HWY	2	62.45	67.00	1.5	1.5	2.0	2.0	24.70	21.55	2.00	2.75		0.00	0.00
OPERATING ENGINEER	All	HWY	3	60.40	67.00	1.5	1.5	2.0	2.0	24.70	21.55	2.00	2.75		0.00	0.00
OPERATING ENGINEER	All	HWY	4	59.00	67.00	1.5	1.5	2.0	2.0	24.70	21.55	2.00	2.75		0.00	0.00
OPERATING ENGINEER	All	HWY	5	57.80	67.00	1.5	1.5	2.0	2.0	24.70	21.55	2.00	2.75		0.00	0.00
OPERATING ENGINEER	All	HWY	6	66.00	67.00	1.5	1.5	2.0	2.0	24.70	21.55	2.00	2.75		0.00	0.00
OPERATING ENGINEER	All	HWY	7	64.00	67.00	1.5	1.5	2.0	2.0	24.70	21.55	2.00	2.75		0.00	0.00
ORNAMENTAL IRON WORKER	All	ALL		59.26	62.76	2.0	2.0	2.0	2.0	14.86	27.70	0.00	2.25	0.00	0.00	0.00
PAINTER	All	ALL		54.30	61.09	1.5	1.5	1.5	2.0	16.26	17.59	0.00	1.86	0.00	0.00	0.00
PAINTER - SIGNS	All	BLD		46.76	52.53	1.5	1.5	2.0	2.0	8.20	16.81	0.00	0.00	0.00	0.00	0.00
PILEDRIVER	All	ALL		56.71	58.71	1.5	1.5	2.0	2.0	13.64	27.26	2.61	1.04		0.00	0.00
PIPEFITTER	All	BLD		58.50	61.50	1.5	1.5	2.0	2.0	15.15	22.85	0.00	3.12	0.00	0.00	0.00
PLASTERER	All	BLD		52.11	55.24	2.0	1.5	2.0	2.0	12.86	31.51	0.00	0.80	0.00	0.00	0.00

Lake County Prevailing Wage Rates posted on 12/15/2025

PLUMBER	All	BLD		60.50	64.15	1.5	1.5	2.0	2.0	19.10	17.94	0.00	1.98		0.00	0.00
ROOFER	All	BLD		52.00	57.00	1.5	1.5	2.0	2.0	12.80	18.19	0.00	1.14	0.00	0.00	0.00
SHEETMETAL WORKER	All	BLD		54.58	58.95	1.5	1.5	2.0	2.0	15.88	28.92	0.00	1.20	0.00	0.00	0.00
SIGN HANGER	All	BLD		37.62	40.63	1.5	1.5	2.0	2.0	7.85	4.90	0.00	0.00	0.00	0.00	0.00
SPRINKLER FITTER	All	BLD		63.25	66.00	1.5	1.5	2.0	2.0	15.45	19.90	0.00	1.15	0.00	0.00	0.00
STEEL ERECTOR	All	ALL		62.46	65.96	2.0	2.0	2.0	2.0	19.05	27.04	0.00	0.49	0.00	0.00	0.00
STONE MASON	All	BLD		53.06	58.37	1.5	1.5	2.0	2.0	12.95	26.26	0.00	1.57	0.00	4.23	8.45
SURVEY WORKER	All	BLD		58.45	59.45	1.5	1.5	2.0	2.0	19.10	14.40	0.00	1.59		0.00	0.00
SURVEY WORKER	All	HWY		58.45	59.45	1.5	1.5	2.0	2.0	19.10	14.40	0.00	1.59		0.00	0.00
TERRAZZO FINISHER	All	BLD		51.44	51.44	1.5	1.5	2.0	2.0	13.25	18.87	0.00	1.41	0.00	4.45	8.89
TERRAZZO MECHANIC	All	BLD		55.35	58.85	1.5	1.5	2.0	2.0	13.25	20.26	0.00	1.46	0.00	4.70	9.39
TRAFFIC SAFETY WORKER I	All	HWY		43.40	45.40	1.5	1.5	2.0	2.0	10.08	10.08	0.00	1.05	0.00	0.00	0.00
TRAFFIC SAFETY WORKER II	ALL	HWY		44.40	46.40	1.5	1.5	2.0	2.0	10.08	10.08	0.00	1.05	0.00	0.00	0.00
TRUCK DRIVER	All	ALL	1	45.44	45.99	1.5	1.5	2.0	2.0	14.15	13.65	0.00	0.30	0.00	0.00	0.00
TRUCK DRIVER	All	ALL	2	45.59	45.99	1.5	1.5	2.0	2.0	14.15	13.65	0.00	0.30	0.00	0.00	0.00
TRUCK DRIVER	All	ALL	3	45.79	45.99	1.5	1.5	2.0	2.0	14.15	13.65	0.00	0.30	0.00	0.00	0.00
TRUCK DRIVER	All	ALL	4	45.99	45.99	1.5	1.5	2.0	2.0	14.15	13.65	0.00	0.30	0.00	0.00	0.00
TUCKPOINTER	All	BLD		52.53	53.53	1.5	1.5	2.0	2.0	11.05	23.16	0.00	1.46	0.00	0.00	0.00

Legend

Rg Region
Type Trade Type - All,Highway,Building,Floating,Oil & Chip,Rivers
C Class
Base Base Wage Rate
OT M-F Unless otherwise noted, OT pay is required for any hour greater than 8 worked each day, Mon through Fri. The number listed is the multiple of the base wage.
OT Sa Overtime pay required for every hour worked on Saturdays
OT Su Overtime pay required for every hour worked on Sundays
OT Hol Overtime pay required for every hour worked on Holidays
H/W Health/Welfare benefit
Vac Vacation
Trng Training
Other Ins Employer hourly cost for any other type(s) of insurance provided for benefit of worker.

Lake County Prevailing Wage Rates posted on 12/15/2025

Explanations LAKE COUNTY

The following list is considered as those days for which holiday rates of wages for work performed apply: New Years Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day and Veterans Day in some classifications/counties. Generally, any of these holidays which fall on a Sunday is celebrated on the following Monday. This then makes work performed on that Monday payable at the appropriate overtime rate for holiday pay. Common practice in a given local may alter certain days of celebration. If in doubt, please check with IDOL.

EXPLANATION OF CLASSES

ASBESTOS - GENERAL - removal of asbestos material/mold and hazardous materials from any place in a building, including mechanical systems where those mechanical systems are to be removed. This includes the removal of asbestos materials/mold and hazardous materials from ductwork or pipes in a building when the building is to be demolished at the time or at some close future date.

ASBESTOS - MECHANICAL - removal of asbestos material from mechanical systems, such as pipes, ducts, and boilers, where the mechanical systems are to remain.

CERAMIC TILE FINISHER

The grouting, cleaning, and polishing of all classes of tile, whether for interior or exterior purposes, all burned, glazed or unglazed products; all composition materials, granite tiles, warning detectable tiles, cement tiles, epoxy composite materials, pavers, glass, mosaics, fiberglass, and all substitute materials, for tile made in tile-like units; all mixtures in tile like form of cement, metals, and other materials that are for and intended for use as a finished floor surface, stair treads, promenade roofs, walks, walls, ceilings, swimming pools, and all other places where tile is to form a finished interior or exterior. The mixing of all setting mortars including but not limited to thin-set mortars, epoxies, wall mud, and any other sand and cement mixtures or adhesives when used in the preparation, installation, repair, or maintenance of tile and/or similar materials. The handling and unloading of all sand, cement, lime, tile, fixtures, equipment, adhesives, or any other materials to be used in the preparation, installation, repair, or maintenance of tile and/or similar materials. Ceramic Tile Finishers shall fill all joints and voids regardless of method on all tile work, particularly and especially after installation of said tile work. Application of any and all protective coverings to all types of tile installations including, but not be limited to, all soap compounds, paper products, tapes, and all polyethylene coverings, plywood, masonite, cardboard, and any new type of products that may be used to protect tile installations, Blastrac equipment, and all floor scarifying equipment used in preparing floors to receive tile. The clean up and removal of all waste and materials. All demolition of existing tile floors and walls to be re-tiled.

COMMUNICATION TECHNICIAN

Low voltage construction, installation, maintenance and removal of telecommunication facilities (voice, sound, data and video) including outside plant, telephone, security systems and data inside wire, interconnect, terminal equipment, central offices, PABX, fiber optic cable and equipment, micro waves, V-SAT, bypass, CATV, WAN (wide area network), LAN (local area networks), and ISDN (integrated system digital network), pulling of wire in raceways, but not the installation of raceways.

MARBLE FINISHER

Loading and unloading trucks, distribution of all materials (all stone, sand, etc.), stocking of floors with material, performing all rigging for heavy work, the handling of all material that may be needed for the installation of such materials, building of scaffolding, polishing if needed, patching, waxing of material if damaged, pointing up, caulking, grouting and cleaning of marble, holding water on diamond or Carborundum blade or saw for setters cutting, use of tub saw or any other saw needed for preparation of material, drilling of holes for wires that anchor material set by setters, mixing up of molding plaster for installation of material, mixing up thin set for the installation of material, mixing up of sand to cement for the installation of material and such other work as may be required in helping a Marble Setter in the handling of all material in the erection or installation of interior marble, slate, travertine, art marble, serpentine, alberene stone, blue stone, granite and other stones (meaning as to stone any foreign or domestic materials as are specified and used in building interiors and exteriors and customarily known as stone in the trade), carrara, sanionyx, vitrolite and similar opaque glass and the laying of all marble tile, terrazzo tile, slate tile and precast tile, steps, risers treads, base, or any other materials that may be used as substitutes for any of the aforementioned materials and which are used on interior and exterior which are installed in a similar manner.

MATERIAL TESTER I: Hand coring and drilling for testing of materials; field inspection of uncured concrete and asphalt.

MATERIAL TESTER II: Field inspection of welds, structural steel, fireproofing, masonry, soil, facade, reinforcing steel, formwork, cured concrete, and concrete and asphalt batch plants; adjusting proportions of bituminous mixtures.

OPERATING ENGINEER - BUILDING

Class 1. Asphalt Plant; Asphalt Spreader; Autograde; Backhoes with Caisson Attachment; Batch Plant; Benoto (requires Two Engineers); Boiler and Throttle Valve; Caisson Rigs; Central Redi-Mix Plant; Combination Back Hoe Front End-loader Machine; Compressor and Throttle Valve; Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Conveyor (Truck Mounted); Concrete Paver Over 27E cu. ft; Concrete Paver 27E cu. ft. and Under: Concrete Placer; Concrete Placing Boom; Concrete Pump (Truck Mounted); Concrete Tower; Cranes, All; Cranes, Hammerhead; Cranes, (GCI and similar Type); Creter Crane; Spider Crane; Crusher, Stone, etc.; Derricks, All; Derricks, Traveling; Formless Curb and Gutter Machine; Grader, Elevating; Grouting Machines; Heavy Duty Self-Propelled Transporter or Prime Mover; Highlift Shovels or Front Endloader 2-1/4 yd. and over; Hoists, Elevators, outside type rack and pinion and similar machines; Hoists, One, Two and Three Drum; Hoists, Two Tugger One Floor; Hydraulic Backhoes; Hydraulic Boom Trucks; Hydro Vac (and similar equipment); Locomotives, All; Motor Patrol; Lubrication Technician; Manipulators; Pile Drivers and Skid Rig; Post Hole Digger; Pre-Stress Machine; Pump Cretes Dual Ram; Pump Cretes: Squeeze Cretes-Screw Type Pumps; Gypsum Bulker and Pump; Raised and Blind Hole Drill; Roto Mill Grinder; Scoops - Tractor Drawn; Slip-Form Paver; Straddle Buggies; Operation of Tie Back Machine; Tournapull; Tractor with Boom and Side Boom; Trenching Machines.

Class 2. Boilers; Broom, All Power Propelled; Bulldozers; Concrete Mixer (Two Bag and Over); Conveyor, Portable; Forklift Trucks; Highlift Shovels or Front Endloaders under 2-1/4 yd.; Hoists, Automatic; Hoists, Inside Elevators; Hoists, Sewer Dragging Machine; Hoists, Tugger Single Drum; Laser Screed; Rock Drill (Self-Propelled); Rock Drill (Truck Mounted); Rollers, All; Steam Generators; Tractors, All; Tractor Drawn Vibratory Roller; Winch Trucks with "A" Frame.

Class 3. Air Compressor; Combination Small Equipment Operator; Generators; Heaters, Mechanical; Hoists, Inside Elevators

(remodeling or renovation work); Hydraulic Power Units (Pile Driving, Extracting, and Drilling); Pumps, over 3" (1 to 3 not to exceed a total of 300 ft.); Low Boys; Pumps, Well Points; Welding Machines (2 through 5); Winches, 4 Small Electric Drill Winches.

Class 4. Bobcats and/or other Skid Steer Loaders; Oilers; and Brick Forklift.

Class 5. Assistant Craft Foreman.

Class 6. Gradall.

Class 7. Mechanics; Welders.

OPERATING ENGINEERS - HIGHWAY CONSTRUCTION

Class 1. Asphalt Plant; Asphalt Heater and Planer Combination; Asphalt Heater Scarfire; Asphalt Spreader; Autograder/GOMACO or other similar type machines: ABG Paver; Backhoes with Caisson Attachment; Ballast Regulator; Belt Loader; Caisson Rigs; Car Dumper; Central Redi-Mix Plant; Combination Backhoe Front Endloader Machine, (1 cu. yd. Backhoe Bucket or over or with attachments); Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Paver over 27E cu. ft.; Concrete Placer; Concrete Tube Float; Cranes, all attachments; Cranes, Tower Cranes of all types: Creter Crane: Spider Crane; Crusher, Stone, etc.; Derricks, All; Derrick Boats; Derricks, Traveling; Dredges; Elevators, Outside type Rack & Pinion and Similar Machines; Formless Curb and Gutter Machine; Grader, Elevating; Grader, Motor Grader, Motor Patrol, Auto Patrol, Form Grader, Pull Grader, Subgrader; Guard Rail Post Driver Truck Mounted; Hoists, One, Two and Three Drum; Heavy Duty Self-Propelled Transporter or Prime Mover; Hydraulic Backhoes; Backhoes with shear attachments up to 40' of boom reach; Lubrication Technician; Manipulators; Mucking Machine; Pile Drivers and Skid Rig; Pre-Stress Machine; Pump Cretes Dual Ram; Rock Drill - Crawler or Skid Rig; Rock Drill - Truck Mounted; Rock/Track Tamper; Roto Mill Grinder; Slip-Form Paver; Snow Melters; Soil Test Drill Rig (Truck Mounted); Straddle Buggies; Hydraulic Telescoping Form (Tunnel); Operation of Tieback Machine; Tractor Drawn Belt Loader; Tractor Drawn Belt Loader (with attached pusher - two engineers); Tractor with Boom; Tractaire with Attachments; Traffic Barrier Transfer Machine; Trenching; Truck Mounted Concrete Pump with Boom; Raised or Blind Hole Drills (Tunnel Shaft); Underground Boring and/or Mining Machines 5 ft. in diameter and over tunnel, etc; Underground Boring and/or Mining Machines under 5 ft. in diameter; Wheel Excavator; Widener (APSCO).

Class 2. Batch Plant; Bituminous Mixer; Boiler and Throttle Valve; Bulldozers; Car Loader Trailing Conveyors; Combination Backhoe Front Endloader Machine (Less than 1 cu. yd. Backhoe Bucket or over or with attachments); Compressor and Throttle Valve; Compressor, Common Receiver (3); Concrete Breaker or Hydro Hammer; Concrete Grinding Machine; Concrete Mixer or Paver 7S Series to and including 27 cu. ft.; Concrete Spreader; Concrete Curing Machine, Burlap Machine, Belting Machine and Sealing Machine; Concrete Wheel Saw; Conveyor Muck Cars (Haglund or Similar Type); Drills, All; Finishing Machine - Concrete; Highlift Shovels or Front Endloader; Hoist - Sewer Dragging Machine; Hydraulic Boom Trucks (All Attachments); Hydro-Blaster; Hydro Excavating (excluding hose work); Laser Screed; All Locomotives, Dinky; Off-Road Hauling Units (including articulating) Non Self-Loading Ejection Dump; Pump Cretes: Squeeze Cretes - Screw Type Pumps, Gypsum Bulker and Pump; Roller, Asphalt; Rotary Snow Plows; Rototiller, Seaman, etc., self-propelled; Self-Propelled Compactor; Spreader - Chip - Stone, etc.; Scraper - Single/Twin Engine/Push and Pull; Scraper - Prime Mover in Tandem (Regardless of Size); Tractors pulling attachments, Sheeps Foot, Disc, Compactor, etc.; Tug Boats.

Class 3. Boilers; Brooms, All Power Propelled; Cement Supply Tender; Compressor, Common Receiver (2); Concrete Mixer (Two Bag and Over); Conveyor, Portable; Farm-Type Tractors Used for Mowing, Seeding, etc.; Forklift Trucks; Grouting Machine; Hoists, Automatic; Hoists, All Elevators; Hoists, Tugger Single Drum; Jeep Diggers; Low Boys; Pipe Jacking Machines; Post-Hole Digger; Power Saw, Concrete Power Driven; Pug Mills; Rollers, other than Asphalt; Seed and Straw Blower; Steam Generators; Stump Machine; Winch Trucks with "A" Frame; Work Boats; Tamper-Form-Motor Driven.

Class 4. Air Compressor; Combination - Small Equipment Operator; Directional Boring Machine; Generators; Heaters, Mechanical; Hydraulic Power Unit (Pile Driving, Extracting, or Drilling); Light Plants, All (1 through 5); Pumps, over 3" (1 to 3 not to exceed a total of 300 ft.); Pumps, Well Points; Vacuum Trucks (excluding hose work); Welding Machines (2 through 5); Winches, 4 Small Electric Drill Winches.

Class 5. SkidSteer Loader (all); Brick Forklifts; Oilers.

Class 6. Field Mechanics and Field Welders

Class 7. Dowell Machine with Air Compressor; Gradall and machines of like nature.

OPERATING ENGINEER - FLOATING

Class 1. Craft Foreman; Master Mechanic; Diver/Wet Tender; Engineer; Engineer (Hydraulic Dredge).

Class 2. Crane/Backhoe Operator; Boat Operator with towing endorsement; Mechanic/Welder; Assistant Engineer (Hydraulic Dredge); Leverman (Hydraulic Dredge); Diver Tender.

Class 3. Deck Equipment Operator, Machineryman, Maintenance of Crane (over 50 ton capacity) or Backhoe (115,000 lbs. or more); Tug/Launch Operator; Loader/Dozer and like equipment on Barge, Breakwater Wall, Slip/Dock, or Scow, Deck Machinery, etc.

Class 4. Deck Equipment Operator, Machineryman/Fireman (4 Equipment Units or More); Off Road Trucks; Deck Hand, Tug Engineer, Crane Maintenance (50 Ton Capacity and Under) or Backhoe Weighing (115,000 pounds or less); Assistant Tug Operator.

Class 5. Friction or Lattice Boom Cranes.

Class 6. ROV Pilot, ROV Tender

SURVEY WORKER

Operates survey equipment (such as levels, transits, data collectors, GPS and robotic total stations) for the purpose of performing construction layout and/or grade checking.

SURVEY FOREMAN

Operates survey equipment (such as levels, transits, data collectors, GPS and robotic total stations) for the purpose of performing

construction layout and/or grade checking; oversees survey crew operations; and/or coordinates work of survey crews.

TRAFFIC SAFETY Worker I

Traffic Safety Worker I - work associated with the delivery, installation, pick-up and servicing of safety devices during periods of roadway construction, including such work as set-up and maintenance of barricades, barrier wall reflectors, drums, cones, delineators, signs, crash attenuators, glare screen and other such items, and the layout and application or removal of conflicting and/or temporary roadway markings utilized to control traffic in construction zones, as well as flagging for these operations.

TRAFFIC SAFETY WORKER II

Work associated with the installation and removal of permanent pavement markings and/or pavement markers including both installations performed by hand and installations performed by truck.

TRUCK DRIVER - BUILDING, HEAVY AND HIGHWAY CONSTRUCTION

Class 1. Two or three Axle Trucks. A-frame Truck when used for transportation purposes; Air Compressors and Welding Machines, including those pulled by cars, pick-up trucks and tractors; Ambulances; Batch Gate Lockers; Batch Hopperman; Car and Truck Washers; Carry-alls; Fork Lifts and Hoisters; Helpers; Mechanics Helpers and Greasers; Oil Distributors 2-man operation; Pavement Breakers; Pole Trailer, up to 40 feet; Power Mower Tractors; Self-propelled Chip Spreader; Skipman; Slurry Trucks, 2-man operation; Slurry Truck Conveyor Operation, 2 or 3 man; Teamsters; Unskilled Dumpman; and Truck Drivers hauling warning lights, barricades, and portable toilets on the job site.

Class 2. Four axle trucks; Dump Crets and Adgetors under 7 yards; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turnatrailers when pulling other than self-loading equipment or similar equipment under 16 cubic yards; Mixer Trucks under 7 yards; Ready-mix Plant Hopper Operator, and Winch Trucks, 2 Axles.

Class 3. Five axle trucks; Dump Crets and Adgetors 7 yards and over; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnatrailers or turnapulls when pulling other than self-loading equipment or similar equipment over 16 cubic yards; Explosives and/or Fission Material Trucks; Mixer Trucks 7 yards or over; Mobile Cranes while in transit; Oil Distributors, 1-man operation; Pole Trailer, over 40 feet; Pole and Expandable Trailers hauling material over 50 feet long; Slurry trucks, 1-man operation; Winch trucks, 3 axles or more; Mechanic--Truck Welder and Truck Painter.

Class 4. Six axle trucks; Dual-purpose vehicles, such as mounted crane trucks with hoist and accessories; Foreman; Master Mechanic; Self-loading equipment like P.B. and trucks with scoops on the front.

TERRAZZO FINISHER

The handling of sand, cement, marble chips, and all other materials that may be used by the Mosaic Terrazzo Mechanic, and the mixing, grinding, grouting, cleaning and sealing of all Marble, Mosaic, and Terrazzo work, floors, base, stairs, and wainscoting by hand or machine, and in addition, assisting and aiding Marble, Masonic, and Terrazzo Mechanics.

Other Classifications of Work:

For definitions of classifications not otherwise set out, the Department generally has on file such definitions which are available. If a task to be performed is not subject to one of the classifications of pay set out, the Department will upon being contacted state which neighboring county has such a classification and provide such rate, such rate being deemed to exist by reference in this document. If no neighboring county rate applies to the task, the Department shall undertake a special determination, such special determination being then deemed to have existed under this determination. If a project requires these, or any classification not listed, please contact IDOL at 217-782-1710 for wage rates or clarifications.

LANDSCAPING

Landscaping work falls under the existing classifications for laborer, operating engineer and truck driver. The work performed by landscape plantsman and landscape laborer is covered by the existing classification of laborer. The work performed by landscape operators (regardless of equipment used or its size) is covered by the classifications of operating engineer. The work performed by landscape truck drivers (regardless of size of truck driven) is covered by the classifications of truck driver.

MATERIAL TESTER & MATERIAL TESTER/INSPECTOR I AND II

Notwithstanding the difference in the classification title, the classification entitled "Material Tester I" involves the same job duties as the classification entitled "Material Tester/Inspector I". Likewise, the classification entitled "Material Tester II" involves the same job duties as the classification entitled "Material Tester/Inspector II".

DAVIS-BACON FEDERAL WAGE RATES

"General Decision Number: IL20260011 01/02/2026

Superseded General Decision Number: IL20250011

State: Illinois

Construction Types: Heavy and Highway

Counties: Boone, De Kalb, Du Page, Kane, Kendall, Lake, McHenry and Will Counties in Illinois.

HEAVY AND HIGHWAY CONSTRUCTION PROJECTS (does not include landscape projects).

Modification Number Publication Date
 0 01/02/2026

 CARP0555-003 06/01/2022

DUPAGE ANE LAKE COUNTIES

 Rates Fringes

CARPENTER
 Building.....$ 52.01 38.85 Heavy & Highway.....$ 52.01 38.85 ----------
CARP0555-008 06/01/2020

WILL COUNTY

 Rates Fringes

Carpenter and Piledriver.....$ 49.76 38.26
---------- CARP0555-011 06/01/2022

KANE, McHENRY (North of Hwy 52), AND KENDALL COUNTIES
  Rates Fringes

Carpenter and Piledriver.....$ 52.01 38.86
---------- CARP0790-003 05/01/2025

DE KALB COUNTY

 Rates Fringes

CARPENTER.....$ 48.60 38.53
---------- CARP0790-004 05/01/2025

CARROLL, JO DAVIESS, LEE, OGLE (Oregon and South thereof), STEPHENSON, and

WHITESIDE COUNTIES

 Rates Fringes

CARPENTER.....$ 48.60 38.53
---------- CARP0792-003 05/01/2025

BOONE COUNTY

 Rates Fringes

CARPENTER.....$ 51.00 36.13
---------- ELEC0009-002 05/26/2024

WILL COUNTY

 Rates Fringes

Line Construction
 Groundman.....$ 48.44 60.05% Lineman and Equipment
 Operator.....$ 62.10 60.05%
---------- ELEC0117-001 06/02/2025

KANE (Northern Half) and McHENRY (All) COUNTIES

 Rates Fringes

ELECTRICIAN.....$ 59.11 42.23
---------- ELEC0150-001 06/03/2024

LAKE COUNTY

 Rates Fringes

ELECTRICIAN.....$ 48.28 72.47%+15.47
---------- ELEC0176-011 06/01/2023

WILL COUNTY

 Rates Fringes

ELECTRICIAN.....$ 52.00 45.01
---------- ELEC0196-001 03/06/2023

BOONE, DEKALB, DUPAGE, KANE, KENDALL, LAKE, and MCHENRY COUNTIES
  Rates Fringes

Line Construction
 Equipment Operator.....$ 49.22 34%+7.00+A Groundman Truck Driver.....
$ 39.19 34%+7.00+A Groundman.....$ 37.81 34%+7.00+A Lineman,
Substation
 Technician, Cable Splicing
 Technician, Digger
 Operator, Crane Operator
 20 tons and above, and
 Signal Technician.....$ 59.17 34%+7.00+A

 FOOTNOTE: A. PAID HOLIDAYS: Memorial Day, Independence Day, Labor Day, and
Thanksgiving Day

---------- ELEC0364-
003 06/02/2025

BOONE (All) & DEKALB (Remainder) COUNTIES

 Rates Fringes

ELECTRICIAN.....$ 62.61 43.96
---------- ELEC0461-
006 06/02/2025

DEKALB (Sandwich TWP), KANE (Southern Half) & KENDALL (All) COUNTIES

 Rates Fringes

ELECTRICIAN.....$ 60.17 43.50
---------- ELEC0701-
001 06/03/2019

DUPAGE COUNTY

 Rates Fringes

ELECTRICIAN.....$ 41.00 105.86%
---------- ENGI0150-
015 06/01/2025

BOONE and DE KALB COUNTIES

 Rates Fringes

OPERATOR: Power Equipment
 Group 1.....$ 56.60 51.05 Group 2.....$
56.05 51.05 Group 3.....$ 54.75 51.05 Group
4.....$ 53.30 51.05 Group 5.....$ 50.85
51.05

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

 GROUP 1: Asphalt Plant; Asphalt Heater and Planer combination; Asphalt

Spreader; Asphalt Silo Tender; Autograder, GOMACO or similar; Belt Loader; Caisson Rigs; Car Dumper, Central Redi-Mix Plant; Combination Backhoe Front End Loader Machine (1 cu yd or over Backhoe bucket with attachments); Backhoe with Shear attachment; Concrete Breaker (truck mounted); Concrete Conveyor; Concrete Paver over 27E cu ft; Concrete Placer; Concrete Tube Float; Cranes, all attachments; Cranes, Hammerhead, Linden, Peco and machines of a like nature; Creter Crane; Crusher,
stone; Derricks; Derrick Boats; Derricks, traveling; Dredges; Field Mechanic Welder; Formless Curb and Gutter Machine; Gradall and machines of a like nature; Grader, Elevating; Grader, Motor Grader, Motor Patrol, Auto Patrol, Form Grader, Pull Grader, Subgrader; Guard Rail Post Driver mounted; Hoists, one, two, and three Drum; Hydraulic Backhoes; Locomotive, all Mucking Machine; Pile Drivers and Skid Rig; Pre-Stress Machine; Pump Cretes Dual Ram; Rock Drill-Crawler or Skid Rig; Rock Drill truck mounted; Roto Mill Grinder, 36"" and over; Roto Mill Grinder, less than 36""; Slip-Form Paver; Soil Test Drill Rig, truck mounted; Straddle Buggies; GCI Crane and similar; Hydraulic Telescoping Form (tunnel); Tie Back MAchine; Tractor Drawn Belt Loader: Tractor Drawn Belt Loader with attached
Pusher; Tractor with boom; Tractaire with attachment; Traffic Barrier Conveyor Machine; Raised or Blind Hoe Drill (Tunnel & Shaft); Trenching Machine; Truck Mounted Concrete Pump with boom; Truck mounted Concrete Conveyor;
Underground Boring and/or Mining Machines under 5 ft; Wheel Excavator & Widener (Apsco)

GROUP 2: Batch Plant; Bituminous Mixer; Bobcats over .75 cu yd; Boiler and Throttle Valve; Bulldozer; Car Loader Trailing Conveyors; Combination Backkhoe Front End Loader Machine, less than 1 cu yd Backhoe Bucket with attachments; Compressor and Throttle Valve; Compressor, common receiver (3); Concrete Breaker or Hydro Hammer; Concrete Grinding Machine; Concrete Mixer or Paver 7S series to and including 27 cu ft; Concrete Spreader; Concrete Curing Machine,
Burlap Machine; Belting Machine and Sealing Machine; Conveyor Muck Cars (Haglund or similar type); Finishing Machine-Concrete; Greaser Engineer; Highlift Shovels or Front End Loader; Hoist-Sewer Dragging Machine; Hydraulic Boom Trucks, all attachments; Locomotives, Dinky; Pump Cretes, Squeeze Cretes-Screw Type pumps, Gypsum Bulker and Pump; Roller Asphalt; Rotary Snow Plows; Rototiller,
Seaman, etc self-Propelled; Scoops-Tractor Drawn; Self-propelled Compactor; Spreader-Chip- Stone etc;
Scraper; Scraper-Prime Mover in Tandem regardless of size (add $1.00 to to Group 2 hourly rate for each hour and for each machine attached thereto); Tank Car Heater; Tractors, Push, pulling Sheeps Foot, Disc, or Compactor, etc; Tug
Boats

GROUP 3: Boilers; Brooms, all power propelled; Cement Supply Tender; Compressor, Common Receiver (2); Concrete Mixer,
two bag and over; Conveyor, Portable; Farm type Tractors used for mowing, seeding, etc; Fireman on Boilers; Forklift Trucks; Grouting Machines; Hoists, Automatic; Hoists, all Elevators; Hoists, Tugger single Drum; Jeep Diggers; Pipe Jacking Machines; Post- hole Digger; Power Saw, Concrete, Power Driven; Pug Mills; Rollers, other than asphalt; Seed and Straw Blower; Steam Generators; Stump Machine; Winch Trucks with A-Frame; Work Boats;

Tamper-Form motor driven

GROUP 4: Air compressor - Small 185 and under (1 to 5 not to exceed a total of 300 ft); Air Compressor - Large over 185; Asphalt Spreader Backend Man; Combination - Small Equipment Operator; Generators - Small 50 kw and under; Generators - Large , over 50 kw; Heaters, Mechanical; Hydraulic power unit (Pile Driving, Extracting or Drilling); Light Plants All (1 to 5); Pumps, over 3"" (1 to 3, not to exceed a total of 300 ft); Pumps, Well Points; Tractaire; Welding Machines (2 through 5); Winches, 4 small electric drill winches; Bobcats up to and including .75 cu yd
GROUP 5: Oilers

PREMIUM PAY:

Long Boom :
Cranes & Derricks 90' to 150' including jib receive an extra $.50 per hour. Cranes & Derricks over 150' including jib receive an extra $.50 per hour plus an additional $.10 for each additional 10' of boom or jib.

Capacity Pay: Cranes & Derricks with maximum capacity exceeding 50 ton with less than 90' of boom or jib shall
be compensated $.01 per hour for each ton of the rated capacity in excess of 50 ton.

Long Boom pay and Capacity pay cannot be combined.

Crane mounted earth auger, raised and blind hole drills, and truck mounted drill rigs receive an extra $.50 per hour.

Creter Cranes:
When the Creter Crane is equipped with a conveyor system capable of extending 70' or more, the engineer shall receive an extra $.50 per hour.

Truck Mounted Concrete Pumps:
When the Truck Mounted Concrete Pump is equipped with a boom, which is capable of extending 90' or more, the engineer shall receive $.50 per hour extra.
Truck Mounted Concrete Conveyor:
Truck Mounted Concrete Conveyors equipped with conveyors that are capable of extending 90' or more, the engineer shall receive an extra $.50 per hour.

Underground Work:
Employees working in tunnels, shafts, etc. shall be paid an additional $.40 per hour. Employees working under air pressure 1/2 pound to 7 pounds shall receive an additional $.50 per hour. Employees working under air pressure of 7 pounds or over shall receive $.65 per hour more.

Mining Machines- Boring Machines:
The crew operating and maintaining the Mining Machines shall be compensated an additional $.50 per hour.

---------- * ENGI0150-024 06/01/2025

DUPAGE, KANE, KENDALL, LAKE, McHENRY, and WILL COUNTIES

Rates Fringes

OPERATOR: Power Equipment
GROUP 1.....$ 63.00 51.00 GROUP 2.....$ 62.45 51.00 GROUP 3.....$ 60.40 51.00 GROUP 4.....$ 59.00 51.00 GROUP 5.....$ 57.80 51.00

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Asphalt Plant*; Asphalt Heater and Planer combination; Asphalt Heater Scarfire*, Asphalt Spreader; Autograder/ GOMACO or similar; ABG Paver*, Backhoes with Caisson attachment*, Ballast Regulator, Belt Loader*; Caisson Rigs*Car Dumper, Central Redi-Mix Plant*, Combination Backhoe; Front End Loader Machine (1 cu yd or over Backhoe bucket or with attachments); Concrete Breaker (truck mounted); Concrete Conveyor; Concrete Paver over 27E cu ft*; Concrete Placer*; Concrete Tube Float; Cranes, all attachments*; Cranes, Hammerhead, Linden, Peco and machines of a like nature*; Creter Crane; Crusher, stone; All Derricks; Derrick Boats; Derricks, traveling*; Dowell Machine with Air Compressor ($1.00 above Class 1); Dredges*; Field Mechanic Welder; Formless Curb and Gutter Machine*; Gradall and machines of a like nature*; Grader, Elevating; Grader, Motor Grader, Motor Patrol, Auto Patrol, Form Grader, Pull Grader, Subgrader; Guard Rail Post Driver mounted*; Hoists, one, two, and three Drum; Hydraulic Backhoes*; Backhoes with Shear attachments*; Mucking Machine; Pile Drivers and Skid Rig*; Pre-Stress Machine; Pump Cretes Dual Ram (requires frequent lubrication and water)*; Rock Drill- Crawler or Skid Rig*; Rock Drill truck mounted*; Rock/ Track Tamper; Roto Mill Grinder, (36"" and over)*; Slip-Form Paver*; Soil Test Drill Rig, truck mounted*; Straddle Buggies; Hydraulic Telescoping Form (tunnel); Tractor Drawn Belt Loader*; Tractor Drawn Belt Loader with attached Pusher (two engineers); Tractor with boom; Tractaire with attachment; Traffic Barrier Transfer Machine*; Trenching Machine; Truck Mounted Concrete Pump with boom*; Underground Boring and/or Mining Machines 5 ft in diameter and over tunnel, etc.*; Wheel Excavator* & Widener (Apsco); Raised or Blind Hoe Drill, Tunnel & Shaft*

GROUP 2: Batch Plant*; Bituminous Mixer; Boiler and Throttle Valve; Bulldozer; Car Loader Trailing Conveyors;
Combination Backkhoe Front End Loader Machine, (less than 1 cu yd Backhoe Bucket with attachments); Compressor and Throttle Valve; Compressor, common receiver (3); Concrete Breaker or Hydro Hammer; Concrete Grinding Machine;
Concrete Mixer or Paver 7S series to and including 27 cu
ft; Concrete Spreader; Concrete Curing Machine; Burlap Machine; Belting Machine and Sealing Machine; Concrete
Wheel Saw; Conveyor Muck Cars (Haglund or similar type); Drills (all); Finishing Machine-Concrete; Greaser Engineer; Highlift Shovels or Front End Loader; Hoist- Sewer Dragging Machine; Hydraulic Boom Trucks, all attachments; Hydro-Blaster (requires two operators); Laser Screed*; Locomotives, Dinky; Off-Road Hauling Units (including articulating); Pump Cretes; Squeeze Cretes-Screw Type
pumps, Gypsum Bulker and Pump; Roller Asphalt; Rotary Snow Plows; Rototiller, Seaman, self-Propelled; Scoops-Tractor Drawn; Self- propelled

Compactor; Spreader-Chip-Stone; Scraper; Scraper-Prime Mover in Tandem regardless of size (add $1.00 to Group 2 hourly rate for each hour and for each machine attached thereto add $1.00 to Group 2 hourly rate for each hour); Tank Car Heater; Tractors, Push, pulling Sheeps Foot, Disc, or Compactor, etc; Tug Boats

GROUP 3: Boilers; Brooms, all power propelled; Cement Supply Tender; Compressor, Common Receiver (2); Concrete Mixer, two bag and over; Conveyor, Portable; Farm type Tractors used for mowing, seeding, etc; Fireman on Boilers; Forklift Trucks; Grouting Machines; Hoists, Automatic; Hoists, all Elevators; Hoists, Tugger single Drum; Jeep Diggers; Low Boys; Pipe Jacking Machines; Post-hole Digger; Power Saw, Concrete, Power Driven; Pug Mills; Rollers, other than asphalt; Seed and Straw Blower; Steam Generators; Stump Machine; Winch Trucks with A-Frame; Work Boats; Tamper-Form motor driven

GROUP 4: Air compressor - Small 250 and under (1 to 5 not to exceed a total of 300 ft); Air Compressor - Large over 250; Combination - Small Equipment Operator; Directional Boring Machine; Generators - Small 50 kw and under; Generators - Large , over 50 kw; Heaters, Mechanical; Hydraulic power unit (Pile Driving, Extracting or Drilling); Light Plants (1 to 5); Pumps, over 3"" (1 to 3, not to exceed a total of 300 ft); Pumps, Well Points; Tractaire; Welding Machines (2 through 5); Winches, 4 small electric drill winches;

GROUP 5: Bobcats (All); Brick Forklifts; Oilers; Directional Boring

*Requires Oiler

---------- IRON0001-014 06/01/2025

DU PAGE (Eastern 1/4), LAKE, AND MCHENRY (Hebron, Woodstock, and East thereof) COUNTIES

Rates Fringes

IRONWORKER
Sheeter.....$ 62.71 46.58 Structural and Reinforcing..$ 62.46 46.58 ---------- IRON0063-003 06/01/2025

LAKE, DUPAGE (Eastern 1/4) and McHENRY (HEBRON, WOODSTOCK & EAST THEREOF) COUNTIES

Rates Fringes

IRONWORKER, ORNAMENTAL.....$ 59.26 44.81
---------- IRON0393-003 06/01/2021

DEKALB (SOUTHEASTERN 2/3 including Sycamore and Dekalb), DUPAGE (REMAINDER),

KANE, KENDALL (NORTHERN PART), and MCHENRY (SOUTHEAST 1/4) COUNTIES

	Rates	Fringes
IRONWORKER	$ 48.83	39.84

IRON0444-006 06/01/2022

KENDALL (Southern Part) and WILL COUNTIES

	Rates	Fringes
IRONWORKER	$ 47.80	42.50

IRON0498-003 06/01/2021

BOONE, DEKALB (EXCEPT Southeast), and MCHENRY (Northwest) COUNTIES

	Rates	Fringes
IRONWORKER	$ 41.37	44.41

LABO0002-004 06/01/2025

DUPAGE COUNTY

	Rates	Fringes
LABORER (SEWER CONSTRUCTION)		
GROUP 1	$ 51.40	36.94
GROUP 2	$ 51.53	36.94
GROUP 3	$ 51.63	36.94
GROUP 4	$ 51.75	36.94
GROUP 5	$ 51.40	36.94

LABORER CLASSIFICATIONS

GROUP 1: Signalmen Top Laborers, and all other Laborers not Mentioned.

GROUP 2: Concrete Laborers; Steel Setters.

GROUP 3: Cement Carriers; Cement Mixers; Concrete Repairmen; Mortar Men; Scaffold Men; and Second Bottom Men.

GROUP 4: Bottom Men; Bracers-Bracing; Bricklayer's Tender; Catch Basin Digger; Drainlayer; Dynamiter; Form Men; Jackhammermen; Powerpac; Pipelayers; Rodders; Welders & Burners; Well Point System Men.

GROUP 5: Asbestos Abatement Laborers, Toxic and Hazardous Waste Removal Laborers & Dosimeter use (any device) Monitoring Nuclear Exposure.

LABO0002-009 06/01/2025

DU PAGE COUNTY

 Rates Fringes

LABORER (Compressed Air)
 0 - 15 lbs.....$ 52.40 36.94
 16 - 20 lbs.....$ 52.90 36.94
 21 - 26 lbs.....$ 53.40 36.94
 27 - 33 lbs.....$ 54.40 36.94
 34 lbs and over.....$ 55.40 36.94 LABORER (Tunnel and Sewer)
 GROUP 1.....$ 51.40 36.94 GROUP 2.....$ 51.53 36.94 GROUP 3.....$ 51.63 36.94 GROUP 4.....$ 51.75 36.94 GROUP 5.....$ 51.40 36.94

LABORER CLASSIFICATIONS (TUNNEL)

 GROUP 1: Cage tenders; Dumpmen; Flagmen; Signalmen; Top laborers

 GROUP 2: Air hoist operator; Key board operator; concrete laborer; Grout; Lock tenders (Free Air Side); Steel
 setters; Tuggers; Switchmen; Car pusher

 GROUP 3: Concrete repairmen; Lock tenders (pressure side); Mortar men; Muckers; Grout machine operators; Track layers

 GROUP 4: Air trac drill operator; Miner; Bricklayer tenders; Concrete blower operator; Drillers; Dynamiters; Erector operator; Form men; Jackhammermen; Powerpac; Mining machine operators; Mucking machine operator; Laser beam operator; Liner plate and ring setters; Shield drivers; Power knife operator; Welder- burners; Pipe jacking machine operator; skinners; Maintenance technician
  GROUP 5: Asbestos abatement laborer; Toxic and hazardous waste removal laborer; Dosimeter (any device) monitoring nuclear exposure

LABORER CLASSIFICATIONS (SEWER)

GROUP 1: Signalmen; Top laborers and All other laborers

GROUP 2: Concrete laborers and Steel setters

 GROUP 3: Cement carriers; Cement mixers; Concrete repairmen; Mortar men; Scaffold men; Second Bottom men

 GROUP 4: Air trac drill operator; Bottom men; Bracers-bracing; Bricklayer tenders; Catch basin diggers; Drainlayers; dynamiters; Form men; Jackhammermen; Powerpac; Pipelayers; Rodders; Welder-burners; Well point systems men

 GROUP 5: Asbestos abatement laborer, Toxic and hazardous waste removal laborer; Dosimeter (any device) monitoring nuclear exposure

---------- LABO0032-007 05/01/2025

DE KALB COUNTY

Rates Fringes

LABORER
General Laborer.....$ 47.04 36.31 Skilled Laborer.....$ 50.39 36.31

LABORER CLASSIFICATIONS

General Laborer: Carpenter Tender, Tool Cribman, Fireman or Salamander Tender, Flagman, Gravel Box Man, Bumpman & Spotter, Form Handler, Material Handler, Fencing Laborer, Cleaning Lumber, Pit Man, Material Checker, Landscaper, Unloading Explosives, Laying of Sod, Planting of Trees, Asphalt Workers With Machine & Layers, Asphalt Plant Laborer, Wrecking, Fire-proofing, Driving Stakes, Stringlines for All Machinery, Window Cleaning, Demolition Worker, Explosive Handling, Trimming & Removal of Trees, Multi-Plate Pipe, Pilot Cars for Traffic Control, Power Rigging

Skilled Laborer: Asbestos Abatement Worker; Hazardous Waste Worker Handling any Materials with any Foreign Matter Harmful to Skin or Clothing, Track Labor, Cement Handler, Chloride Handler, Unloading & Laborers with Steel Workers & Re-bars, Wet Concrete Workers, Tunnel Tenders in Free Air, Batch Dumper, Mason Tender, Kettle & Tar Man, Tank Cleaner, Plastic Installer, Scaffold Worker, Motorized Buggies or Motorized Unit Used For Wet Concrete or Handling of
Building Materials, Laborers With De-Watering Systems,
Sewer Workers Plus Depth, Vibrator Operator; Cement Silica, Clay, Fly Ash, Lime & Plasters Handlers (Bulk or Bag); Cofferdam Worker Plus Depth, Concrete Paving, Placing, Cutting & Tying of Reinforcing, Deck Hand, Dredge Hand and Shore Laborer, Bankman on Floating Plant, Grade Checker, Power Tools, Front End Man on Chip Spreader, Caisson Worker Plus Depth, Gunnite Nozzleman, Leadman on Sewer Work, Welder, Cutter, Burner & Torchman, Chain Saw Operator, Jackhammer & Drill Operator, Layout Man and/or Tile Layer, Steel Form Setter - Street & Highway, Air Tamping
Hammerman, Signal Man On Crane, Concrete Saw Operator, Screenman on Asphalt Paver, Tending Masons with Hot
Material or Where Foreign Materials are used, Mortar Mixer Operator, Multiple Concrete Duct - Leadman, Luteman,
Asphalt Raker Curb Asphalt Machine Operator, Ready Mix Scaleman Permanent Portable or Temporart Plant, Laborer Handling Masterplate or Similar Materials, Laser Beam Operator, Concrete Burning Machine Operator, Coring Machine Operator, Plaster Tender, Underpinning & Shoring of Buildings, Pump Man, Manhole & Catch Basin, Dirt & Stone Tamper, Hoseman on Concrete Pump.

---------- LABO0075-002 06/01/2025

WILL COUNTY

Rates Fringes

LABORER
GROUP 1.....$ 51.40 36.94 GROUP 2.....$

51.75 36.94 GROUP 3.....$ 51.40 36.94 GROUP 4.....$ 51.75 36.94 GROUP 5.....$ 51.60 36.94 GROUP 6.....$ 51.75 36.94 GROUP 7.....$ 51.60 36.94

LABORER CLASSIFICATIONS

GROUP 1 - Mortar mixers, handling asphalt shingles; Scaffolds; Sewer and trench work (ground level down to 8 feet); Catch basin and manhole diggers, mesh handling on road work; Cement and mineral filler handler; Concrete puddlers; Batch dumpers (cement & asphalt); Vibrator operators; Sand and stone wheelers to mixer Handlers); Concrete wheelers; Airtamping hammermen; Concrete & paving breakers; Rock drillers/Jackhammermen; Chipping hammermen 1-Bag mixer; Asphalt laborer; Chain and power saws; Pit men; Fencing laborers; Mason tenders (mortar and brick wheeler); Kettlemen & tarmen, tank cleaners; Scaffold and staging laborers; Pot Firemen (tarmen); Heaters tender for any purpose; Water pumps (portable water pumps shall be tended by laborers if the employer determines tending is required); Rip rap; Handling of slab steel road forms in any manner, except road form setting, setting center strips, Contraction and expansion joints (road work); Unloading and handling of lumber, brick, transite materials, cast iron water pipe, reinforced concrete rods, sewer and drain tile, railroad tiles and all other creosoted materials; paving blocks and concrete forms; Handling of insulation of any type; all work involving the unloading of materials, fixtures, or furnishing, whether crated or uncrated; all mortar and composition mixers of sewer work; track laborers; Chimney and silo laborers working at a height of 1 to 48 feet; All laborers working on swinging suspended, or any type or make of scaffolding 1 to 48 feet; All laborers working inside a sphere or any type or make of tank; Working inside a sphere or any type or make of tank from bottom to a height of 48 feet; Form strippers (any type); Mechanical or motorized buggies, for concrete or masons employers; Use of skid steer loads or any other machinery which replaces the wheelbarrow or buggy; Handling multiple concrete duct or any other type of pipe used in public utility work unless otherwise specified herein; Snapping of wall ties and removal of rods; drilling of anchor bolt holes; Concrete or asphalt clipper type saws and self-propelled saws; Shoulder and grade laborers; All hydraulic electric and air or any other type of tools; Grouting and caulking; Cleaning lumber, Nail pulling, Deck hand; Dredgehand; Shore laborer; Bankmen on Floating Plant; Tool and material checkers; Signalmen and Flagmen on all construction work; Cleaning of debris; Removal of trees; Concrete curing, temporary concrete protection regardless of manner or materials used; Laborers on Apsco; Janitorial; Wrecking and demolition laborers

GROUP 2 - Sewer and drain pipe layers and multiple concrete duct or any other type of pipe used, on public utility work (ground level to 8 feet); Pumpcrete pipe handlers

GROUP 3 - Asphalt rakers; Hod carriers; Plasterer laborers; Gunnite laborers, Slab for setters on roads, highways, streets, airport runaways, and radii (any type of form) stringline men for all aforementioned work;

Wagon and tower drillers on land and floating plant used on dredging; Asphalt gunners and plug men (undercoating on road work); Mortar pump laborers; Plaster pump laborers

GROUP 4 - Tunnel miners, and all laborers inside tunnel; Air blow pipemen; Torchmen (burners); Mortaring men on sewer and drain pipe (the applying of mortar and composition mixes); All bottom men on sewer work-all sewer and drain pipelayers-multiple concrete duct or any other type of pipe used on public utility work-8 feet or more below ground level, and all other sewer and trench laborers 8 feet or more below ground level regardless of excavation area; All labor work inside cofferdam; Use of a 10 foot or more drill steel for hand held drills; Caisson laborers ground level down 15 feet; All air tools 8 feet or more below ground level; All laborers working on swinging-suspended or any type or make of scaffolds, 48 feet to 100 feet; All chimney and silo laborers working at a height of 48 to 100 feet;
All tamping hammers over 150 lbs.; All laborers working inside of a sphere or any type or make of tank at a height of 48 feet to 100 feet; all hydraulic, electric and air tools or any other type 8 feet or more below ground level; Vibrators-any type-8 feet or more below ground level

GROUP 5 - Gunnite nozzle men; Caisson laborers and all tamping hammers from 150 lbs and over; from 15 feet below ground level down to 50 feet; and all laborers working inside of a sphere or any type of tank for every additional 50 feet or part thereof above 100 feet in height

GROUP 6 - All underground cavern laborers; Caisson laborers 50 feet or more below ground level; Laborers working under radio active conditions (suiting up); Blasting men (Powdermen)
GROUP 7 - Dosimeter (any device) used for monitoring nuclear exposure; Asbestos abatement worker; Toxic and hazardous waste removal laborer; and chimney and silo laborers for every additional 50 feet or any part thereof above 100 feet high

---------- LABO0149-002 06/01/2025

BOONE, KANE, KENDALL, AND McHENRY COUNTIES

Rates Fringes

LABORER
GROUP 1.....$ 51.40 36.94 GROUP 2.....$ 51.68 36.94 GROUP 3.....$ 51.68 36.94 GROUP 4.....$ 51.68 36.94 GROUP 5.....$ 51.63 36.94 GROUP 6.....$ 51.75 36.94 GROUP 7.....$ 51.75 36.94 GROUP 8.....$ 51.40 36.94 GROUP 9.....$ 52.40 36.94

LABORER CLASSIFICATIONS

GROUP 1: Common laborer, Asphalt laborer, Asphalt plant laborer, Striping laborer, Clipper type concrete saw, Self-propelled saws
GROUP 2: Air tampers & Vibrators

GROUP 3: Mortar & Concrete mixers

GROUP 4: Stringline & form setter; Torchman (demolition), Sheeting & Cribbing, Black top rakers & lutemen, Machine screwmen

GROUP 5: Chain saw man, Jackhammer man, Drillman, Concrete breaders & air spade,

GROUP 6: Tunnel laborers, Tile layers & bottom men

GROUP 7: Caisson diggers, Dynamiters

GROUP 8: Flagman

GROUP 9: Asbestos apatement laborers, Toxic & hazardous waste removal laborers & Dosimeter (any device) monitoring nuclear exposure

---------- LABO0152-003 06/01/2025

LAKE COUNTY

Rates Fringes

LABORER
GROUP 1.....$ 51.40 36.94 GROUP 2.....$ 51.48 36.94 GROUP 3.....$ 51.40 36.94 GROUP 4.....$ 51.63 36.94 GROUP 5.....$ 51.60 36.94 GROUP 6.....$ 51.60 36.94

LABORER CLASSIFICATIONS

GROUP 1: General laborers; Asphalt

GROUP 2: Cement gun laborers

GROUP 3: Asphalt Tampers and Smoothers

GROUP 4: Rakers and Lutemen; Machine screwman; Kettlemen; Mixermen, Drum-Men; Jackhammermen (Asphalt); Mite Box Spreaders; Laborers on birch overman and similar spreader equipment; Laborers on apsco; Laborers on Air Compressors; Paving Form Setters; Jackhammerman (Concrete); Power Drive Concrete Saws

GROUP 5: Cement Gun Nozzle (Gunite)

GROUP 6: Asbestos abatement laborers; Toxic and hazardous waste removal laborers; Dosimeter (any device monitoring nuclear exposure)

---------- PAIN0014-003 06/01/2024

LAKE and WILL COUNTIES

Rates Fringes

PAINTER: Brush Only.....$ 53.05 33.91
---------- PAIN0030-001 06/01/2024
DE KALB, DU PAGE, KANE, KENDALL AND MCHENRY COUNTIES

Rates Fringes

PAINTER
Brush, Drywall
Taper/Finisher,
Sandblaster, and Spray.....$ 53.05 27.63
---------- PAIN0030-004 06/01/2024

BOONE, JO DAVIESS, LEE, OGLE, STEPHENSON AND WINNEBAGO COUNTIES

Rates Fringes

PAINTER
Brush, Roller, Spray,
Sandblasting, Paperhanger,
Drywall Finishing, Taper,
and Spray Structural Steel..$ 45.15 29.41
---------- PLAS0011-002 06/01/2023

WILL COUNTY

Rates Fringes

CEMENT MASON/CONCRETE FINISHER...$ 46.25 45.10
---------- PLAS0011-008 06/01/2023

DE KALB, KANE, KENDALL, AND McHENRY COUNTIES

Rates Fringes
CEMENT MASON/CONCRETE FINISHER...$ 50.70 40.60
---------- PLAS0011-013 06/01/2023

LAKE COUNTY

Rates Fringes

CEMENT MASON/CONCRETE FINISHER...$ 48.50 42.82
---------- PLAS0011-015 06/01/2023

BOONE COUNTY

Rates Fringes

CEMENT MASON/CONCRETE FINISHER...$ 41.03 36.39
PLASTERER.....$ 37.90 37.66
---------- PLAS0803-001 08/01/2010

DUPAGE COUNTY

Rates Fringes

CEMENT MASON/CONCRETE FINISHER...$ 38.00 24.03
---------- * TEAM0179-002 06/01/2025

KENDALL and WILL COUNTIES

Rates Fringes

TRUCK DRIVER 2 or 3 Axle Trucks.....$ 46.12 0.30+a
4 Axle Trucks.....$ 46.27 0.30+a
5 Axle Trucks.....$ 46.47 0.30+a
6 Axle Trucks.....$ 46.67 0.30+a

FOOTNOTES:
a.Health and Welfare $448.80 per week; Pension $562.80 per week.
b. Lowboy is an additional $1.50 per hour

An additional $.20 per axle shall be paid for all vehicles with more than six (6) axles.

CLASSIFICATIONS:

Group 1 - Frame Truck when used for transportation purposes; Air Compressor and Welding Machines, including those pulled by cars, pick-up trucks and tractors; Ambulances; Articulated Dumps; Batch Gate Lockers; Batch Hopperman; Car and Truck Washers; Carry Alls; Forl Lifts and Hoisters; Helpers; Mechanics Helpers and Greasers; Oil Distributors, two-man operation; Pavement Breakers; Pole Trailer, up to
40 feet; Pothole Repair Trucks; Power Mower Tractors; Quick Change Barrier; Self-Propelled Chip Spreader; Shipping and Receiving Clerks and Checkers; Skipman; Slurry Trucks, two-man operation; Slurry Trucks, Conveyor Operated - 2 or
3 man operation; Teamsters; Unskilled Dumpmen; Warehousemen and Dockmen; Truck Drivers hauling warning lights, barricades, and portable toilets on the job site

Group 2 - Dispatcher; Dump Crets and Adgetators under 7 yards; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turnatrailers when pulling other than self-loading equipment or similar equipment under 16 cubic yards; Mixer Trucks under 7 yards; Ready-Mix Plant Hopper Operator; Winch Trucks, 2 Axles

Group 3 - Dump Crets and Adgetators, 7 yards and over; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump
Turnapulls or Turnatrailers when pulling other than self-loading equipment

or similar equipment over 16 cubic yards; Explosives and/or Fission Material Trucks; Mixer Trucks 7 yards or over; Mobile Cranes while in transit; Oil Distributors, one-man operation; Pole Trailer, over 40 feet; Pole and Expandable Trailers hauling material over 50 feet long;
Slurry Trucks, one-man operation; Winch Trucks, 3 axles or more; Mechanic - *Truck Welder and *Truck Painter*These classifications shall only apply in areas where and when it has been a past area practice; Asphalt Plant Operators in areas where it has been past practice

Group 4 - Dual-purpose vehicels, such as mounted crane tucks with hoist and accessories; Foreman; Master Mechanic; Self-loading equipment like P.B. and trucks with scoops on the front

---------- * TEAM0301-001 06/01/2024

LAKE AND MCHENRY COUNTIES

	Rates	Fringes
TRUCK DRIVER		
2-3 AXLES	$ 44.54	13.40+a
4 AXLES	$ 44.69	13.40+a
5 AXLES	$ 44.89	13.40+a
6 AXLES	$ 45.09	13.40+a

FOOTNOTES:
a.$500.00 per week pension. b. Lowboy is an additional $1.50 per hour

An additional $.20 per axle shall be paid for all vehicles with more than six (6) axles.

Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

900 straight time hours or more in 1 calendar year for the same employer shall receive 1 week paid vacation; 3 years - 2 weeks paid vacation; 10 years - 3 weeks paid vacation; 20 years - 4 weeks paid vacation.

CLASSIFICATIONS:

Group 1 - Frame Truck when used for transportation purposes; Air Compressor and Welding Machines, including those pulled by cars, pick-up trucks and tractors; Ambulances; Articulated Dumps; Batch Gate Lockers; Batch Hopperman; Car and Truck Washers; Carry Alls; Forl Lifts and Hoisters; Helpers; Mechanics Helpers and Greasers; Oil Distributors, two-man operation; Pavement Breakers; Pole Trailer, up to
40 feet; Pothole Repair Trucks; Power Mower Tractors; Quick Change Barrier; Self-Propelled Chip Spreader; Shipping and Receiving Clerks and Checkers; Skipman; Slurry Trucks, two-man operation; Slurry Trucks, Conveyor Operated - 2 or
3 man operation; Teamsters; Unskilled Dumpmen; Warehousemen and Dockmen; Truck Drivers hauling warning lights, barricades, and portable toilets on the job site

Group 2 - Dispatcher; Dump Crets and Adgetators under 7 yards; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turnatrailers when pulling other than self-loading equipment or similar equipment under 16 cubic yards; Mixer Trucks under 7 yards; Ready-Mix Plant Hopper Operator; Winch Trucks, 2 Axles

Group 3 - Dump Crets and Adgetators, 7 yards and over; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump
Turnapulls or Turnatrailers when pulling other than self-loading equipment or similar equipment over 16 cubic yards; Explosives and/or Fission Material Trucks; Mixer Trucks 7 yards or over; Mobile Cranes while in transit; Oil Distributors, one-man operation; Pole Trailer, over 40
feet; Pole and Expandable Trailers hauling material over 50 feet long;
Slurry Trucks, one-man operation; Winch Trucks, 3 axles or more; Mechanic - *Truck Welder and *Truck Painter*These classifications shall only apply in areas where and when it has been a past area practice; Asphalt Plant Operators in areas where it has been past practice

Group 4 - Dual-purpose vehicels, such as mounted crane tucks with hoist and accessories; Foreman; Master Mechanic; Self-loading equipment like P.B. and trucks with scoops on the front

---------- * TEAM0325-004 06/01/2025

BOONE and WINNEBAGO COUNTIES

Rates Fringes

TRUCK DRIVER
2 - 3 Axles.....$ 48.47 26.70
4 Axles.....$ 48.62 26.70
5 Axles.....$ 48.82 26.70 6 Axles.....$ 48.93 26.70

FOOTNOTE: An additional $.20 per axle shall be paid for all vehicles with more than six (6) axles.

CLASSIFICATIONS:

Group 1 - Frame Truck when used for transportation purposes; Air Compressor and Welding Machines, including those pulled by cars, pick-up trucks and tractors; Ambulances; Batch
Gate Lockers; Batch Hopperman; Car and Truck Washers; Forkl Lifts and Hoisters; Helpers;
Mechanics Helpers and Greasers; Oil Distributors, two-man operation; Pavement Breakers
Pole Trailer, up to 40 feet; Power Mower Tractors; Skipman; Slurry Trucks, two-man operation; Teamsters; Truck Drivers hauling warning lights, barricades, and portable toilets on the job site

Group 2 - Dump Crets and Adgetators under 7 yards; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turnatrailers when pulling other than self-loading

equipment or similar equipment under 16 cubic yards; Mixer Trucks under 7 yards; Ready-Mix Plant Hopper Operator;
Winch Trucks, 2 Axles

Group 3 - Dump Crets and Adgetators, 7 yards and over; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump
Turnapulls or Turnatrailers when pulling other than self-loading equipment or similar equipment over 16 cubic yards; Explosives and/or Fission Material Trucks; Mixer Trucks 7 yards or over; Mobile Cranes while in transit; Oil Distributors, one-man operation
Pole Trailer, over 40 feet; Pole and Expandable Trailers hauling material over 50 feet long, additional $0.50 per hour; Slurry Trucks, one-man operation; Winch Trucks, 3 axles or more
*Mechanic*Truck Welder and Truck Painter; *Winter Rate: Between Dec. 15 and Feb. 28 the mechanic and welder rate shall be $2.00 less than the scheduled scale. Truck Painter and Truck Welder classifications shall only apply in areas where and when it has been a past area practice; Dual-purpose vehicels, such as mounted crane tucks with hoist and accessories

Group 4 - Foreman; Master Mechanic; Self-loading equipment like P.B. and trucks with scoops on the front

---------- * TEAM0330-002 06/01/2025

DEKALB COUNTY

Rates Fringes

TRUCK DRIVER
2-3 AXLES.....$ 44.83 0.30+a
4 AXLES.....$ 44.98 0.30+a
5 AXLES.....$ 45.18 0.30+a
6 AXLES.....$ 45.38 0.30+a

FOOTNOTE: a.Health and Welfare $468.00 per week;Pension $644.34 per week

Low Boy classification is an additional $1.50 per hour
An additional $.20 per axle shall be paid for all vehicles with more than six (6) axles.

Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

900 straight time hours or more in 1 calendar year for the same employer shall receive 1 week paid vacation; 3 years - 2 weeks paid vacation; 10 years - 3 weeks paid vacation; 20 years - 4 weeks paid vacation.

CLASSIFICATIONS:

Group 1 - Frame Truck when used for transportation purposes; Air Compressor and Welding Machines, including those pulled by cars, pick-up trucks and tractors; Ambulances; Articulated Dumps; Batch Gate Lockers; Batch Hopperman; Car and Truck Washers; Carry Alls; Forl Lifts and Hoisters;

Helpers; Mechanics Helpers and Greasers; Oil Distributors, two-man operation; Pavement Breakers; Pole Trailer, up to 40 feet; Pothole Repair Trucks; Power Mower Tractors; Quick Change Barrier; Self-Propelled Chip Spreader; Shipping and Receiving Clerks and Checkers; Skipman; Slurry Trucks, two-man operation; Slurry Trucks, Conveyor Operated - 2 or 3 man operation; Teamsters; Unskilled Dumpmen; Warehousemen and Dockmen; Truck Drivers hauling warning lights, barricades, and portable toilets on the job site

Group 2 - Dispatcher; Dump Crets and Adgetators under 7 yards; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turnatrailers when pulling other than self-loading equipment or similar equipment under 16 cubic yards; Mixer Trucks under 7 yards; Ready-Mix Plant Hopper Operator; Winch Trucks, 2 Axles

Group 3 - Dump Crets and Adgetators, 7 yards and over; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turnatrailers when pulling other than self-loading equipment or similar equipment over 16 cubic yards; Explosives and/or Fission Material Trucks; Mixer Trucks 7 yards or over; Mobile Cranes while in transit; Oil Distributors, one-man operation; Pole Trailer, over 40 feet; Pole and Expandable Trailers hauling material over 50 feet long; Slurry Trucks, one-man operation; Winch Trucks, 3 axles or more; Mechanic - *Truck Welder and *Truck Painter*These classifications shall only apply in areas where and when it has been a past area practice; Asphalt Plant Operators in areas where it has been past practice

Group 4 - Dual-purpose vehicels, such as mounted crane tucks with hoist and accessories; Foreman; Master Mechanic; Self-loading equipment like P.B. and trucks with scoops on the front

---------- * TEAM0673-003 06/01/2025

DU PAGE and KANE COUNTIES

	Rates	Fringes
TRUCK DRIVER		
2-3 AXLES	$ 45.31	0.30+a
4 AXLES	$ 45.46	0.30+a
5 AXLES	$ 45.66	0.30+a
6 AXLES	$ 45.86	0.30+a

FOOTNOTE: a.

An additional $.20 per axle shall be paid for all vehicles with more than six (6) axles.

Low-Boy is an additional $1.50 per hour
Health and Welfare: $453.20 per week
Penson: $589.90 per week

Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.
900 straight time hours or more in 1 calendar year for the same employer shall receive 1 week paid vacation; 3 years - 2 weeks paid vacation; 10 years - 3 weeks paid vacation; 20 years - 4 weeks paid vacation.

CLASSIFICATIONS:

Group 1 - Frame Truck when used for transportation purposes; Air Compressor and Welding Machines, including those pulled by cars, pick-up trucks and tractors; Ambulances; Articulated Dumps; Batch Gate Lockers; Batch Hopperman; Car and Truck Washers; Carry Alls; Forl Lifts and Hoisters; Helpers; Mechanics Helpers and Greasers; Oil Distributors, two-man operation; Pavement Breakers; Pole Trailer, up to
40 feet; Pothole Repair Trucks; Power Mower Tractors; Quick Change Barrier; Self-Propelled Chip Spreader; Shipping and Receiving Clerks and Checkers; Skipman; Slurry Trucks, two-man operation; Slurry Trucks, Conveyor Operated - 2 or
3 man operation; Teamsters; Unskilled Dumpmen; Warehousemen and Dockmen; Truck Drivers hauling warning lights, barricades, and portable toilets on the job site

Group 2 - Dispatcher; Dump Crets and Adgetators under 7 yards; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turnatrailers when pulling other than self-loading equipment or similar equipment under 16 cubic yards; Mixer Trucks under 7 yards; Ready-Mix Plant Hopper Operator; Winch Trucks, 2 Axles

Group 3 - Dump Crets and Adgetators, 7 yards and over; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump
Turnapulls or Turnatrailers when pulling other than self-loading equipment or similar equipment over 16 cubic yards; Explosives and/or Fission Material Trucks; Mixer Trucks 7 yards or over; Mobile Cranes while in transit; Oil Distributors, one-man operation; Pole Trailer, over 40
feet; Pole and Expandable Trailers hauling material over 50 feet long;
Slurry Trucks, one-man operation; Winch Trucks, 3 axles or more; Mechanic - *Truck Welder and *Truck Painter*These classifications shall only apply in areas where and when it has been a past area practice; Asphalt Plant Operators in areas where it has been past practice

Group 4 - Dual-purpose vehicels, such as mounted crane tucks with hoist and accessories; Foreman; Master Mechanic; Self-loading equipment like P.B. and trucks with scoops on the front

---------- TEAM0731-002 04/01/2025

Rates Fringes

Traffic Control Device Monitor
TRAFFIC SAFETY WORKER:
Primary duties include but
are not limited to the
delivery, maintenance and

pick-up of traffic control
devices, the set-up and
installation of traffic
signs, pavement markings,
barricades, crash barrels
and glare screens, traffic
control surveillance, the
repair and maintenance
trucks, cars, arrow
boards, message signs,
barricade and sign fabrication equipment.....$ 43.40 22.71

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at https://www.dol.gov/agencies/whd/government-contracts.

Note: Executive Order 13658 generally applies to contracts subject to the Davis-Bacon Act that were awarded on or between January 1, 2015 and January 29, 2022, and that have not been renewed or extended on or after January 30, 2022. Executive Order 13658 does not apply to contracts subject only to the Davis-Bacon Related Acts regardless of when they were awarded. If a contract is subject to Executive Order 13658, the contractor must pay all covered workers at least $13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2025. The applicable Executive Order minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under Executive Order 13658 is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classifications and wage rates

that have been found to be prevailing for the type(s) of construction and geographic area covered by the wage determination. The classifications are listed in alphabetical order under rate identifiers indicating whether the particular rate is a union rate (current union negotiated rate), a survey rate, a weighted union average rate, a state adopted rate, or a supplemental classification rate.

Union Rate Identifiers
A four-letter identifier beginning with characters other than ""SU"", ""UAVG"", ?SA?, or ?SC? denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates
in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The ""SU"" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey is conducted.

However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The ""SA"" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3 (g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination.
The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

1) Has there been an initial decision in the matter? This can be:

a) a survey underlying a wage determination
b) an existing published wage determination
c) an initial WHD letter setting forth a position on a wage determination matter
d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

Branch of Wage Surveys
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted

via email to dba.reconsideration@dol.gov or by mail to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210.

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END OF GENERAL DECISION
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"General Decision Number: IL20260011 01/02/2026

Superseded General Decision Number: IL20250011

State: Illinois

Construction Types: Heavy and Highway

Counties: Boone, De Kalb, Du Page, Kane, Kendall, Lake,
McHenry and Will Counties in Illinois.

HEAVY AND HIGHWAY CONSTRUCTION PROJECTS (does not include
landscape projects).

Modification Number	Publication Date
0	01/02/2026

CARP0555-003 06/01/2022

DUPAGE ANE LAKE COUNTIES

	Rates	Fringes
CARPENTER		
Building	$ 52.01	38.85
Heavy & Highway	$ 52.01	38.85

CARP0555-008 06/01/2020

WILL COUNTY

	Rates	Fringes
Carpenter and Piledriver	$ 49.76	38.26

CARP0555-011 06/01/2022

KANE, McHENRY (North of Hwy 52), AND KENDALL COUNTIES

	Rates	Fringes
Carpenter and Piledriver	$ 52.01	38.86

CARP0790-003 05/01/2025

DE KALB COUNTY

	Rates	Fringes

CARPENTER.....................$ 48.60 38.53

CARP0790-004 05/01/2025

CARROLL, JO DAVIESS, LEE, OGLE (Oregon and South thereof), STEPHENSON, and WHITESIDE COUNTIES

	Rates	Fringes
CARPENTER.....	$ 48.60	38.53

CARP0792-003 05/01/2025

BOONE COUNTY

	Rates	Fringes
CARPENTER.....	$ 51.00	36.13

ELEC0009-002 05/26/2024

WILL COUNTY

	Rates	Fringes
Line Construction		
Groundman.....	$ 48.44	60.05%
Lineman and Equipment Operator.....	$ 62.10	60.05%

ELEC0117-001 06/02/2025

KANE (Northern Half) and McHENRY (All) COUNTIES

	Rates	Fringes
ELECTRICIAN.....	$ 59.11	42.23

ELEC0150-001 06/03/2024

LAKE COUNTY

	Rates	Fringes
ELECTRICIAN.....	$ 48.28	72.47%+15.47

ELEC0176-011 06/01/2023

WILL COUNTY

	Rates	Fringes
ELECTRICIAN	$ 52.00	45.01

ELEC0196-001 03/06/2023

BOONE, DEKALB, DUPAGE, KANE, KENDALL, LAKE, and MCHENRY COUNTIES

	Rates	Fringes
Line Construction		
Equipment Operator	$ 49.22	34%+7.00+A
Groundman Truck Driver	$ 39.19	34%+7.00+A
Groundman	$ 37.81	34%+7.00+A
Lineman, Substation		
Technician, Cable Splicing		
Technician, Digger		
Operator, Crane Operator		
20 tons and above, and		
Signal Technician	$ 59.17	34%+7.00+A

FOOTNOTE: A. PAID HOLIDAYS: Memorial Day, Independence Day, Labor Day, and Thanksgiving Day

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ELEC0364-003 06/02/2025

BOONE (All) & DEKALB (Remainder) COUNTIES

	Rates	Fringes
ELECTRICIAN	$ 62.61	43.96

ELEC0461-006 06/02/2025

DEKALB (Sandwich TWP), KANE (Southern Half) & KENDALL (All) COUNTIES

	Rates	Fringes
ELECTRICIAN	$ 60.17	43.50

ELEC0701-001 06/03/2019

DUPAGE COUNTY

	Rates	Fringes

ELECTRICIAN.....$ 41.00 105.86%

ENGI0150-015 06/01/2025

BOONE and DE KALB COUNTIES

	Rates	Fringes
OPERATOR: Power Equipment		
Group 1	$ 56.60	51.05
Group 2	$ 56.05	51.05
Group 3	$ 54.75	51.05
Group 4	$ 53.30	51.05
Group 5	$ 50.85	51.05

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Asphalt Plant; Asphalt Heater and Planer combination; Asphalt Spreader; Asphalt Silo Tender; Autograder, GOMACO or similar; Belt Loader; Caisson Rigs; Car Dumper, Central Redi-Mix Plant; Combination Backhoe Front End Loader Machine (1 cu yd or over Backhoe bucket with attachments); Backhoe with Shear attachment; Concrete Breaker (truck mounted); Concrete Conveyor; Concrete Paver over 27E cu ft; Concrete Placer; Concrete Tube Float; Cranes, all attachments; Cranes, Hammerhead, Linden, Peco and machines of a like nature; Creter Crane; Crusher, stone; Derricks; Derrick Boats; Derricks, traveling; Dredges; Field Mechanic Welder; Formless Curb and Gutter Machine; Gradall and machines of a like nature; Grader, Elevating; Grader, Motor Grader, Motor Patrol, Auto Patrol, Form Grader, Pull Grader, Subgrader; Guard Rail Post Driver mounted; Hoists, one, two, and three Drum; Hydraulic Backhoes; Locomotive, all Mucking Machine; Pile Drivers and Skid Rig; Pre-Stress Machine; Pump Cretes Dual Ram; Rock Drill-Crawler or Skid Rig; Rock Drill truck mounted; Roto Mill Grinder, 36"" and over; Roto Mill Grinder, less than 36""; Slip- Form Paver; Soil Test Drill Rig, truck mounted; Straddle Buggies; GCI Crane and similar; Hydraulic Telescoping Form (tunnel); Tie Back MAchine; Tractor Drawn Belt Loader: Tractor Drawn Belt Loader with attached Pusher; Tractor with boom; Tractaire with attachment; Traffic Barrier Conveyor Machine; Raised or Blind Hoe Drill (Tunnel & Shaft); Trenching Machine; Truck Mounted Concrete Pump with boom; Truck mounted Concrete Conveyor; Underground Boring and/or Mining Machines under 5 ft; Wheel Excavator & Widener (Apsco)

GROUP 2: Batch Plant; Bituminous Mixer; Bobcats over .75 cu

yd; Boiler and Throttle Valve; Bulldozer; Car Loader Trailing Conveyors; Combination Backkhoe Front End Loader Machine, less than 1 cu yd Backhoe Bucket with attachments; Compressor and Throttle Valve; Compressor, common receiver (3); Concrete Breaker or Hydro Hammer; Concrete Grinding Machine; Concrete Mixer or Paver 7S series to and including 27 cu ft; Concrete Spreader; Concrete Curing Machine, Burlap Machine; Belting Machine and Sealing Machine; Conveyor Muck Cars (Haglund or similar type); Finishing Machine-Concrete; Greaser Engineer; Highlift Shovels or Front End Loader; Hoist-Sewer Dragging Machine; Hydraulic Boom Trucks, all attachments; Locomotives, Dinky; Pump Cretes, Squeeze Cretes-Screw Type pumps, Gypsum Bulker and Pump; Roller Asphalt; Rotary Snow Plows; Rototiller, Seaman, etc self-Propelled; Scoops-Tractor Drawn; Self-propelled Compactor; Spreader-Chip- Stone etc; Scraper; Scraper-Prime Mover in Tandem regardless of size (add $1.00 to to Group 2 hourly rate for each hour and for each machine attached thereto); Tank Car Heater; Tractors, Push, pulling Sheeps Foot, Disc, or Compactor, etc; Tug Boats

GROUP 3: Boilers; Brooms, all power propelled; Cement Supply Tender; Compressor, Common Receiver (2); Concrete Mixer, two bag and over; Conveyor, Portable; Farm type Tractors used for mowing, seeding, etc; Fireman on Boilers; Forklift Trucks; Grouting Machines; Hoists, Automatic; Hoists, all Elevators; Hoists, Tugger single Drum; Jeep Diggers; Pipe Jacking Machines; Post- hole Digger; Power Saw, Concrete, Power Driven; Pug Mills; Rollers, other than asphalt; Seed and Straw Blower; Steam Generators; Stump Machine; Winch Trucks with A-Frame; Work Boats; Tamper-Form motor driven

GROUP 4: Air compressor - Small 185 and under (1 to 5 not to exceed a total of 300 ft); Air Compressor - Large over 185; Asphalt Spreader Backend Man; Combination - Small Equipment Operator; Generators - Small 50 kw and under; Generators - Large , over 50 kw; Heaters, Mechanical; Hydraulic power unit (Pile Driving, Extracting or Drilling); Light Plants All (1 to 5); Pumps, over 3"" (1 to 3, not to exceed a total of 300 ft); Pumps, Well Points; Tractaire; Welding Machines (2 through 5); Winches, 4 small electric drill winches; Bobcats up to and including .75 cu yd

GROUP 5: Oilers

PREMIUM PAY:

Long Boom :
Cranes & Derricks 90' to 150' including jib receive an extra

$.50 per hour. Cranes & Derricks over 150' including jib receive an extra $.50 per hour plus an additional $.10 for each additional 10' of boom or jib.

Capacity Pay: Cranes & Derricks with maximum capacity exceeding 50 ton with less than 90' of boom or jib shall be compensated $.01 per hour for each ton of the rated capacity in excess of 50 ton.

Long Boom pay and Capacity pay cannot be combined.

Crane mounted earth auger, raised and blind hole drills, and truck mounted drill rigs receive an extra $.50 per hour.

Creter Cranes:
When the Creter Crane is equipped with a conveyor system capable of extending 70' or more, the engineer shall receive an extra $.50 per hour.

Truck Mounted Concrete Pumps:
When the Truck Mounted Concrete Pump is equipped with a boom, which is capable of extending 90' or more, the engineer shall receive $.50 per hour extra.

Truck Mounted Concrete Conveyor:
Truck Mounted Concrete Conveyors equipped with conveyors that are capable of extending 90' or more, the engineer shall receive an extra $.50 per hour.

Underground Work:
Employees working in tunnels, shafts, etc. shall be paid an additional $.40 per hour. Employees working under air pressure 1/2 pound to 7 pounds shall receive an additional $.50 per hour. Employees working under air pressure of 7 pounds or over shall receive $.65 per hour more.

Mining Machines- Boring Machines:
The crew operating and maintaining the Mining Machines shall be compensated an additional $.50 per hour.

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* ENGI0150-024 06/01/2025

DUPAGE, KANE, KENDALL, LAKE, McHENRY, and WILL COUNTIES

	Rates	Fringes
OPERATOR: Power Equipment		
GROUP 1	$ 63.00	51.00
GROUP 2	$ 62.45	51.00

GROUP 3.....	$ 60.40	51.00
GROUP 4.....	$ 59.00	51.00
GROUP 5.....	$ 57.80	51.00

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Asphalt Plant*; Asphalt Heater and Planer combination; Asphalt Heater Scarfire*, Asphalt Spreader; Autograder/ GOMACO or similar; ABG Paver*, Backhoes with Caisson attachment*, Ballast Regulator, Belt Loader*; Caisson Rigs*Car Dumper, Central Redi-Mix Plant*, Combination Backhoe; Front End Loader Machine (1 cu yd or over Backhoe bucket or with attachments); Concrete Breaker (truck mounted); Concrete Conveyor; Concrete Paver over 27E cu ft*; Concrete Placer*; Concrete Tube Float; Cranes, all attachments*; Cranes, Hammerhead, Linden, Peco and machines of a like nature*; Creter Crane; Crusher, stone; All Derricks; Derrick Boats; Derricks, traveling*; Dowell Machine with Air Compressor ($1.00 above Class 1); Dredges*; Field Mechanic Welder; Formless Curb and Gutter Machine*; Gradall and machines of a like nature*; Grader, Elevating; Grader, Motor Grader, Motor Patrol, Auto Patrol, Form Grader, Pull Grader, Subgrader; Guard Rail Post Driver mounted*; Hoists, one, two, and three Drum; Hydraulic Backhoes*; Backhoes with Shear attachments*; Mucking Machine; Pile Drivers and Skid Rig*; Pre-Stress Machine; Pump Cretes Dual Ram (requires frequent lubrication and water)*; Rock Drill- Crawler or Skid Rig*; Rock Drill truck mounted*; Rock/ Track Tamper; Roto Mill Grinder, (36"" and over)*; Slip-Form Paver*; Soil Test Drill Rig, truck mounted*; Straddle Buggies; Hydraulic Telescoping Form (tunnel); Tractor Drawn Belt Loader*; Tractor Drawn Belt Loader with attached Pusher (two engineers); Tractor with boom; Tractaire with attachment; Traffic Barrier Transfer Machine*; Trenching Machine; Truck Mounted Concrete Pump with boom*; Underground Boring and/or Mining Machines 5 ft in diameter and over tunnel, etc.*; Wheel Excavator* & Widener (Apsco); Raised or Blind Hoe Drill, Tunnel & Shaft*

GROUP 2: Batch Plant*; Bituminous Mixer; Boiler and Throttle Valve; Bulldozer; Car Loader Trailing Conveyors; Combination Backkhoe Front End Loader Machine, (less than 1 cu yd Backhoe Bucket with attachments); Compressor and Throttle Valve; Compressor, common receiver (3); Concrete Breaker or Hydro Hammer; Concrete Grinding Machine; Concrete Mixer or Paver 7S series to and including 27 cu ft; Concrete Spreader; Concrete Curing Machine; Burlap Machine; Belting Machine and Sealing Machine; Concrete Wheel Saw; Conveyor Muck Cars (Haglund or similar type); Drills (all); Finishing Machine-Concrete; Greaser Engineer;

Highlift Shovels or Front End Loader; Hoist- Sewer Dragging Machine; Hydraulic Boom Trucks, all attachments; Hydro-Blaster (requires two operators); Laser Screed*; Locomotives, Dinky; Off-Road Hauling Units (including articulating); Pump Cretes; Squeeze Cretes-Screw Type pumps, Gypsum Bulker and Pump; Roller Asphalt; Rotary Snow Plows; Rototiller, Seaman, self-Propelled; Scoops-Tractor Drawn; Self- propelled Compactor; Spreader-Chip-Stone; Scraper; Scraper-Prime Mover in Tandem regardless of size (add $1.00 to Group 2 hourly rate for each hour and for each machine attached thereto add $1.00 to Group 2 hourly rate for each hour); Tank Car Heater; Tractors, Push, pulling Sheeps Foot, Disc, or Compactor, etc; Tug Boats

GROUP 3: Boilers; Brooms, all power propelled; Cement Supply Tender; Compressor, Common Receiver (2); Concrete Mixer, two bag and over; Conveyor, Portable; Farm type Tractors used for mowing, seeding, etc; Fireman on Boilers; Forklift Trucks; Grouting Machines; Hoists, Automatic; Hoists, all Elevators; Hoists, Tugger single Drum; Jeep Diggers; Low Boys; Pipe Jacking Machines; Post-hole Digger; Power Saw, Concrete, Power Driven; Pug Mills; Rollers, other than asphalt; Seed and Straw Blower; Steam Generators; Stump Machine; Winch Trucks with A-Frame; Work Boats; Tamper-Form motor driven

GROUP 4: Air compressor - Small 250 and under (1 to 5 not to exceed a total of 300 ft); Air Compressor - Large over 250; Combination - Small Equipment Operator; Directional Boring Machine; Generators - Small 50 kw and under; Generators - Large , over 50 kw; Heaters, Mechanical; Hydraulic power unit (Pile Driving, Extracting or Drilling); Light Plants (1 to 5); Pumps, over 3"" (1 to 3, not to exceed a total of 300 ft); Pumps, Well Points; Tractaire; Welding Machines (2 through 5); Winches, 4 small electric drill winches;

GROUP 5: Bobcats (All); Brick Forklifts; Oilers; Directional Boring

*Requires Oiler

IRON0001-014 06/01/2025

DU PAGE (Eastern 1/4), LAKE, AND MCHENRY (Hebron, Woodstock, and East thereof) COUNTIES

	Rates	Fringes

IRONWORKER
     Sheeter.....$ 62.71 46.58
     Structural and Reinforcing..$ 62.46 46.58

IRON0063-003 06/01/2025

LAKE, DUPAGE (Eastern 1/4) and McHENRY (HEBRON, WOODSTOCK & EAST THEREOF) COUNTIES

	Rates	Fringes
IRONWORKER, ORNAMENTAL	$ 59.26	44.81

IRON0393-003 06/01/2021

DEKALB (SOUTHEASTERN 2/3 including Sycamore and Dekalb), DUPAGE (REMAINDER), KANE, KENDALL (NORTHERN PART), and MCHENRY (SOUTHEAST 1/4) COUNTIES

	Rates	Fringes
IRONWORKER	$ 48.83	39.84

IRON0444-006 06/01/2022

KENDALL (Southern Part) and WILL COUNTIES

	Rates	Fringes
IRONWORKER	$ 47.80	42.50

IRON0498-003 06/01/2021

BOONE, DEKALB (EXCEPT Southeast), and MCHENRY (Northwest) COUNTIES

	Rates	Fringes
IRONWORKER	$ 41.37	44.41

LABO0002-004 06/01/2025

DUPAGE COUNTY

	Rates	Fringes
LABORER (SEWER CONSTRUCTION)		

GROUP 1	$ 51.40	36.94
GROUP 2	$ 51.53	36.94
GROUP 3	$ 51.63	36.94
GROUP 4	$ 51.75	36.94
GROUP 5	$ 51.40	36.94

LABORER CLASSIFICATIONS

GROUP 1: Signalmen Top Laborers, and all other Laborers not Mentioned.

GROUP 2: Concrete Laborers; Steel Setters.

GROUP 3: Cement Carriers; Cement Mixers; Concrete Repairmen; Mortar Men; Scaffold Men; and Second Bottom Men.

GROUP 4: Bottom Men; Bracers-Bracing; Bricklayer's Tender; Catch Basin Digger; Drainlayer; Dynamiter; Form Men; Jackhammermen; Powerpac; Pipelayers; Rodders; Welders & Burners; Well Point System Men.

GROUP 5: Asbestos Abatement Laborers, Toxic and Hazardous Waste Removal Laborers & Dosimeter use (any device) Monitoring Nuclear Exposure.

LABO0002-009 06/01/2025

DU PAGE COUNTY

	Rates	Fringes
LABORER (Compressed Air)		
0 - 15 lbs	$ 52.40	36.94
16 - 20 lbs	$ 52.90	36.94
21 - 26 lbs	$ 53.40	36.94
27 - 33 lbs	$ 54.40	36.94
34 lbs and over	$ 55.40	36.94
LABORER (Tunnel and Sewer)		
GROUP 1	$ 51.40	36.94
GROUP 2	$ 51.53	36.94
GROUP 3	$ 51.63	36.94
GROUP 4	$ 51.75	36.94
GROUP 5	$ 51.40	36.94

LABORER CLASSIFICATIONS (TUNNEL)

GROUP 1: Cage tenders; Dumpmen; Flagmen; Signalmen; Top laborers

GROUP 2: Air hoist operator; Key board operator; concrete laborer; Grout; Lock tenders (Free Air Side); Steel setters; Tuggers; Switchmen; Car pusher

GROUP 3: Concrete repairmen; Lock tenders (pressure side); Mortar men; Muckers; Grout machine operators; Track layers

GROUP 4: Air trac drill operator; Miner; Bricklayer tenders; Concrete blower operator; Drillers; Dynamiters; Erector operator; Form men; Jackhammermen; Powerpac; Mining machine operators; Mucking machine operator; Laser beam operator; Liner plate and ring setters; Shield drivers; Power knife operator; Welder- burners; Pipe jacking machine operator; skinners; Maintenance technician

GROUP 5: Asbestos abatement laborer; Toxic and hazardous waste removal laborer; Dosimeter (any device) monitoring nuclear exposure

LABORER CLASSIFICATIONS (SEWER)

GROUP 1: Signalmen; Top laborers and All other laborers

GROUP 2: Concrete laborers and Steel setters

GROUP 3: Cement carriers; Cement mixers; Concrete repairmen; Mortar men; Scaffold men; Second Bottom men

GROUP 4: Air trac drill operator; Bottom men; Bracers-bracing; Bricklayer tenders; Catch basin diggers; Drainlayers; dynamiters; Form men; Jackhammermen; Powerpac; Pipelayers; Rodders; Welder-burners; Well point systems men

GROUP 5: Asbestos abatement laborer, Toxic and hazardous waste removal laborer; Dosimeter (any device) monitoring nuclear exposure

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LABO0032-007 05/01/2025

DE KALB COUNTY

	Rates	Fringes
LABORER		
General Laborer.....	$ 47.04	36.31
Skilled Laborer.....	$ 50.39	36.31

LABORER CLASSIFICATIONS

General Laborer: Carpenter Tender, Tool Cribman, Fireman or Salamander Tender, Flagman, Gravel Box Man, Bumpman & Spotter, Form Handler, Material Handler, Fencing Laborer, Cleaning Lumber, Pit Man, Material Checker, Landscaper, Unloading Explosives, Laying of Sod, Planting of Trees, Asphalt Workers With Machine & Layers, Asphalt Plant Laborer, Wrecking, Fire-proofing, Driving Stakes, Stringlines for All Machinery, Window Cleaning, Demolition Worker, Explosive Handling, Trimming & Removal of Trees, Multi-Plate Pipe, Pilot Cars for Traffic Control, Power Rigging

Skilled Laborer: Asbestos Abatement Worker; Hazardous Waste Worker Handling any Materials with any Foreign Matter Harmful to Skin or Clothing, Track Labor, Cement Handler, Chloride Handler, Unloading & Laborers with Steel Workers & Re-bars, Wet Concrete Workers, Tunnel Tenders in Free Air, Batch Dumper, Mason Tender, Kettle & Tar Man, Tank Cleaner, Plastic Installer, Scaffold Worker, Motorized Buggies or Motorized Unit Used For Wet Concrete or Handling of Building Materials, Laborers With De-Watering Systems, Sewer Workers Plus Depth, Vibrator Operator; Cement Silica, Clay, Fly Ash, Lime & Plasters Handlers (Bulk or Bag); Cofferdam Worker Plus Depth, Concrete Paving, Placing, Cutting & Tying of Reinforcing, Deck Hand, Dredge Hand and Shore Laborer, Bankman on Floating Plant, Grade Checker, Power Tools, Front End Man on Chip Spreader, Caisson Worker Plus Depth, Gunnite Nozzleman, Leadman on Sewer Work, Welder, Cutter, Burner & Torchman, Chain Saw Operator, Jackhammer & Drill Operator, Layout Man and/or Tile Layer, Steel Form Setter - Street & Highway, Air Tamping Hammerman, Signal Man On Crane, Concrete Saw Operator, Screenman on Asphalt Paver, Tending Masons with Hot Material or Where Foreign Materials are used, Mortar Mixer Operator, Multiple Concrete Duct - Leadman, Luteman, Asphalt Raker Curb Asphalt Machine Operator, Ready Mix Scaleman Permanent Portable or Temporart Plant, Laborer Handling Masterplate or Similar Materials, Laser Beam Operator, Concrete Burning Machine Operator, Coring Machine Operator, Plaster Tender, Underpinning & Shoring of Buildings, Pump Man, Manhole & Catch Basin, Dirt & Stone Tamper, Hoseman on Concrete Pump.

LABO0075-002 06/01/2025

WILL COUNTY

	Rates	Fringes

LABORER

GROUP 1	$ 51.40	36.94
GROUP 2	$ 51.75	36.94
GROUP 3	$ 51.40	36.94
GROUP 4	$ 51.75	36.94
GROUP 5	$ 51.60	36.94
GROUP 6	$ 51.75	36.94
GROUP 7	$ 51.60	36.94

LABORER CLASSIFICATIONS

GROUP 1 - Mortar mixers, handling asphalt shingles; Scaffolds; Sewer and trench work (ground level down to 8 feet); Catch basin and manhole diggers, mesh handling on road work; Cement and mineral filler handler; Concrete puddlers; Batch dumpers (cement & asphalt); Vibrator operators; Sand and stone wheelers to mixer Handlers); Concrete wheelers; Airtamping hammermen; Concrete & paving breakers; Rock drillers/Jackhammermen; Chipping hammermen 1-Bag mixer; Asphalt laborer; Chain and power saws; Pit men; Fencing laborers; Mason tenders (mortar and brick wheeler); Kettlemen & tarmen, tank cleaners; Scaffold and staging laborers; Pot Firemen (tarmen); Heaters tender for any purpose; Water pumps (portable water pumps shall be tended by laborers if the employer determines tending is required); Rip rap; Handling of slab steel road forms in any manner, except road form setting, setting center strips, Contraction and expansion joints (road work); Unloading and handling of lumber, brick, transite materials, cast iron water pipe, reinforced concrete rods, sewer and drain tile, railroad tiles and all other creosoted materials; paving blocks and concrete forms; Handling of insulation of any type; all work involving the unloading of materials, fixtures, or furnishing, whether crated or uncrated; all mortar and composition mixers of sewer work; track laborers; Chimney and silo laborers working at a height of 1 to 48 feet; All laborers working on swinging suspended, or any type or make of scaffolding 1 to 48 feet; All laborers working inside a sphere or any type or make of tank; Working inside a sphere or any type or make of tank from bottom to a height of 48 feet; Form strippers (any type); Mechanical or motorized buggies, for concrete or masons employers; Use of skid steer loads or any other machinery which replaces the wheelbarrow or buggy; Handling multiple concrete duct or any other type of pipe used in public utility work unless otherwise specified herein; Snapping of wall ties and removal of rods; drilling of anchor bolt holes; Concrete or asphalt clipper type saws and self-propelled saws; Shoulder and grade laborers; All hydraulic electric and air or any other type of tools;

Grouting and caulking; Cleaning lumber, Nail pulling, Deck hand; Dredgehand; Shore laborer; Bankmen on Floating Plant; Tool and material checkers; Signalmen and Flagmen on all construction work; Cleaning of debris; Removal of trees; Concrete curing, temporary concrete protection regardless of manner or materials used; Laborers on Apsco; Janitorial; Wrecking and demolition laborers

GROUP 2 - Sewer and drain pipe layers and multiple concrete duct or any other type of pipe used, on public utility work (ground level to 8 feet); Pumpcrete pipe handlers

GROUP 3 - Asphalt rakers; Hod carriers; Plasterer laborers; Gunnite laborers, Slab for setters on roads, highways, streets, airport runaways, and radii (any type of form) stringline men for all aforementioned work; Wagon and tower drillers on land and floating plant used on dredging; Asphalt gunners and plug men (undercoating on road work); Mortar pump laborers; Plaster pump laborers

GROUP 4 - Tunnel miners, and all laborers inside tunnel; Air blow pipemen; Torchmen (burners); Mortaring men on sewer and drain pipe (the applying of mortar and composition mixes); All bottom men on sewer work-all sewer and drain pipelayers-multiple concrete duct or any other type of pipe used on public utility work-8 feet or more below ground level, and all other sewer and trench laborers 8 feet or more below ground level regardless of excavation area; All labor work inside cofferdam; Use of a 10 foot or more drill steel for hand held drills; Caisson laborers ground level down 15 feet; All air tools 8 feet or more below ground level; All laborers working on swinging-suspended or any type or make of scaffolds, 48 feet to 100 feet; All chimney and silo laborers working at a height of 48 to 100 feet; All tamping hammers over 150 lbs.; All laborers working inside of a sphere or any type or make of tank at a height of 48 feet to 100 feet; all hydraulic, electric and air tools or any other type 8 feet or more below ground level; Vibrators-any type-8 feet or more below ground level

GROUP 5 - Gunnite nozzle men; Caisson laborers and all tamping hammers from 150 lbs and over; from 15 feet below ground level down to 50 feet; and all laborers working inside of a sphere or any type of tank for every additional 50 feet or part thereof above 100 feet in height

GROUP 6 - All underground cavern laborers; Caisson laborers 50 feet or more below ground level; Laborers working under radio active conditions (suiting up); Blasting men (Powdermen)

GROUP 7 - Dosimeter (any device) used for monitoring nuclear exposure; Asbestos abatement worker; Toxic and hazardous waste removal laborer; and chimney and silo laborers for every additional 50 feet or any part thereof above 100 feet high

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LABO0149-002 06/01/2025

BOONE, KANE, KENDALL, AND McHENRY COUNTIES

	Rates	Fringes
LABORER		
GROUP 1	$ 51.40	36.94
GROUP 2	$ 51.68	36.94
GROUP 3	$ 51.68	36.94
GROUP 4	$ 51.68	36.94
GROUP 5	$ 51.63	36.94
GROUP 6	$ 51.75	36.94
GROUP 7	$ 51.75	36.94
GROUP 8	$ 51.40	36.94
GROUP 9	$ 52.40	36.94

LABORER CLASSIFICATIONS

GROUP 1: Common laborer, Asphalt laborer, Asphalt plant laborer, Striping laborer, Clipper type concrete saw, Self-propelled saws

GROUP 2: Air tampers & Vibrators

GROUP 3: Mortar & Concrete mixers

GROUP 4: Stringline & form setter; Torchman (demolition), Sheeting & Cribbing, Black top rakers & lutemen, Machine screwmen

GROUP 5: Chain saw man, Jackhammer man, Drillman, Concrete breaders & air spade,

GROUP 6: Tunnel laborers, Tile layers & bottom men

GROUP 7: Caisson diggers, Dynamiters

GROUP 8: Flagman

GROUP 9: Asbestos apatement laborers, Toxic & hazardous waste removal laborers & Dosimeter (any device) monitoring nuclear exposure

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LABO0152-003 06/01/2025

LAKE COUNTY

	Rates	Fringes
LABORER		
GROUP 1	$ 51.40	36.94
GROUP 2	$ 51.48	36.94
GROUP 3	$ 51.40	36.94
GROUP 4	$ 51.63	36.94
GROUP 5	$ 51.60	36.94
GROUP 6	$ 51.60	36.94

LABORER CLASSIFICATIONS

GROUP 1: General laborers; Asphalt

GROUP 2: Cement gun laborers

GROUP 3: Asphalt Tampers and Smoothers

GROUP 4: Rakers and Lutemen; Machine screwman; Kettlemen; Mixermen, Drum-Men; Jackhammermen (Asphalt); Mite Box Spreaders; Laborers on birch overman and similar spreader equipment; Laborers on apsco; Laborers on Air Compressors; Paving Form Setters; Jackhammerman (Concrete); Power Drive Concrete Saws

GROUP 5: Cement Gun Nozzle (Gunite)

GROUP 6: Asbestos abatement laborers; Toxic and hazardous waste removal laborers; Dosimeter (any device monitoring nuclear exposure)

PAIN0014-003 06/01/2024

LAKE and WILL COUNTIES

	Rates	Fringes
PAINTER: Brush Only	$ 53.05	33.91

PAIN0030-001 06/01/2024

DE KALB, DU PAGE, KANE, KENDALL AND MCHENRY COUNTIES

	Rates	Fringes
PAINTER Brush, Drywall Taper/Finisher, Sandblaster, and Spray	$ 53.05	27.63

PAIN0030-004 06/01/2024

BOONE, JO DAVIESS, LEE, OGLE, STEPHENSON AND WINNEBAGO COUNTIES

	Rates	Fringes
PAINTER Brush, Roller, Spray, Sandblasting, Paperhanger, Drywall Finishing, Taper, and Spray Structural Steel	$ 45.15	29.41

PLAS0011-002 06/01/2023

WILL COUNTY

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER	$ 46.25	45.10

PLAS0011-008 06/01/2023

DE KALB, KANE, KENDALL, AND McHENRY COUNTIES

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER	$ 50.70	40.60

PLAS0011-013 06/01/2023

LAKE COUNTY

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER	$ 48.50	42.82

PLAS0011-015 06/01/2023

BOONE COUNTY

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER	$ 41.03	36.39

PLASTERER.....................$ 37.90 37.66

PLAS0803-001 08/01/2010

DUPAGE COUNTY

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	$ 38.00	24.03

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* TEAM0179-002 06/01/2025

KENDALL and WILL COUNTIES

	Rates	Fringes
TRUCK DRIVER		
2 or 3 Axle Trucks.....	$ 46.12	0.30+a
4 Axle Trucks.....	$ 46.27	0.30+a
5 Axle Trucks.....	$ 46.47	0.30+a
6 Axle Trucks.....	$ 46.67	0.30+a

FOOTNOTES:

a.Health and Welfare $448.80 per week; Pension $562.80 per week.

b. Lowboy is an additional $1.50 per hour

An additional $.20 per axle shall be paid for all vehicles with more than six (6) axles.

CLASSIFICATIONS:

Group 1 - Frame Truck when used for transportation purposes; Air Compressor and Welding Machines, including those pulled by cars, pick-up trucks and tractors; Ambulances; Articulated Dumps; Batch Gate Lockers; Batch Hopperman; Car and Truck Washers; Carry Alls; Forl Lifts and Hoisters; Helpers; Mechanics Helpers and Greasers; Oil Distributors, two-man operation; Pavement Breakers; Pole Trailer, up to 40 feet; Pothole Repair Trucks; Power Mower Tractors; Quick Change Barrier; Self-Propelled Chip Spreader; Shipping and Receiving Clerks and Checkers; Skipman; Slurry Trucks, two-man operation; Slurry Trucks, Conveyor Operated - 2 or 3 man operation; Teamsters; Unskilled Dumpmen; Warehousemen and Dockmen; Truck Drivers hauling warning lights, barricades, and portable toilets on the job site

Group 2 - Dispatcher; Dump Crets and Adgetators under 7 yards; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turnatrailers when pulling other than

self-loading equipment or similar equipment under 16 cubic yards; Mixer Trucks under 7 yards; Ready-Mix Plant Hopper Operator; Winch Trucks, 2 Axles

Group 3 - Dump Crets and Adgetators, 7 yards and over; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turnatrailers when pulling other than self-loading equipment or similar equipment over 16 cubic yards; Explosives and/or Fission Material Trucks; Mixer Trucks 7 yards or over; Mobile Cranes while in transit; Oil Distributors, one-man operation; Pole Trailer, over 40 feet; Pole and Expandable Trailers hauling material over 50 feet long;
Slurry Trucks, one-man operation; Winch Trucks, 3 axles or more; Mechanic - *Truck Welder and *Truck Painter*These classifications shall only apply in areas where and when it has been a past area practice; Asphalt Plant Operators in areas where it has been past practice

Group 4 - Dual-purpose vehicels, such as mounted crane tucks with hoist and accessories; Foreman; Master Mechanic; Self-loading equipment like P.B. and trucks with scoops on the front

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* TEAM0301-001 06/01/2024

LAKE AND MCHENRY COUNTIES

	Rates	Fringes
TRUCK DRIVER		
2-3 AXLES	$ 44.54	13.40+a
4 AXLES	$ 44.69	13.40+a
5 AXLES	$ 44.89	13.40+a
6 AXLES	$ 45.09	13.40+a

FOOTNOTES:
a.$500.00 per week pension.
b. Lowboy is an additional $1.50 per hour

An additional $.20 per axle shall be paid for all vehicles with more than six (6) axles.

Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

900 straight time hours or more in 1 calendar year for the same employer shall receive 1 week paid vacation; 3 years - 2 weeks paid vacation; 10 years - 3 weeks paid vacation; 20

years - 4 weeks paid vacation.

CLASSIFICATIONS:

Group 1 - Frame Truck when used for transportation purposes; Air Compressor and Welding Machines, including those pulled by cars, pick-up trucks and tractors; Ambulances; Articulated Dumps; Batch Gate Lockers; Batch Hopperman; Car and Truck Washers; Carry Alls; Forl Lifts and Hoisters; Helpers; Mechanics Helpers and Greasers; Oil Distributors, two-man operation; Pavement Breakers; Pole Trailer, up to 40 feet; Pothole Repair Trucks; Power Mower Tractors; Quick Change Barrier; Self-Propelled Chip Spreader; Shipping and Receiving Clerks and Checkers; Skipman; Slurry Trucks, two-man operation; Slurry Trucks, Conveyor Operated - 2 or 3 man operation; Teamsters; Unskilled Dumpmen; Warehousemen and Dockmen; Truck Drivers hauling warning lights, barricades, and portable toilets on the job site

Group 2 - Dispatcher; Dump Crets and Adgetators under 7 yards; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turnatrailers when pulling other than self-loading equipment or similar equipment under 16 cubic yards; Mixer Trucks under 7 yards; Ready-Mix Plant Hopper Operator; Winch Trucks, 2 Axles

Group 3 - Dump Crets and Adgetators, 7 yards and over; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turnatrailers when pulling other than self-loading equipment or similar equipment over 16 cubic yards; Explosives and/or Fission Material Trucks; Mixer Trucks 7 yards or over; Mobile Cranes while in transit; Oil Distributors, one-man operation; Pole Trailer, over 40 feet; Pole and Expandable Trailers hauling material over 50 feet long;
Slurry Trucks, one-man operation; Winch Trucks, 3 axles or more; Mechanic - *Truck Welder and *Truck Painter*These classifications shall only apply in areas where and when it has been a past area practice; Asphalt Plant Operators in areas where it has been past practice

Group 4 - Dual-purpose vehicels, such as mounted crane tucks with hoist and accessories; Foreman; Master Mechanic; Self-loading equipment like P.B. and trucks with scoops on the front

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* TEAM0325-004 06/01/2025

BOONE and WINNEBAGO COUNTIES

	Rates	Fringes
TRUCK DRIVER		
2 - 3 Axles	$ 48.47	26.70
4 Axles	$ 48.62	26.70
5 Axles	$ 48.82	26.70
6 Axles	$ 48.93	26.70

FOOTNOTE: An additional $.20 per axle shall be paid for all vehicles with more than six (6) axles.

CLASSIFICATIONS:

Group 1 - Frame Truck when used for transportation purposes; Air Compressor and Welding Machines, including those pulled by cars, pick-up trucks and tractors; Ambulances; Batch Gate Lockers; Batch Hopperman; Car and Truck Washers; Forkl Lifts and Hoisters; Helpers;
Mechanics Helpers and Greasers; Oil Distributors, two-man operation; Pavement Breakers
Pole Trailer, up to 40 feet; Power Mower Tractors; Skipman; Slurry Trucks, two-man operation; Teamsters; Truck Drivers hauling warning lights, barricades, and portable toilets on the job site

Group 2 - Dump Crets and Adgetators under 7 yards; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turnatrailers when pulling other than self-loading equipment or similar equipment under 16 cubic yards; Mixer Trucks under 7 yards; Ready-Mix Plant Hopper Operator; Winch Trucks, 2 Axles

Group 3 - Dump Crets and Adgetators, 7 yards and over; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turnatrailers when pulling other than self-loading equipment or similar equipment over 16 cubic yards; Explosives and/or Fission Material Trucks; Mixer Trucks 7 yards or over; Mobile Cranes while in transit; Oil Distributors, one-man operation
Pole Trailer, over 40 feet; Pole and Expandable Trailers hauling material over 50 feet long, additional $0.50 per hour; Slurry Trucks, one-man operation; Winch Trucks, 3 axles or more
*Mechanic*Truck Welder and Truck Painter; *Winter Rate: Between Dec. 15 and Feb. 28 the mechanic and welder rate shall be $2.00 less than the scheduled scale. Truck Painter and Truck Welder classifications shall only apply in areas where and when it has been a past area practice;
Dual-purpose vehicels, such as mounted crane tucks with

hoist and accessories

Group 4 - Foreman; Master Mechanic; Self-loading equipment like P.B. and trucks with scoops on the front

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* TEAM0330-002 06/01/2025

DEKALB COUNTY

	Rates	Fringes
TRUCK DRIVER		
2-3 AXLES	$ 44.83	0.30+a
4 AXLES	$ 44.98	0.30+a
5 AXLES	$ 45.18	0.30+a
6 AXLES	$ 45.38	0.30+a

FOOTNOTE: a.Health and Welfare $468.00 per week;Pension $644.34 per week

Low Boy classification is an additional $1.50 per hour
An additional $.20 per axle shall be paid for all vehicles with more than six (6) axles.

Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

900 straight time hours or more in 1 calendar year for the same employer shall receive 1 week paid vacation; 3 years - 2 weeks paid vacation; 10 years - 3 weeks paid vacation; 20 years - 4 weeks paid vacation.

CLASSIFICATIONS:

Group 1 - Frame Truck when used for transportation purposes; Air Compressor and Welding Machines, including those pulled by cars, pick-up trucks and tractors; Ambulances; Articulated Dumps; Batch Gate Lockers; Batch Hopperman; Car and Truck Washers; Carry Alls; Forl Lifts and Hoisters; Helpers; Mechanics Helpers and Greasers; Oil Distributors, two-man operation; Pavement Breakers; Pole Trailer, up to 40 feet; Pothole Repair Trucks; Power Mower Tractors; Quick Change Barrier; Self-Propelled Chip Spreader; Shipping and Receiving Clerks and Checkers; Skipman; Slurry Trucks, two-man operation; Slurry Trucks, Conveyor Operated - 2 or 3 man operation; Teamsters; Unskilled Dumpmen; Warehousemen and Dockmen; Truck Drivers hauling warning lights, barricades, and portable toilets on the job site

Group 2 - Dispatcher; Dump Crets and Adgetators under 7 yards; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turnatrailers when pulling other than self-loading equipment or similar equipment under 16 cubic yards; Mixer Trucks under 7 yards; Ready-Mix Plant Hopper Operator; Winch Trucks, 2 Axles

Group 3 - Dump Crets and Adgetators, 7 yards and over; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turnatrailers when pulling other than self-loading equipment or similar equipment over 16 cubic yards; Explosives and/or Fission Material Trucks; Mixer Trucks 7 yards or over; Mobile Cranes while in transit; Oil Distributors, one-man operation; Pole Trailer, over 40 feet; Pole and Expandable Trailers hauling material over 50 feet long;
Slurry Trucks, one-man operation; Winch Trucks, 3 axles or more; Mechanic - *Truck Welder and *Truck Painter*These classifications shall only apply in areas where and when it has been a past area practice; Asphalt Plant Operators in areas where it has been past practice

Group 4 - Dual-purpose vehicels, such as mounted crane tucks with hoist and accessories; Foreman; Master Mechanic; Self-loading equipment like P.B. and trucks with scoops on the front

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* TEAM0673-003 06/01/2025

DU PAGE and KANE COUNTIES

	Rates	Fringes
TRUCK DRIVER		
2-3 AXLES	$ 45.31	0.30+a
4 AXLES	$ 45.46	0.30+a
5 AXLES	$ 45.66	0.30+a
6 AXLES	$ 45.86	0.30+a

FOOTNOTE: a.

An additional $.20 per axle shall be paid for all vehicles with more than six (6) axles.

Low-Boy is an additional $1.50 per hour
Health and Welfare: $453.20 per week
Penson: $589.90 per week

Paid Holidays: New Year's Day, Memorial Day, Independence

Day, Labor Day, Thanksgiving Day, and Christmas Day.

900 straight time hours or more in 1 calendar year for the same employer shall receive 1 week paid vacation; 3 years - 2 weeks paid vacation; 10 years - 3 weeks paid vacation; 20 years - 4 weeks paid vacation.

CLASSIFICATIONS:

Group 1 - Frame Truck when used for transportation purposes; Air Compressor and Welding Machines, including those pulled by cars, pick-up trucks and tractors; Ambulances; Articulated Dumps; Batch Gate Lockers; Batch Hopperman; Car and Truck Washers; Carry Alls; Forl Lifts and Hoisters; Helpers; Mechanics Helpers and Greasers; Oil Distributors, two-man operation; Pavement Breakers; Pole Trailer, up to 40 feet; Pothole Repair Trucks; Power Mower Tractors; Quick Change Barrier; Self-Propelled Chip Spreader; Shipping and Receiving Clerks and Checkers; Skipman; Slurry Trucks, two-man operation; Slurry Trucks, Conveyor Operated - 2 or 3 man operation; Teamsters; Unskilled Dumpmen; Warehousemen and Dockmen; Truck Drivers hauling warning lights, barricades, and portable toilets on the job site

Group 2 - Dispatcher; Dump Crets and Adgetators under 7 yards; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turnatrailers when pulling other than self-loading equipment or similar equipment under 16 cubic yards; Mixer Trucks under 7 yards; Ready-Mix Plant Hopper Operator; Winch Trucks, 2 Axles

Group 3 - Dump Crets and Adgetators, 7 yards and over; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turnatrailers when pulling other than self-loading equipment or similar equipment over 16 cubic yards; Explosives and/or Fission Material Trucks; Mixer Trucks 7 yards or over; Mobile Cranes while in transit; Oil Distributors, one-man operation; Pole Trailer, over 40 feet; Pole and Expandable Trailers hauling material over 50 feet long;
Slurry Trucks, one-man operation; Winch Trucks, 3 axles or more; Mechanic - *Truck Welder and *Truck Painter*These classifications shall only apply in areas where and when it has been a past area practice; Asphalt Plant Operators in areas where it has been past practice

Group 4 - Dual-purpose vehicels, such as mounted crane tucks with hoist and accessories; Foreman; Master Mechanic; Self-loading equipment like P.B. and trucks with scoops on the front

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TEAM0731-002 04/01/2025

	Rates	Fringes
Traffic Control Device Monitor TRAFFIC SAFETY WORKER: Primary duties include but are not limited to the delivery, maintenance and pick-up of traffic control devices, the set-up and installation of traffic signs, pavement markings, barricades, crash barrels and glare screens, traffic control surveillance, the repair and maintenance trucks, cars, arrow boards, message signs, barricade and sign fabrication equipment	$ 43.40	22.71

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at https://www.dol.gov/agencies/whd/government-contracts.

Note: Executive Order 13658 generally applies to contracts

subject to the Davis-Bacon Act that were awarded on or between January 1, 2015 and January 29, 2022, and that have not been renewed or extended on or after January 30, 2022. Executive Order 13658 does not apply to contracts subject only to the Davis-Bacon Related Acts regardless of when they were awarded. If a contract is subject to Executive Order 13658, the contractor must pay all covered workers at least $13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2025. The applicable Executive Order minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under Executive Order 13658 is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classifications and wage rates that have been found to be prevailing for the type(s) of construction and geographic area covered by the wage determination. The classifications are listed in alphabetical order under rate identifiers indicating whether the particular rate is a union rate (current union negotiated rate), a survey rate, a weighted union average rate, a state adopted rate, or a supplemental classification rate.

Union Rate Identifiers

A four-letter identifier beginning with characters other than ""SU"", ""UAVG"", ?SA?, or ?SC? denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the

classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The ""SU"" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The ""SA"" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination.

The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

1) Has there been an initial decision in the matter? This can be:

a) a survey underlying a wage determination
b) an existing published wage determination
c) an initial WHD letter setting forth a position on a wage determination matter
d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

Branch of Wage Surveys
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail to:

Wage and Hour Administrator

U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210.

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END OF GENERAL DECISION
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AMERICAN IRON AND STEEL SAMPLE CERTIFICATION

Sample Certification

The following information is provided as a sample letter of step certification for AIS compliance. Documentation must be provided on company letterhead.

Date

Company Name
Company Address
City, State Zip

Subject: American Iron and Steel Step Certification for Project (XXXXXXXXXX)

I, (company representative), certify that the (melting, bending, coating, galvanizing, cutting, etc.) process for (manufacturing or fabricating) the following products and/or materials shipped or provided for the subject project is in full compliance with the American Iron and Steel requirement as mandated in EPA's State Revolving Fund Programs.

Item, Products and/or Materials:
1. Xxxx
2. Xxxx
3. Xxxx

Such process took place at the following location:

_____

If any of the above compliance statements change while providing material to this project we will immediately notify the prime contractor and the engineer.

Signed by company representative

DE MINIMIS WAIVER FOR AMERICAN IRON AND STEEL

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
WASHINGTON, D.C. 20460

OFFICE OF WATER

DECISION MEMORANDUM

SUBJECT: De Minimis Waiver of Section 436 of P.L. 113-76, Consolidated Appropriations Act (CAA), 2014

FROM: Nancy K. Stoner
Acting Assistant Administrator

The EPA is hereby granting a nationwide waiver pursuant to the "American Iron and Steel (AIS)" requirements of P.L. 113-76, Consolidated Appropriations Act, 2014 (Act), section 436 under the authority of Section 436(b)(1) (public interest waiver) for de minimis incidental components of eligible water infrastructure projects. This action permits the use of products when they occur in de minimis incidental components of such projects funded by the Act that may otherwise be prohibited under section 436(a). Funds used for such de minimis incidental components cumulatively may comprise no more than a total of 5 percent of the total cost of the materials used in and incorporated into a project; the cost of an individual item may not exceed 1 percent of the total cost of the materials used in and incorporated into a project.

P.L. 113-76, Consolidated Appropriations Act, 2014 (Act), includes an "American Iron and Steel" (AIS) requirement in section 436 that requires Clean Water State Revolving Loan Fund (CWSRF) and Drinking Water State Revolving Loan Fund (DWSRF) assistance recipients to use specific domestic iron and steel products that are produced in the United States if the project is funded through an assistance agreement executed beginning January 17, 2014 (enactment of the Act), through the end of Fiscal Year 2014, unless the agency determines it necessary to waive this requirement based on findings set forth in Section 436(b). The Act states, "[the requirements] shall not apply in any case or category of cases in which the Administrator of the Environmental Protection Agency…finds that— (1) applying subsection (a) would be inconsistent with the public interest" 436(b)(1).

In implementing section 436 of the Act, the EPA must ensure that the section's requirements are applied consistent with congressional intent in adopting this section and in the broader context of the purposes, objectives, and other provisions applicable to projects funded under the SRF. Water infrastructure projects typically contain a relatively small number of high-cost components incorporated into the project. In bid solicitations for a project, these high-cost components are generally described in detail via project specific technical specifications. For these major components, utility owners and their contractors are generally familiar with the conditions of availability, the potential alternatives for each detailed specification, the approximate cost, and the country of manufacture of the available components.

Every water infrastructure project also involves the use of thousands of miscellaneous, generally low-cost components that are essential for, but incidental to, the construction and are incorporated into the physical structure of the project. For many of these incidental components, the country of manufacture and the availability of alternatives is not always readily or reasonably identifiable prior to procurement in the normal course of business; for other incidental components, the country of manufacture may be known but the miscellaneous character in conjunction with the low cost, individually and (in total) as typically procured in bulk, mark them as properly incidental. Examples of incidental components could include small washers, screws, fasteners (i.e., nuts and bolts), miscellaneous wire, corner bead, ancillary tube, etc. Examples of items that are clearly not incidental include significant process fittings (i.e., tees, elbows, flanges, and brackets), distribution system fittings and valves, force main valves, pipes for sewer collection and/or water distribution, treatment and storage tanks, large structural support structures, etc.

The EPA undertook multiple inquiries to identify the approximate scope of de minimis incidental components within water infrastructure projects during the implementation of the American Reinvestment and Recovery Act (ARRA) and its requirements (Buy American provisions, specifically). The inquiries and research conducted in 2009 applies suitably for the case today. In 2009, the EPA consulted informally with many major associations representing equipment manufacturers and suppliers, construction contractors, consulting engineers, and water and wastewater utilities, and performed targeted interviews with several well-established water infrastructure contractors and firms who work in a variety of project sizes, and regional and demographic settings to ask the following questions:

- What percentage of total project costs were consumables or incidental costs?

- What percentage of materials costs were consumables or incidental costs?

- Did these percentages vary by type of project (drinking water vs. wastewater treatment plant vs. pipe)?

The responses were consistent across the variety of settings and project types, and indicated that the percentage of total costs for drinking water or wastewater infrastructure projects represented by these incidental components is generally not in excess of 5 percent of the total cost of the materials used in and incorporated into a project. In drafting this waiver, the EPA has considered the de minimis proportion of project costs generally represented by each individual type of these incidental components within the many types of such components comprising those percentages, the fact that these types of incidental components are obtained by contractors in many different ways from many different sources, and the disproportionate cost and delay that would be imposed on projects if the EPA did not issue this waiver.

Assistance recipients who wish to use this waiver should in consultation with their contractors determine the items to be covered by this waiver and must retain relevant documentation (i.e., invoices) as to those items in their project files.

If you have any questions concerning the contents of this memorandum, please contact Timothy Connor, Chemical Engineer, Municipal Support Division, at connor.timothy@epa.gov or (202) 566-1059 or Kirsten Anderer, Environmental Engineer, Drinking Water Protection Division, at anderer.kirsten@epa.gov or (202) 564-3134.

Issued on: APR 15 2014

Approved by: _____

Nancy K. Stoner
Acting Assistant Administrator

BIPARTISAN INFRASTRUCTURE LAW (BIL)
SPECIAL TERMS AND CONDITIONS

Bipartisan Infrastructure Law (BIL)
Special Terms and Conditions

The Grantee ("Recipient"), which is identified in Block 5 of the Assistance Agreement, and the Office of Energy Efficiency and Renewable Energy ("EERE"), an office within the United States Department of Energy ("DOE"), enter into this Award, referenced above, to achieve the project objectives and the technical milestones and deliverables stated in Attachment 1 to this Award.

This Award consists of the following documents, including all terms and conditions therein:

	Assistance Agreement
	Special Terms and Conditions
Attachment 1	Annual File
Attachment 2	Federal Assistance Reporting Checklist and Instructions
Attachment 3	Budget Information SF-424A
Attachment 4	Intellectual Property Provisions
Attachment 5	Master File
Attachment 6	NEPA Determination

The following are incorporated into this Award by reference:

- Applicable program regulations, including 10 CFR Part 420 – State Energy Program at http://eCFR.gov.
- DOE Assistance Regulations, 2 CFR part 200 as amended by 2 CFR part 910 at http://www.eCFR.gov.
- Public Law 117-58 Bipartisan Infrastructure Law (BIL)
- National Policy Requirements (November 12, 2020) at http://www.nsf.gov/awards/managing/rtc.jsp.
- The Recipient's application/proposal as approved by EERE.

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Subpart A. General Provisions

Term 1. Legal Authority and Effect

A DOE financial assistance award is valid only if it is in writing and is signed, either in writing or electronically, by a DOE Contracting Officer.

The Recipient may accept or reject the Award. A request to draw down DOE funds or acknowledgement of award documents by the Recipient's authorized representative through electronic systems used by DOE, specifically FedConnect, constitutes the Recipient's acceptance of the terms and conditions of this Award. Acknowledgement via FedConnect by the Recipient's authorized representative constitutes the Recipient's electronic signature.

Term 2. Flow Down Requirement

The Recipient agrees to apply the terms and conditions of this Award, as applicable, including the Intellectual Property Provisions, to all subrecipients (and subcontractors, as appropriate), as required by 2 CFR 200.101, and to require their strict compliance therewith. Further, the Recipient must apply the Award terms as required by 2 CFR 200.327 to all subrecipients (and subcontractors, as appropriate), and to require their strict compliance therewith.

Term 3. Compliance with Federal, State, and Municipal Law

The Recipient is required to comply with applicable Federal, state, and local laws and regulations for all work performed under this Award. The Recipient is required to obtain all necessary Federal, state, and local permits, authorizations, and approvals for all work performed under this Award.

Term 4. Inconsistency with Federal Law

Any apparent inconsistency between Federal statutes and regulations and the terms and conditions contained in this Award must be referred to the DOE Award Administrator for guidance.

Term 5. Federal Stewardship

EERE will exercise normal Federal stewardship in overseeing the project activities performed under this Award. Stewardship activities include, but are not limited to, conducting site visits; reviewing performance and financial reports; providing technical assistance and/or temporary intervention in unusual circumstances to address deficiencies that develop during the project; assuring compliance with terms and conditions; and reviewing technical performance after project completion to ensure that the project objectives have been accomplished.

Term 6. Federal Involvement

A. Review Meetings

The Recipient, including but not limited to, the principal investigator (or, if applicable, co-principal investigators), is required to participate in periodic review meetings with EERE. Review meetings enable EERE to assess the work performed under this Award and determine whether the Recipient has timely achieved the technical milestones and deliverables stated in Attachment 1 to this Award.

EERE shall determine the frequency of review meetings and select the day, time, and location of each review meeting and shall do so in a reasonable and good faith manner. EERE will provide the Recipient with reasonable notice of the review meetings.

For each review meeting, the Recipient is required to provide a comprehensive overview of the project, including:

- The Recipient's technical progress compared to the Milestone Summary Table stated in Attachment 1 to this Award.
- The Recipient's actual expenditures compared to the approved budget in Attachment 3 to this Award.
- Other subject matter specified by the DOE Technology Manager/Project Officer.

B. Project Meetings

The Recipient is required to notify EERE in advance of scheduled tests and internal project meetings that would entail discussion of topics that could result in major changes to the baseline project technical scope/approach, cost, or schedule. Upon request by EERE, the Recipient is required to provide EERE with reasonable access (by telephone, webinar, or otherwise) to the tests and project meetings. The Recipient is not expected to delay any work under this Award for the purpose of government insight.

C. Site Visits

EERE's authorized representatives have the right to make site visits at reasonable times to review project accomplishments and management control systems and to provide technical assistance, if required. The Recipient must provide, and must require subrecipients to provide, reasonable access to facilities, office space, resources, and assistance for the safety and convenience of the government representatives in the performance of their duties. All site visits and evaluations must be performed in a manner that does not unduly interfere with or delay the work.

D. EERE Access

The Recipient must provide any information, documents, site access, or other assistance requested by EERE for the purpose of its Federal stewardship or substantial involvement.

Term 7. NEPA Requirements

A. Authorization

DOE must comply with the National Environmental Policy Act (NEPA) prior to authorizing the use of Federal funds.

For Recipients with a DOE executed Historic Preservation Programmatic Agreement (PA), DOE has determined that the "Bounded Categories" listed in the State Energy Program NEPA Determination (Attachment 6) are categorically excluded and require no further NEPA review, when the Recipient demonstrates the activities are compliant with the restrictions of the "Bounded Categories" and the NEPA logs are available to DOE upon request as well as submitted quarterly, per the Federal Assistance Reporting Checklist. The Recipient is thereby authorized to use Federal funds for the "Bounded Categories" listed in the SEP IIJA Provision 40109 Administrative and Legal Requirements Document (SEP-IIJAALRD-2022) NEPA Determination, subject to the Recipient's compliance with paragraphs B. "Conditions" and C. "Future Modifications," and the restrictions listed in Attachment 6.

B. Conditions

Activities/projects not listed under "Bounded Categories" are subject to additional NEPA review and approval by DOE. For activities/projects requiring additional NEPA review, Recipients must complete the environmental questionnaire(https://www.eere-pmc.energy.gov/NEPA.aspx) and receive notification from DOE that the NEPA review has been completed and approved by the Contracting Officer prior to initiating the project or activities.

1. This NEPA Determination only applies to activities funded by the SEP IIJA Provision 40109 Administrative and Legal Requirements Document.

2. All activities must be documented (e.g., a NEPA log) to ensure compliance with the restrictions of the Bounded Categories. The documentation must be available for DOE review upon request.

3. Activities not listed under "Bounded Categories" including ground disturbing activities outside the boundaries of a facility (defined as an already disturbed area due to regular ground maintenance), structural improvements to facilities, and tree removal, are subject to additional NEPA review and approval by DOE. For activities requiring additional NEPA review, Recipients must complete the environmental questionnaire found at https: //www.eere-pmc.energy.gov/NEPA.aspx and receive notification from DOE that the NEPA review has been completed and approved by the Contracting Officer prior to initiating the project or activities.

4. This authorization does not include activities where the following elements exist: extraordinary circumstances; cumulative impacts or connected actions that may lead to significant effects on the human environment; or any inconsistency with the "integral elements" (as contained in 10 CFR Part 1021, Appendix B) as they relate to a particular project.

5. The Recipient must identify and promptly notify DOE of extraordinary circumstances, cumulative impacts or connected actions that may lead to significant effects on the human environment, or any inconsistency with the “integral elements” (as contained in 10 CFR Part 1021, Appendix B) as they relate to project activities.

6. Recipients must have a DOE executed Historic Preservation Programmatic Agreement and adhere to the terms and restrictions of its DOE executed Historic Preservation Programmatic Agreement. DOE executed historic preservation programmatic agreements are available on the Weatherization and Intergovernmental Programs website:https://www.energy.gov/eere/wipo/historic-preservation-executed-programmatic-agreements.

7. Most activities listed under "Bounded Categories" are more restrictive than the Categorical Exclusion. The restrictions listed in the "Bounded Categories" must be followed.

8. Recipients are responsible for completing the online NEPA and Historic preservation training at http://www.energy.gov/node/4816816 and contacting NEPA with any questions GONEPA@ee.doe.gov.

9. This authorization excludes any activities that are otherwise subject to a restriction set forth elsewhere in the Award.

C. Modifications and Activities not covered by the NEPA Determination

If the Recipient intends to undertake activities or projects that do not fall within the NEPA determination, those activities and projects are subject to additional NEPA review by DOE and are not authorized for Federal funding unless and until the Contracting Officer provides written authorization on those additions or modifications. Should the Recipient elect to undertake activities or projects prior to written authorization from the Contracting Officer, the Recipient does so at risk of not receiving Federal funding for those activities and projects, and such costs may not be recognized as allowable cost match.

Term 8. Historic Preservation

A. Authorization

DOE must comply with the requirements of Section 106 of the National Historic Preservation Act (NHPA) prior to authorizing the use of Federal funds. Section 106 applies to historic properties that are listed in or eligible for listing in the National Register of Historic Places. Recipients with a DOE-executed Programmatic Agreement (PA) must comply with the requirements identified in paragraph B. Conditions below.

B. Conditions

Recipients with a DOE executed PA for Historic Preservation:
(AL, AK, AS, AZ, AR, CA, CO, CT, DE, DC,FL,GA, HI, ID, IL, IN, IA, KS, KY, LA, ME, MD, MA, MI, MN, MP, MS, MO, MT, NE, NV, NH, NJ, NM, NY, NC, ND, OH,OK,OR, PA, PR, RI, SC, SD, TN, TX, UT, VT, VA, WA, WV, WI, WY, and VI.)

Recipients with a DOE executed historic preservation Programmatic Agreement (PA) must adhere to all the Stipulations of their PA. All DOE executed PAs are available on the Weatherization and Intergovernmental Programs website: https://www.energy.gov/eere/wipo/historic-preservation-executed-programmatic-agreements.

In addition to the Stipulations in their PAs, Recipients must notify DOE via GONEPA@ee.doe.gov whenever:

- Either the Recipient or the State Historic Preservation Office (SHPO)/Tribal Historic Preservation Office (THPO) believes that the Criteria of Adverse Effect pursuant to 36 CFR § 800.5, apply to the proposal under consideration by DOE;
- There is a disagreement between an Applicant, or its authorized representative, and the SHPO/THPO about the scope of the area of potential effects, identification and evaluation of historic properties and/or the assessment of effects;

- There is an objection from a consulting party or the public regarding their involvement in the review process established by 36 CFR Part 800, Section 106 findings and determinations, or implementation of agreed upon measures; or
- There is the potential for a foreclosure situation or anticipatory demolition as defined under 36 CFR §800.9 (b) and 36 CFR § 800.9 (c)

Term 9. Performance of Work in United States

A. Requirement

All work performed under this Award must be performed in the United States unless the Contracting Officer provides a waiver. This requirement does not apply to the purchase of supplies and equipment; however, the Recipient should make every effort to purchase supplies and equipment within the United States. The Recipient must flow down this requirement to its subrecipients.

B. Failure to Comply

If the Recipient fails to comply with the Performance of Work in the United States requirement, the Contracting Officer may deny reimbursement for the work conducted outside the United States and such costs may not be recognized as allowable Recipient cost share regardless if the work is performed by the Recipient, subrecipients, vendors or other project partners.

C. Waiver for Work Outside the U.S.

All work performed under this Award must be performed in the United States. However, the Contracting Officer may approve the Recipient to perform a portion of the work outside the United States under limited circumstances. The Recipient must obtain a waiver from the Contracting Officer prior to conducting any work outside the U.S. To request a waiver, the Recipient must submit a written waiver request to the Contracting Officer, which includes the following information:

- The rationale for performing the work outside the U.S.;
- A description of the work proposed to be performed outside the U.S.;
- Proposed budget of work to be performed; and
- The countries in which the work is proposed to be performed.

For the rationale, the Recipient must demonstrate to the satisfaction of the Contracting Officer that the performance of work outside the United States would further the purposes of the FOA or Program that the Award was selected under and is in the economic interests of the United States. The Contracting Officer may require additional information before considering such request.

Term 10. Foreign National Involvement

The Recipient and project participants (including subrecipients and contractors) who anticipate involving foreign nationals in the performance of an award, may be required to provide DOE with specific information about each foreign national to satisfy requirements for foreign national participation. A foreign national is defined as any person who is not a U.S. citizen by birth or naturalization. The volume and type of information collected may depend on various factors associated with the award.

Term 11. Reporting Requirements

A. Requirements

The reporting requirements for this Award are identified on the Federal Assistance Reporting Checklist, attached to this Award. Failure to comply with these reporting requirements is considered a material noncompliance with the terms of the Award. Noncompliance may result in withholding of future payments, suspension, or termination of the current award, and withholding of future awards. A willful failure to perform, a history of failure to perform, or unsatisfactory performance of this and/or other financial assistance awards, may also result in a debarment action to preclude future awards by Federal agencies.

B. Dissemination of Scientific and Technical Information

Scientific and Technical Information (STI) generated under this Award will be submitted to DOE via the Office of Scientific and Technical Information's Energy Link (E-Link) system. STI submitted under this Award will be disseminated via DOE's OSTI.gov website subject to approved access limitations. Citations for journal articles produced under the Award will appear on the DOE PAGES website.

C. Restrictions

Scientific and Technical Information submitted to E-Link must not contain any Protected Personal Identifiable Information (PII), limited rights data (proprietary data), classified information, information subject to export control classification, or other information not subject to release.

Term 12. Lobbying

By accepting funds under this Award, the Recipient agrees that none of the funds obligated on the Award shall be expended, directly or indirectly, to influence congressional action on any legislation or appropriation matters pending before Congress, other than to communicate to Members of Congress as described in 18 U.S.C. 1913. This restriction is in addition to those prescribed elsewhere in statute and regulation.

Term 13. Publications

The Recipient is required to include the following acknowledgement in publications arising out of, or relating to, work performed under this Award, whether copyrighted or not:

- *Acknowledgment:* "This material is based upon work supported by the U.S. Department of Energy's Office of Energy Efficiency and Renewable Energy (EERE) under the State Energy Program Award Number DE-EE0010070."

- *Full Legal Disclaimer: "*This report was prepared as an account of work sponsored by an agency of the United States Government. Neither the United States Government nor any agency thereof, nor any of their employees, makes any warranty, express or implied, or assumes any legal liability or responsibility for the accuracy, completeness, or usefulness of any information, apparatus, product, or process disclosed, or represents that its use would not infringe privately owned rights. Reference herein to any specific commercial product, process, or service by trade name, trademark, manufacturer, or otherwise does not necessarily constitute or imply its endorsement, recommendation, or favoring by the United States Government or any agency thereof. The views and opinions of authors expressed herein do not necessarily state or reflect those of the United States Government or any agency thereof."

  Abridged Legal Disclaimer: "The views expressed herein do not necessarily represent the views of the U.S. Department of Energy or the United States Government."

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Term 14. No-Cost Extension

As provided in 2 CFR 200.308, the Recipient must provide the Contracting Officer with notice in advance if it intends to utilize a one-time, no-cost extension of this Award. The notification must include the supporting reasons and the revised period of performance. The Recipient must submit this notification in writing to the Contracting Officer and DOE Technology Manager/ Project Officer at least 30 days before the end of the current budget period.

Any no-cost extension will not alter the project scope, milestones, deliverables, or budget of this Award.

Term 15. Property Standards

The complete text of the Property Standards can be found at 2 CFR 200.310 through 200.316. Also see 2 CFR 910.360 for additional requirements for real property and equipment for For-Profit recipients.

Term 16. Insurance Coverage

See 2 CFR 200.310 for insurance requirements for real property and equipment acquired or improved with Federal funds. Also see 2 CFR 910.360(d) for additional requirements for real property and equipment for For-Profit recipients.

Term 17. Real Property

Subject to the conditions set forth in 2 CFR 200.311, title to real property acquired or improved under a Federal award will conditionally vest upon acquisition in the non-Federal entity. The non-Federal entity cannot encumber this property and must follow the requirements of 2 CFR 200.311 before disposing of the property.

Except as otherwise provided by Federal statutes or by the Federal awarding agency, real property will be used for the originally authorized purpose as long as needed for that purpose. When real property is no longer needed for the originally authorized purpose, the non-Federal entity must obtain disposition instructions from DOE or pass-through entity. The instructions must provide for one of the following alternatives: (1) retain title after compensating DOE as described in 2 CFR 200.311(c)(1); (2) Sell the property and compensate DOE as specified in 2 CFR 200.311(c)(2); or (3) transfer title to DOE or to a third party designated/approved by DOE as specified in 2 CFR 200.311(c)(3).

See 2 CFR 200.311 for additional requirements pertaining to real property acquired or improved under a Federal award. Also see 2 CFR 910.360 for additional requirements for real property for For-Profit recipients.

Term 18. Equipment

Subject to the conditions provided in 2 CFR 200.313, title to equipment (property) acquired under a Federal award will conditionally vest upon acquisition with the non-Federal entity. The non-Federal entity cannot encumber this property and must follow the requirements of 2 CFR 200.313 before disposing of the property.

A state must use equipment acquired under a Federal award by the state in accordance with state laws and procedures.

Equipment must be used by the non-Federal entity in the program or project for which it was acquired as long as it is needed, whether or not the project or program continues to be supported by the Federal award. When no longer needed for the originally authorized purpose, the equipment may be used by programs supported by DOE in the priority order specified in 2 CFR 200.313(c)(1)(i) and (ii).

Management requirements, including inventory and control systems, for equipment are provided in 2 CFR 200.313(d).

When equipment acquired under a Federal award is no longer needed, the non-Federal entity must obtain disposition instructions from DOE or pass-through entity.

Disposition will be made as follows: (1) items of equipment with a current fair market value of $5,000 or less may be retained, sold, or otherwise disposed of with no further obligation to DOE; (2) Non-Federal entity may retain title or sell the equipment after compensating DOE as described in 2 CFR 200.313(e)(2); or (3) transfer title to DOE or to an eligible third party as specified in 2 CFR 200.313(e)(3).

See 2 CFR 200.313 for additional requirements pertaining to equipment acquired under a Federal award. Also see 2 CFR 910.360 for additional requirements for equipment for For-Profit recipients. See also 2 CFR 200.439 Equipment and other capital expenditures.

Term 19. Supplies

See 2 CFR 200.314 for requirements pertaining to supplies acquired under a Federal award. See also 2 CFR 200.453 Materials and supplies costs, including costs of computing devices.

Term 20. Property Trust Relationship

Real property, equipment, and intangible property, that are acquired or improved with a Federal award must be held in trust by the non-Federal entity as trustee for the beneficiaries of the project or program under which the property was acquired or improved. See 2 CFR 200.316 for additional requirements pertaining to real property, equipment, and intangible property acquired or improved under a Federal award.

Term 21. Record Retention

Consistent with 2 CFR 200.334 through 200.338, the Recipient is required to retain records relating to this Award.

Term 22. Audits

A. Government-Initiated Audits

The Recipient must provide any information, documents, site access, or other assistance requested by EERE, DOE or Federal auditing agencies (e.g., DOE Inspector General, Government Accountability Office) for the purpose of audits and investigations. Such assistance may include, but is not limited to, reasonable access to the Recipient's records relating to this Award.

Consistent with 2 CFR part 200 as amended by 2 CFR part 910, DOE may audit the Recipient's financial records or administrative records relating to this Award at any time. Government-initiated audits are generally paid for by DOE.

DOE may conduct a final audit at the end of the project period (or the termination of the Award, if applicable). Upon completion of the audit, the Recipient is required to refund to DOE any payments for costs that were determined to be unallowable. If the audit has not been performed or completed prior to the closeout of the award, DOE retains the right to recover an appropriate amount after fully considering the recommendations on disallowed costs resulting from the final audit.

DOE will provide reasonable advance notice of audits and will minimize interference with ongoing work, to the maximum extent practicable.

B. Annual Independent Audits (Single Audit or Compliance Audit)

The Recipient must comply with the annual independent audit requirements in 2 CFR 200.500 through .521 for institutions of higher education, nonprofit organizations, and state and local governments (Single audit), and 2 CFR 910.500 through .521 for for-profit entities (Compliance audit).

The annual independent audits are separate from Government-initiated audits discussed in part A. of this Term, and must be paid for by the Recipient. To minimize expense, the Recipient may have a Compliance audit in conjunction with its annual audit of financial statements. The financial statement audit is **not** a substitute for the Compliance audit. If the audit (Single audit or Compliance audit, depending on Recipient entity type) has not been performed or completed prior to the closeout of the award, DOE may impose one or more of the actions outlined in 2 CFR 200.338, Remedies for Noncompliance.

Subpart B. Financial Provisions

Term 23. Maximum Obligation

The maximum obligation of DOE for this Award is the total "Funds Obligated" stated in Block 13 of the Assistance Agreement to this Award.

Term 24. Continuation Application and Funding

A. Continuation Application

A continuation application is a non-competitive application for an additional budget period and extended project period. The continuation application shall be submitted to EERE in accordance with the annual Announcement/Grant Guidance that is issued.

B. Continuation Funding

Continuation funding is contingent on (1) the availability of funds appropriated by Congress for the purpose of this program; (2) the availability of future-year budget authority; (3) Recipient's satisfactory progress towards meeting the objectives of the State Energy Program; (4) Recipient's submittal of required reports; (5) Recipient's compliance with the terms and conditions of the Award; (6) the Recipient's submission of a continuation application; and (7) written approval of the continuation application by the Contracting Officer.

Term 25. Refund Obligation

The Recipient must refund any excess payments received from EERE, including any costs determined unallowable by the Contracting Officer. Upon the end of the project period (or the termination of the Award, if applicable), the Recipient must refund to EERE the difference between (1) the total payments received from EERE, and (2) the Federal share of the costs incurred. Refund obligations under this Term do not supersede the annual reconciliation or true up process if specified under the Indirect Cost Term.

Term 26. Allowable Costs

EERE determines the allowability of costs through reference to 2 CFR part 200 as amended by 2 CFR part 910. All project costs must be allowable, allocable, and reasonable. The Recipient must document and maintain records of all project costs, including, but not limited to, the costs paid by Federal funds, costs claimed by its subrecipients and project costs that the Recipient claims as cost sharing, including in-kind contributions. The Recipient is responsible for maintaining records adequate to demonstrate that costs claimed have been incurred, are reasonable, allowable and allocable, and comply with the cost principles. Upon request, the Recipient is required to provide such records to EERE. Such records are subject to audit. Failure to provide EERE adequate supporting documentation may result in a determination by the Contracting Officer that those costs are unallowable.

The Recipient is required to obtain the prior written approval of the Contracting Officer for any foreign travel costs.

Term 27. Indirect Costs

A. Indirect Cost Allocation:

The Recipient does not have an approved or current Negotiated Indirect Cost Rate Agreement (NICRA) and has submitted an indirect rate proposal as approval for indirect costs to be invoiced to the DOE under segregated billing rates. The approved indirect cost billing rate is 31.78% and shall be allocated to the base of direct salaries and wages including applicable divisional fringe benefits. An updated rate proposal is required if the Recipient requests to bill the DOE higher billing rates than those listed herein.

B. Fringe Cost Allocation:
Fringe benefit costs have been allocated to this award under a segregated fringe billing rate. The fringe costs were found to be reasonable, allocable, and allowable as reflected in the budget. Fringe elements apply to both direct and indirect labor. Under a segregated cost pool, the fringe billing rate shall be treated as an indirect cost expenditure and must be reconciled annually.

C. Subrecipient Indirect Costs (If Applicable):
The Recipient must ensure its subrecipient's indirect costs are appropriately managed, have been found to be allowable, and comply with the requirements of this Award and 2 CFR Part 200 as amended by 2 CFR Part 910.

D. Indirect Cost Stipulations:

i. Modification to Indirect Cost Billing Rates
EERE will not modify this Award solely to provide additional funds to cover increases in the Recipient's indirect cost billing rate(s). Adjustments to the indirect cost billing rates must be approved by the Recipient's Cognizant Agency or Cognizant Federal Agency Official.

The Recipient must provide a copy of an updated NICRA or indirect rate proposal to the DOE Award Administrator in order to increase indirect cost billing rates. If the Contracting Officer provides prior written approval, the Recipient may incur an increase in the indirect cost billing rates. Reimbursement will be limited by the budgeted dollar amount for indirect costs for each budget period as shown in Attachment 3 to this Award.

ii. Award Closeout
The closeout of the DOE award does not affect (1) the right of the DOE to disallow costs and recover funds on the basis of a later audit or other review; (2) the requirement for the Recipient to return any funds due as a result of later refunds, corrections or other transactions including final indirect cost billing rate adjustments; and (3) the ability of the DOE to make financial adjustments to a previously closed award resolving indirect cost payments and making final payments.

Term 28. Decontamination and/or Decommissioning (D&D) Costs

Notwithstanding any other provisions of this Award, the Government shall not be responsible for or have any obligation to the Recipient for (1) Decontamination and/or Decommissioning (D&D) of any of the Recipient's facilities, or (2) any costs which may be incurred by the Recipient in connection with the D&D of any of its facilities due to the performance of the work under this Award, whether said work was performed prior to or subsequent to the effective

date of the Award

Term 29. Use of Program Income

If the Recipient earns program income during the project period as a result of this Award, the Recipient must add the program income to the funds committed to the Award and used to further eligible project objectives.

Term 30. Payment Procedures

A. Method of Payment

Payment will be made by advances through the Department of Treasury's ASAP system.

B. Requesting Advances

Requests for advances must be made through the ASAP system. The Recipient may submit requests as frequently as required to meet its needs to disburse funds for the Federal share of project costs. If feasible, the Recipient should time each request so that the Recipient receives payment on the same day that the Recipient disburses funds for direct project costs and the proportionate share of any allowable indirect costs. If same-day transfers are not feasible, advance payments must be as close to actual disbursements as administratively feasible.

C. Adjusting Payment Requests for Available Cash

The Recipient must disburse any funds that are available from repayments to and interest earned on a revolving fund, program income, rebates, refunds, contract settlements, audit recoveries, credits, discounts, and interest earned on any of those funds before requesting additional cash payments from EERE.

D. Payments

All payments are made by electronic funds transfer to the bank account identified on the Bank Information Form that the Recipient filed with the U.S. Department of Treasury.

E. Unauthorized Drawdown of Federal Funds

For each budget period, the Recipient may not spend more than the Federal share authorized to that particular budget period, without specific written approval from the Contracting Officer. The Recipient must immediately refund EERE any amounts spent or drawn down in excess of the authorized amount for a budget period. The Recipient and subrecipients shall promptly, but at least quarterly, remit to DOE interest earned on advances drawn in excess of disbursement needs, and shall comply with the procedure for remitting interest earned to the Federal government per 2 CFR 200.305, as applicable.

F. Supporting Documents for Agency Approval of Payments

DOE may require Agency pre-approval of payments. If the Agency approval requirement is in effect for the Recipient's Award, the ASAP system will indicate that Agency approval is required when the Recipient submits a request for payment.

The Recipient must notify the DOE Technical Project Officer and DOE Award Administrator identified on the Assistance Agreement that a payment request has been submitted.

The following items are required to be submitted to the DOE Technical Project Officer and DOE Award Administrator identified on the Assistance Agreement:

- Summary cost data, for the billing period and cumulative cost data, showing all categories listed in the SF-424A and identifying Federal, non-Federal, and total amounts.
- SF-270.
- If there are unauthorized phases and/or tasks for the current budget period in the NEPA Requirements term in these Special Terms and Conditions, a statement affirming that no invoiced costs are related to tasks or activities prohibited by the NEPA Requirements term.
- *Applicable to for-profit recipients and subrecipients* UCC filing proof for all equipment acquired with project funds (i.e., Federal share or Recipient share) and equipment offered as cost share.

The DOE payment authorizing official may request additional information from the Recipient to support the payment requests prior to release of funds, as deemed necessary. The Recipient is required to comply with these requests. Supporting documents include invoices, copies of contracts, vendor quotes, and other expenditure explanations that justify the payment requests.

Term 31. Budget Changes

A. Budget Changes Generally

The Contracting Officer has reviewed and approved the SF-424A in Attachment 3 to this Award.

Any increase in the total project cost, whether DOE share or Cost Share, which is stated as "Total" in Block 12 to the Assistance Agreement of this Award, must be approved in advance and in writing by the Contracting Officer.

Any change that alters the project scope, milestones or deliverables requires prior written approval of the Contracting Officer. EERE may deny reimbursement for any

failure to comply with the requirements in this term.

B. Transfers of Funds Among Direct Cost Categories

The Recipient is required to submit written notification via email (not in PAGE) to the Project Officer identified in the Assistance Agreement of any transfer of funds among direct cost categories where the cumulative amount of such transfers exceeds or is expected to exceed 10 percent of the total project cost, which is stated as "Total" in Block 12 to the Assistance Agreement of this Award.

Upon receipt of adequate notification documentation by the Project Officer, the recipient is hereby authorized to transfer funds among direct cost categories for program activities consistent with their approved State/Annual Plan, without prior approval by the awarding agency.

Limitations on supplies and equipment as detailed in the respective year's SEP Grant Guidance still apply and are not waived under this provision.

C. Transfer of Funds Between Direct and Indirect Cost Categories

The Recipient is required to obtain the prior written approval of the Contracting Officer for any transfer of funds between direct and indirect cost categories. If the Recipient's actual allowable indirect costs are less than those budgeted in Attachment 3 to this Award, the Recipient may use the difference to pay additional allowable direct costs during the project period so long as the total difference is less than 10% of total project costs and the difference is reflected in actual requests for reimbursement to DOE.

Term 32. Carryover of Unobligated Balances

The Recipient is hereby authorized to carry over unobligated balances of Federal and non-Federal funds from one budget period to a subsequent budget period, for program activities consistent with their approved State/Annual Plan, without prior approval by the Contracting Officer. Should the Recipient wish to use carryover funds for activities that are not consistent with the approved State/Annual Plan, a budget revision application must be submitted for approval by DOE.

For purposes of this Award, an unobligated balance is the portion of the funds authorized by DOE that have not been obligated by the Recipient at the end of a budget period. The Recipient is advised to carefully manage grant funds to minimize unobligated balances each year, but especially at the end of the grant project period.

Subpart C. Miscellaneous Provisions

Term 33. Reporting Subawards and Executive Compensation

A. Reporting of first tier subawards

i. *Applicability*. Unless the Recipient is exempt as provided in paragraph D. of this award term, the Recipient must report each action that equals or exceeds $30,000 in Federal funds for a subaward to an entity (see definitions in paragraph E. of this award term).

ii. *Where and when to report*.

1. The Recipient must report each obligating action described in paragraph A.i. of this award term to https://www.fsrs.gov.

2. For subaward information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2010, the obligation must be reported no later than December 31, 2010.)

iii. *What to report*. The Recipient must report the information about each obligating action that the submission instructions posted at https://www.fsrs.gov specify.

B. Reporting Total Compensation of Recipient Executives

i. *Applicability and what to report*. The Recipient must report total compensation for each of its five most highly compensated executives for the preceding completed fiscal year, if:

1. The total Federal funding authorized to date under this Award equals or exceeds $30,000 as defined in 2 CFR 170.320;

2. In the preceding fiscal year, the Recipient received;

a. 80 percent or more of the Recipient's annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

b. $25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards)

3. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at http://www.sec.gov/answers/execomp.htm).

ii. *Where and when to report*. The Recipient must report executive total compensation described in paragraph B.i. of this award term:

1. As part of the Recipient's registration profile at https://www.sam.gov.

2. By the end of the month following the month in which this award is made, and annually thereafter.

C. Reporting of Total Compensation of Subrecipient Executives

i. *Applicability and what to report*. Unless the Recipient is exempt as provided in paragraph D. of this award term, for each first-tier subrecipient under this award, the Recipient shall report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if:

1. In the subrecipient's preceding fiscal year, the subrecipient received:

a. 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

b. $25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards)

2. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at http://www.sec.gov/answers/execomp.htm).

ii. *Where and when to report*. The Recipient must report subrecipient executive total compensation described in paragraph C.i. of this award term:

1. To the recipient.

2. By the end of the month following the month during which the Recipient makes the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (*i.e.*, between October 1 and 31), the Recipient must report any required compensation information of the subrecipient by November 30 of that year.

D. Exemptions

If, in the previous tax year, the Recipient had gross income, from all sources, under $300,000, it is exempt from the requirements to report:

i. Subawards; and

ii. The total compensation of the five most highly compensated executives of any subrecipient.

E. Definitions

For purposes of this Award term:

i. Entity means all of the following, as defined in 2 CFR Part 25:

1. A Governmental organization, which is a State, local government, or Indian tribe.
2. A foreign public entity.
3. A domestic or foreign nonprofit organization.
4. A domestic or foreign for-profit organization.
5. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.

ii. Executive means officers, managing partners, or any other employees in management positions.

iii. Subaward:

1. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which the Recipient received this award and that the recipient awards to an eligible subrecipient.

2. The term does not include the Recipient's procurement of property and services needed to carry out the project or program (for further explanation, see 2 CFR 200.501 Audit requirements, (f) *Subrecipients and Contractors* and/or 2 CFR 910.501 Audit requirements, (f) *Subrecipients and Contractors*).

3. A subaward may be provided through any legal agreement, including an agreement that the Recipient or a subrecipient considers a contract.

iv. Subrecipient means an entity that:

1. Receives a subaward from the Recipient under this award; and

2. Is accountable to the Recipient for the use of the Federal funds provided by the subaward.

v. Total compensation means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):

1. Salary and bonus.

2. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.

3. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement

plans that do not discriminate in favor of executives and are available generally to all salaried employees.

4. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.

5. Above-market earnings on deferred compensation which is not tax-qualified.

6. Other compensation, if the aggregate value of all such other compensation (*e.g.* severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds $10,000.

Term 34. System for Award Management and Universal Identifier Requirements

A. Requirement for Registration in the System for Award Management (SAM)
Unless the Recipient is exempted from this requirement under 2 CFR 25.110, the Recipient must maintain the currency of its information in SAM until the Recipient submits the final financial report required under this Award or receive the final payment, whichever is later. This requires that the Recipient reviews and updates the information at least annually after the initial registration, and more frequently if required by changes in its information or another award term.

B. Unique Entity Identifier (UEI)
SAM automatically assigns a UEI to all active SAM.gov registered entities. Entities no longer have to go to a third-party website to obtain their identifier. This information is displayed on SAM.gov.

If the Recipient is authorized to make subawards under this Award, the Recipient:

i. Must notify potential subrecipients that no entity (see definition in paragraph C of this award term) may receive a subaward from the Recipient unless the entity has provided its UEI number to the Recipient.

ii. May not make a subaward to an entity unless the entity has provided its UEI number to the Recipient.

C. Definitions

For purposes of this award term:

i. System for Award Management (SAM) means the Federal repository into which an entity must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found at the SAM Internet site (currently at https://www.sam.gov).

ii. Unique Entity Identifier (UEI) is the 12-character, alpha-numeric identifier that will be assigned by SAM.gov upon registration.

iii. Entity, as it is used in this award term, means all of the following, as defined at 2 CFR Part 25, subpart C:

1. A Governmental organization, which is a State, local government, or Indian Tribe.
2. A foreign public entity.
3. A domestic or foreign nonprofit organization.
4. A domestic or foreign for-profit organization.
5. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.

iv. Subaward:

1. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which the Recipient received this Award and that the Recipient awards to an eligible subrecipient.

2. The term does not include the Recipient's procurement of property and services needed to carry out the project or program (for further explanation, see 2 CFR 200.501 Audit requirements, (f) *Subrecipients and Contractors* and/or 2 CFR 910.501 Audit requirements, (f) *Subrecipients and Contractors*).

3. A subaward may be provided through any legal agreement, including an agreement that the Recipient considers a contract.

v. Subrecipient means an entity that:

1. Receives a subaward from the Recipient under this Award; and
2. Is accountable to the Recipient for the use of the Federal funds provided by the subaward

Term 35. Nondisclosure and Confidentiality Agreements Assurances

A. By entering into this agreement, the Recipient attests that it **does not and will not** require its employees or contractors to sign internal nondisclosure or confidentiality agreements or statements prohibiting or otherwise restricting its employees or contactors from lawfully reporting waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

B. The Recipient further attests that it **does not and will not** use any Federal funds to implement or enforce any nondisclosure and/or confidentiality policy, form, or agreement it uses unless it contains the following provisions:

i. *''These provisions are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by existing statute or Executive order relating to (1) classified information, (2) communications to Congress, (3) the reporting to an Inspector General of a violation of any law, rule, or regulation, or mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety, or (4) any other whistleblower protection. The definitions, requirements, obligations, rights, sanctions, and liabilities created by controlling Executive orders and statutory provisions are incorporated into this agreement and are controlling.''*

ii. The limitation above shall not contravene requirements applicable to Standard Form 312, Form 4414, or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

iii. Notwithstanding provision listed in paragraph (a), a nondisclosure or confidentiality policy form or agreement that is to be executed by a person connected with the conduct of an intelligence or intelligence-related activity, other than an employee or officer of the United States Government, may contain provisions appropriate to the particular activity for which such document is to be used. Such form or agreement shall, at a minimum, require that the person will not disclose any classified information received in the course of such activity unless specifically authorized to do so by the United States Government. Such nondisclosure or confidentiality forms shall also make it clear that they do not bar disclosures to Congress, or to an authorized official of an executive agency or the Department of Justice, that are essential to reporting a substantial violation of law.

Term 36. Conference Spending

The Recipient shall not expend any funds on a conference not directly and programmatically related to the purpose for which the grant or cooperative agreement was awarded that would defray the cost to the United States Government of a conference held by any Executive branch department, agency, board, commission, or office for which the cost to the United States Government would otherwise exceed $20,000, thereby circumventing the required notification by the head of any such Executive Branch department, agency, board, commission, or office to the Inspector General (or senior ethics official for any entity without an Inspector General), of the date, location, and number of employees attending such conference.

Term 37. Recipient Integrity and Performance Matters

A. General Reporting Requirement

If the total value of the Recipient's currently active Financial Assistance awards, cooperative agreements, and procurement contracts from all Federal awarding agencies exceeds $10,000,000 for any period of time during the period of performance of this Federal award, then you as the recipient during that period of time must maintain the currency of information reported to the System for Award Management (SAM) that is made available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIIS)) about civil, criminal, or administrative proceedings described in paragraph 2 of this term. This is a statutory requirement under section 872 of Public Law 110-417, as amended (41 U.S.C. 2313). As required by section 3010 of Public Law 111-212, all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for Federal procurement contracts, will be publicly available.

B. Proceedings About Which You Must Report

Submit the information required about each proceeding that:

i. Is in connection with the award or performance of a Financial Assistance, cooperative agreement, or procurement contract from the Federal Government;

ii. Reached its final disposition during the most recent five-year period; and

iii. Is one of the following:

1. A criminal proceeding that resulted in a conviction, as defined in paragraph E of this award term and condition;
2. A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of $5,000 or more;
3. An administrative proceeding, as defined in paragraph E of this term, that resulted in a finding of fault and liability and your payment of either a monetary fine or penalty of $5,000 or more or reimbursement, restitution, or damages in excess of $100,000; or

4. Any other criminal, civil, or administrative proceeding if:
    a. It could have led to an outcome described in paragraph B.iii.1, 2, or 3 of this term;
    b. It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on your part; and
    c. The requirement in this term to disclose information about the proceeding does not conflict with applicable laws and regulations.

C. Reporting Procedures

Enter in the SAM Entity Management area the information that SAM requires about each proceeding described in paragraph B of this term. You do not need to submit the information a second time under assistance awards that you received if you already provided the information through SAM because you were required to do so under Federal procurement contracts that you were awarded.

D. Reporting Frequency

During any period of time when you are subject to the requirement in paragraph A of this term, you must report proceedings information through SAM for the most recent five-year period, either to report new information about any proceeding(s) that you have not reported previously or affirm that there is no new information to report. Recipients that have Federal contract, Financial Assistance awards, (including cooperative agreement awards) with a cumulative total value greater than $10,000,000, must disclose semiannually any information about the criminal, civil, and administrative proceedings.

E. Definitions

For purposes of this term:

i. Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the Federal and State level but only in connection with performance of a Federal contract or Financial Assistance awards. It does not include audits, site visits, corrective plans, or inspection of deliverables.

ii. Conviction means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of *nolo contendere*.

iii. Total value of currently active Financial Assistance awards, cooperative agreements and procurement contracts includes—

1. Only the Federal share of the funding under any Federal award with a recipient cost share or match; and
2. The value of all expected funding increments under a Federal award and options, even if not yet exercised.

Term 38. Export Control

The U.S. government regulates the transfer of information, commodities, technology, and software considered to be strategically important to the U.S. to protect national security, foreign policy, and economic interests without imposing undue regulatory burdens on legitimate international trade. There is a network of Federal agencies and regulations that govern exports that are collectively referred to as "Export Controls." To ensure compliance with Export Controls, it is the Recipient's responsibility to determine when its project activities trigger Export Controls and to ensure compliance.

Certain information, technology or material under an award may be considered export-controlled items that cannot be released to any foreign entity (organization, company, or person) without a license. The Recipient, and any subrecipients, must take the appropriate steps to obtain any required licenses, monitor and control access to restricted information and material, and safeguard all controlled items to ensure compliance with Export Controls. Under no circumstances may any foreign entity (organizations, companies, or persons) receive access to an export-controlled item unless proper export procedures have been satisfied and such access is authorized pursuant to law or regulation.

The Recipient must immediately report to DOE any export control violations related to the project funded under this Award, at the recipient or subrecipient level, and provide the corrective action(s) to prevent future violations.

Term 39. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

As set forth in 2 CFR 200.116, recipients and subrecipients are prohibited from obligating or expending project funds (Federal funds and recipient cost share) to:

(1) Procure or obtain;

(2) Extend or renew a contract to procure or obtain; or

(3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

See Public Law 115-232, section 889 for additional information.

Term 40. Fraud, Waste and Abuse

The mission of the DOE Office of Inspector General (OIG) is to strengthen the integrity, economy and efficiency of DOE's programs and operations including deterring and detecting fraud, waste, abuse and mismanagement. The OIG accomplishes this mission primarily through investigations, audits, and inspections of Department of Energy activities to include grants, cooperative agreements, loans, and contracts.

The OIG maintains a Hotline for reporting allegations of fraud, waste, abuse, or mismanagement. To report such allegations, please visit https://www.energy.gov/ig/ig-hotline.

Additionally, the Recipient must be cognizant of the requirements of 2 CFR § 200.113 Mandatory disclosures:, which states:

> *The non-Federal entity or applicant for a Federal award must disclose, in a timely manner, in writing to the Federal awarding agency or pass-through entity all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Non-Federal entities that have received a Federal award including the term and condition outlined in appendix XII to this part are required to report certain civil, criminal, or administrative proceedings to SAM (currently FAPIIS). Failure to make required disclosures can result in any of the remedies described in § 200.339. (See also 2 CFR part 180, 31 U.S.C. 3321, and 41 U.S.C. 2313.) [85 FR 49539, Aug. 13, 2020]*

Term 41. Interim Conflict of Interest Policy for Financial Assistance Policy

The DOE interim Conflict of Interest Policy for Financial Assistance (COI Policy) can be found at https://www.energy.gov/management/pf-2022-17-department-energy-interim-conflict-interest-policy-requirements-financial. This policy is applicable to all non-Federal entities applying for, or that receive, DOE funding by means of a financial assistance award (e.g., a grant, cooperative agreement, or technology investment agreement) and, through the implementation of this policy by the entity, to each Investigator who is planning to participate in, or is participating in, the project funded wholly or in part under the DOE financial assistance award.

Recipients must flow down the requirements of the interim COI Policy to any subrecipient non-Federal entities.

It is understood that non-Federal entities and individuals receiving DOE financial assistance awards will need sufficient time to come into full compliance with DOE's interim COI Policy. To provide some flexibility, EERE allows for a staggered implementation. Specifically, prior to award, the Recipient must ensure all Investigators complete their significant financial disclosures; review the disclosures; determine whether a FCOI exists; develop and implement a management plan for FCOIs; and provide DOE with an initial FCOI report that includes any unmanaged/ unmanageable FCOIs.

To further ease the administrative burden, EERE established a model conflict of interest policy that WIPO Recipients may adopt and implement. The Recipients has 180 days from the date of this Award to either adopt and implement the WIPO model conflict of interest policy or ensure its existing conflict of interest policy aligns with the requirements of the WIPO model COI policy. The WIPO model COI Policy is available upon request from the Contracting Officer.

Subpart D. Bipartisan Infrastructure Law (BIL)-specific requirements

Term 42. Recipient Notification of prospective BIL- specific requirements

The funding for this Award is made available under the BIL and is subject to the applicable requirements included in the BIL. Requirements for this Award are listed in the subsequent award terms, however the Recipient should be aware that additional terms and modifications may be included when the Award is modified with the incorporation of the Full Application. Additional terms that may be incorporated include, but are not limited to:

1. Publication of Information on the Internet
2. Certification and Registration
3. Whistleblowers and False Claims

Term 43. Reporting Tracking and Segregation of Incurred Costs

BIL funds may be used in conjunction with other funding, as necessary to complete projects, but tracking and reporting must be separate. The Recipient must keep separate records for BIL funds and must ensure those records comply with the requirements of the BIL.

Term 44. Buy American Requirements for Infrastructure Projects

A. Definitions

Infrastructure includes, at a minimum, the structures, facilities, and equipment for, in the United States:

- Roads, highways, and bridges;
- Public transportation;
- Dams, ports, harbors, and other maritime facilities;
- Intercity passenger and freight railroads;
- Freight and intermodal facilities;
- Airports;
- Water systems, including drinking water and wastewater systems;
- Electrical transmission facilities and systems;
- Utilities;
- Broadband infrastructure;
- Buildings and real property; and
- Facilities that generate, transport, and distribute energy.

Further, the "infrastructure" in question must either be publicly owned or serve a public function; privately owned infrastructure that is not open to the public, such as a personal residence, is not considered "infrastructure" for purposes of this requirement. In cases where the "public" nature of the infrastructure is unclear, the recipient is required to consult with the DOE Grants Officer who will render a determination.

Project means the construction, alteration, maintenance, or repair of infrastructure in the United States.

Construction Materials includes an article, material, or supply—other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives—that is, or consists primarily of:

- Non-ferrous metals;
- Plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables);
- Glass (including optic glass);
- Lumber; or
- Drywall.

Domestic content procurement preference means and refers to the same thing as "Buy America Preference."

B. Buy America Preference

None of the funds provided under this award may be used for a project for infrastructure unless:

1. All iron and steel used in the project are produced in the United States—this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;

2. All manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and

3. All construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America Preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought into the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America Preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

C. Waivers

When necessary, recipients may apply for, and DOE may grant, a waiver from the Buy America Preference requirements. Requests to waive the application of the Buy America Preference must be in writing. Waiver requests are subject to public comment periods of no less than 15 days, as well as review by the Office of Management and Budget.
Waivers must be based on one of the following justifications:

1. Applying the Buy America Preference would be inconsistent with the public interest (Public Interest);
2. The types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality (Nonavailability); or

3. The inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent (Unreasonable Cost).

Requests to waive the Buy America Preference must include the following:

- Waiver type (Public Interest, Nonavailability, or Unreasonable Cost);
- Recipient name and Unique Entity Identifier (UEI);
- A detailed justification as to how the non-domestic item(s) is/are essential the project;
- A certification that the recipient made a good faith effort to solicit bids for domestic products supported by terms included in requests for proposals, contracts, and non-proprietary communications with potential suppliers;
- Total estimated project cost, with estimated Federal share and recipient cost share breakdowns;
- Total estimated infrastructure costs, with estimated Federal share and recipient cost share breakdowns;
- A brief description of the project, its location, and the specific infrastructure involved;
- List and description of iron or steel item(s), manufactured goods, and/or construction material(s) the recipient seeks to waive from the Buy America Preference, including name, cost, country(ies) of origin, and relevant PSC and NAICS codes for each;
- A justification statement—based on one of the applicable justifications outlined above—as to why the items in question cannot be procured domestically, including the due diligence performed (e.g., market research, industry outreach) by the recipient to attempt to avoid the need for a waiver. This justification may cite, if applicable, the absence of any Buy America-compliant bids received for domestic products in response to a solicitation; and
- Anticipated impact to the project if no waiver is issued.

DOE may request, and the recipient must provide, additional information for consideration of this wavier. The Agency's final determination regarding approval or rejection of the waiver request may not be appealed.

Term 45. Davis Bacon Requirements

This Award is funded under Division D of the Bipartisan Infrastructure Law (BIL). All laborers and mechanics employed by the Recipient, subrecipients, contractors or subcontractors in the performance of construction, alteration, or repair work in excess of $2000 on an Award funded directly by or assisted in whole or in part by funds made available under this Award shall be paid wages at rates not less than those prevailing on similar projects in the locality, as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code commonly referred to as the "Davis-Bacon Act" (DBA).

By accepting this Award, the Recipient acknowledges the DBA requirements for the Award and confirms that all of the laborers and mechanics performing construction, alteration, or repair work in excess of $2000 on projects funded directly by or assisted in whole or in part by and through funding under the Award are paid or will be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by Subchapter IV of Chapter 31 of Title 40, United States Code (Davis-Bacon Act).

The Recipient must comply with all of the Davis-Bacon Act requirements, including but not limited to:

(1) ensuring that the wage determination(s) and appropriate Davis-Bacon clauses and requirements are flowed down to and incorporated into any applicable subcontracts or subrecipient awards.

(2) being responsible for compliance by any subcontractor or subrecipient with the Davis-Bacon labor standards.

(3) receiving and reviewing certified weekly payrolls submitted by all subcontractors and subrecipients for accuracy and to identify potential compliance issues.

(4) maintaining original certified weekly payrolls for 3 years after the completion of the project and must make those payrolls available to the DOE or the Department of Labor upon request, as required by 29 CFR 5.6(a)(2).

(5) conducting payroll and job-site reviews for construction work, including interviews with employees, with such frequency as may be necessary to assure compliance by its subcontractors and subrecipients and as requested or directed by the DOE.

(6) cooperating with any authorized representative of the Department of Labor in their inspection of records, interviews with employees, and other actions undertaken as part of a Department of Labor investigation.

(7) posting in a prominent and accessible place the wage determination(s) and Department of Labor Publication: WH-1321, Notice to Employees Working on Federal or Federally Assisted Construction Projects.

(8) notifying the Contracting Officer of all labor standards issues, including all complaints regarding incorrect payment of prevailing wages and/or fringe benefits, received from the recipient, subrecipient, contractor, or subcontractor employees; significant labor standards violations, as defined in 29 CFR 5.7; disputes concerning labor standards pursuant to 29 CFR parts 4, 6, and 8 and as defined in FAR 52.222-14; disputed labor standards determinations; Department of Labor investigations; or legal or judicial proceedings related to the labor standards under this Contract, a subcontract, or subrecipient award.

(9) preparing and submitting to the Contracting Officer, the Office of Management and Budget Control Number 1910-5165, Davis Bacon Semi-Annual Labor Compliance Report, by April 21 and October 21 of each year. Form submittal will be administered through the iBenefits system (https://doeibenefits2.energy.gov) or its successor system.

The Recipient must undergo Davis-Bacon Act compliance training and must maintain competency in Davis-Bacon Act compliance. The Contracting Officer will notify the Recipient of any DOE sponsored Davis-Bacon Act compliance trainings. The U.S. Department of Labor ("DOL") offers free Prevailing Wage Seminars several times a year that meet this requirement, at https://www.dol.gov/agencies/whd/government-contracts/construction/seminars/events.

For additional guidance on how to comply with the Davis-Bacon provisions and clauses, see https://www.dol.gov/agencies/whd/government-contracts/construction and https://www.dol.gov/agencies/whd/government-contracts/protections-for-workers-in-construction .

DIVISION 26 SPECIFICATIONS

SECTION 26 05 00

GENERAL ELECTRICAL REQUIREMENTS

PART 1–GENERAL

1.01 SUMMARY

A. Work includes general requirements for all electrical work.

B. Related Sections and Divisions: Applicable provisions of Division 01 shall govern Work in this section.

1.02 REFERENCES

A. ANSI/NFPA 70–National Electrical Code (NEC).

B. ANSI/IEEE C2–National Electrical Safety Code.

1.03 CONTRACT DOCUMENTS

A. Any equipment roughed in improperly and/or not positioned on implied centerlines or as dictated by good practice shall be repositioned at no cost to OWNER.

B. The Drawings are generally diagrammatic, and CONTRACTOR shall coordinate the Work so that interferences are avoided. Provide all offsets in conduit, fittings, etc., necessary to properly install the work. All offsets, fittings, etc., shall be provided without additional expense to OWNER.

C. Hazardous or classified locations, where referenced in the Specifications or on the Drawings, shall be as defined in the NEC.

1.04 REGULATORY REQUIREMENTS

A. Conform to ANSI/NFPA 70.

B. Conform to ANSI/IEEE C2.

C. The rules and regulations of the federal, state, local, and civil authorities and utility companies in force at the time of execution of the Contract shall become a part of this specification.

D. Obtain electrical permits and inspections from authority having jurisdiction. Costs for permits and inspections shall be paid by CONTRACTOR.

1.05 CODES AND ORDINANCES

A. CONTRACTOR is expected to know or to ascertain, in general and in detail, the requirements of all codes and ordinances applicable to the construction and operation of systems covered by this Contract. CONTRACTOR shall know or ascertain the rulings and

interpretations of code requirements being made by all authorities having jurisdiction over the work to be performed by them.

B. In preparing a Bid, CONTRACTOR shall include the cost of all items and procedures necessary to satisfy the requirements of all applicable codes, ordinances, and authorities, whether or not these are specifically covered by the Drawings and Specifications. All cases of apparent conflicts between the Drawings, Specifications, and codes shall be brought to ENGINEER's attention, as herein before specified. CONTRACTOR shall carry out work and complete construction as required by applicable codes and ordinances and in such a manner as to obtain approval of all authorities whose approval is required.

C. When requested by ENGINEER, CONTRACTOR shall provide written calculations to show compliance with applicable codes or the Contract Documents. This shall include, but not be limited to, conduit and wire sizing, junction and pull box fill and sizing, manhole/handhole sizing, conductor derating, and voltage drop. CONTRACTOR shall indicate calculation method used as well as compliance with applicable code, drawing, or specification.

1.06 EQUIPMENT PROVIDED UNDER OTHER DIVISIONS

A. Included in this Contract are electrical connections to equipment provided under other divisions. CONTRACTOR shall refer to final shop drawings for equipment being furnished under other divisions, for exact location of electrical equipment, and the various connections required.

1.07 ELECTRICAL DISTRIBUTION SYSTEM

A. CONTRACTOR shall instruct OWNER's representative in the operation and maintenance of all equipment. The instruction shall include a complete operating cycle on all apparatus.

B. Provide miscellaneous items for a complete and functioning system as indicated on the Drawings and specified herein.

1.08 NOISE

A. Eliminate any abnormal noises that are not considered by ENGINEER to be an inherent part of the systems as designed. Abnormal buzzing in equipment components will not be acceptable.

1.09 DRAWINGS

A. The Drawings indicate approximate locations of the various items of the electrical systems. These items are shown approximately to scale and attempt to show how these items should be integrated with building construction. Locate all the various items by on-the-job measurements in conformance with Contract Documents and cooperation with other trades.

B. Prior to locating equipment, confer with ENGINEER as to desired location in the various areas. In no case should equipment locations be determined by scaling drawings. Relocate equipment and bear cost of redoing work or other trades' work necessitated by failure to comply with this requirement.

C. In certain instances, receptacles, switches, light fixtures, or other electrical devices and equipment, etc., may be relocated. Where relocation is within 10 feet of location shown on

the Drawings, and when CONTRACTOR is informed of necessary relocation before work is begun on this portion of the job, the relocation shall be at CONTRACTOR's expense.

D. The Drawings are schematic in nature and are not intended to show exact locations of conduit, but rather to indicate distribution, circuitry, and control.

E. Where locations of future structures are shown on the Drawings, CONTRACTOR shall not route any conduit or install any materials or equipment within 30 feet of the boundaries shown.

1.10 SUBMITTALS

A. CONTRACTOR shall submit to ENGINEER for approval prior to beginning work, shop drawings on the equipment and materials proposed to be furnished and installed. See Section 01 33 00–Submittals for requirements.

B. CONTRACTOR shall, in addition, submit drawings and/or diagrams for review and for job coordination in all cases where deviation from the Contract Drawings are contemplated because of job conditions, interference or substitution of equipment, or when requested by ENGINEER for purposes of clarification of CONTRACTOR's intent. CONTRACTOR shall also submit detailed drawings, rough-in sheets, etc., for all special or custom-built items or equipment. Drawings and details under this section shall include, but not be limited to, the following, where applicable to this project:
   1. Electrical interconnection wiring diagrams; see Section 26 09 00–Controls and Instrumentation and Section 26 24 19–Motor Control.
   2. Equipment room layouts showing exact locations and arrangements of equipment, conduit, wiring, etc., and clearances.

C. These drawings and diagrams shall show applicable electrical switch and breaker sizes as well as the manufacturer's name and catalog number for each piece of equipment used.

D. Equipment and material submittals must show sufficient data to indicate complete compliance with Contract Documents as follows:
   1. Proper sizes and capacities.
   2. That the item will fit in the available space in the manner that will allow proper service. Provide plan view and elevations of all electrical equipment showing equipment layouts and clearances.
   3. Construction materials and finishes.

E. When the manufacturer's reference numbers are different from those specified, provide correct cross-reference number for each item. The shop drawings shall be clearly marked and noted accordingly.

F. When equipment and items specified include accessories, parts, and additional items under one designation, shop drawings shall be complete and include all components.

G. See additional requirements of shop drawings under Division 01–General Requirements.

PART 2–PRODUCTS

2.01 STANDARD PRODUCTS

A. All equipment and products shall be of new manufacture per applicable specifications.

B. All equipment shall be UL and NEMA approved.

C. Unless specified otherwise, major distribution equipment such as VFDs, SPD, etc., shall each be by the same manufacturer.

D. All equipment and wiring shall be selected and installed for conditions in which it will perform (e.g., general purpose, weatherproof, raintight, explosionproof, dustproof, or any other special type).

2.02 SUBSTITUTION OF MATERIALS AND EQUIPMENT

A. While it is not the intention of OWNER to discriminate against any manufacturer of equipment which may be equivalent to specified equipment, a strict interpretation of such equivalency will be exercised in considering any equipment offered as a substitute for specified equipment. CONTRACTOR shall submit with each request for approval of substitute material or equipment sufficient data to show conclusively that it is equivalent to that specified in the following respects:
   1. Performance:
      a. Capacity at conditions and operating speeds scheduled shall be equal to or greater than that of the specified equipment.
      b. Energy consumption at the point of rating shall not exceed that of the specified equipment.
      c. Vibration and noise production at the point of rating shall not exceed that of the specified equipment.
   2. Materials of construction.
   3. Gauges, weights, and sizes of all portions and component parts.
   4. Design arrangements, methods of construction, and workmanship.
   5. Coatings, finishes, and durability of wearing parts.
   6. National reputation of the manufacturer as a producer of first quality equipment of the type under consideration.
   7. Availability of prompt, reliable, and efficient service facilities franchised by or affiliated with the equipment manufacturer. This shall include the maintenance of local stocks of critical replacement parts equal to those maintained for the specified equipment.

B. Requests for substitution shall include CONTRACTOR’s reason for the request.

C. If ENGINEER does not consider the items equivalent to those specified, CONTRACTOR shall provide those specified.

2.03 LOW-VOLTAGE WIRING (LESS THAN 100 VOLTS)

A. Low-voltage wiring specified in this section shall be applicable to all systems installed that utilize low-voltage wiring where such wiring is not specified in other technical sections.

B. All wiring shall have copper conductors with 300-volt insulation rating and meet the requirements of NEC Article 725.

C. All conductors must be suitable for the application intended. Conductors 16 AWG and larger shall be stranded. Conductors 18 AWG and smaller may be solid or stranded.

D. Control Cable for Class 1 Remote Control and Signal Circuits: Individual conductors twisted together, shielded, and covered with an overall PVC jacket. Cable shall be UL listed, temperature rated, and plenum or nonplenum rated for the application as required in the National Electrical Code.

E. Control Cable for Class 2 or Class 3 Remote Control and Signal Circuits shall be constructed, UL listed, temperature rated, and plenum or nonplenum rated for the application as required in the NEC Article 725.

PART 3–EXECUTION

3.01 CONTINUITY OF SERVICE

A. CONTRACTOR shall provide and maintain continuous services (power, controls, alarms, etc.) during the entire construction period.

B. No service shall be interrupted or changed without permission from OWNER. Written permission shall be obtained before any work is started.

C. When interruption of service is required, all persons concerned shall be notified and a prearranged time agreed upon. Notice shall be a minimum of 72 hours prior to the interruption.

3.02 CLEANUP AND REMOVAL OF RUBBISH

A. All lighting and appliance panelboards, switchboards, MCCs, VFD enclosures, motor starter and disconnect switch enclosures, junction boxes, and pullboxes shall be cleaned of debris and wires neatly arranged with surplus length cut off before installation of covers.

B. Equipment shall be thoroughly cleaned of all stains, paint spots, dirt, and dust. All temporary labels not used for instruction or operation shall be removed.

3.03 CONCRETE WORK

A. All cast-in-place concrete for new electrical equipment bases shown on the Drawings shall be provided by CONTRACTOR, except where specifically noted to be provided by others. All new equipment shall be set on 3 1/2-inch minimum leveling slabs including MCCs, free-standing enclosures, switchgear, etc. Pads shall be 3 inches larger than equipment being supported.

B. Concrete shall be minimum six bag per cubic yard, 4,000 psi at 28 days, 4% to 7% air-entrained, cast-in-place concrete. Slump range shall be between 2 inches and 4 inches with a maximum of 5 gallons of water per bag of cement. All concrete work shall conform to all requirements of ACI 301. Reinforcing shall be ASTM A615 grade 60.

C. Provide all anchor bolts, metal shapes, and templates to be cast in concrete or used to form concrete for support of electrical equipment.

3.04 PAINTING

A. All painting of electrical equipment shall be done by CONTRACTOR unless equipment is specified to be furnished with factory-applied finish coats.

B. All electrical equipment shall be provided with factory-applied prime finish, unless otherwise specified.

C. If the factory finish on any equipment furnished by CONTRACTOR is damaged in shipment or during construction, the equipment shall be refinished by CONTRACTOR.

D. One can of touch-up paint shall be provided for each different color factory finish which is to be the final finished surface of the product.

3.05 CAULKING

A. Caulk with a caulking sealant where indicated on the electrical drawings or hereinafter specified.

B. Caulking sealant shall be silicone construction sealant as manufactured by General Electric or two-part polysulfide conforming to the requirements and bearing the seal of the Thiokol Chemical Corporation.

C. Caulking sealant shall contain no acid or ingredients that will stain stone, corrode metal, or have injurious effect on painting. It shall be colored to match adjacent surroundings.

3.06 BUILDING ACCESS

A. CONTRACTOR shall arrange for the necessary openings in the building to allow for admittance of all apparatus.

B. When the installation requires openings and access through existing construction and the openings are not provided, CONTRACTOR shall provide the necessary openings.

3.07 COORDINATION

A. Provide wiring for all motors and all electrically powered or electrically controlled equipment.

B. All starters, VFDs, disconnects, relays, wire, conduit, push buttons, pilot lights, and other devices for the power and control of motors or electrical equipment shall be provided by CONTRACTOR except as specifically noted elsewhere in these specifications or on the Drawings.

C. Where starters, VFDs, or other devices are provided by others, they shall be connected and wired by CONTRACTOR.

D. CONTRACTOR’s drawings and specifications shall show number and horsepower rating of all motors furnished, together with their actuating devices. Should any change in size, horsepower rating, or means of control be made to any motor or other electrical equipment after the Contract is awarded, any additional costs because of these changes shall be the responsibility of CONTRACTOR.

E. All motors shall be provided for starting in accordance with local utility requirements and shall be compatible with starters or VFDs as specified herein or under the various trades' sections of these specifications.

F. CONTRACTOR shall provide all line voltage power and control wiring (100 volts and above), including temperature control wiring for operation, control, and supervision of all motorized equipment, including wiring between motor starters, VFDs, and control devices as specified herein and as shown on the Drawings. Low-voltage control wiring (below 100 volts) shall be provided by CONTRACTOR supplying the equipment that has low-voltage wiring, unless otherwise noted. CONTRACTOR shall provide raceways for all low-voltage wiring.

G. CONTRACTOR shall connect and wire all apparatus according to approved wiring diagrams furnished by the various trades.

H. Motors 1/2 hp and larger shall be NEMA rated 460 volts, three-phase, 60 Hz, unless otherwise shown. Motors 1/3 hp and below shall be 115 volts, single-phase, 60 Hz, unless otherwise shown.

3.08 EQUIPMENT ACCESS AND LOCATION

A. CONTRACTOR shall coordinate work of this division with that of other divisions so that all systems, equipment, and other components of the building will be installed at the proper time, will fit the available space, and will allow proper service access to those items requiring maintenance. This means adequate access to all equipment not just that installed under this division. Any components for the electrical systems that are installed without regard to the above shall be removed and relocated as required to provide adequate access at CONTRACTOR's expense.

B. Where various items of equipment and materials are specified and scheduled, the purpose is to define the general type and quality level, not to set forth the exact trim to fit the various types of ceiling, wall, or floor finishes. Provide materials that will fit properly the types of finishes actually installed.

C. All equipment, junction and pull boxes, and accessories shall be installed to permit access to equipment for maintenance. Any relocation of conduits, equipment, or accessories to provide maintenance access shall be accomplished by CONTRACTOR at no additional cost.

D. Electrical equipment, devices, instruments, hardware, etc., shall be installed with ample space allowed for removal, repair, calibration or changes to the equipment. Ready accessibility to equipment and wiring shall be provided without moving other equipment that is to be installed or that is already in place.

E. Locate electrical outlets and equipment to fit the details, panels, decorating, or finish of the space. ENGINEER shall reserve the right to make minor position changes of the outlets before the work has been installed. Verify door swings before installing room lighting switch boxes, and install boxes on the latch side of door unless noted otherwise.

3.09 WORKMANSHIP

A. All work shall be performed in compliance with the NEC.

B. Install work using procedures defined in NECA Standard of Installation.

C. Location of process equipment as shown on the Drawings is approximate.

D. Utilization equipment and control devices required under these specifications shall be mounted in a code-approved manner.

E. Locations of utilization equipment and control devices as shown on the Drawings are within 10 feet of actual positions. Any mounting of this equipment within this 10-foot distance shall be performed at no additional cost to OWNER.

F. Unless otherwise noted, conduit shall be fastened to building structure or equipment framework and not placed on the floor.

G. Where materials, equipment apparatus, or other products are specified by manufacturer, brand name, and type or catalog number, such designation is to establish standards of desired quality and style and shall be the basis of the Bid.

H. Materials and equipment of the types for which there are National Board of Fire Underwriters Laboratories (UL) listings shall be so labeled and shall be used by CONTRACTOR.

3.10 AREA CLASSIFICATION

A. Where referenced herein, damp and wet locations shall include, but not be limited to, all NEMA 4X areas, structures and areas below grade, and exterior locations.

3.11 MODIFICATIONS TO EXISTING CONSTRUCTION

A. Alterations:
   1. Alter, extend, and reconnect conduits as necessary.
   2. Reconnect existing conduits that were reused, cut, or exposed because of construction as quickly as possible.
   3. Where wiring is involved, new wires shall be “pulled in” between the nearest available accessible reused outlets to the extent allowed by the governing code.
   4. Provide new conduits for wires if they cannot be “pulled in” to existing conduits.
   5. All new conduits, wiring, and electrical items shall be connected to the existing systems so as to function as a complete unit.
   6. Where existing electrical equipment, devices, fixtures, electrically operated items, etc., interfere with any remodeling work, they shall be removed and reinstalled in another location to avoid such interferences. All existing and relocated equipment shall be left in good operating condition.

B. CONTRACTOR shall remove all electrical equipment, conduit, and wiring associated with the structures, equipment, and control systems specified herein and/or shown on the Drawings to be removed.

C. Include in Bid removal of existing electrical material and equipment as specified hereinafter, as noted on the Drawings, or as needed by field conditions.

D. Provide stainless steel cover plates for all existing recessed outlet and junction boxes not being reused. Seal or cap all existing conduit penetrations not being reused.

END OF SECTION

SECTION 26 05 19

WIRE

PART 1–GENERAL

1.01 SUMMARY

A. Work Included:
   1. Wire.
   2. Wiring Connections and Terminations.
   3. Terminal Blocks and Accessories.

B. Related Sections and Divisions: Applicable provisions of Division 01 shall govern work in this section.

1.02 QUALITY ASSURANCE

A. Manufacturers of Wire: Firms regularly engaged in the manufacture of electrical wire products of the types and ratings needed whose products have been in satisfactory use in similar service for not less than 5 years.

B. Installer: A firm with at least 5 years of successful installation experience on projects with electrical wiring installation work similar to that in this project.

C. Code Compliance: Comply with National Electrical Code (NFPA 70) and any and all local codes as applicable to construction and installation of electrical wiring devices, material, and equipment herein specified.

D. UL Labels: Provide electrical material, which has been listed and labeled by Underwriters Laboratories.

E. NECA Standard: Comply with applicable portions of National Electrical Contractor's Association's "Standard of Installation."

1.03 SUBMITTALS

A. Submit shop drawings and product data under the provisions of Section 01 33 00–Submittals.

B. Submit shop drawings for wiring system including layout of distribution devices, branch circuit conduit and cables, circuiting arrangement, and outlet devices.

C. Submit manufacturer's instructions.

1.04 PRODUCT DELIVERY, STORAGE, AND HANDLING

A. Provide factory-wrapped, waterproof, flexible-barrier material for covering wire on wood reels, where applicable, and weather-resistant fiberboard containers for factory-packaging

of wire, connectors, outlets, boxes, lamps, fuses, etc., to protect against physical damage in transit. Do not install damaged wire or other material; remove from project site.

B. Store wire and other material in factory-installed coverings in a clean, dry, indoor space which provides protection against the weather.

PART 2–PRODUCTS

2.01 WIRE

A. All wire for permanent installation shall be new stranded copper delivered to project in unopened cartons or reels, except where specifically noted and be UL listed for the use intended. No wire smaller than 12 AWG shall be used unless specifically noted. The use of multiconductor cable is not allowed.

B. Motor circuit branch wiring and associated control wiring:
   1. Insulation type shall be THHN (indoors, nonVFD application).
   2. Minimum size for motor control wiring shall be 14 AWG.
   3. Control wiring for supervisory equipment shall be shielded, sized per equipment manufacturer's recommendations, or as shown on Drawings.

C. All power wiring to motors utilizing Variable Frequency Drives (VFDs) shall be type XHHW-2, unless otherwise noted.

D. All wiring within control panels, supervisory control centers, and motor control centers that does not extend outside of the enclosure or the motor control center bucket shall be insulation-type MTW, minimum size 16 AWG.

E. Wiring in dry locations shall be THHN. Wiring in damp and wet locations shall be XHHW-2.

F. Refer to Section 26 05 53–Electrical Identification for required wire insulation color coding and conductor labeling requirements. Initial phase color shall be used throughout the run, even for switch legs. Colors must meet code requirements for each class voltage. Do not duplicate colors, including neutral, on different voltages.

G. Branch circuit wiring for exit lights, emergency lights, and exterior lights in excess of 75 feet shall be minimum 10 AWG. Circuits 150 feet or over shall be sized for a maximum 2% voltage drop.

2.02 WIRING CONNECTIONS AND TERMINATIONS

A. Provide crimp type UL or ETL listed terminations for 6 AWG and smaller stranded conductor connections to electrical devices and equipment such as receptacles, switches, and terminal strips. Crimp devices shall be Sta-kon, or equal.

B. Provide insulated, silicone-filled spring wire connectors with plastic caps for 8 AWG conductors and smaller. Connectors shall be King Silicone-Filled Safety Connectors, or equal. Spring wire connectors shall only be allowed in junction, outlet, or switch boxes. Spring wire connectors are not allowed for terminating motor conductors.

C. All feeder cable connections to motor leads up to 600 volts shall be insulated and sealed with factory-engineered kits. Motor connection kits shall consist of one-hole copper compression lugs for 6 AWG and larger, split-bolt connector for 8 AWG and smaller, and motor-lead pigtail splice kit. Individual components shall be as follows:
   1. Split-bolt connectors shall be for use with copper conductors only.
   2. One-hole copper compression lugs shall be as manufactured by 3M, or equal, 30000 series. Lug size shall be selected based on motor and feeder wire sizes installed.
   3. Pigtail splice kit shall consist of one-hole lug cover, silicone grease, and mastic sealing strip. Pigtail splice kit shall have locking pins for conductors 2 AWG and larger. Kit shall be as manufactured by 3M, or equal, 5300 series, and be selected based on motor, feeder, and lug sizes installed.

D. No splices will be allowed unless reviewed by ENGINEER. Where allowed, provide in-line splices for all conductor connections, 6 AWG and larger. Splice compression connectors for installation above grade shall be UL listed in-line copper barrel-type as manufactured by Burndy Type YS-TC, or equal, with heat shrink tubing to match the conductor size. Splice compression connectors for installation below grade shall be UL listed in-line copper barrel-type as manufactured by Burndy Type YS, or equal, with heat shrink tubing to match the conductor size. Splice compression shall be made with a manufacturer-recommended crimp tool.

E. Above-ground reducing adapters shall be UL listed in-line copper barrel reducers as manufactured by Burndy Type YSR-TC, or equal, with heat shrink tubing to match the conductor size.

F. Heat shrink tubing for splices and reducing adapters shall be UL listed, heavy wall type as manufactured by Burndy Type HS-H-PF, or equal, to match the conductor size.

2.03 TERMINAL BLOCKS AND ACCESSORIES

A. Terminal Blocks: ANSI/NEMA ICS 4: UL listed or UL recognized under UL 467, UL 486E, UL1059, and UL 1953 (power terminals only).

B. Power Terminal Blocks: Unit construction type, closed-back type, with tubular pressure screw connectors, rated 600 volts as manufactured by Allen-Bradley 1492-PDL, or equal.

C. 600-Volt Fuse Holders: Fuse holders for circuits rated up to 30 amps and 600 volts AC shall be finger safe, UL Listed, DIN-rail mountable, and shall include blown-fuse indicating lights. Fuse holders shall be as manufactured by Allen-Bradley Bulletin 1492-FB, or equal.

D. Signal and Control Terminal Blocks:
   1. General-Purpose Terminal Blocks:
      a. Terminal blocks shall be rated up to 600 volts AC/DC.
      b. Terminal blocks shall accept center-mounted jumper bars without increasing the installed space.
      c. Terminal blocks shall be Allen-Bradley Bulletin 1492-J, or equal.
      d. Terminal block color shall be gray.
   2. Grounding Terminal Blocks:
      a. Terminal blocks shall be Allen-Bradley Bulletin 1492-JG, or equal.
      b. Terminal block color shall be green/yellow.

3. Disconnect-type Terminal Blocks (300-Volt Class):
   a. Terminal blocks shall be feed-through type with a knife-blade disconnect.
   b. Terminal blocks shall be Allen-Bradley Bulletin 1492-JKD, or equal, depending on the application.
   c. Terminal block color shall be gray.
4. Fuse-type Terminal Blocks with Indicator (300-Volt Class):
   a. Terminal blocks for applications from 100 to 300 volts AC shall be Allen-Bradley Bulletin 1492-H4, or equal, with neon blown-fuse indicator.
   b. Terminal blocks for applications from 10 to 50 volts AC/DC shall be Allen-Bradley Bulletin 1492-H5, or equal, with LED blown-fuse indicator.
   c. Terminal block color shall be black.
5. Terminal Blocks for Power Meters and Current Transformers: Provide test-disconnect terminal blocks for disconnecting, shorting, and testing current transformers and for disconnecting and testing voltage sensing inputs. Provide test-disconnect terminals for individual current transformer or voltage sensing installations, and provide a group of terminals for all current transformer and voltage sensing inputs for each power meter installation.
   a. Provide a pair of terminal blocks for each current transformer including one feed-through terminal block, one sliding disconnect terminal block with a cross-connection short-circuit slider. The pair of terminal blocks shall include the following:
      (1) Feed-through terminal block shall be Weidmüller Model WTD 6/1 EN, or equal.
      (2) Sliding disconnect terminal block shall be Weidmüller Model WTL 6/1 EN, or equal.
      (3) Short-circuit slider shall be Weidmüller Model WKS 2/2, or equal. The short-circuit slider shall cover the terminal block conductor screws on the meter-side of the terminal blocks when in the non-shorting position, and expose the terminal block conductor screws when slid into the shorting position.
      (4) Provide two cross-connection sliders Weidmüller Model STB, or equal, with connecting sleeves Weidmüller Model VH, or equal. Provide one slider fixing screw Weidmüller Model BS, or equal. Connecting sleeves and fixing screws shall be color coded for each current transformer.
   b. Provide disconnecting terminal blocks for each voltage sensing and neutral connection. The terminal blocks shall include the following:
      (1) Sliding disconnect terminal block shall be Weidmüller Model WTL 6/1 EN, or equal.
      (2) Provide one cross-connection slider Weidmüller Model STB, or equal, with connecting sleeve Weidmüller Model VH, or equal, for each voltage sensing and neutral connection terminal block. Provide one slider fixing screw Weidmüller Model BS, or equal. The neutral connecting sleeve shall be a different color than the voltage sensing connecting sleeves.
   c. Terminal block colors shall be gray. Provide end plates and end brackets as required to complete the test-disconnect terminal block assembly.
6. Terminal blocks shall have self-locking screw compression clamps rated for the size of conductors being terminated and upstream overcurrent protection for each application.
7. The same manufacturer and style of terminal block shall be used throughout the entire project for all applications.
8. Terminal blocks shall have tin-plated copper current bars and tin-plated steel screws. Terminal housings shall be completely finger safe from all live circuits and be constructed of self-extinguishing material with minimum UL 94-V0 flammability rating.

9. Terminal blocks shall accept pre-printed, snap-in labeling cards on both sides without increasing the installed space. Provide terminal block manufacturer's end barriers and screw-type retainers for all terminal block groupings.
10. Terminal blocks shall mount on standard DIN rail and shall be able to be removed without removing adjacent terminal blocks.
11. Multi-level terminal blocks and stacked, single-level terminal block installations are not acceptable.

E. Refer to Section 26 05 53–Electrical Identification for terminal block labeling requirements.

PART 3–EXECUTION

3.01 GENERAL WIRING METHODS

A. Install electrical wire and connectors in accordance with the manufacturer's written instructions, applicable requirements of the NEC, the National Electrical Contractors Association's "Standard of Installation," and in accordance with recognized industry practices so that products serve the intended functions. Use appropriate wiring methods and materials for the equipment or environment.

B. Stranded conductors shall be terminated using crimp-type devices specified herein. Conductors may not be wrapped around a terminal screw.

C. Place an equal number of conductors for each phase of a circuit in the same raceway.

D. Torque conductor connections and terminations with calibrated torque wrench to manufacturer's recommended values. Provide permanent marking on lug, bolt, nut, or connection for conductors larger than 4 AWG.

E. Splice only in junction or outlet boxes. Splicing is not allowed in disconnects, motor control centers, panelboards, control panels, equipment, etc. Avoid splices between terminals of interconnecting power and control wiring.

F. Spring wire connectors shall only be used in junction, outlet, or switch boxes. Equipment wireways (e.g., motor control centers, panelboards, disconnects, etc.), and control panels shall not have any spring-wire connectors installed; all terminations shall be on terminal strips.

G. Neatly train, lace, and tie wrap all wiring inside boxes, equipment, control panels, MCCs, and panelboards.

H. Make conductor lengths for parallel circuits equal.

I. The same color shall be used for each numbered wire throughout its entire length.

J. Terminate all wiring on terminal blocks in control panels, VFD enclosures, starter cubicles, and similar equipment. This shall include all spare or unused wires.

K. Provide a dedicated neutral for each branch circuit or feeder requiring a neutral. Ampacity of neutral conductor shall match that of the branch circuit or feeder.

L. Do not use a pulling means that can damage the raceway.

M. Signal wiring (below 100 volts) must be in a conduit separate from power and/or control wiring (over 100 volts). Signal wire shall include, but not be limited to, loop-powered devices, voice and data communications, and communication wiring (i.e., Ethernet, serial, etc.). Analog wiring shall be in a conduit separate from all other wiring.

N. Control wiring (e.g., internal thermal overloads, lockout stops, etc.) to motors utilizing VFDs shall be in a conduit separate from motor power wiring.

O. Provide junction or pull boxes to facilitate the “pulling in” of wires or to make necessary connections. All raceways and apparatus shall be thoroughly blown out and cleaned of foreign matter prior to pulling in wires.

P. Thoroughly clean wires before installing lugs and connectors.

Q. Make splices, taps, and terminations to carry full capacity of conductors without perceptible temperature rise.

R. Terminate spare conductors within equipment, MCCs, control panels, etc., on terminal strips and label as “SPARE.” Spare wiring in pull or junction boxes may be terminated with electrical tape and labeled as “SPARE.” All spare conductor labels shall indicate where the conductors terminate. Refer to Section 26 05 53–Electrical Identification, for additional requirements.

S. Feeder connections to motors shall be installed within the motor junction box utilizing factory engineered kits as specified herein. Spring wire connectors are not allowed for connections to motors.

3.02 GENERAL LOW-VOLTAGE WIRING METHODS (LESS THAN 100 VOLTS)

A. Low-voltage wiring installation requirements specified herein shall be applicable to all systems installed that utilize low-voltage wiring where such wiring installation is not specified in other technical sections.

B. Low-voltage wiring shall be installed in conduit.

C. Control wiring for lighting equipment shall be installed in conduit.

D. Do not use wire smaller than 14 AWG for control wiring greater than 60 volts, or 18 AWG for voltages less than 60 volts. All sizes subject to NEC 725 requirements.

E. Low-voltage cable splices shall only be allowed in junction boxes.

3.03 LOW-VOLTAGE CABLE FREE-AIR CABLE INSTALLATION

A. Free-air cabling may be installed above suspended ceilings and cabling shall be installed parallel and perpendicular to the structure. Raceways shall be provided in wall cavities and chases with nylon bushings at each conduit end.

B. Cabling shall be supported at a maximum of 5-foot intervals utilizing J-hook-type supports anchored to ceiling concrete, piping supports, or structural steel beams. Maximum fill for supports shall be 50%. Cable sag at midspan shall not exceed 12 inches. Mounting hooks shall be installed to maintain NEC-required minimum cable bending radii.

C. Cabling shall not be attached to, or supported by, existing cabling, plumbing or steam piping, ductwork, suspended ceiling supports or electrical conduit. Cabling shall not be laid directly on the ceiling grid or woven through building structural members.

D. To reduce or eliminate Electro-Magnetic Interference (EMI), the following minimum separation distances for 'Free-Air' cabling installations shall be adhered to:
   1. Twelve inches from power lines of less than 5 kV.
   2. Forty-eight inches from power lines of 5 kV or greater.
   3. Eighteen inches from lighting fixtures.
   4. Forty-eight inches from transformers and motors.

E. A coil of 2 feet in each cable shall be placed in the ceiling at each 'free-air' wired device. These coils shall be secured (wire tied) at the last cable support before the cable reaches the device and shall be coiled from 100% to 200% of the cable recommended minimum bend radius.

F. Splices for low-voltage devices, including devices installed through suspended ceiling tiles, or free-air cabling installed in suspended ceilings shall be made in junction boxes. Junction boxes shall be supported as specified in Section 26 05 35–Boxes.

G. All cable shall be free of tension at both ends. Nylon strain relief connectors shall be provided at each device and junction box where cables enter.

H. Care shall be taken when using cable ties so that they are not overtightened compressing the cable jacket.

I. All exposed vertical cable extensions to devices located below the finished ceiling shall be in conduit.

3.04 WIRING INSTALLATION IN RACEWAYS

A. Pull all conductors into a raceway at the same time. Use UL-listed wire-pulling lubricant for pulling 4 AWG and larger wires. Wax-based pulling lubricant is not allowed unless it includes a Teflon additive.

B. Install wire in raceway after interior of building is enclosed, watertight, and dry, and all mechanical work likely to injure conductors has been completed.

C. Completely and thoroughly swab raceway system before installing conductors.

D. Conductors No. 6 AWG and larger shall be pulled into conduits by hand or by utilizing a tugger with built-in tension meter. Other motorized machines of any type are not allowed for any wire pulling. CONTRACTOR shall provide a report to ENGINEER for each pull indicating maximum tension reached during the pull along with manufacturer's maximum pulling tension.

E. Conductors shall be installed in conduit system in such a manner that insulation is not damaged, conductors are not overstressed in pulling, and walls are not damaged. No splices are permitted except in junction boxes or outlet boxes.

F. CONTRACTOR shall observe code limitation on the number and size of wires in an outlet box. CONTRACTOR shall either lay out work so that the wires do not exceed the particular box limitation or provide larger boxes approved for additional capacity.

G. Panel riser feeder conductors shall be identified with colored tape at panel lugs. The same phase relation shall be maintained throughout.

H. Circuiting is indicated diagrammatically on the Drawings.

3.05 TERMINAL BLOCK INSTALLATION

A. A maximum of one conductor shall be installed on the field-wired side of each terminal block. If rated to accept more than one conductor, a maximum of two conductors shall be installed on the enclosure-wired side of each terminal block. Provide additional terminal blocks and shorting jumpers as required.

B. Provide a separate ground-type terminal block for each shielded-cable drain conductor.

C. Provide ten percent spare terminal blocks for each type of connected terminal block, minimum five spare terminal blocks total. For each grouping of terminal blocks, provide 25% spare DIN rail space.

D. Maintain a minimum of 1 1/2 inches between terminal blocks and adjacent devices and enclosure wireways.

E. For current transformer shorting terminal blocks, the short-circuit slider shall cover the terminal block conductor screws on the meter-side of the terminal blocks when in the non-shorting position, and expose the terminal block conductor screws when slid into the shorting position.

3.06 FIELD QUALITY CONTROL

A. Inspect wire for physical damage and proper connection.

B. Prior to energizing, check conduit, raceways, outlet boxes, and wire for continuity of circuitry and for short circuits. Correct malfunction when detected.

C. Subsequent to wire hookups, energize circuitry and demonstrate functionality in accordance with these specifications.

D. Perform continuity test on all power and equipment branch circuit conductors. Verify proper phasing connections.

E. Perform field inspection and testing according to provisions of this section.

3.07 ACCEPTANCE TESTS

A. CONTRACTOR shall furnish all materials, labor, and equipment necessary for the acceptance tests specified herein. Acceptance tests shall be performed in the presence of OWNER or OWNER's representative and must be passed before final acceptance of the work.

B. CONTRACTOR shall be responsible for powered tests of each field-installed device unless specifically noted otherwise. CONTRACTOR shall be responsible for device operation as powered from its power source and signals as received at the I/O modules.

C. Operation Test: By operational testing, OWNER will give final acceptance of the wiring system when all of the wiring is considered a complete system. All equipment shall function and operate in the proper manner as indicated in the details of the specifications and on the Drawings. All motors shall be properly connected to protective devices, and motor rotation shall be in the correct direction.

D. Individually test 600-volt cables, #4/0 AWG and larger diameter, for insulation resistance between phases and from each phase to ground. Test with a Megger whose rating is suitable for the tested circuit after cables are installed and before they are put into service. Tests shall meet the applicable specifications of ICEA S-95-658 and NEMA WC70. Tests shall be witnessed by ENGINEER. The insulation resistance for any given conductor shall not be less than the value recommended by the ICEA, or a minimum of one megohm for 600-volt and less service, if not ICEA listed. Any cable not conforming to the recommended value or that fails when tested under full load conditions, shall be replaced with a new cable for the full length.

E. A written record of performance tests on electrical and control and instrumentation systems and equipment shall be supplied to OWNER. Such tests shall show compliance with governing codes.

F. Provide a thermographic survey of all power equipment associated with the HSP2 equipment upgrades, including the terminations within the MCC-B feeder section, the HSP2 VFD cabinet, the HSP2 motor junction box, and any termination boxes in the HSP2 power cable route. Survey shall be performed in accordance with ASTM 1934-99a with full load on HSP2 for no less than 60 minutes or as otherwise directed by OWNER. The thermographic survey shall meet the following requirements:
   1. Submit two bound copies of the survey. Provide two USB flash drives with the survey in PDF format and Word format. The flash drives shall also contain all of the thermal and visible-light image files for each and every device surveyed.
   2. Organize and submit the report with the following sections. Below are minimum requirements.
      a. Project-specific information, such as OWNER's name, facility name, and address of the facility.
      b. Manufacturer, model, and serial number of equipment used, as well as maintenance records for the equipment.
      c. Date the survey and report were completed.
      d. Purpose of the report.
      e. General and specific procedures followed.
      f. Table of results.
      g. Recommendations.

3. Survey shall include an appendix containing the thermal image and corresponding visible-light image for each device surveyed.

3.08 WIRE INSTALLATION SCHEDULE

A. Install all wiring in raceways except as otherwise noted. This includes all low-voltage wiring such as instruments, network, etc.

END OF SECTION

SECTION 26 05 23

INSTRUMENT AND COMMUNICATION WIRE AND CABLE

PART 1–GENERAL

1.01 SUMMARY

A. Work Included: This specification contains the requirements for instrument wire and cable as opposed to electrical power wire and cable.

B. Related Sections and Divisions: Applicable provisions of Division 01 shall govern work in this section.

1.02 QUALITY ASSURANCE

A. Standards: Comply with standards specified in this section as listed in Division 01.

B. Qualifications of Installers: Workers who are thoroughly trained and experienced in the necessary crafts, and who are completely familiar with the specified requirements and the methods needed for proper performance of the work.

1.03 PRODUCT HANDLING

A. Instrument cable shall be furnished in lengths as necessary.

B. Reels, coils, or package rolls of instrument cable shall be identified with the project name and other tagging identification as called for.

1.04 SUBMITTALS

A. Submit shop drawings and product data in accordance with provisions of Section 01 33 00–Submittals.

B. Submit an electronic copy of the fiber optic cable testing report.

C. Furnish three hard copies and one electronic copy of the final approved fiber optic cable test report to OWNER.

1.05 QUALIFICATIONS

A. CONTRACTOR shall have at least 10 years of experience in the installation of similar systems. CONTRACTOR shall provide documentation upon request to certify that all assigned staff have attended training courses corresponding to the type of cabling and equipment specified herein.

B. CONTRACTOR shall currently be licensed to install low voltage electronic cabling systems in the state of the project.

C. CONTRACTOR shall currently meet all manufacturer’s requirements for the provision and installation of all equipment specified herein.

PART 2–PRODUCTS

2.01 SHIELDED PAIR CABLING FOR ELECTRONIC INSTRUMENTS

A. Shielded cabling shall have stranded, tinned-copper conductors, No. 16 AWG, twisted with 2-inch lay.

B. Insulation of conductors shall be 15 mil, 90°C minimum PVC, rated for 300 volts. Materials shall equal or exceed UL 13 requirements for physical properties.

C. Color coding shall be manufacturer's standard or as stated.

D. The outer jacket shall be flame-retardant and weather- and ultraviolet-resistant PVC, 35 mils thick for shielded pair cables and 42 mils thick for shielded triad cables, with an 80°C minimum rating. The outer jacket shall contain a ripcord and shall equal or exceed the requirements of UL 1277. Cable shall be UL labeled as power-limited circuit cable.

E. A 100% coverage shield shall be applied over the insulated conductors. The shield shall consist of a 0.85 mil minimum thickness aluminum mylar tape. A stranded, tinned-copper drain wire shall be furnished in continuous electrical contact with the shield.

F. Single-pair shielded cables installed in above-grade conduits shall be Belden 9316, or equal.

G. Single-pair shielded cables installed in below-grade conduits shall be Belden 9342, or equal.

2.02 INDUSTRIAL ETHERNET CABLE

A. 600-Volt Rated Shielded Cable:
   1. For communication with plant SCADA Systems and equipment in supervisory control centers, motor control centers, switchgear, switchboards, control panels, etc., over 300 volts, and other areas or raceways with power wiring over 300 volts, provide 600-volt-rated, 4-pair, shielded (F/UTP), twisted-pair cables. Transmission characteristics of the cables shall meet full Category 6 performance criteria as defined by the ANSI/TIA-568.2-D standard.
   2. Cable conductors shall be minimum 23 AWG with PVC jacket and aluminum foil shield with 100% coverage. The cable outer jacket shall be industrial-grade PVC with a maximum overall cable diameter of 0.34 inch. Cable shall be CMR rated, UL listed, 600 V UL AWM rated, and be Belden 7953A or equal.
   3. Cable jacket color shall be red.
   4. Provide a shielded RJ45 connector on one end of each cable and an unshielded RJ45 connector on the other end of each cable.

B. 300-Volt Rated Shielded Cable:
   1. For communication with plant SCADA Systems and equipment in supervisory control centers, motor control centers, switchgear, switchboards, control panels, etc., under 300 volts, and other areas or raceways with power wiring under 300 volts, provide 300 volt-rated, 4-pair, shielded (F/UTP), twisted-pair cables. Transmission characteristics of the cables shall meet full Category 6 performance criteria as defined by the ANSI/TIA-568-C.2 standard.

2. Cable conductors shall be minimum 23 AWG with PVC jacket and aluminum foil shield with 100% coverage. The cable outer jacket shall be industrial-grade PVC with a maximum overall cable diameter of 0.29 inch. Cable shall be CMR rated, UL listed, and shall be CommScope 1271B, or equal.
3. Cable jacket color shall be slate.
4. Provide a shielded RJ45 connector on one end of each cable and an unshielded RJ45 connector on the other end of each cable.

C. Below-Grade 300-Volt Rated Shielded Cable:
1. Communication cables routed in underground conduit and raceways with power wiring under 300 volts shall be 300 volt-rated, 4-pair, shielded (F/UTP), twisted-pair cables. Transmission characteristics of the cables shall meet full Category 6 performance criteria as defined by the ANSI/TIA-568-C.2 standard.
2. Cable conductors shall be minimum 23 AWG with polyolefin jacket and aluminum foil shield with 100% coverage. The cable outer jacket shall be OSP-grade polyethylene. Cable shall be OSP-rated, UL-listed, and shall be Superior Essex Model 04-001-64, or equal.
3. Cable jacket color shall be black.
4. Provide a shielded RJ45 connector on one end of each cable and an unshielded RJ45 connector on the other end of each cable.

PART 3–EXECUTION

3.01 INSTALLATION REQUIREMENTS AND SPECIAL CONSIDERATIONS

A. Shielded pair and industrial Ethernet cabling specified in this section shall be installed in conduit, and may not be run free-air or in nonmetallic tubing such as innerduct.

B. Individual lead wires and/or multipair cables used in “emergency” or “critical” service shall normally be installed in underground electrical duct banks.

3.02 GROUNDING

A. The shielded connection for shielded network cabling shall be connected at the network switch or patch panel and not at the field device connection. Ground patch panels and network switches accepting shielded network cables.

B. Shielded cabling shall be installed in accordance with manufacturer’s instructions and to minimize electrical noise and interference to associated instruments. Refer to instrument manufacturer’s instructions for additional requirements.

C. Ends of signal wires shall be sealed to prevent the migration of moisture into the cable and to prevent unintentional grounding of the shield at the open end. Seal signal wires using a minimum 1-inch piece of heat-shrink tubing installed over PVC jacket and individual wires, and heat-shrink to a watertight fit.

D. All shields must be grounded.

E. Shields shall be grounded at one point only. Shielded cabling shall be isolated and left open at the instrument. The single-pair electronic instrument cable shields shall be connected to

the multipair electronic instrument cable overall shield in the field junction box. The multipair electronic cable overall shield shall be grounded to the control room instrument ground.

F. Cable shield grounds shall be isolated from control system signal grounds, except at instrument system grounding electrodes.

G. The control room instrument ground shall be separate and isolated from the electrical power grounding system.

H. See grounding riser diagram in the Drawings for additional requirements.

END OF SECTION

SECTION 26 05 29

SUPPORTING DEVICES

PART 1–GENERAL

1.01 SUMMARY

A. Work Included:
   1. Conduit and Equipment Support Members.
   2. Fastening Hardware.

B. Related Sections and Divisions: Applicable provisions of Division 01 shall govern work in this section.

1.02 QUALITY ASSURANCE

A. Support systems shall be adequate for weight of equipment and conduit, including wiring, which they carry.

1.03 SUBMITTALS

A. Submit shop drawings and product data in accordance with provisions of Section 01 33 00–Submittals.

PART 2–PRODUCTS

2.01 MATERIAL

A. Support Members:
   1. 316 stainless steel in exterior locations, NEMA 4X areas, and damp and wet locations.
   2. Fiberglass in NEMA 4X chemical rooms where noted on the Drawings.
   3. Hot-dipped galvanized steel in all other areas.

B. Hardware:
   1. 316 stainless steel in exterior locations, NEMA 4X areas, and damp and wet locations.
   2. Fiberglass in NEMA 4X chemical rooms where noted on the Drawings.
   3. PVC-coated steel clamps and stainless steel hardware with 316 stainless steel members where used to support PVC-coated rigid steel conduits.
   4. Hot-dipped galvanized steel in all other areas.

C. Manufacturers: Unistrut P-1000, B-line, Superstrut, or equal.

PART 3–EXECUTION

3.01 INSTALLATION

A. All supporting devices and support structures shall be constructed such that the structure adequately supports the load of the equipment installed on it including any wind and/or snow

loads. Provide additional support members to those shown on the Drawings to adequately support load.

B. Fasten hanger rods, conduit clamps, and outlet and junction boxes to building structure using expansion anchors or support members. Do not use spring steel clips and clamps. Provide standoffs as specified in other technical sections.

C. Use toggle bolts or hollow wall fasteners in hollow masonry, plaster, or gypsum board partitions and walls; expansion anchors or preset inserts in solid masonry walls; self-drilling anchors or expansion anchors on concrete surfaces; sheet metal screws in sheet metal studs; and wood screws in wood construction.

D. The ends of all support members shall be ground smooth.

E. Do not fasten supports to piping, ductwork, mechanical equipment, or conduit.

F. Do not use powder-actuated anchors.

G. Do not drill structural steel members.

H. Fabricate supports with welded end caps and all welds and surfaces ground smooth for neat appearance. Use hexagon head bolts with steel spring-lock washers under all nuts.

I. In wet locations, install free-standing electrical equipment on concrete pads. Anchor all equipment to adjacent walls with standoffs and caulk.

J. Install surface-mounted cabinets and panelboards with a minimum of four anchors.

K. Bridge studs top and bottom with channels to support flush-mounted cabinets and panelboards in stud walls.

L. Do not use chain, wire rope, or perforated strap hangers.

M. All welds shall be continuous and ground smooth.

END OF SECTION

SECTION 26 05 33

CONDUIT

PART 1–GENERAL

1.01 SUMMARY

A. Work Included:
1. Rigid Metal Conduit and Fittings.
2. Rigid Aluminum Conduit and Fittings.
3. Polyvinyl Chloride (PVC) Externally and Internally Coated Galvanized Rigid Metal Conduit and Fittings.
4. PVC Conduit and Fittings.
5. Flexible Metal Conduit and Fittings.
6. Liquidtight Flexible Conduit and Fittings.
7. Conduit Seals and Special Fittings.

B. Related Sections and Divisions: Applicable provisions of Division 01 shall govern work in this section.

1.02 REFERENCES

A. ANSI C80.1–Electrical Rigid Steel Conduit (ERSC).

B. ANSI C80.5–Electrical Rigid Aluminum Conduit (ERAC).

C. ANSI/NEMA FB 1–Fittings, Cast Metal Boxes, and Conduit Bodies for Conduit, Electrical Metallic Tubing, and Cable.

D. NEMA RN 1–Polyvinyl-Chloride (PVC) Externally Coated Galvanized Rigid Steel Conduit and Intermediate Metal.

1.03 QUALITY ASSURANCE

A. Manufacturers of Raceways: Firms regularly engaged in the manufacture of electrical raceways of the types and capacities required whose products have been in satisfactory use in similar service for not less than 5 years.

B. Installer: A firm with at least 5 years of successful installation experience on projects with electrical wiring installation work similar to that for the project.

C. Code Compliance: Comply with National Electrical Code (NFPA 70) and any and all local codes as applicable to construction and installation of electrical wiring devices, material, and equipment herein specified.

D. UL Labels: Provide electrical materials, which have been listed and labeled by Underwriters Laboratories.

E. Prior to shipment to the site, all conduit provided shall be new, unused material, and shall not have been stored outdoors or exposed to weather.

F. NECA Standard: Comply with applicable portions of National Electrical Contractor's Association's "Standard of Installation."

1.04 SUBMITTALS

A. Submit shop drawings and product data in accordance with provisions of Section 01 33 00–Submittals.

1.05 PRODUCT DELIVERY, STORAGE, AND HANDLING

A. Provide color-coded thread protectors on the exposed threads of threaded rigid metal conduit.

B. Handle conduit carefully to prevent end damage and to avoid scoring the finish.

C. Store conduit inside and protect from weather. When necessary to store outdoors, elevate well above grade and enclose with durable, waterproof wrapping.

PART 2–PRODUCTS

2.01 RIGID METAL CONDUIT AND FITTINGS

A. Rigid Steel Conduit: ANSI C80.1 and UL6. Heavy wall seamless tubing with hot-dipped galvanized coating.

B. Conduit bodies for rigid steel conduit shall be as manufactured by Appleton, Form 35, or equal, and be constructed of stamped steel for sizes 2 inches and under, and cast malleable iron for sizes over 2 inches. Conduit bodies shall have domed gasketed covers and stainless steel screws. Conduit bodies sizes 1 1/4-inch and larger shall have built-in pulling rollers. Covers for conduit bodies must have bolts that thread into the conduit body. Snaptight and wedgenut covers are not allowed. CONTRACTOR shall select body style and size according to application.

C. Rigid Aluminum Conduit: ANSI C80.5 and UL6A. Heavy wall.

D. Conduit bodies for rigid aluminum conduit shall be as manufactured by Appleton, Form 85, or equal, and be constructed of pressure-cast, copper-free aluminum for sizes 2 inches and under, and sand-cast, copper-free aluminum for sizes over 2 inches. Conduit bodies shall have domed gasketed covers, and stainless steel screws. Covers for conduit bodies must have bolts that thread into the conduit body. Snaptight and wedgenut covers are not allowed. CONTRACTOR shall select body style and size per application.

E. PVC-coated conduit and fittings shall be internally and externally hot dipped galvanized rigid metal conduit with hot dipped galvanized threads and PVC coating. PVC coating shall be UL listed with rigid metal conduit as the primary means of corrosion protection for the conduit, and PVC coating shall have an external 40 mil thickness with an internal 2 mil urethane coating. Acceptable manufacturers shall be Plasti-bond RedH_2OT by Robroy Industries, Ocal-Blue by ABB (Thomas & Betts), Calbond, or equal. All installers shall be field-certified from the factory for installation and shall provide proof of certification.

PVC-coated conduit and fittings shall meet the following listings and manufacturing standards, without exception:

1. ANSI C80.1.
2. UL6.
3. NEMA RN1.

F. Conduit bodies for PVC-coated rigid conduit shall be as manufactured by Plasti-bond RedH_2OT by Robroy Industries, Ocal-Blue by ABB (Thomas & Betts), Calbond, or equal, and have a 40 mil PVC exterior coating and 2 mil red urethane interior coating. Conduit bodies shall be Form 8 style or pulling elbow and include domed, gasketed covers and stainless steel screws. Covers for conduit bodies must have bolts that thread into the conduit body. Snaptight and wedgenut covers are not allowed. CONTRACTOR shall select body style and size according to application.

G. Fittings and Conduit Bodies: ANSI/NEMA FB 1 and UL 514B; threaded-type material to match conduit. For hazardous locations, fittings and conduit bodies shall meet the requirements of UL 886. Split couplings are not allowed.

H. Supports: One-hole straps with conduit clamps and backspacers shall be used for surface-mounted conduit. Where standoffs are required, provide conduit clamps and supporting devices as specified in Section 26 05 29–Supporting Devices. One-hole straps with conduit clamps and backspacers for PVC-coated rigid steel conduit shall be PVC-coated rigid steel material.

2.02 PVC CONDUIT AND FITTINGS

A. Conduit: Heavy wall rigid, Schedule 40, Schedule 80 where noted, UL listed for underground, encased, and aboveground applications. PVC conduit installed in exterior locations shall be UV resistant.

B. Conduit bodies for PVC conduit shall be as manufactured by Carlon, or equal, and be suitable for use with Schedule 40 or Schedule 80 PVC conduit. Conduit bodies shall have smooth hubs, textured lids, and foam-in-place gaskets. CONTRACTOR shall select body style and size per application.

C. Supports: Two-hole nonmetallic clamps shall be used for surface-mounted conduit. Where standoffs are required, provide pipe straps and supporting devices as specified in Section 26 05 29–Supporting Devices. Support material shall match that of the conduit type being provided.

2.03 FLEXIBLE METAL CONDUIT AND FITTINGS

A. Conduit: Electrogalvanized single-strip steel.

B. Fittings: ANSI/NEMA FB 1 and UL 514B.

2.04 LIQUIDTIGHT FLEXIBLE CONDUIT AND FITTINGS

A. Liquidtight Flexible Metal Conduit:

1. Conduit: Spiral-wound, electrogalvanized, single-strip steel with integral grounding conductor continuously enclosed within the entire length of the convolutions. The flexible PVC jacket shall be sunlight-resistant, flame-retardant, and resistant to damage

from mild acids. Conduit shall be UL Listed and be rated for installation in Class I, Division 2, Groups C and D locations. Conduit shall be Liquatite Type LA, or equal.

2. Fittings: UL listed with thermoplastic elastomer sealing gasket.
   a. Provide stainless-steel fittings in exterior, NEMA 4X, and damp and wet locations, unless noted otherwise.
   b. Provide electro-zinc plated steel fittings in all other areas, unless noted otherwise.

B. Liquidtight Flexible Non-Metallic Conduit:
1. Conduit: Helically-wound, Type B, PVC construction with a continuous spiral of rigid PVC embedded within the PVC wall. The flexible PVC wall shall be sunlight-resistant, flame-retardant, and resistant to damage from mild acids. Conduit shall be UL Listed and be rated for installation in Class I, Division 2, Groups C and D locations. Conduit shall be Liquatite Type NM, or equal.
2. Fittings: UL listed with thermoplastic elastomer sealing gasket. Fittings shall be non-metallic nylon and rated for use with Type B liquidtight non-metallic conduit.

2.05 CONDUIT SEALS AND SPECIAL FITTINGS

A. Conduit Seals: Duct sealing compound, OZ Gedney Type DUX, or equal.

B. Expansion Fittings: Crouse Hinds or Robroy Type XJG, or equal, for rigid or PVC-coated rigid conduit. Carlon E945 Series, or equal for PVC conduit.

C. Expansion Deflection Fittings: O-Z type “DX,” Crouse Hinds, type XD, or Appleton.

D. Ground Bushings: Crouse Hinds Model GLL, or equal.

E. Mechanical Seals: 316 stainless steel, Link Seal, or equal. Link seals shall be provided with 316 stainless steel bolts, nuts, and fasteners.

F. Watertight Hubs: Diecast, insulated and gasketed, rated for wet or dry locations indoors or outdoors. Watertight hubs shall be Appleton HUBXXXDN, Crouse-Hinds Myers Hubs, or equal.

G. Conduit Plugs: Kwik N Sure pipe plug as manufactured by Cherne Industries, or equal. Plug shall include natural rubber O-ring with galvanized wing nut and hex nut.

H. Conduit Threads Joint Compound: Kopr-shield conductive, anti-corrosion joint compound as manufactured by Thomas & Betts, or equal.

I. Conduit Riser Grips: Grips installed in vertical conduit for supporting conductors shall be O-Z/Gedney Type R or Type S, or equal. Grips installed in vertical conduit for supporting cables over 1/4 inch in diameter shall be Hubbell Dust-Tight Strain Relief Grips, or equal.

PART 3–EXECUTION

3.01 CONDUIT SIZING, ARRANGEMENT, AND SUPPORT

A. Size conduits for branch circuit conductors, control wires, and instrumentation cables so as to have not less than 25% spare capacity after installation; 3/4 inch minimum size. Minimum

size for flexible metal conduit is 1/2 inch except 3/8 inch for lighting fixtures. Minimum size for liquidtight flexible metal conduit is 1/2 inch.

B. Maintain at least 1 inch of separation between conduit sizes to 1 1/2 inches and 2 inches between conduits 1 1/2 inches or larger. Maintain 1 foot of separation between signal conduits (below 100 volts) and power conduits (100 volts and above).

C. All conduit shall be supported in accordance with the NEC and as specified herein. This shall apply to all conduit types, including flexible conduit.

D. Provide for the proper application, installation, and location of inserts, supports, and anchor bolts for a satisfactory raceway system. Where any component of the raceway system is damaged, replace or provide new raceway system.

E. Run conduits concealed to avoid adverse conditions such as heat and moisture, to permit drainage, and to avoid all materials and equipment of other trades. Maintain a minimum clearance of 6 inches from all hot water pipes, flues, or any high-temperature piping or ductwork.

F. Conduits shall be attached to building surfaces and not suspended unless installed in a Unistrut-type conduit rack as specified herein. Individual conduits shall not be suspended. Clevis hangers are not allowed.

G. Independently support or attach the raceway system to structural parts of construction in accordance with good industry practice. Conduits through roofs shall be rigid metal conduit and be equipped with pitch pockets.

H. Conduit installed in metal stud walls must be secured to prevent rattling.

I. Conduit attached to building surfaces that may be damp or wet shall be spaced out to avoid rust and/or corrosion using fittings approved for the use. Use back straps on all conduit in damp and wet locations, or mount conduit with Unistrut straps, or equal. Watertight hubs shall be used in all damp and wet locations.

J. Conduits shall be securely fastened to building structure at intervals not exceeding 8 feet or closer, if necessary. Where hangers are necessary, 3/8-inch rod/eyelets/rings/or trapeze type in Unistrut channel and pipe clamps shall be used. Wire or perforated strap iron is not acceptable. PVC conduit shall be securely fastened to building structure at intervals not exceeding 3 feet.

K. Vertical conduit runs 1 1/4 inches and larger passing through floors shall be supported at each floor with conduit riser grips.

3.02 GENERAL CONDUIT INSTALLATION REQUIREMENTS

A. Interior conduit shall be run concealed in walls, building cavities, chases, attic spaces, and buried below floor slabs. Exterior conduit shall be buried below grade. Exposed conduit runs shall be avoided. Conduit may be run exposed only where it is impossible to conceal.

B. Conduit may be run exposed on the underside of precast or poured concrete floor slabs or in basements. Run exposed conduit grouped and parallel or perpendicular to construction.

Do not route exposed conduits over boilers or other high-temperature machinery nor in contact with such equipment. All conduit shall be run exposed in structures below grade.

C. All conduit installed below grade shall be buried a minimum of 2 feet 0 inch. All conduit installed below floor slabs shall be buried a minimum of 1 foot below slab.

D. PVC-coated rigid steel conduit and PVC conduit installed in earth (interior and exterior) shall be bedded in compacted sand with a minimum of 6-inch cover on all sides.

E. In all PVC conduit runs below grade 200 feet and longer, PVC coated rigid steel conduit shall be used for all 90 degree bends.

F. Ream conduit smooth at ends, cap upon installation, rigidly attach to structural parts of the building, and securely fasten to all outlet boxes, panel cabinets, junction boxes, pull boxes, splicing chambers, disconnect switches, and all other components of the raceway system.

G. Provide spare capped conduits for flush-mounted panelboards consisting of three 3/4-inch conduits from the panelboard to the ceiling space above and three 3/4-inch conduits from the panelboard to the ceiling space below the floor slab.

H. Conduits installed for future equipment or electrical work shall be cut off and capped flush with finished floor. Conduit ends shall have threaded fittings to accommodate future conduit installation.

I. Provide all empty raceways 2 1/2 inches and over with No. 10 galvanized fishwire, and nylon cord for conduits smaller than 2 1/2 inches. Empty raceways and fishwire/nylon cord shall be identified with permanent label, and label shall include conduit termination point. All empty conduits shall be threaded, capped and flush with finished floor or wall. Exposed conduits shall be threaded and capped.

J. Provide a 3/4-inch conduit from the telephone equipment room to the water service entrance.

K. Provide conduit raceway for exposed cables that are not UV resistant. This shall include, but not be limited to, instrument wiring, motor terminators, pump cables, float cables, etc.

L. Conduit seals shall be provided, where conduits pass from the interior to exterior of the building, where conduits enter a room which at any time is a low or high temperature room, where conduits enter a room which at any time is subject to internal air pressures above or below normal, any conduit entering a wet location, and any conduit entering a NEMA 4X area.

M. Liquidtight flexible conduit shall be installed in such a manner that liquids tend to run off the surfaces and not drain toward the fittings.

N. All runs of flexible conduit and flexible conduit couplings to equipment and devices shall be as short as practicable, of the same size as the conduit it extends, and with enough slack to reduce the effects of vibration to a minimum. A minimum of 18 inches of flexible conduit shall be installed for each motor.

O. Provide conduit expansion-deflection fittings as specified herein in all conduit runs where movement perpendicular to axis of conduit may be encountered.

P. Conduits shall be pitched so that drainage is away from all structures.

Q. Conduit bends for PVC conduit shall be made using a hot box, heat blanket, or glycol bender. Open flame or point heat sources of any type are not allowed.

R. The PVC-coated rigid conduit manufacturer's touch-up compound shall be used on all conduit interior and exterior bare steel exposed because of nicks, cuts, abrasions, thread cutting, and reaming; minimum six coats.

S. Where below-grade PVC conduit is connected to rigid metal conduit, the length of PVC conduit shall be a minimum of 10 feet. For short, below-grade conduit runs where required lengths of rigid metal conduit limit the length of PVC conduit to less than 10 feet, rigid metal conduit shall be used for the entire run.

T. Routing of conduits on exterior of buildings shall be avoided to the extent possible and shall not cover or interfere with lighting, signage, windows, louvers, or other openings. All conduit routing on exterior walls shall be reviewed with ENGINEER for approval prior to installation.

U. Conduits installed in damp and wet locations shall have all threads coated with conduit threads joint compound.

V. Install conduit riser grips in vertical conduits where needed to comply with the maximum vertical support spacing intervals required by the NEC.

3.03 CONDUIT PENETRATIONS AND TERMINATIONS

A. Where fittings are brought into an enclosure with a knockout, a gasket assembly consisting of an O-ring and retainer shall be installed on the outside. Fittings shall be insulated throat type.

B. Conduit penetrations for control panels or enclosures containing electronic equipment shall utilize watertight hubs and, if entering the top of the enclosure, shall be located at the front of the enclosure and not over any electronic equipment (e.g., PLC, power supplies, etc.).

C. Conduit penetrations for all exterior enclosures (e.g., disconnects, junction boxes, control panels) shall utilize watertight hubs and enter the sides or bottom of the enclosure. Conduits shall not penetrate the top of the enclosure.

D. Provide conduit expansion fittings as specified herein in all conduit runs that cross a structural expansion joint, for conduits protruding from duct banks that are routed above grade and into structures, and for conduits protruding from earth.

E. Conduits passing through masonry, concrete, or similar construction shall be cast in place using PVC-coated rigid conduit extending completely through the construction.

F. Where above-grade conduits pass through cores in existing structures or through masonry walls, grout openings between conduit and walls or floors with sand cement mortar.

G. Where wall penetrations through existing walls are below grade, cored openings shall be sealed with waterproof mechanical seals. Cores shall be pitched slightly such that conduit slopes away from building. Sleeve diameter shall be provided and mechanical seals installed as recommended by the manufacturer. Conduit shall extend continuously (i.e., no joints) a minimum of 4 feet beyond the wall (exterior).

H. All spare conduits that terminate in a building or structure below grade shall be plugged with conduit plugs as specified herein.

3.04 CONDUIT INSTALLATION SCHEDULE

A. The following schedule lists specific conduit types allowed in designated areas. Those areas not listed under a specific conduit type shall not have that type of conduit installed:
   1. Rigid steel:
      a. Interior locations requiring mechanical protection.
      b. All exposed interior locations.
      c. All concealed interior locations.
   2. Rigid aluminum:
      a. All exposed interior locations.
      b. Interior locations requiring mechanical protection.
      c. Exterior locations (except in earth, in chemical rooms, and near chemical tanks or chemical pumping systems).
      d. Above suspended ceilings.
      e. All locations where attached to aluminum railings or aluminum structural members.
      f. Where noted on the Drawings.
   3. PVC-coated rigid steel:
      a. Conduits protruding from concrete.
      b. Interior and exterior locations requiring mechanical protection.
      c. Earth.
      d. Exterior locations and locations exposed to weather.
      e. Within 4 feet of building or structure footing, wall, or manhole/handhole.
   4. PVC:
      a. Earth, except conduits within 4 feet of a building or structure footing, wall, or manhole/handhole. PVC conduit under pavement or roadways shall be Schedule 80.
      b. NEMA 4X areas (indoors only).
      c. Grounding electrode conductors.
   5. Flexible metal conduit not over 4 feet in length except 6-foot maximum length for fixture wiring for final connections for:
      a. Equipment in dry locations arranged for flexible positioning or equipped with sliding bases.
      b. Equipment in dry locations with vibrations isolation mounting.
      c. Lighting fixtures installed in suspended ceilings.
   6. Liquidtight flexible metal conduit not over 3 feet in length for final connections to:
      a. Equipment with sliding bases or flexible positioning.
      b. Equipment with vibration isolation mounting.
      c. Equipment housing ferromagnetic cores or with integral moving components capable of generating noise or vibrations, including transformers and motors.
      d. All pumps and associated equipment.
   7. Liquidtight flexible non-metallic conduit not over 3 feet in length for final connections to equipment in the Ferric Chloride Room in the Chemical Building.

END OF SECTION

SECTION 26 05 35

BOXES

PART 1–GENERAL

1.01 SUMMARY

A. Work Included:
   1. Switch, Outlet, and Small Junction Boxes.
   2. Pull and Junction Boxes.

B. Related Sections and Divisions: Applicable provisions of Division 01 shall govern Work in this section.

1.02 REFERENCES

A. ANSI/NEMA OS 1–Sheet-Steel Outlet Boxes, Device Boxes, Covers, and Box Supports.

B. ANSI/NEMA OS 2–Nonmetallic Outlet Boxes, Device Boxes, Covers, and Box Supports.

C. NEMA 250–Enclosures for Electrical Equipment (1000 Volts Maximum).

1.03 QUALITY ASSURANCE

A. Manufacturers of switches, outlets, boxes, lamps, lugs, etc.: Firms regularly engaged in the manufacture of these products, of the types and ratings required, whose products have been in satisfactory use in similar service for not less than 5 years.

B. Installer: A firm with at least 5 years of successful installation experience on projects with electrical wiring installation Work similar to that in this project.

C. Code Compliance: Comply with National Electrical Code (NFPA 70) and any and all local codes as applicable to construction and installation of electrical wiring devices, material, and equipment herein specified.

D. UL Labels: Provide electrical cable, boxes, raceways, wire, connectors, outlets, switches, etc. that have been listed and labeled by Underwriters Laboratories.

E. NECA Standard: Comply with applicable portions of National Electrical Contractor's Association's "Standard of Installation."

1.04 SUBMITTALS

A. Submit shop drawings and product data in accordance with provisions of Section 01 33 00–Submittals.

PART 2–PRODUCTS

2.01 SWITCH, OUTLET, AND SMALL JUNCTION BOXES

A. Masonry and Partition Boxes: Galvanized steel, nongangable. ABB (Thomas & Betts), MB Series, or equal. Provide number of gangs for devices shown on the Drawings.

B. Cast Boxes: Aluminum or cast feraloy, deep-type, gasketed cover, threaded hubs, Eaton FD Series, or equal.

C. PVC-Coated Cast Boxes: Boxes shall be deep type and be by the same manufacturer as the conduit.

D. NEMA 4X Boxes:
   1. Switch and Outlet Boxes: PVC or FRP, Carlon FD Series, or equal with proper cover and gasket. 316 stainless steel, Calbrite FDC Series, or equal where specified herein.
   2. Small Junction Boxes: PVC or FRP, Carlon HS Series, or equal with proper cover and gasket.

E. Covers for junction boxes shall have covers that match box type.

2.02 PULL AND JUNCTION BOXES

A. Cast Boxes: NEMA Type 3/3R/4X/7/9, surface-mounted junction box. Box material shall be copper-free, cast aluminum and include a hinged cover with ground flange, neoprene gasket, and stainless-steel cover bolts. Boxes shall be Crouse-Hinds ECB Series, or equal. All box hardware shall be stainless steel, and the aluminum parts shall have an external epoxy powder-coat finish to achieve a NEMA 4X rating.

B. PVC-Coated Cast Boxes: Boxes shall be by the same manufacturer as the conduit.

C. NEMA 4X Boxes: PVC or FRP, Carlon HS Series, or equal with hinged cover, gasket, and locking system. Boxes shall be 316 stainless steel with hinged cover, recessed quarter-turn padlocking latches, and gasket, Saginaw Control and Engineering Enviroline Series, or equal, where specified herein.

D. NEMA 12 Boxes: Painted steel with hinged cover, recessed quarter-turn padlocking latches, gasket, and locking system. Boxes shall be Hoffman CSD, or equal.

E. Where terminal blocks or other devices are mounted in a pull or junction box, provide a 14-gauge steel back panel with a white enamel finish for mounting.

F. All enclosures with double doors or that are free-standing shall have a three-point latch.

G. Boxes specified in this section are not allowed to have knockouts and are not allowed to be used as enclosures for control panels.

PART 3–EXECUTION

3.01 COORDINATION OF BOX LOCATIONS

A. Provide electrical boxes as necessary for splices, taps, wire pulling, cable bending radii, equipment connections, and code compliance.

B. Electrical box locations are approximate. Verify location and size of outlet boxes in all work areas prior to rough-in.

C. Where dedicated raceways are provided for different voltage systems or wiring, (e.g., motor power wiring and motor space heaters), separate boxes shall also be provided unless acceptable to ENGINEER. Where acceptable to ENGINEER, combined boxes shall be physically divided to separate the wiring.

D. Locate and install boxes to allow access. Where installation is inaccessible, coordinate locations and sizes of access doors.

E. Locate and install to maintain headroom and to present a neat appearance.

F. All boxes attached to building surfaces that may be damp or wet shall be spaced to avoid rust and/or corrosion. All boxes in damp and wet locations shall be on 1/2-inch standoffs.

3.02 SWITCH, OUTLET, AND SMALL JUNCTION BOX INSTALLATION

A. Locate boxes in masonry walls for cutting of masonry unit corners only. Coordinate masonry cutting to achieve neat openings for boxes.

B. Provide knockout closures for unused openings.

C. Support boxes independently of conduit.

D. Use multiple gang boxes where more than one device is mounted together; do not use sectional boxes. Provide barriers to separate wiring of different voltage systems.

E. Install boxes in walls without damaging wall insulation.

F. Coordinate mounting heights and locations of outlets mounted above counters, benches, and backsplashes.

G. Switch and outlet boxes provided for branch circuits and feeders shall not contain control wiring. Control wiring shall have dedicated pull and junction boxes provided. Wiring for different voltage systems (e.g., 24 V, 120 V, 480 V) shall have dedicated pull and junction boxes for each voltage.

H. In inaccessible ceiling areas, position outlet boxes within 6 inches of recessed luminaire to be accessible through luminaire ceiling opening.

I. Provide sheet metal recessed outlet boxes in finished areas; secure boxes to interior wall and partition studs accurately positioning to allow for surface finish thickness. Use stamped steel stud bridges for flush outlets in hollow stud wall and adjustable steel channel fasteners for flush ceiling outlet boxes.

J. Align wall-mounted outlet boxes for switches and similar devices.

K. All concealed lighting outlet boxes shall be sheet metal octagon boxes.

L. In plaster or concrete walls, single receptacle, single- or double-switch outlets, use 4-inch-square masonry boxes fitted with raised plaster covers. In poured concrete walls belowgrade, use cast boxes.

M. In unplastered brick or block walls, use masonry boxes.

N. In metal door frames, use partition boxes.

O. For weatherproof switches, devices, and exterior fixtures, use cast boxes with proper cover and gasket.

P. All interior exposed wall and ceiling outlet boxes shall be cast boxes, unless otherwise noted.

Q. Knockout punches or saws shall be used for holes; boxes with prepunched holes are not acceptable.

R. Boxes shall be of a depth to accommodate wires and splices and shall be equipped with both fixture hanging studs and tapped fixture ears. Boxes shall be installed so that they will support the weight of the fixture. Conduit will not be considered as adequate supports.

S. Cast boxes with 3/4-inch hubs and aluminum fittings and enclosures may be used with all conduit types.

T. Sheet metal boxes installed in suspended ceilings for free-air splices or devices installed through the suspended ceiling shall be supported by the suspended ceiling grid system using grid support bridges. Provide mounting hardware, accessories, extensions, etc., based on ceiling grid installed for this project.

U. Provide PVC-coated cast boxes in all areas where PVC-coated conduit is used.

3.03 PULL AND JUNCTION BOX INSTALLATION

A. Locate boxes above accessible ceilings or in unfinished areas.

B. Support pull and junction boxes independent of conduit.

C. Knockout punches or saws shall be used for holes; boxes with prepunched holes are not acceptable.

D. Refer to Section 26 05 53–Electrical Identification for junction box labeling requirements.

E. All interior exposed boxes and all interior boxes with a dimension equal to or greater than 12 inches, including boxes above suspended ceilings, shall be NEMA 12, unless noted otherwise.

F. All exterior boxes shall be NEMA 4X stainless steel.

G. In inaccessible ceiling areas, position boxes within 6 inches of recessed luminaire to be accessible through luminaire ceiling opening.

H. Provide PVC-coated cast boxes in all areas where PVC-coated conduit is used.

END OF SECTION

SECTION 26 05 53

ELECTRICAL IDENTIFICATION

PART 1–GENERAL

1.01 SUMMARY

A. Work Included:
   1. Nameplates.
   2. Labeling Tags.
   3. Wire and Cable Markers.

B. Related Sections and Divisions: Applicable provisions of Division 01 shall govern work in this section.

1.02 SUBMITTALS

A. Submit shop drawings and product data in accordance with provisions of Section 01 33 00–Submittals.

B. Provide schedule for nameplates and labeling tags with shop drawings. Reference Drawings for type used.

PART 2–PRODUCTS

2.01 NAMEPLATES

A. Nameplate material shall be multi-color, two-layer, nonconductive engraving plastic suitable for permanent installations in indoor and outdoor locations. The material shall be UV-resistant and suitable for installation in direct sunlight.

B. Type “A”:
   1. Use:
      a. VFDs.
      b. Each device in motor control centers.
      c. Each device on Supervisory Control Center exterior.
      d. Cabinets, enclosures, pull, and junction boxes.
      e. Field devices (flowmeter transmitters, level transmitters, chemical scales, chemical leak detectors, etc.).
      f. Panelboards.
   2. Size: 2 inches by 4 inches.
   3. Background Color: Black.
   4. Character Color: White.
   5. Character Size: 1/2-inch.
   6. Engraving: See Drawings for naming designations for labels, or as requested by ENGINEER. Label shall include equipment number and description (i.e., HSP2 VFD, HSP2 DIFFERENTIAL PRESSURE SWITCH PS-2).
   7. Mounting Location: Front exterior.

C. Type “B”:
   1. Use: Control stations, lighting control components, conduit fittings, etc.
   2. Size: 1/2-inch by 4 inches.
   3. Background Color: Black.
   4. Character Color: White.
   5. Character Size: 1/4-inch.
   6. Engraving: Control station number and equipment description (e.g., T-15-01, Chlorine Room).
   7. Mounting Location: Device front at top.

2.02 LABELING TAGS

A. Labeling tag material shall be multi-color, 2-layer, nonconductive engraving plastic suitable for permanent installations in indoor and outdoor locations. The material shall be UV-resistant and suitable for installation in direct sunlight.

B. Use: Field-mounted devices without surfaces suitable for mounting fixed nameplates (Valves, Limit Switches, Level Transmitters, Flow Transmitters, etc.).
   1. Size: 3/8-inch by 2 inches.
   2. Character Size: 1/4-inch.
   3. Engraving: As requested by ENGINEER.

2.03 WIRE AND CABLE MARKERS

A. Wire and cable markers shall be permanently-attached, heat-shrink type labels.
   1. Sleeve: Permanent, PVC, white, with legible machine-printed black markings.
   2. Acceptable Manufacturers: Raychem Model D-SCE or ZH-SCE, Brady Model 3PS, or equal.
   3. Grounding Conductor: Provide green wire marker; minimum 2 inches wide.

B. Wire or cable numbering preprinted on the conductor or cable insulation, flag-type labels, and individual wraparound numbers (such as Brady preprinted markers) are not acceptable. All wire markers shall be the same throughout the project.

PART 3–EXECUTION

3.01 INSTALLATION

A. Degrease and clean surfaces to receive nameplates.

B. Install nameplates parallel to equipment lines.

C. Affix nameplates with weatherproof, UV-resistant adhesive in outdoor locations and sticky back adhesive in indoor locations.

D. Affix labeling tags with stainless steel leaders; vinyl locking wire ties are not acceptable. Provide 3/8-inch hole to accommodate wire tie.

E. Prepare and install neatly-typed circuit directories and schedules in all panels, including, but not limited to, panelboards and existing panels where Work is done under this Contract.

F. Labeling tags shall only be used for equipment enclosures without surfaces suitable for mounting fixed nameplates.

3.02 WIRE IDENTIFICATION

A. Provide wire markers on each conductor, including neutral and spare conductors, in panelboard gutters, pull boxes, outlet and junction boxes, and at load connection. Neutral conductor labels shall include the associated branch circuit number. Identify with branch circuit or feeder number for power and lighting circuits, and with control wire number as indicated on schematic and interconnection diagrams for control wiring. Spare conductors shall have control wire number or shall indicate termination point of wire.

B. Conductors in pull boxes, motor control centers, supervisory control panels, control panels, cabinets, and panelboards shall be grouped as to circuits and arranged in a neat manner. All conductors of a feeder or branch circuit shall be grouped, bound together with nylon ties, and identified. Phase identification shall be consistent throughout the system. All wiring labels shall be able to be read without removing wire management (i.e., wiring trough covers, spiral windings, etc.) or twisting the wire/cable.

C. Where terminal blocks are factory provided with non-project-specific labels by equipment manufacturers in MCC buckets, combination starters, VFDs, motor control panels, control panels, and similar equipment and are wired to terminal blocks in control panels with project-specific labels, the interconnecting wiring shall be labeled at both ends to match the project-specific terminal blocks in the control panel. Provide an additional label on the end of each wire that is connected to a terminal block with a non-project-specific label to indicate the associated terminal block.

D. Power Conductor Insulation Color Code:
1. 6 AWG and Larger: Provide general-purpose, flame-retardant, permanent tape at each termination and at accessible locations such as manholes, handholes, junction and pull boxes, panelboards, motor control centers, switchboards, switchgear, etc. Apply tape with at least six full, overlapping wraps; minimum 2 inches wide.
2. 8 AWG and Smaller: Provide conductors with color-coded insulation.
3. Colors:

System	Conductor	Color
All Systems	Equipment Grounding	Green
120/240 Volts Single-Phase, Three-Wire	Grounded Neutral One Hot Leg Other Hot Leg	White* Black Red
120/208 Volts Three-Phase, Four-Wire	Grounded Neutral Phase A Phase B Phase C	White* Black Red Blue
277/480 Volts Three-Phase, Four-Wire	Grounded Neutral Phase A Phase B Phase C	White* Brown Orange Yellow
Note: Phase A, B, C implies direction of positive phase rotation.		
* When installed as part of a 120-volt or 277-volt branch circuit, provide a color-coded stripe on the white neutral conductor insulation matching the branch circuit insulation.		

E. Control Panel and Field-Installed Control Conductor Insulation Color Code:
   1. All conductors shall have color-coded insulation.
   2. Colors:

System	Conductor	Color
Supply Voltage	Ungrounded Circuit Conductors Neutral	Black White
Discrete 120-volt AC Input/Output	Control Circuit Conductor Neutral	Red White
Discrete 12/24-volt DC Input/Output	Control Circuit Conductor Common	Blue White with Blue Stripe
Conductors energized when the main disconnect is in the "off" position (e.g., foreign supply voltages)	Control Circuit Conductor AC Neutral DC Common Ground	Orange White White with Blue Stripe Green
Intrinsically Safe	Control Circuit Conductor DC Common	Light Blue White with Two Light Blue Stripes

F. Circuit Identification:
   1. Identify power, instrumentation, and control conductors at each termination and at accessible locations such as manholes, handholes, junction and pull boxes, panelboards, motor control centers, switchboards, switchgear, etc.
   2. Conductors for panelboard circuits shall identify circuit matching the circuit directory designations, including the neutral conductor.
   3. Control conductor identification shall match the associated terminal block label.
   4. Circuits Not Listed in Circuit Directories:
      a. Assign circuit name based on unique device or equipment at load end of circuit.
      b. Where unique device or equipment names are not available or apparent, add a unique number or letter modifier to each otherwise identical circuit name.

3.03 JUNCTION BOX IDENTIFICATION

A. All junction boxes shall be labeled with permanent nameplates. Nameplates shall indicate circuit or load served, as well as the power source and highest voltage present on any conductor.

3.04 CONDUIT FITTINGS IDENTIFICATION

A. All conduit fittings that contain splices of any kind shall be labeled with permanent nameplates indicating “splice within.” Nameplates shall be clearly visible at location installed. Nameplates shall be fastened to each conduit fitting with heavy duty, UV-resistant, cold weather cable ties.

3.05 TERMINAL BLOCK IDENTIFICATION

A. Terminal blocks shall be labeled on both sides of each terminal block. Terminal block numbering shall match the numbers shown on the project-specific wiring diagrams.

B. Fused terminal blocks labels shall be located on top of the terminal blocks and include the fuse voltage and ampere rating.

3.06 COMPONENT IDENTIFICATION

A. All components (e.g., relays, timers, power supplies, transformers, etc.) within enclosures shall be identified with sticky-back adhesive, self-laminating, machine-printed marking labels. Labels shall be installed on the enclosure back panel and not on the device itself, wireway covers, or any other removable devices. Labels shall be included on the as-built drawings.

3.07 LABELING FONT REQUIREMENTS

A. The font for all conductor, cable, and device labels shall be Arial with black characters on white background, and minimum font size 12.

B. The text for all conductor, cable, and device labels shall be machine printed. Handwritten labels are not acceptable.

END OF SECTION

SECTION 26 09 00

CONTROLS AND INSTRUMENTATION

PART 1–GENERAL

1.01 SUMMARY

A. Related Sections and Divisions:
1. Applicable provisions of Division 01 shall govern work in this section.
2. Section 26 09 10–Controls and Instrumentation Drawings.
3. All other sections of Division 26.

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1.02 SYSTEM DESCRIPTION

A. The work includes furnishing, delivering, installing all items furnished, and placing in operation modifications to the Supervisory Control and Data Acquisition (SCADA) System for the Highland Park Water Treatment Plant.

B. System Supplier shall be defined as the fabricator, assembler, and supplier of all system components. This shall include, but not be limited to, all instrumentation as specified and required interface hardware and internal wiring, the SCADA System, hardware, system drawings, system software, new VFDs at the water treatment plant, and PLC modification drawings as necessary.

C. System Supplier shall be responsible for development of the SCADA System computer HMI graphics.

D. CONTRACTOR shall inspect all work. The Bid shall include everything necessary to obtain a complete installation operating in accordance with these specifications and the Bidder's proposal, whether necessary items and equipment are contained in, or are remote from the enclosures furnished under this Contract. All responsibility for this system ultimately lies with CONTRACTOR.

E. CONTRACTOR shall be responsible for the placing of circuits and making of electrical connections in accordance with System Supplier-furnished drawings, instructions, and field supervision to provide proper connection. CONTRACTOR shall include the services of a System Supplier factory engineer to supervise the making of connections to power supplies, motor leads, communication circuits, existing control equipment, and any other connections external to the new control equipment; adjust the equipment; initiate and check operation; instruct OWNER's electrician on operation and maintenance of the equipment; and place the equipment in operation in an acceptable manner. This shall include on-site review of software/hardware controls from the central control point.

F. Any auxiliary interface relays and controls needed for completion of this project, if not specifically called for, shall be by System Supplier.

1.03 QUALITY ASSURANCE

A. System Suppliers: Firms regularly engaged in the design and manufacture of SCADA systems of the size and complexity specified herein, and whose systems have been in satisfactory use in similar service for not less than 10 years.

B. Installer: A firm with at least 10 years of successful installation experience on projects with SCADA System design and installation work similar to that required for the project.

C. Code Compliance: Comply with National Electrical Code (NFPA 70) and any and all local codes as applicable to construction and installation of electrical wiring devices, material, and equipment herein specified.

D. UL Labels: Provide control panels, power supplies, controllers, relays, wire, and connectors that have been listed and labeled by Underwriters Laboratories.

E. NECA Standards: Comply with applicable portions of National Electrical Contractor's Association's Standard of Installation.

1.04 SUBMITTALS

A. Manufacturer's Data: Submit manufacturer's data, specifications, and installation recommendations for each item specified herein.

B. Submit shop drawings and product data in accordance with provisions of Section 01 33 00–Submittals.

C. Provide product data on all equipment and devices specified herein as well as wiring schematics for all systems.

D. Shop drawing submittals shall be assembled in phases.
   1. The first submittal shall include the following:
      a. Detailed catalog information, descriptive literature, and specifications of hardware and software. All items being provided must be specifically noted on this literature, including all field devices and instruments.
      b. Project implementation plan, including information on project organization, project management, engineering, programming, configuration, training, startup, and maintenance services. Plan shall include key personnel on project, point of contact, and communication protocol.
      c. Wiring diagrams for all control panels and MCCs, including modification drawings for existing equipment. Modification drawings shall be completed using electronic CAD software. Handwritten or PDF markups of any kind will not be allowed.
      d. Database with PLC addresses.
   2. Subsequent submittals shall include control narratives.

1.05 OPERATION AND MAINTENANCE DATA

A. Submit operation and maintenance data under provision of Section 01 33 00–Submittals.

B. Include spare parts data listing, source and current prices of replacement parts and supplies, and recommended maintenance procedures and intervals.

C. Submit Operation and Maintenance Manuals in accordance with Division 01. The following additional information shall apply:
   1. Manuals shall contain, but not be limited to, the following:
      a. System Hardware.
      b. System Software.
   2. Hardware section shall include:
      a. Safety precautions, physical description, functional description, operating procedures, theory of operation, maintenance instructions, checkout procedures, troubleshooting procedures, servicing, and removal and replacement procedures.
      b. Wiring schematic and logic diagrams, parts list, and point-to-point wiring.
      c. Listing of all hardware timers installed in MCCs and SCCs, as well as the ranges set on each timer. Listing shall also include actual timer setting after completion of startup.
   3. Software section shall include:
      a. Software manual shall describe system techniques, general philosophies, list, and description of all standard software.
      b. Program documentation (i.e., PLCs, radios, OIPs) shall include programs, documentation files, database and configuration as installed. Provide two USB flash drives with this information. Usernames and passwords for all programmable devices (i.e., PLCs, radios, OIPs) shall be turned over to OWNER at the time of final completion.

1.06 DELIVERY, STORAGE, AND HANDLING

A. Store in a clean, dry space. Maintain factory wrapping or provide an additional heavy canvas or heavy plastic cover to protect equipment from dirt, water, construction debris, and traffic.

B. Handle in accordance with manufacturer’s written instructions. Lift only with lugs provided for the purpose. Handle equipment carefully to avoid damage to SCC components, enclosure, and finish.

1.07 SYSTEM ENGINEERING

A. System Supplier shall provide all engineering necessary to accomplish and document the requirements of this specification and be in accordance with the system configuration. The engineering to be performed by System Supplier on this project shall include, but not be limited to, the following categories:
   1. I/O configuration and wiring diagrams.
   2. PLC programming.

B. Installation: CONTRACTOR shall install all system equipment and interconnecting cabling, as required. This work shall include all interconnection wiring from new and existing equipment as required for the completion of the system.

C. It shall be the responsibility of System Supplier to ascertain that all field devices are compatible and consistent with the new system design. This includes reviewing drawings and data to ascertain the compatibility and consistency of the system with the field devices on such considerations as:
   1. Equipment size and available space.
   2. Power levels.
   3. Power sources.
   4. Logic schemes.
   5. Signal types and levels.
   6. Interface devices where required.
   7. All other aspects of field devices impacting the design of the system.

D. The system shall be programmed to implement the control sequences and to provide monitoring according to this specification. It shall be the responsibility of System Supplier to include all inputs and outputs required to meet all aspects of this specification, regardless of whether they are specifically included in the I/O listing in this specification.

E. System Supplier shall provide a complete list of spare parts required and where they may be obtained for operating the system for 3 years from startup.

1.08 DESCRIPTION OF THE WATER TREATMENT PLANT SCADA SYSTEM

A. System Supplier shall be responsible for the development of all required process control function modifications based on the algorithms described in this specification. The process modifications for this project will be limited to the following:
   1. Control scheme modifications related to the conversion of HSP2 from a starter to a VFD and resulting modifications to the overall High Service Pump control and alternation scheme.
   2. SCADA HMI graphics modifications resulting from the control scheme modifications.
   3. Modifications/additions of I/O and associated interface relays resulting from the control scheme modifications.

B. System Supplier will be able to obtain a copy of shop drawings for the existing control system wiring diagrams for development of the required loop drawings, interface requirements, and wiring requirements.

C. The existing PLC platform is Allen-Bradley ControlLogix. The existing SCADA System HMI software is General Electric iFix.

1.09 CONTRACTOR AND SYSTEM SUPPLIER GENERAL REQUIREMENTS

A. It is the intent of this specification to define modifications to an existing fully integrated open-type process monitoring and control system ready to function upon connection of a power source and field instrument wiring. Components, peripherals, interconnections, cabling, power supplies, software, and services necessary to form a complete, integrated system shall be identified and provided by CONTRACTOR. CONTRACTOR shall submit to ENGINEER, in writing, any deficiencies noted during this review. Any changes required by CONTRACTOR because of a failure to complete this review shall be the responsibility of CONTRACTOR, at no increase in cost to OWNER.

B. To provide a complete and totally integrated system, a single system supplier who has experience in furnishing similar networked PLC-based monitoring and control systems of the same complexity and size for municipal water distribution and treatment systems shall provide the specified equipment and services.

C. Design and specification of devices and the completed system shall conform to the applicable portions of the latest edition of the National Electrical Code (NEC).

D. Training Program: Coordinate and provide a brief demonstration of modifications to the HSP-2 graphics and associated alarm modifications to OWNER.

E. System Supplier shall meet the following minimum requirements:
   1. System Supplier shall have a full-time staff of qualified programmers who are knowledgeable in the configuration of networked computer systems and the PLCs being provided.
   2. System Supplier shall have a minimum of one Microsoft-certified engineer.
   3. System Supplier shall have training capabilities and shall have conducted training courses in programming and maintenance.
   4. System Supplier shall have an adequate inventory of spare parts.
   5. System Supplier shall have a full-time staff of qualified service technicians.
   6. System Supplier shall be responsible for the programming and documentation of the system.
   7. System Supplier shall be responsible for all details that may be necessary to properly install, wire, adjust, and place in operation a complete and working system.
   8. System Supplier shall be responsible for all coordination between the system and the field devices, instrumentation equipment, motor control centers, and equipment furnished with other divisions of this specification. This shall include interface with existing equipment.
   9. System Supplier shall have a UL panel shop located inside the System Supplier’s own facilities.
   10. System Supplier shall have experience with the specified HMI software on past projects of similar size and complexity.

F. All components shall be standard make acceptable to OWNER, with one manufacturer to provide all similar components. The Base Bid System Supplier shall be Allan Integrated Control Systems (262) 642-7800, L.W. Allen-Altronex, (608) 222-8622, ESCO Automation (319) 377-6655, Integrated Process Solutions, (608) 849-4375, or Wunderlich-Malec (952) 933-3222.

1.10 SYSTEM STARTUP AND SUPPORT SERVICES

A. System Supplier shall be responsible for development of a formal address listing and shall provide ENGINEER with an organized spreadsheet of all addresses to be used for programming of the HMI software specified herein. Point listing shall be provided in Microsoft Excel format and neatly organized into groups such as discrete I/O, analog I/O, setpoints, alarms, historical data, and vocalize configuration. Points not used with the HMI software or for internal PLC logic shall be removed or hidden from the listing. Spreadsheet shall be sent to ENGINEER a minimum of 12 weeks prior to the acceptance testing specified below. Any revisions made to the original spreadsheet shall be clearly identified by highlighting, colored text, or notes within the documents. CONTRACTOR shall provide OWNER and ENGINEER an as-built version of the spreadsheet prior to Substantial Completion. Electronic files shall be named with the date and revision number.

B. Permit ENGINEER and OWNER to observe vendor's staging records or other quality assurance records relating to system(s) supplied. System Supplier shall assemble the system components as a complete process monitoring and control system and demonstrate that the system is operational. This testing shall be as an integrated assembly by simulating each of the specified I/O points and all specified algorithms.

C. On-Site Functional Acceptance Testing:
   1. After all equipment has been installed and is placed in full-time operation or after all equipment associated with the group of equipment scheduled for on-site functional acceptance testing has been installed and placed in full-time operation, CONTRACTOR and System Supplier shall demonstrate that all equipment and controls operate in compliance with the Contract Documents. For each piece of equipment being tested, all systems associated with the operation of the equipment (e.g., controls, supply/discharge piping, etc.) shall be installed and be in full operating condition so that all equipment functions are able to be completely tested without delay using real-time process I/O.
   2. All control wiring, hardwired interlocks, HMI screens, control programming, etc., shall be checked out and functionally tested by System Supplier prior to ENGINEER's on-site functional acceptance testing. All functional errors shall be corrected prior to ENGINEER's on-site functional acceptance testing.
   3. CONTRACTOR shall submit updated versions of all HMI screens developed by this System Supplier for review at least one month prior to the functional acceptance testing of equipment controlled through the associated HMI screens.
   4. After being notified by CONTRACTOR that the equipment has been installed and is in full operating condition and ready for ENGINEER's functional acceptance testing, ENGINEER will make one 1-day trip to check operation. CONTRACTOR and System Supplier shall be on-site during testing to adjust equipment, correct erroneous wiring, and make modifications to control system HMI programming, as necessary. If the equipment and controls do not operate according to the Contract Documents, or if CONTRACTOR and System Supplier are not present during the scheduled testing, there will be deducted from payments due to CONTRACTOR the amount of $1,500 a day for ENGINEER's time plus travel and expenses, and for all additional field and office time spent by ENGINEER checking equipment. OWNER will deduct the amount of these charges from payments made to CONTRACTOR.
   5. System Supplier shall provide functional acceptance testing support through one or more on-site field service engineers and the project control system programmer. Time for the on-site field service engineers and programmer scheduled for functional acceptance testing shall be dedicated to the functional acceptance testing process and shall not be interrupted for other construction-related activities.

D. Final acceptance and payment will not be made until the system has operated satisfactorily for a minimum of 30 consecutive days. CONTRACTOR shall include in the Bid field follow-up to provide proper adjustments and operation during the first year following project final completion. Prior to beginning the 30-day test, the following criteria shall be met:
   1. Satisfactory operation of I/O control loops.
   2. Satisfactory operation of software.
   3. Satisfactory operation of control program.
   4. Satisfactory operation of peripheral equipment.
   5. The necessary debugging programs have been performed.
   6. Data output is reliable.
   7. Control loops are operational.
   8. Checking and calibrating of systems have been completed.

E. CONTRACTOR, through System Supplier, shall provide the following support services:
   1. Field Service Engineer: Field service engineer shall be responsible for programming of system PLCs at the site. Field service engineer shall be present for startup of all systems and available throughout the entire construction process until final completion. Service technicians sent for system startup will not be acceptable. Support shall include on-site time. Services shall include, but not be limited to:
      a. Commissioning, installation, startup, and testing of equipment.
      b. Revising or rewriting manuals to incorporate an installed and accepted system.
      c. On-site training.
      d. Software modifications.
   2. In-factory support shall include consultation following the acceptance testing and shipment. Services shall include, but not be limited to:
      a. Researching and answering questions related to the system operation, documentation, and system use and functions.
      b. Program modifications.
      c. Revising or rewriting manuals.
   3. Post-startup support shall include follow-up services during the one-year period following final acceptance. Service shall include follow-up recalibration and replacement of defective equipment, as well as additional training, software modifications, and control configurations as requested by OWNER. This shall include 12 hours for work on-site other than warranty repair or replacement of defective equipment. This time shall be used for software enhancements and modifications to improve the operation of the system. In addition to the 12 hours, include 2 trips to the site.

F. CONTRACTOR shall not install any hardware or software to enable remote access or control without written permission from OWNER and ENGINEER.

1.11 COMMON REQUIREMENTS ALL EQUIPMENT

A. All indicating and recording devices shall be electric or electronic.

B. All indicating and control devices mounted on standalone VFD enclosure doors (e.g., meters, gauges, electronic indicators, pilot lights, selector switches, VFD HIMs, OIPs, etc.) shall be located at eye level, minimum 48 inches, maximum 60 inches, from floor to bottom of device.

C. All motor control power shall be 120 volts with suitable circuit protection (fuses or breakers). Fuse holders shall be provided with integral LEDs to indicate when the fuse is blown.

D. Devices powered at 120 volts from supervisory control panels shall be fused. This shall include, but not be limited to, solenoid valves, motor-operated valves, motorized ball valves, flowmeters, scales, and transmitters.

E. Provide lightning protection, isolation transformers, and fused disconnects at each end of each power circuit, supervisory circuit, and local supervisory circuit with transformers and relays, if necessary, to obtain supervisory power. 120-volt power shall be available at all control points. Lightning protection shall be completely solid-state and self-healing and shall not require the use of fuses. Provide a single switch with an indicating light to deenergize the control power for each location. Each panel shall have a GFI, duplex, 15 ampere, 120-volt receptacle.

F. If enclosure and back panel space is specified to be provided for the installation of future equipment, the enclosure and back panel shall be constructed to accommodate all future equipment. Supports and wireway shall be provided for future equipment, and openings in the enclosure shall be provided for future pilot devices and covered with neat cover plates matching the finish of the enclosure.

G. Where equipment is necessary to perform a function as called for in one part of this specification, it shall be provided, even though the detailed enumeration at various control points may omit listing that equipment.

H. Where a certain accuracy of sensing and transmitting levels, flows, or other process conditions and controlling operations are called for, means shall be provided to read or determine that the process conditions are within the limits or accuracy specified for the sensing, transmitting, and controlling devices. Where no accuracy is specified, but a knowledge of process conditions is necessary to set operating points, provide accuracy consistent with the requirements for operation of the system.

I. All control and auxiliary relays shall have indicating LEDs. All timing relays shall have On and timing Out LEDs.

J. Status signals for motors powered from VFDs and associated equipment, noted in Part 3 of this section, to be communicated to the associated PLC via Ethernet shall be wired to inputs on the VFD and communicated to/from the PLC via the SCADA System EtherNet/IP network.

K. Hardwired Motor Controls:
   1. Equipment and wiring specified to be hardwired shall be physically wired independent of controllers, programmable relays, and communication systems to allow manual operation in the event of an emergency.
   2. Motor control wiring and logic shall be set up such that in the event of a power failure, equipment shall automatically reset to fail-safe state if previously running, or remain off if previously off. Fail-safe state shall consist of a ramp up to 50 Hz after back-spin timer and pump primer functions are satisfied. A manual reset shall not be required to restart equipment following a power failure.
   3. All hardwired local controls for VFDs shall be fully functional.

1.12 GENERAL CONTROL ALGORITHMS

A. In general, the following is a definition of I/O at VFD cabinet:
   1. Run from auxiliary starter or VFD contact (dry contact).
   2. Fail from starter overload or VFD auxiliary contact (dry contact).
   3. Start/Stop maintained signal to starter or VFD, or as required (dry contact).

4. In Auto/In Remote from selector switch on motor controller (dry contact).
5. Any command to operate shall be acted upon within 5 seconds, and any status feedback signals shall be received within 5 seconds.

B. All setpoints described in Part 3 of this Section shall be operator adjustable throughout the specified range of each setpoint, unless setpoint is noted to be hardcoded into the PLC logic.

C. Remove all existing PLC programming associated with the items being removed as shown on the Drawings and specified herein.

D. Programming algorithms described herein and in Part 3–Execution shall reside within the PLC associated with that equipment.

E. All alarm contacts or system changes following a command must exist or not change for 0 to 5 seconds to activate an alarm at the SCADA System.

F. All analog and digital inputs shall be monitored in the PLC.

G. All analog signals shall be scaled to engineering units in the PLC with real or floating-point data types to prevent scaling values in the HMI. System Supplier shall provide all analog ranges and PLC register/tag addresses to ENGINEER for use with the HMI software. This shall include upper and lower limits for the associated device (i.e., 0 to 150 psi).

H. For all analog input signals to the PLC I/O cards, provide a Transmitter Fail alarm at the SCADA System for each transmitter. Transmitter fail shall be defined as the signal from the transmitter being out of range or not changing for an operator-adjustable time period (0 to 120 minutes). An out-of-range signal shall initiate a transmitter fail alarm regardless of the alarm delay setpoint for an unchanging value. When the alarm delay setpoint for an unchanging value is set to zero minutes, an unchanging value shall be disabled from initiating a transmitter fail alarm.

I. PLCs shall be set up so that the ranges of all analog input signals to the PLC I/O cards can be configured from the HMI software. Provide two operator-adjustable setpoints for each analog input, one corresponding to 4 mA and the other corresponding to 20 mA. These setpoints are applicable to devices attached to the Networked PLCs. This feature is intended to be used for startup and calibration purposes.

J. All equipment controlled automatically from the SCADA System shall have “Call-to-Run” signals generated from their associated PLCs. These signals shall be displayed at the SCADA System through the HMI software. Each associated PLC shall also generate a Call-to-Run Fail alarm if the equipment is called-to-run but does not start within a specific time period. The Call-to-Run Fail alarm shall be generated within the PLC software and may not be combined with other fail signals such as hardwired motor fails, and overtemperature. Call-to-Run Fail alarms shall only be active when the selector switch on the motor controller is in the "Auto" position.

K. All controlled equipment as described herein shall have the capability of manual control from the HMI software through the manipulation of analog or digital variables. This shall be through the use of a “SCADA H-O-A” switch or by forcing a single I/O point as a manual start command. All analog and digital outputs shall be capable of being manually set from the HMI software.

L. Where a manual reset is required at the SCADA System (i.e., level lockout, pressure lockout), the HMI software shall be configured to set a discrete reset bit. Once the PLC receives the bit and the alarm condition has cleared, the PLC shall clear the alarm and place the associated equipment back in service.

M. The SCADA System shall allow the operator to change all setpoints and operating parameters within the PLCs as described herein. All control algorithms and alarms for equipment shall be programmed in the associated PLC and not in the Main PLC. There shall be no control algorithms or alarms in the SCADA computers. Control of each piece of equipment shall be accomplished as described herein and in Part 3–Execution of this section.

N. Each alarm shall have a discrete PLC tag that is able to be toggled at the SCADA System HMI to enable or disable the associated alarm from being activated.

O. Provide a hardcoded minimum speed within the associated PLC for each pump operating on a VFD. The minimum speed shall be the minimum speed at which the pump will still produce flow. Coordinate the minimum speed with the pump manufacturer during startup.

1.13 SPARE PARTS

A. System Supplier shall furnish spare parts for equipment specified herein as listed in Section 26 95 10–Spare Parts.

1.14 WARRANTY

A. Standard One-Year Warranty: Unless otherwise stated below, manufacturer shall warrant the equipment to be free from defects in material and workmanship for a period of one year from Substantial Completion of the project.

PART 2–PRODUCTS

2.01 EXISTING SCADA SYSTEM COMPUTERS AND SOFTWARE AND HMI CONFIGURATION

A. System Supplier shall modify the program of the existing Allen-Bradley ControlLogix PLC and the existing SCADA General Electric iFix HMI graphics as necessary to accommodate the control descriptions in Part 3.

B. Engineering:
   1. System Supplier shall provide all engineering necessary to accomplish and document a system that meets these specifications and is in accordance with the system configuration. The engineering to be performed by System Supplier on this project shall include, but not be limited to, the following categories:
      a. System layouts.
      b. Control panel layouts.
      c. Input/output (I/O) configuration and wiring diagrams.
      d. Programming of PLCs and coordination of addressing with HMI Programming. Coordination shall include address grouping to allow group transfers to the HMI Software.
   2. Submittals: In addition to submittals previously described, provide:
      a. Shop Drawing and Product Data.
      b. Logic Programs.

c. Recommended Spare Parts Lists.

3. Installation: CONTRACTOR shall install all system equipment including, but not limited to, all local I/O enclosures, remote I/O enclosures, and interconnecting cabling. This work shall include all interconnections and wiring from new and existing equipment for completion of the system.

2.02 INDUSTRIAL CONTROL RELAYS AND CONTACTORS

A. Industrial control and power relays shall be installed in existing RTUs where required by System Supplier. Relays used to interface with PLC I/O, motor control circuits, hard-wired control logic, and for loads less than 8 amps shall be terminal style, interposing/isolation relays. Relays for inductive loads, alarm lights, alarm horns, field wiring, or loads up to 15 amps shall be industrial, general purpose square base relays.

B. Relays shall meet the following requirements:
   1. Interposing/Isolation Relays:
      a. Configuration: SPDT or DPDT as required by System Supplier.
      b. Mounting: DIN rail with screw terminal base socket.
      c. Voltage: 120 VAC, or as required by System Supplier.
      d. Contact Rating: 8 A (DPDT), 16 A (SPDT).
      e. Mechanical Operating Life: 10 million cycles.
      f. Status: On-Off flag-type or LED indicator.
      g. UL listed.
      h. Manufacturer: Allen-Bradley, 700-HK, or equal.
   2. General Purpose Relays:
      a. Configuration: DPDT or 3PDT as required by System Supplier.
      b. Mounting: DIN rail with screw terminal base socket.
      c. Voltage: 120 VAC.
      d. Contact Rating: 15 A, minimum; 3/4 hp.
      e. Mechanical Operating Life: 10 million cycles.
      f. Status: On-Off flag-type or LED indicator.
      g. UL listed.
      h. Manufacturer: Allen-Bradley, 700-HB, or equal.

PART 3–EXECUTION

3.01 HIGH SERVICE PUMP 2 (HSP2) VFD

A. Provide comprehensive wiring diagrams and control schematics for the new ABB ACS 880 37 VFD specified in Section 26 24 19–Motor Control. Control scheme shall be as noted on the schematic based on the specified VFD components, conduit and wiring schedule, and field instruments noted on the plan drawings.

B. The new VFD shall be equipped with the following door-mounted devices: ETM, LOCAL-REMOTE SPEED CONTROL SELECTOR SWITCH, SPEED POTENTIOMETER, RESET PUSHBUTTON, and the following indicating lights:
   1. Green RUNNING.
   2. Red STOPPED.
   3. Blue READY.
   4. Amber COMMON FAIL.
   5. Amber MOTOR OVERTEMP SHUTDOWN.
   6. Amber VIBRATION WARNING.

3.02 RTU-1/4 MODIFICATIONS

A. RTU-1/4 currently has the following I/O for HSP2 from MCC-B:
   1. (DI) HSP2 Running.
   2. (DI) HSP2 Stopped.
   3. (DI) HSP2 Common Fail Alarm.
   4. (DI) HSP2 H-O-A in Auto.
   5. (DO) HSP2 Run/Stop Command.
   6. (AI) HSP2 Vibration.

   These I/O will remain as-is at the RTU, but will be rewired by CONTRACTOR from the HSP2 VFD, so they will need to be re-terminated by CONTRACTOR at RTU-1/4.

B. The following new I/O will be added to RTU-1/4:
   1. (D1) HSP2 E-Stop.
   2. (DI) HSP2 Motor Overtemp.
   3. (Di) HSP2 Pump Vibration Warning.
   4. (DI) HSP2 VFD Speed Control Selector Switch in Local.
   5. (AI) HSP2 Speed Feedback.
   6. (AO) HSP2 Speed Command.
   7. (AI) HSP2 Motor Current Draw.

   These new I/O must be terminated by CONTRACTOR at RTU-1/4 field terminals and new RTU-1/4 internal panel wiring to existing or new I/O cards must be added by System Supplier.

C. RTU-1/4 PLC programming shall be modified by System Supplier to incorporate logic necessary to process the added status and alarm signals and control HSP2 speed from the SCADA interface.

END OF SECTION

SECTION 26 24 19

MOTOR CONTROL

PART 1–GENERAL

1.01 SUMMARY

A. Work Included:
1. Motor control devices, accessories, and general requirements.
2. Variable frequency drives.

B. Related Sections and Divisions:
1. Applicable provisions of Division 01 shall govern work in this section.
2. All other sections of Division 26.

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1.02 REFERENCES

A. ANSI/NEMA ICS 6–Enclosures for Industrial Controls and Systems.

B. NEMA AB 1–Molded Case Circuit Breakers.

C. NEMA ICS 2–Industrial Control Devices, Controllers, and Assemblies.

D. NEMA ICS-18–Motor Control Centers.

E. NEMA KS 1–Enclosed Switches.

F. NEMA PB 1–Panelboards.

G. NEMA PB 1.1–Instruction for Safe Installation, Operation, and Maintenance of Panelboards Rated 600 Volts or Less.

1.03 QUALITY ASSURANCE

A. Manufacturers of Motor Control Equipment: Firms regularly engaged in the manufacture of motor control equipment of the types and capacities required whose products have been in satisfactory use in similar service for not less than 10 years.

B. UL Labels: Provide motor control devices, manual motor controllers, magnetic motor starters, solid-state starters, variable frequency drives, combination motor starters, motor control centers, etc., which have been listed and labeled by Underwriters Laboratories.

1.04 SUBMITTALS

A. Submit shop drawings and product data in accordance with provisions of Section 01 33 00–Submittals.

B. Provide product data on VFDs, relays, pilot devices, and switching devices.

1.05 OPERATION AND MAINTENANCE DATA

A. Submit operation and maintenance data under provisions of Section 01 33 00–Submittals.

B. Include spare parts data listing; source and current prices of replacement parts and supplies; and recommended maintenance procedures and intervals.

1.06 DELIVERY, STORAGE, AND HANDLING

A. Store in a clean, dry space. Maintain factory wrapping or provide an additional heavy canvas or heavy plastic cover to protect units from dirt, water, construction debris, and traffic.

B. Handle in accordance with manufacturer’s written instructions. Lift only with lugs provided for the purpose. Handle carefully to avoid damage to motor control center components, enclosure, and finish.

1.07 SPARE PARTS

A. Furnish spare parts for equipment specified herein as listed in Section 26 95 10–Spare Parts.

1.08 COORDINATION

A. To provide proper coordination between Section 26 09 00–Controls and Instrumentation, and equipment specified herein, all equipment specified in this section shall be supplied as part of the Controls and Instrumentation package described in Section 26 09 00. This shall include, but not be limited to, equipment such as MCCs, stand-alone VFDs and control stations. Drawings for VFDs and motor control equipment shall be provided by the Section 26 09 00 System Supplier. Drawings from equipment manufacturers will not be accepted as shop drawings or O&M documents.

B. To provide proper coordination between CONTRACTOR, equipment manufacturer, and equipment specified herein, all equipment specified in this section shall have shop drawing submittals provided by equipment manufacturer. This shall include, but not limited to,

equipment such as stand-alone VFDs and control stations. Drawings for VFDs and motor control equipment shall be specific to the project and factory engineered by equipment manufacturer. Generic drawings from equipment manufacturer will not be accepted as shop drawings or O&M documents.

1.09 WARRANTY

A. Standard One-Year Warranty: Unless otherwise stated below, manufacturer shall warrant the equipment to be free from defects in material and workmanship for a period of one year after Final Payment.

PART 2–PRODUCTS

2.01 ACCEPTABLE MANUFACTURERS

A. Motor control devices and variable frequency drives shall be as manufactured by ABB, or equal, as approved by ENGINEER. All equipment specified in this section and provided by CONTRACTOR shall be by the same manufacturer.

B. The Drawings and Specifications were prepared based on ABB. CONTRACTOR shall include in the Bid and shall be responsible for the cost of any changes to accommodate other equipment including, but not limited to, structural, mechanical, and electrical work. CONTRACTOR shall also pay additional costs necessary for revisions of Drawings and/or Specifications by ENGINEER.

2.02 MOTOR CONTROL DEVICES, ACCESSORIES, AND GENERAL REQUIREMENTS

A. Auxiliary Contacts: NEMA ICS 2; two field convertible contacts minimum, in addition to seal-in contact, or as necessary.

B. Push buttons: NEMA ICS 2; heavy-duty, oiltight (30 mm) as specified herein and shown on the Drawings. Pushbuttons in hazardous locations shall be rated NEMA 7. Pushbuttons in exposed, outdoor locations shall be rated NEMA 4X.

C. Indicating Lights: NEMA ICS 2; heavy-duty, oiltight (30 mm), LED, push-to-test type as specified herein and shown on the Drawings. Indicating lights in hazardous locations shall be rated NEMA 7. Indicating lights in exposed, outdoor locations shall be rated NEMA 4X.

D. Selector Switches: NEMA ICS 2; heavy-duty, oiltight, (30 mm) as specified herein and shown on the Drawings. Selector switches in hazardous locations shall be rated NEMA 7. Selector switches in exposed, outdoor locations shall be rated NEMA 4X.

E. Contactors: NEMA ICS 2. All contactors for starters specified herein, including VFD and bypass starters, shall be NEMA rated. IEC contactors are not allowed. Contactors shall be Allen-Bradley, Bulletin 509, or equal.

F. Control Power Transformers: 240/120-volt secondary. Each motor controller shall have a dedicated control power transformer.

G. Elapsed Time Meters: Redington/Engler 722 series, or equal, 3 inches round, flush door mounted, capable of reading up to 99,999.9 hours, nonreset type.

H. Industrial control and power relays shall be installed in motor control centers, pump control panels, and motor controller enclosures where required by System Supplier. Relays used to interface with PLC I/O, motor control circuits, hard-wired control logic, and for loads less than 8 amps shall be terminal style, interposing/isolation relays. Relays for inductive loads, alarm lights, alarm horns, field wiring, or loads up to 15 amps shall be industrial, general purpose square base relays. Relays for lighting circuits or loads greater than 15 amps shall be industrial, electrically held power relays. Relays shall meet the following requirements:
   1. Interposing/isolation relays:
      a. Configuration: SPDT or DPDT as required by System Supplier.
      b. Mounting: DIN rail with screw terminal base socket.
      c. Voltage: 120 VAC, or as required by System Supplier.
      d. Contact Rating: 8A (DPDT), 16 A (SPDT).
      e. Operating Life: 10 million cycles.
      f. Status: On-Off flag-type or LED indicator.
      g. UL listed.
      h. Manufacturer: Allen-Bradley, 700 HK, or equal.
   2. General purpose relays:
      a. Configuration: DPDT or 3 PDT as required by system supplier.
      b. Mounting: DIN rail with screw terminal base socket.
      c. Voltage: 120 VAC.
      d. Contact Rating: 15 A, minimum; 3/4 hp.
      e. Operating Life: 10 million cycles.
      f. Status: On-Off flag type or LED indicator.
      g. UL listed.
      h. Manufacturer: Allen-Bradley, 700-HB, or equal.
   3. Power relays.
      a. Configuration: Electrically-held, 2-12 poles.
      b. Mounting: DIN rail, square base.
      c. Voltage: 120 VAC.
      d. Contact Rating: 20 A continuous; 1 hp.
      e. Operating Life: 10 million cycles.
      f. UL listed.
      g. NEMA rated.
      h. Manufacturer: Allen-Bradley, 700-PK, or equal.
   4. All timing relays shall have On and timing Out LEDs. Timing relays shall be Allen-Bradley, 700-HN, or equal.

I. Manufacturer of Accessories:
   1. Terminal blocks shall meet the requirements of Section 26 05 19–Wire.
   2. Wire markers shall meet the requirements of Section 26 05 53–Electrical Identification.

J. All motor control power shall be 120 volts with suitable protection (fuses or breakers). Fuse holders shall be provided with integral LEDs to indicate when the fuse is blown.

K. All motor controllers shall be equipped with the auxiliary devices to meet the requirements of the Drawings and Specifications. Each motor controller operating at other than 120-volt, single-phase shall be equipped with a control transformer providing 120-volt secondary for control power. Transformer shall have fused primary and secondary connections and shall be sized per manufacturer’s recommendations. Coils and pilot lights in all motor controllers shall be 120 volts.

L. Enclosures for Stand-Alone Controllers, Starters, and Control Devices:
   1. Enclosures in indoor dry locations shall be NEMA 1 gasketed.
   2. Enclosures in indoor damp or wet locations, outdoor locations, or locations below grade shall be NEMA 4X, stainless steel.
   3. Enclosures in hazardous locations shall be NEMA 7, cast iron.
   4. Starters and disconnect devices for motors shall be installed in common enclosures, combination type, with all accessories such as terminal blocks, push-to-test pilot lights, and H-O-A switches.
   5. All wiring within motor controller enclosures shall be landed on terminal blocks. This shall include internal control wiring, field wiring, and any spare or unused wiring.
   6. Control stations shall include devices as shown on the Drawings and specified in Section 26 09 00–Controls and Instrumentation.

2.03 VARIABLE FREQUENCY DRIVES

A. VFDs shall be provided to match the load type (constant or variable torque) of the specified application, as well as the full load amps of the motor furnished for the project.

B. System Operating Conditions:
   1. 480 VAC ±10%.
   2. Three-phase, 3-wire, any phase sequence.
   3. 60 Hz ±2%.
   4. Storage temperature -25°C to +55°C.
   5. Operating temperature 0 to 40°C.
   6. Altitude: 3,300 feet above sea level maximum.
   7. Humidity: 95% noncondensing maximum.

C. Variable Frequency Unit:
   1. Conform to NEMA and NEC standards.
   2. CSA and ETL approved and/or UL approved.
   3. Overall VFD efficiency shall be a minimum of 97.0% at 100% speed and motor load at nominal line voltage. Efficiency rating shall include control power supplies, control circuits, and all cooling fans.
   4. Input:
      a. Withstand without component failure line voltage transients up to 3,000 volts per ANSI C37.
      b. Design shall include two DC bus chokes used in conjunction with one or more capacitors. The DC bus chokes shall be incorporated in the design to minimize line-side harmonics. Magnetic-only designs shall include line filters to limit harmonics to a value no greater than in a system using dual DC bus chokes.
      c. Include MOV line-side protection.
      d. Inverter input for six pulse VFDs shall have a true power factor of 0.95 or better at rated load and nominal line voltage throughout the entire speed range.
      e. Units shall be capable of operating attached to the same power bus without affecting each other's operations. If operational problems occur, an isolation transformer shall be added to each drive at no additional Contract cost.
      f. Drives larger than 40 hp shall include fuses on the drive input. Fuses shall be provided with indicating-type fuse blocks as manufactured by Bussman Model JM60, including see-through covers with integral open fuse indicating lights for each fuse. Fuses 60A and greater are allowed to have integral blown fuse indication and be provided with nonindicating type fuse blocks.

5. Inverter Output:
    a. Inverter shall utilize latest generation IGBTs, be microprocessor based, and isolated from power circuits.
    b. Match motor specified.
    c. Three-phase, 3-wire.
    d. Pulse width modulated wave form with selectable Sensorless Vector, Flux Vector, Volts/Hertz, and adjustable voltage control modes.
    e. Maximum output 460 volts.
    f. Frequency 2 to 650 Hz.
    g. Frequency accuracy ±1% of setting at any point in the specified speed range in a 24-hour period.
    h. Full load output current shall be rated in excess of the AC motor selected.
    i. Motor performance:
        (1) 3% regulation in the manual speed control mode.
        (2) Normal duty overload rating: 110% continuous current for 1 minute; 150% for 3 seconds.
        (3) Heavy-duty overload rating: 150% continuous current for 1 minute; 180% for 3 seconds.
        (4) 110% starting torque minimum.
6. AC drive features:
    a. Embedded I/O for discrete and analog signals. Analog signals shall include 4-20 mA circuitry mounted on separate printed circuit board to include offset, slope, minimum clamp, and separate acceleration and deceleration adjustments from 0 to 3600 seconds. An internal manual speed potentiometer is to be provided for simulating the 4-20 mA input for start-up and maintenance. The circuit is to be designed to accept either a positive or negative signal, grounded or ungrounded.
    b. Slot-based architecture for expansion control and communication cards.
    c. Real-time clock with battery for date/time stamping of events.
    d. Integral thermostat control of door-mounted cooling fans. Regardless of thermostatic control, cooling fans shall be de-energized when a manufacturer-recommended cool-down time delay is reached after motor is stopped.
    e. Current limit circuitry: 20% to 160% of drive-rated amps.
    f. Additional features for constant torque units shall include:
        (1) IR compensation to provide automatic voltage boost or reduction to optimize both starting torque and system input kW.
        (2) Slip compensation to provide 0.5% regulation with a 100% load change.
        (3) Inner current loop regulator.
7. Enclosures:
    a. The VFD system shall be furnished with NEMA-rated (as previously specified) floor-mounted freestanding structure.
    b. Items to be mounted in the VFD structure or structures:
        (1) Inverter.
        (2) Incoming door interlocked, thermal-magnetic, molded-case circuit breaker.
    c. NEMA 4/13 items to be door-mounted on the enclosure:
        (1) Control devices, pilot lights, selector switches, etc., as shown on the Drawings and specified herein.
        (2) Interface to the drive shall be via a removable human interface module (HIM) with integral display. This unit shall be a 7-line by 21-character backlit LCD display with graphics capability. HIM shall be used to display drive-operating conditions, fault/alarm indications, and programming information with full text support in multiple languages. The LCD HIM shall be rated IP20/Type 1 and

may also be used as a handheld terminal by connecting via a separate cable. The HIM keypad shall include programming keys, drive operating keys (Start, Stop, Direction, Jog, and Speed Control), numeric keys for direct entry and an ALT (alternate function) key to allow drive programming or operating functions to be accessed directly without knowledge of programming structure. The HIM unit shall be mounted on the front of the enclosure door so the operator does not have to open the enclosure to access the HIM.

8. VFD protection:
   a. Adjustable current limit of 20 to 160% minimum.
   b. Instantaneous overcurrent trip.
   c. Electronic ground fault and short-circuit protection to shut down the drive without fuse or component failure. Electronic ground- and short-circuit protection to be functional with an input line of 480 VAC ±10%. The drive manufacturer is to be prepared to demonstrate ground fault and short-circuit protection without the use of an isolation transformer at drive start-up.
   d. Input thermal-magnetic ambient compensated circuit breaker with a through-the-door interlocked operator.
   e. Shut down on loss of any input phase for longer than 3 cycles.
   f. Output phase sequence to be independent of input phase sequence.
   g. High- or low-sustained voltage.
   h. 120 VAC grounded control circuits.
   i. Electrically and/or optically isolated low voltage logic.
   j. Corrosion protection:
      (1) Gold-plated plugs (male and female section) on all printed circuit boards.
      (2) Protective board coating (conformal coating).
   k. MOV converter protection.
   l. DC bus chokes to minimize line side current harmonics.
   m. Additional features for constant torque units:
      (1) I^2T protection to provide 150% current for one minute.
      (2) Regenerative override protection.
9. VFD adjustments:
   a. Maximum speed: 50 to 100%.
   b. Minimum speed: 0 to 70%.
   c. Current limit: 20 to 110%, 160% on constant torque units.
   d. Linear acceleration 0 to 3,600 seconds.
   e. Linear deceleration 0 to 3,600 seconds.
   f. Output volts/Hz trim.
   g. Voltage boosts.
   h. Additional features for constant torque units:
      (1) Slip compensation.
      (2) IR compensation.
   i. All drives shall attempt to restart three times prior to indicating failure.
10. Inverter digital or LED diagnostic features:
   a. Current limit signal.
   b. Regenerative override signal.
   c. External fault (e.g., motor overload).
   d. Low line voltage.
   e. High line voltage.
   f. Current overload.
   g. High DC bus voltage.
   h. Current trip.

i. Short-circuit.

11. Inverter Construction: Modular construction for ease of maintenance.
12. Mount modules on enclosure subpanel:
    a. Easily accessible from front.
    b. Interconnect with plugs.
    c. Construct boards of fire-retardant materials in accordance with NEMA grade FR4 specifications.

D. Inverter Quality Control:
1. Test all power devices at rated temperature and current for dv/dt, tq, TRR, and leakage.
2. Test integrated circuits for programmed parameters at rated temperature.
3. Treat printed circuit boards for corrosion resistance (conformal coating).
4. Provide gold-plated connections at all points where plugs are used.
5. Thermal cycle all printed circuit boards for 10 cycles between 0°C to 65°C prior to installation in inverter.
6. All units to be tested at a rated load and temperature after assembly.

E. The 6-pulse variable speed drives shall be ABB, or equal, ACQ 880 37.

F. During start-up activities, CONTRACTOR and System Supplier shall bump-test the VFD and motor to determine harmonic frequencies that the VFD should be set to skip. Minimum, maximum, and harmonic skip speed setpoints shall be programmed into each VFD. CONTRACTOR shall coordinate these setpoints with the manufacturer of the equipment served. CONTRACTOR shall provide a table listing the minimum, maximum, and skip setpoints programmed into each VFD on the project to ENGINEER and OWNER.

G. Provide manufacturer certified start-up and warranty service for each VFD. Service shall be for 2 years and include all travel and expenses. Warranty service shall commence at the date of substantial completion.

2.04 HIGH SERVICE PUMP 2 MOTOR REPLACEMENT

A. The existing motor shall be replaced:
1. The motor shall be 350 hp, frame 1685S, horizontal, copper-windings, squirrel cage induction type, totally enclosed, fan-cooled, ball bearing, 1,770 rpm, 105°C rise above 40°C ambient on continuous operation, NEMA Design B, NEMA Class F insulation with a Class B temperature rise, built for variable speed operation.
2. Motor shall be built for operation on 460 volt, three-phase, 60 cycle current, with allowance for ±10% voltage variation and shall be labeled so.
3. The motor shall have a 1.15 service factor.
4. Minimum rated bearing life shall be 100,000 hours. Nameplate data shall identify the bearing and the type and weight of lubricant required. Bearing shall be proper for use with motor and pump setting.
5. A nonreverse ratchet shall be included.
6. The motor shall have a shop prime coat and finish coat. The finish coat color shall be selected by OWNER to match all existing HSP pump motors.
7. Motor shall be provided with thermal sensors applied to the motor windings to shut down the motor in the event of overtemperature. Manual reset at the VFD shall be required to restart motor.

8. Motors shall have copper windings and ball or roller bearings in end brackets of steel or cast iron or aluminum brackets with steel bearing sleeves. Motor shall be equipped with a built-in shaft grounding ring.
9. Motor shall be variable torque, inverter duty rated meeting the requirements of NEMA MG1, Part 31, and be capable of operating with a minimum turndown of 4:1.
10. Motors shall be premium efficient according to NEMA MG1.
11. Verify new motor frame size with existing discharge head prior to installation. Provide adapter plate as required.
12. Provide new coupling between motor and existing pump. Provide all miscellaneous materials required for installation of motor, to align motor shaft with existing pump shaft, and for connection to existing pump shaft. Motor shall be manufactured by US Motors, General Electric, or equal.
13. Provide lifting eyes for motor.
14. Motor shall conform to all applicable requirements of NEMA, ANSI, IEEE, and NEC standards, and shall be UL listed for the service specified.
15. Provide a new motor coupling matching the existing pump and the replacement motor. Coupling shall be pin-and-bush-style flexible coupling appropriately rated for the pump torque, Flender model N-EUPEX, or OWNER-approved equal.

PART 3–EXECUTION

3.01 INSTALLATION

A. Provide motor control equipment in accordance with manufacturer's instructions and Drawings.

B. All motor control wiring shall be installed in accordance with control wiring diagrams furnished.

C. Wireways in the VFD enclosure shall be used only for routing of conductors. Splices are not allowed within wireways.

D. All wiring within the VFD enclosure shall be landed on terminals inside buckets or equipment compartments and not left unterminated within wireways. This shall include all internal MCC wiring and external field wiring, including spare wires.

E. Motor Data: Provide neatly typed label inside each motor controller enclosure identifying motor served, nameplate horsepower, full-load amperes, code letter, service factor, and voltage/phase rating.

F. Control wiring and field wiring (120 V and below) within the VFD enclosure shall be separated from power wiring (277 V and above). Where possible, route control and field wiring in separate raceways or wireways. Provide a minimum of 2 inches separation between control wiring, field wiring, and power wiring.

G. CONTRACTOR shall be responsible for electrical connections for power and control circuit wiring, proper phase relationships, and correct motor rotation.

H. Provide motor circuit wiring for each motor from the source of supply to the terminal box on the motor including all intermediate connections at VFDs, disconnect switches, etc.

I. All feeder cable connections to motor leads up to 600 volts shall be insulated and sealed with factory-engineered kits, as specified in Section 26 05 19–Wire.

END OF SECTION

SECTION 26 27 26

WIRING DEVICES

PART 1–GENERAL

1.01 SUMMARY

A. Work Included:
   1. Wall Switches.
   2. Cover Plates.
   3. Control Stations.
   4. Ceiling-Mounted Occupancy Sensors.
   5. Time Switches.

B. Related Sections and Divisions: Applicable provisions of Division 01 shall govern work in this section.

1.02 REFERENCES

A. NEMA WD 1–General-Color Requirements for Wiring Devices.

B. NEMA WD 5–Specific-Purpose Wiring Devices.

C. Drawings–Bill of Materials.

1.03 QUALITY ASSURANCE

A. Manufacturers of switches, outlets, boxes, lamps, lugs, etc.: Firms regularly engaged in the manufacture of these products, of the types and ratings required, whose products have been in satisfactory use in similar service for not less than 5 years.

B. Installer: A firm with at least 5 years of successful installation experience on projects with electrical wiring installation work similar to that in this project.

C. Code Compliance: Comply with National Electrical Code (NFPA 70) and any and all local codes as applicable to construction and installation of electrical wiring devices, material, and equipment herein specified.

D. UL Labels: Provide electrical material, etc., which have been listed and labeled by Underwriters Laboratories.

E. NECA Standard: Comply with applicable portions of National Electrical Contractor's Association's "Standard of Installation."

1.04 SUBMITTALS

A. Submit shop drawings and product data in accordance with provisions of Section 01 33 00–Submittals.

B. Provide product data showing configurations, finishes, dimensions, and manufacturer's instructions.

PART 2–PRODUCTS

2.01 WALL SWITCHES

A. A-C general use Industrial specification grade, snap switch, 20 amperes, 277 volts, one of the following: Eaton 122*, Leviton 122*, or Pass and Seymour PS20AC*.

B. Class I Switches: AC general use snap switch, 20 amperes, Crouse-Hinds EDS, or equal.

C. Provide white-colored handles.

*Complete catalog number for pole arrangement necessary.

D. Dimmer switches shall be rated for LED, fluorescent, and incandescent use.

2.02 COVER PLATES

A. Indoor outlet and switch boxes that are surface mounted or recessed in non-hazardous, unfinished spaces shall be provided with standard 302 series stainless steel cover plates. Provide blank 302 stainless steel cover plates for unused outlet and switch boxes and where noted. Indoor outlet and switch boxes that are recessed in non-hazardous, finished spaces shall be provided with thermoplastic, white cover plates. Finished spaces shall be defined as areas with boxes recessed in gypsum board walls.

B. NEMA 4X, Class II, Division 2, and weatherproof switch covers shall be Thomas and Betts, Industrial Gray, toggle switch cover, Model E98TSCN-CAR, Eaton S2983 or equal.

C. While in use receptacle covers for exterior use shall be Leviton IUM1V-GY, or equal.

2.03 CONTROL STATIONS

A. Provide control station enclosures as listed below, unless noted otherwise on the Drawings:
   1. Indoor dry locations: NEMA 12, steel.
   2. Outdoor, corrosive, or wet locations: NEMA 4X, stainless steel.

B. Push buttons: NEMA ICS 2; heavy-duty, oiltight (30 mm) as shown on the Drawings. Pushbuttons in exposed, outdoor locations shall be rated NEMA 4X.

C. Indicating Lights: NEMA ICS 2; heavy-duty, oiltight (30 mm), LED, push-to-test type as shown on the Drawings. Indicating lights in exposed, outdoor locations shall be rated NEMA 4X.

D. Selector Switches: NEMA ICS 2; heavy-duty, oiltight, (30 mm) as shown on the Drawings. Selector switches in exposed, outdoor locations shall be rated NEMA 4X.

2.04 CEILING-MOUNTED OCCUPANCY SENSORS (TYPE 3)

A. The sensor shall use both passive infrared and ultrasonic detection methods for detecting room occupancy. The unit shall fit on/in a standard octagon box and shall require two wires and a grounded box for proper operation.

B. Sensors shall have selectable DIP switches to adjust sensitivity settings to fit occupants usage patterns.

C. Sensors shall be mounted to the ceiling with a flat, unobtrusive appearance and provide 360 degrees of coverage.

D. Sensor shall utilize a temperature compensated dual element sensor and a multielement Fresnel lens. Fresnel lens shall be a Poly IR 4-based material to filter short wavelength infrared, such as those emitted by the sun and other visible light sources.

E. The sensors shall feature terminal-style wiring.

F. The sensor shall have a 34-element Extended Range lens.

G. Sensor shall cover 360 degrees, up to 2,000 square feet of walking motion with the Standard Lens mounted at 8 feet AFF.

H. Sensors shall operate at 24 VDC/VAC and half-wave rectified and utilize a power pack.

I. Switchpack shall be a self-contained transformer and relay module and shall meet the following requirements:
   1. Switchpack shall have 1/2-inch snap-in nipple for 1/2-inch knockouts. Power and auxiliary relay packs shall be mounted inside of junction boxes above suspended ceilings. If the occupancy sensor is installed in an unfinished exposed location, sensor shall be installed within a junction box. The junction box cover shall be permanently labeled “OS Control.”
   2. Switchpack shall have dry contacts capable of switching 20 amp ballast load, 13 amp incandescent, 1 hp at 120 VAC, 60 Hz.
   3. Switchpack shall provide a 24 VDC, 150 mA output.
   4. Switchpack shall be capable of parallel wiring without regard to AC phases on the primary.
   5. Switchpack shall be identical in physical size to power packs and contain no transformer power supply and shall switch 120 VAC.
   6. Switchpack shall be UL 2043 listed, use UL 94 V-O plenum rated plastic, and have low voltage Teflon-coated leads, rated for 300 volts.
   7. Switchpack shall be UL and CUL listed.
   8. Switchpack shall be Model SP20 as manufactured by Greengate, Leviton OPP20, or equal.

J. The sensor shall have an additional single-pole, double-throw isolated relay with normally open, normally closed, and common outputs.

K. Sensors shall have a time delay that is adjusted automatically or shall have a fixed time delay of 5 to 30 minutes set by DIP switches.

L. The sensor shall have a LED indicator that remains active at all times in order to verify detection within the area to be controlled. The LED shall be able to be disabled for applications that require less visibility.

M. Ceiling-mounted motion sensor shall be OAC-DT-MicroSet by Greengate, Model OSC20-M0 as manufactured by Leviton, or equal.

2.05 TIME SWITCHES

A. The switch shall be programmed to automatically turn lights off after a preset time.

B. The delay timer shall be adjustable with a range of 2 hours to 12 hours.

C. Switch shall be rated for 120/277 V, 1800 W load.

D. The switch shall include a beep warning every 5 seconds during the last minute of countdown. Also, the switch shall flash lights (for warning) at 1 minute before timer expires.

E. Time scrolling shall be provided to override preset time by pressing the ON/OFF switch for 4 seconds.

F. A LCD shall be provided to show countdown time.

G. The switch shall have zero crossing circuitry.

H. Time switch shall be Greengate Model TSW-MV, Leviton Model DT112-1L, or equal.

PART 3–EXECUTION

3.01 INSTALLATION

A. Install wall switches 48 inches above floor (top of box), “Off” position down, unless otherwise noted.

B. Install wall dimmers 48 inches above floor (top of box) and derate ganged dimmers as instructed by the manufacturer. Do not use common neutral.

C. Install devices and cover plates flush and level.

D. Back wiring is not allowed for switches and receptacles. Wires shall be terminated with the device screw terminal.

E. Individual labels shall be placed on the back of all switch faceplates and receptacle faceplates indicating the lighting panel and circuit from which the switch or receptacle is fed. Labels shall be white background with black lettering no smaller than 12-point font. Provide permanently attached self-adhesive type, machine fed, and self-laminating labels, or equal. All labels must be by the same manufacturer, same size, and same font. Handwritten labels are not acceptable.

F. Individually adjust each occupancy sensor’s sensitivity and install sensor shields as required such that the sensor properly serves movement in all areas of the room, but does not energize lighting due to movement in adjacent rooms or due to ambient noise in the space

when unoccupied (e.g., noise from pumps, refrigerators, HVAC equipment, servers, etc.). Adjust off-delay timers as required so that sensors operate in a manner that is acceptable to OWNER.

END OF SECTION

SECTION 26 28 00

OVERCURRENT PROTECTIVE DEVICES

PART 1–GENERAL

1.01 SUMMARY

A. Work Included: Provide overcurrent protective devices as shown on the Drawings, as specified herein, and as needed for a complete and proper installation.

B. Related Sections and Divisions: Applicable provisions of Division 01 shall govern work in this section.

1.02 SUBMITTALS

A. Submit shop Drawings and product data in accordance with provisions of Section 01 33 00–Submittals, including electrical ratings, physical size, interrupt ratings, trip curves, I^2t curves, and manufacturer's detailed specifications.

1.03 QUALITY ASSURANCE

A. Comply with the following requirements:
   1. NFPA 70 National Electrical Code (NEC).
   2. Local codes and ordinances.
   3. Provide overcurrent protective devices by same manufacturer for each type of device.

1.04 SPARE PARTS

A. Provide the following spare parts to OWNER that match items specified:
   1. In three-phase circuits: Three fuses of each type and rating.
   2. In single-phase circuits: Two fuses of each type and rating.

1.05 DELIVERY, STORAGE, AND HANDLING

A. Comply with pertinent provisions of Section 01 60 00–Materials and Equipment.

B. Store in a clean, dry space. Maintain factory wrapping or provide an additional heavy canvas or heavy plastic cover to protect units from dirt, water, construction debris, and traffic.

PART 2–PRODUCTS

2.01 FUSES

A. General purpose fuses for protection of motors:
   1. Use UL Class RK-1 fuses:
      a. Single end rejection or to fit mountings specified.
      b. 0 to 600 ampere rating.
      c. 200,000 ampere interrupting capacity.
      d. Dual element, time delay.

e. Use Bussman Low Peak LPN-RK, or equal: 250-volt rating.
f. Use Bussman Low Peak LPS-RK, or equal: 600-volt rating.

2. Use UL Class L fuses:
a. Bolt-in type.
b. 601 to 6,000 ampere rating.
c. 200,000 ampere interrupting capacity.
d. Time delay.
e. Use Bussman HI-CAP, KRP-C, or equal: 600-volt rating.
f. All fuses shall be provided with indicating-type fuse blocks.

B. General purpose fuses for protection of motor control circuits, AND control transformers:
1. Use UL Class CC, fast-acting, single-element fuses.
2. Rated for 0 to 30 amperes.
3. Provide 200,000 ampere interrupting capacity.
4. Use Bussman Limitron KTK-R, or equal: 600-volt rating.

C. All lugs shall be rated to accept copper conductors.

2.02 CIRCUIT BREAKERS

A. General:
1. Comply with UL 489 requirements.
2. Provide thermal and magnetic protection unless noted otherwise.

B. Feeder Breakers:
1. Circuit breakers shall have a 65,500-amp short-circuit interrupting rating.
2. Solid-State Circuit Breakers: Circuit breakers with frame sizes 400 amperes and larger shall be provided with an integral LED ammeter, electronic sensing, timing, and tripping circuits with adjustable settings. Provide adjustable long-time pickup, long-time delay, short-time pickup, short-time delay, and instantaneous pickup settings.

C. All lugs shall be rated to accept copper conductors.

2.03 ENCLOSURES

A. Circuit breaker shall be installed within the VFD enclosure.

2.04 ACCESSORIES

A. Provide accessories as listed below:
1. Auxiliary Switch: 120 volts AC DC.
2. Handle Lock: Include provisions for padlocking.
3. Mechanical trip device.
4. Handle extension for all molded case circuit breakers 600 amps and larger.

PART 3–EXECUTION

3.01 INSTALLATION

A. Install overcurrent protective devices in accordance with manufacturer’s recommendations.

3.02 ADJUSTMENT

A. Set and record adjustable settings on circuit breakers to provide selective coordination and proper operation.

END OF SECTION

SECTION 26 95 10

SPARE PARTS

PART 1–GENERAL

1.01 SUMMARY

A. Work Included: Spare parts for applicable sections of Division 26 as noted below.

B. Related Sections and Divisions: Applicable provisions of Division 01 shall govern work in this section.

1.02 QUALITY ASSURANCE

A. UL Labels: All electrical equipment and material shall be listed and labeled by Underwriters Laboratories, except where UL does not include the equipment in their listing procedures.

B. NEMA/ANSI Compliance: Comply with National Electrical Manufacturer's Association, American National Standards Institute, and other standards pertaining to material, construction, and testing where applicable.

1.03 PRODUCT DELIVERY, STORAGE AND HANDLING

A. All electrical equipment and material shall be received and stored with the factory winter-proof wrapping intact. Provide factory-wrapped waterproof flexible barrier metal for factory packaging of equipment and material to protect against physical damage in transit. When applicable, equipment stored shall be in factory coverings in a clean, dry, indoor space which provides protection against the weather.

B. All spare parts shall be suitably boxed or wrapped to prevent deterioration and shall be completely identified on the outside.

PART 2–PRODUCTS

2.01 ACCEPTABLE MANUFACTURERS

A. Spare parts specified herein shall be provided by the same manufacturer as the equipment provided on the project.

2.02 MOTOR CONTROL

A. The following shall be furnished by Section 26 09 00–Controls and Instrumentation System Supplier:
   1. Two spare fuses for each type of control and current-limiting fuse provided.
   2. One set of fuses for each VFD size (horsepower) provided.
   3. One replacement relay for each type of relay provided, including time-delay relays.

2.03 LIGHTING CONTROLS

A. CONTRACTOR shall furnish the following:
   1. Six Time Switches.
   2. Six Switchpacks.
   3. Twelve Occupancy Sensors.

PART 3–EXECUTION

NOT APPLICABLE

END OF SECTION

END OF SPECIAL PROVISIONS - DETAIL SPECIFICATIONS

APPENDIX

OWNER-PROVIDED DRAWINGS

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N

1/8" = 1'- 0"
4 2 0 4 8

GENERAL NOTES:

1. PENDANT MOUNT THE BOTTOM OF LUMINAIRES 9'-0" A.F.F. LEVEL UNLESS OTHERWISE NOTED.
2. SEE DRAWINGS E-1 AND E-2 FOR LEGENDS AND ABBREVIATIONS.
3. SEE DRAWING E-79 FOR LIGHTING FIXTURE SCHEDULE AND E-76 FOR LIGHTING PANEL BOARD SCHEDULES.
4. ALL LIGHT FIXTURES AND RECEPTACLES SHOWN IN THIS PLAN SHALL BE SERVED FROM LP-M1, UNLESS OTHERWISE SPECIFIED.
5. WALL MOUNT THE BOTTOM OF EMERGENCY BATTERY HEADS 9'-0" A.F.F. LEVEL.

KEYNOTES:

(1) WALL MOUNT THE BOTTOM OF LUMINAIRES 9'-0" A.F.F. LEVEL.

(2) SWITCH CONTROL FOR LIGHT FIXTURES MOUNTED IN THE UPPER LEVEL OF HIGH LIFT PUMP STATION. SEE DRAWING E-46 FOR LIGHTING LAYOUT.

(3) PROVIDE TWO POLE OCCUPANCY SENSOR IN TOILET ROOM A-100 TO CONTROL THE LIGHTS AND EXHAUST FAN.

RECORD DRAWING

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By MICHAEL KAHN Date APRIL 2015

CDM Smith

LIGHTING

PLAN

1/8" = 1'-0"

REV. NO.	DATE	DRWN	CHKD	REMARKS
	3/27	RMM	DDT	REVISED FOR RECORD

DESIGNED BY: N.GANESAN
DRAWN BY: N.GANESAN
SHEET CHK'D BY: M.KAHN
CROSS CHK'D BY: V.PLANSKY
APPROVED BY: D.TUCKER
DATE: OCTOBER 2012

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CITY OF HIGHLAND PARK, IL

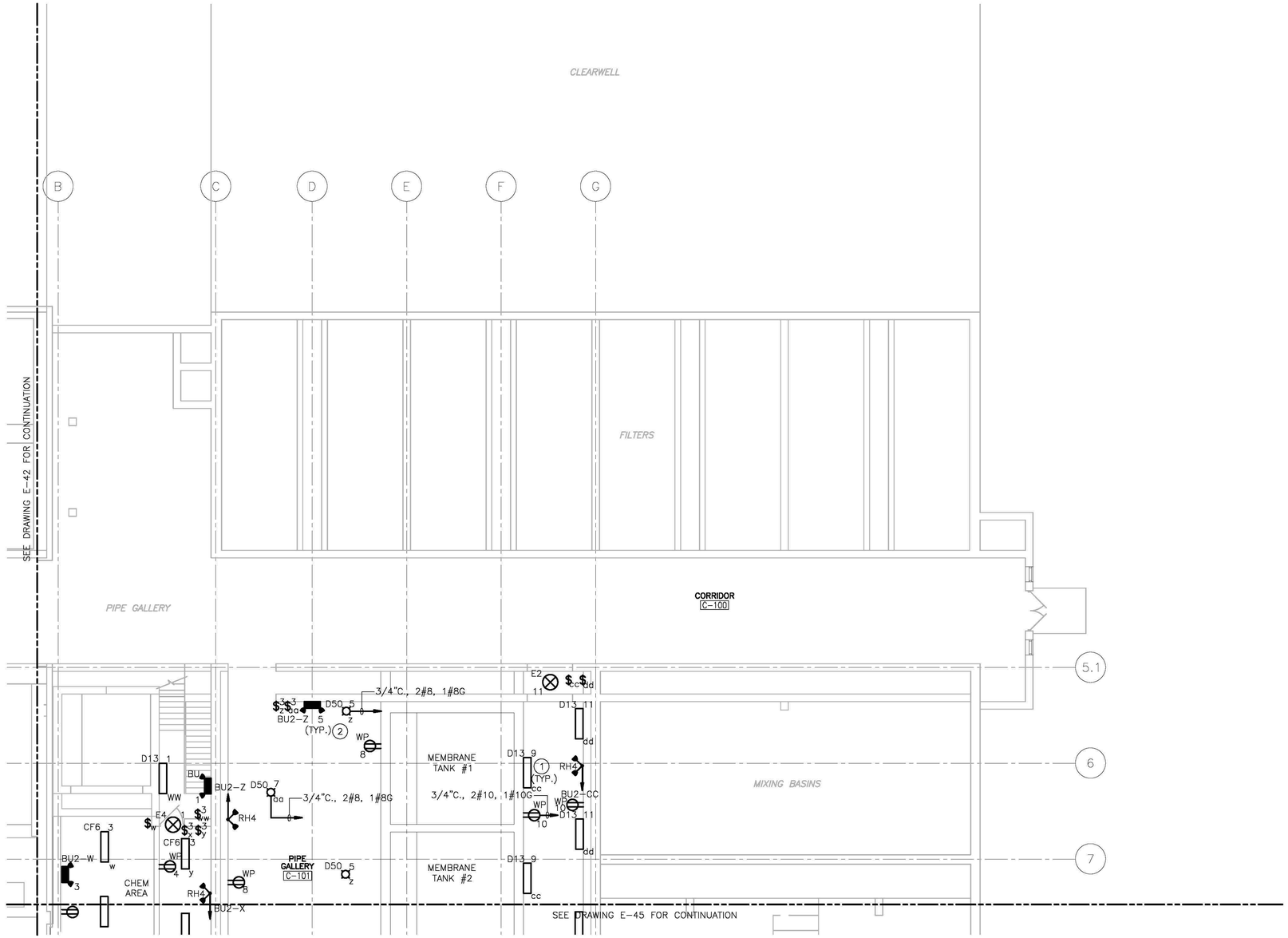
WATER TREATMENT PLANT IMPROVEMENTS PROJECT

LIGHTING PLAN
LOWER LEVEL - NE

PROJECT NO. 10963-76346
FILE NAME: E042PLPR

SHEET NO.
E-42

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N

1/8" = 1'- 0"
4 2 0 4 8

GENERAL NOTES:

1. PENDANT MOUNT THE BOTTOM OF LUMINAIRES 9'-0" A.F.F. LEVEL UNLESS OTHERWISE NOTED.
2. SEE DRAWINGS E-1 AND E-2 FOR LEGENDS AND ABBREVIATIONS.
3. SEE DRAWING E-79 FOR LIGHT FIXTURE SCHEDULE AND E-76 FOR LIGHTING PANEL BOARD SCHEDULES.
4. ALL LIGHT FIXTURES AND RECEPTACLES SHOWN IN THIS PLAN SHALL BE SERVED FROM LP-M2 UNLESS OTHERWISE SPECIFIED.
5. MOUNT THE BOTTOM OF EXIT SIGNS 9'-0" A.F.F. LEVEL OR ABOVE THE DOOR.
6. WALL MOUNT THE BOTTOM OF EMERGENCY BATTERY HEADS AND REMOTE HEADS 9'-0" A.F.F. LEVEL.
7. EXACT LOCATION OF LUMINAIRES AND RECEPTACLES SHALL BE DETERMINED IN THE FIELD BY THE CONTRACTOR, SO THAT IT SHOULD NOT INTERFERE WITH ANY HVAC DUCTING AND PROCESS PIPING.

KEYNOTES:

(1) WALL MOUNT THE BOTTOM OF LUMINAIRES 8'-0" A.F.F. LEVEL.

(2) PENDANT MOUNT THE BOTTOM OF LUMINAIRES 10'-0" A.F.F. LEVEL.

LIGHTING

PLAN

1/8" = 1'-0"

RECORD DRAWING

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By MICHAEL KAHN Date APRIL 2015

CDM Smith

REV. NO.	DATE	DRWN	CHKD	REMARKS
	3/27	RMM	DDT	REVISED FOR RECORD

DESIGNED BY: N.GANESAN
DRAWN BY: N.GANESAN
SHEET CHK'D BY: M.KAHN
CROSS CHK'D BY: V.PLANSKY
APPROVED BY: D.TUCKER
DATE: OCTOBER 2012

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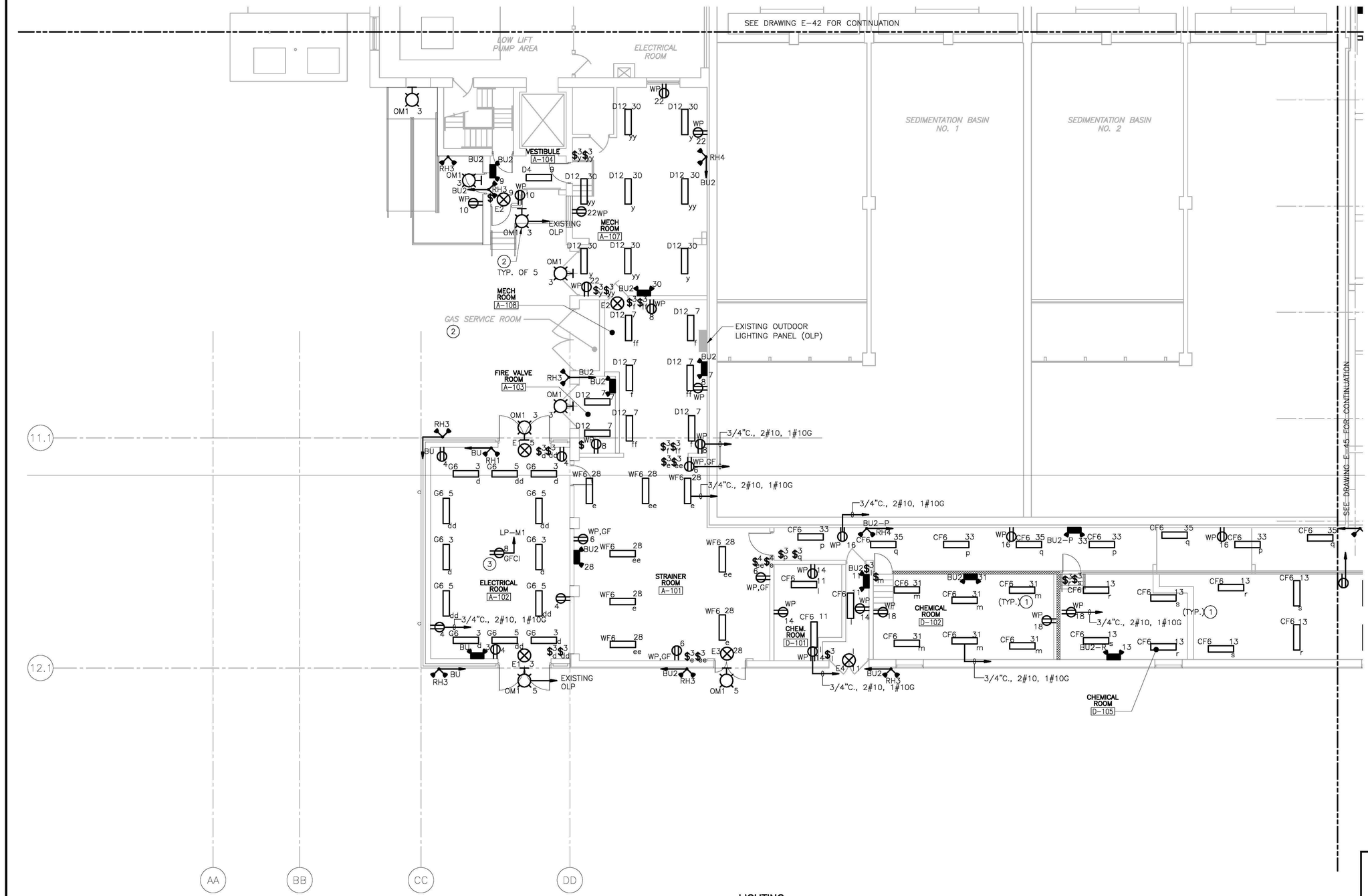
WATER TREATMENT PLANT
IMPROVEMENTS PROJECT

LIGHTING PLAN
LOWER LEVEL - SE

PROJECT NO. 10963-76346
FILE NAME: E043PLPR

SHEET NO.
E-43

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N

1/8" = 1'- 0"
4 2 0 4 8

LIGHTING

PLAN

1/8" = 1'-0"

GENERAL NOTES:

1. PENDANT MOUNT THE BOTTOM OF LUMINAIRES 9'-0" A.F.F. LEVEL UNLESS OTHERWISE NOTED.
2. SEE DRAWINGS E-1 AND E-2 FOR LEGENDS AND ABBREVIATIONS.
3. SEE DRAWING E-79 FOR LIGHTING FIXTURE SCHEDULE AND E-76 FOR LIGHTING PANEL BOARD SCHEDULES.
4. ALL LIGHT FIXTURES AND RECEPTACLES SHOWN IN THIS PLAN SHALL BE SERVED FROM LP-M1 UNLESS OTHERWISE SPECIFIED.
5. MOUNT THE BOTTOM OF EXIT SIGNS 9'-0" A.F.F. LEVEL OR ABOVE THE DOOR.
6. WALL MOUNT THE BOTTOM OF EMERGENCY BATTERY HEADS AND REMOTE HEADS 9'-0" A.F.F. LEVEL.
7. EXACT LOCATION OF LUMINAIRES AND RECEPTACLES SHALL BE DETERMINED IN THE FIELD BY THE CONTRACTOR, SO THAT IT SHOULD NOT INTERFERE WITH ANY HVAC DUCTING AND PROCESS PIPING.

KEYNOTES:

(1) PENDANT MOUNT THE BOTTOM OF LUMINAIRES 13'-0" A.F.F. LEVEL.

(2) EXTERIOR WALL PACK TYPE LUMINAIRES 'OM1' SHALL BE WIRED BACK TO EXISTING OUTDOOR LIGHTING PANEL (OLP) LOCATED IN ROOM A-108. THESE FIXTURES SHALL BE CONTROLLED BY THE CONTACTOR AVAILABLE AT THIS LIGHTING PANEL.

(3) RECEPTACLE SHALL BE MOUNTED ON THE ROOF BETWEEN ROOF TOP UNITS RTU-1 AND RTU-2.

RECORD DRAWING

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By MICHAEL KAHN Date APRIL 2015

CDM Smith

REV. NO.	DATE	DRWN	CHKD	REMARKS
	3/27	RMM	DDT	REVISED FOR RECORD

DESIGNED BY: N.GANESAN
DRAWN BY: N.PARI
SHEET CHK'D BY: M.KAHN
CROSS CHK'D BY: V.PLANSKY
APPROVED BY: D.TUCKER
DATE: OCTOBER 2012

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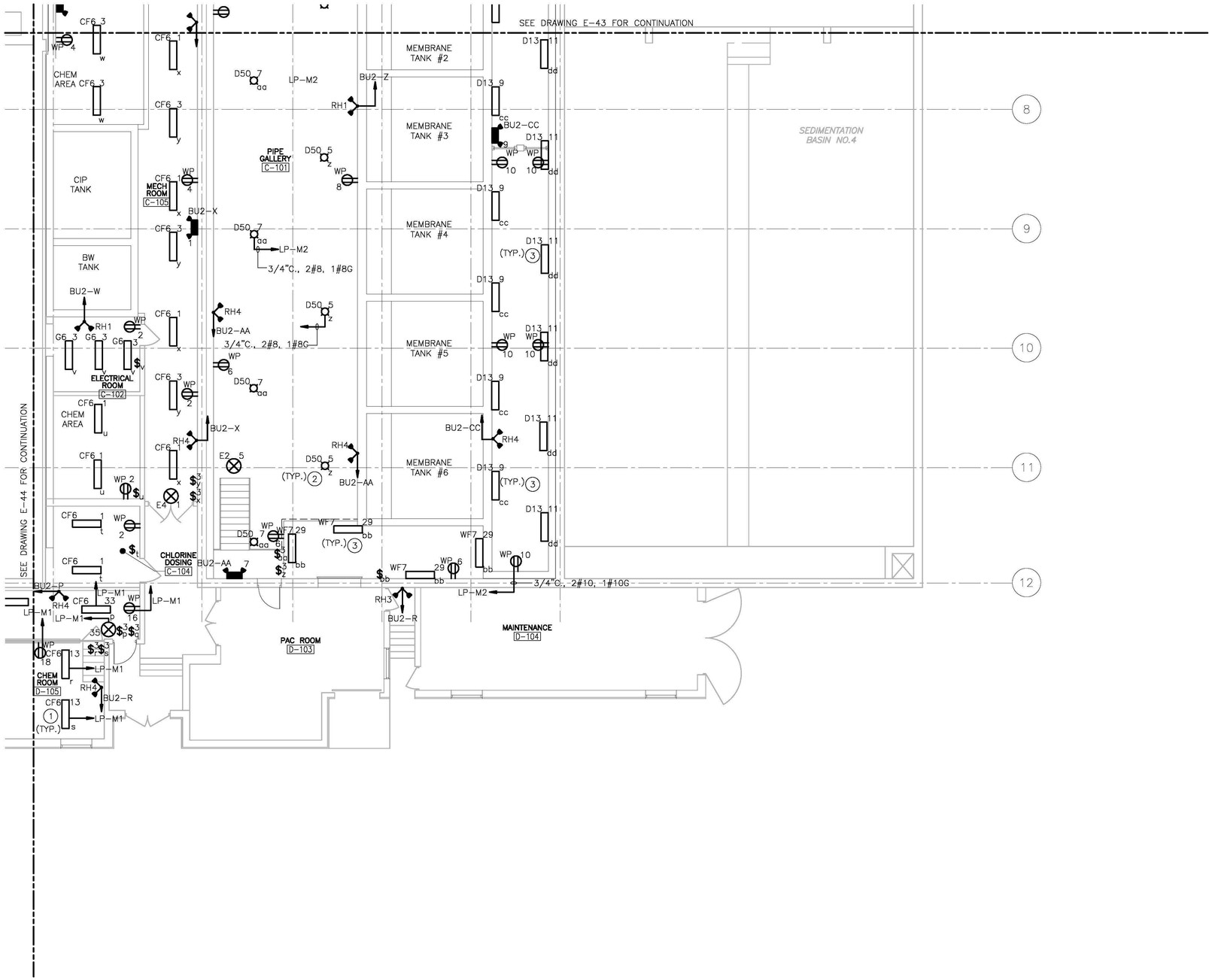
CITY OF HIGHLAND PARK, IL

WATER TREATMENT PLANT IMPROVEMENTS PROJECT

LIGHTING PLAN
LOWER LEVEL - NW

PROJECT NO. 10963-76346
FILE NAME: E044PLPR

SHEET NO.
E-44



LIGHTING

PLAN

1/8" = 1'-0"

N

1/8" = 1'- 0"

4 2 0 4 8

GENERAL NOTES:

1. PENDANT MOUNT THE BOTTOM OF LUMINAIRES 9'-0" A.F.F. LEVEL UNLESS OTHERWISE NOTED.
2. SEE DRAWINGS E-1 AND E-2 FOR LEGENDS AND ABBREVIATIONS.
3. SEE DRAWING E-79 FOR LIGHTING FIXTURE SCHEDULE AND E-76 FOR LIGHTING PANEL BOARD SCHEDULES.
4. MOUNT THE BOTTOM OF EXIT SIGNS 9'-0" A.F.F. LEVEL OR ABOVE THE DOOR.
5. WALL MOUNT THE BOTTOM OF EMERGENCY BATTERY HEADS AND REMOTE HEADS 9'-0" A.F.F. LEVEL.
6. EXACT LOCATION OF LUMINAIRES AND RECEPTACLES SHALL BE DETERMINED IN THE FIELD BY THE CONTRACTOR, SO THAT IT SHOULD NOT INTERFERE WITH ANY HVAC DUCTING AND PROCESS PIPING.
7. ALL LIGHT FIXTURES AND RECEPTACLES SHOWN IN THIS PLAN SHALL BE SERVED FROM LP-M2 UNLESS OTHERWISE SPECIFIED.

KEYNOTES:

(1) PENDANT MOUNT THE BOTTOM OF LUMINAIRES 13'-0" A.F.F. LEVEL.

(2) PENDANT MOUNT THE BOTTOM OF LUMINAIRES 10'-0" A.F.F. LEVEL.

(3) WALL MOUNT THE BOTTOM OF LUMINAIRES 8'-0" A.F.F. LEVEL.

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By MICHAEL KAHN Date APRIL 2015

CDM Smith

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	3/27	RMM	DDT	REVISED FOR RECORD

DESIGNED BY: N.GANESAN
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SHEET CHK'D BY: M.KAHN
CROSS CHK'D BY: V.PLANSKY
APPROVED BY: D.TUCKER
DATE: OCTOBER 2012

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CITY OF HIGHLAND PARK, IL

WATER TREATMENT PLANT IMPROVEMENTS PROJECT

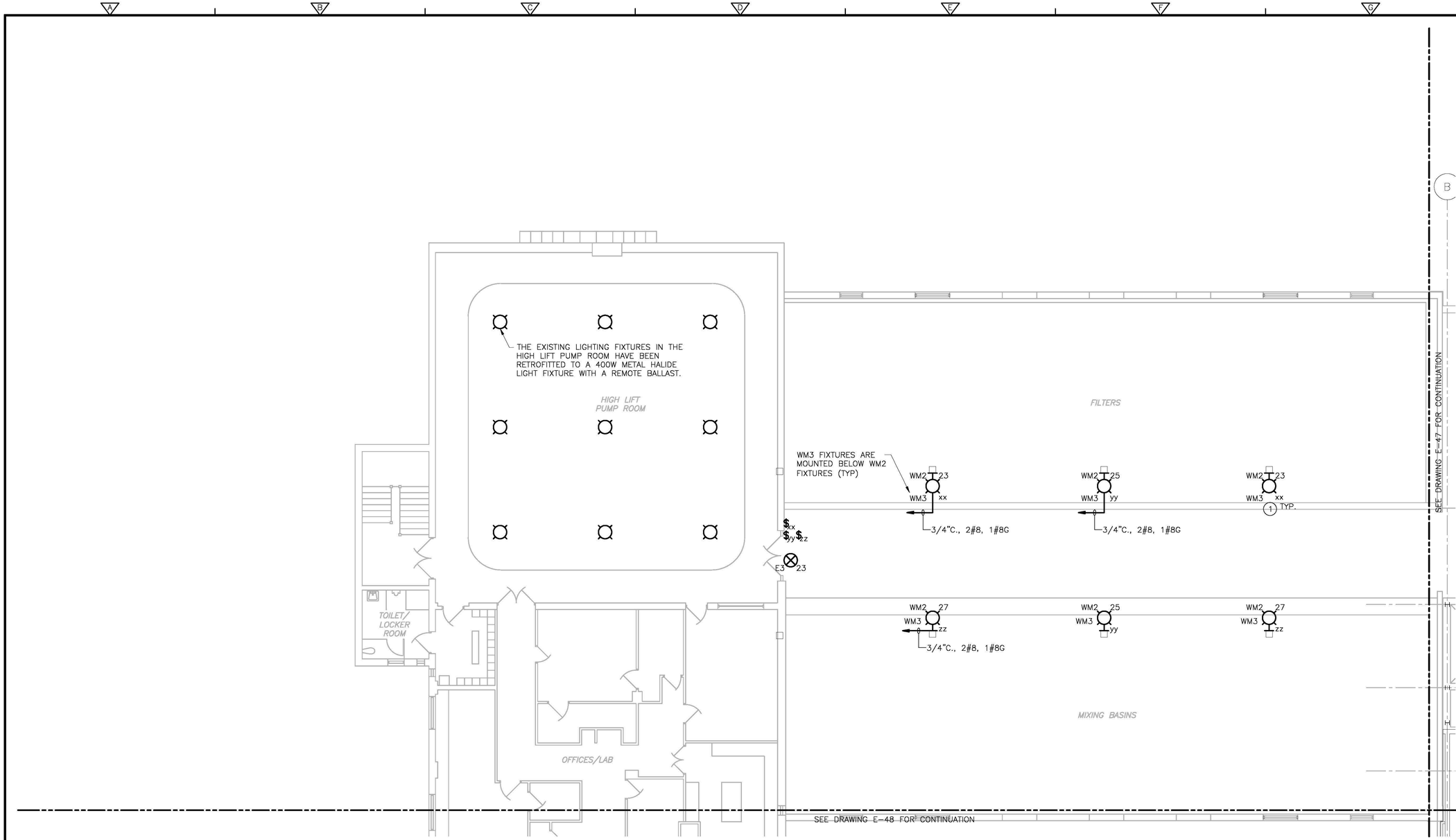
LIGHTING PLAN
LOWER LEVEL - SW

PROJECT NO. 10963-76346
FILE NAME: E045PLPR

SHEET NO.
E-45

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GENERAL NOTES:

1. RECESS MOUNT THE BOTTOM OF LUMINAIRES 36'-0" A.F.F. LEVEL UNLESS OTHERWISE NOTED.
2. SEE DRAWINGS E-1 AND E-2 FOR LEGENDS AND ABBREVIATIONS.
3. SEE DRAWING E-79 FOR LIGHTING FIXTURE SCHEDULE AND E-76 FOR LIGHTING PANEL BOARD SCHEDULES.
4. SEE DRAWING E-42 FOR HIGH LIFT PUMP ROOM LIGHTING SWITCH CONTROL.
5. ALL LIGHT FIXTURES SHOWN IN THIS PLAN SHALL BE SERVED FROM LP-M1.
6. MOUNT THE BOTTOM OF EXIT SIGNS 9'-0" A.F.F. LEVEL OR ABOVE THE DOOR.

KEYNOTES:

(1) COLUMN MOUNT THE BOTTOM OF LUMINAIRES TYPE 'WM2' 20'-0" ABOVE WALKWAY LEVEL IN THE FILTER GALLERY.

LIGHTING

PLAN

1/8" = 1'-0"

RECORD DRAWING

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By MICHAEL KAHN Date APRIL 2015

CDM Smith

REV. NO.	DATE	DRWN	CHKD	REMARKS
	3/27	RMM	DDT	REVISED FOR RECORD

DESIGNED BY: N.GANESAN
DRAWN BY: N.PARI
SHEET CHK'D BY: M.KAHN
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APPROVED BY: D.TUCKER
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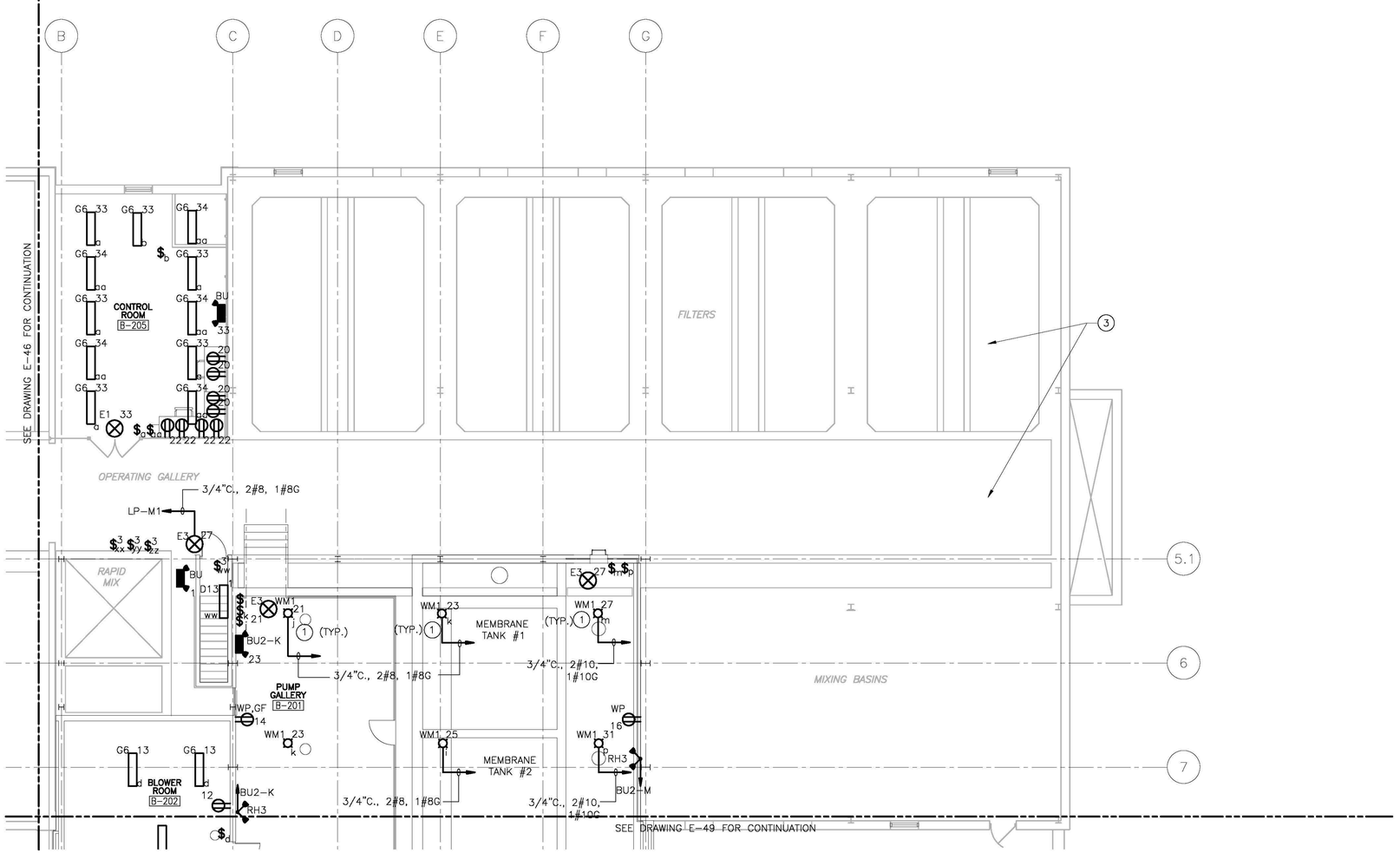
CITY OF HIGHLAND PARK, IL

WATER TREATMENT PLANT IMPROVEMENTS PROJECT

LIGHTING PLAN
UPPER LEVEL - NE

PROJECT NO. 10963-76346
FILE NAME: E046PLPR

SHEET NO.
E-46



LIGHTING

PLAN

1/8" = 1'-0"

N

1/8" = 1'- 0"

4 2 0 4 8

GENERAL NOTES:

1. PENDANT MOUNT THE BOTTOM OF LUMINAIRES 9'-0" A.F.F. LEVEL UNLESS OTHERWISE NOTED.
2. SEE DRAWINGS E-1 AND E-2 FOR LEGENDS AND ABBREVIATIONS.
3. SEE DRAWING E-79 FOR LIGHTING FIXTURE SCHEDULE AND E-76 FOR LIGHTING PANEL BOARD SCHEDULES.
4. ALL LIGHT FIXTURES AND RECEPTACLES SHOWN IN THIS PLAN SHALL BE SERVED FROM LP-M2 UNLESS SPECIFIED OTHERWISE.
5. MOUNT THE BOTTOM OF EXIT SIGNS 9'-0" A.F.F. LEVEL OR ABOVE THE DOOR.
6. WALL MOUNT THE BOTTOM OF EMERGENCY BATTERY HEADS AND REMOTE HEADS 9'-0" A.F.F. LEVEL.

KEYNOTES:

(1) PENDANT MOUNT THE BOTTOM OF LUMINAIRES 12'-0" A.F.F. LEVEL.

(2) NOT USED

(3) THE ROOF ABOVE THE OPERATING GALLERY AND FILTER AREA IS BEING MODIFIED AS SHOWN ON DRAWING S-11. PROVIDE TEMPORARY SUPPORTS FOR THE EXISTING CONDUITS AND LIGHTING FIXTURES THAT ARE MOUNTED TO THE EXISTING BEAMS WHILE THE ROOF IS BEING MODIFIED.

RECORD DRAWING

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By MICHAEL KAHN Date APRIL 2015

CDM Smith

REV. NO.	DATE	DRWN	CHKD	REMARKS
	3/27	RMM	DDT	REVISED FOR RECORD

DESIGNED BY: N.GANESAN
DRAWN BY: N.GANESAN
SHEET CHK'D BY: M.KAHN
CROSS CHK'D BY: V.PLANSKY
APPROVED BY: D.TUCKER
DATE: OCTOBER 2012

CDM Smith
125 South Wacker Drive
Suite 600
Chicago, Illinois 60606
Tel: (312) 346-5000

CITY OF HIGHLAND PARK, IL

WATER TREATMENT PLANT IMPROVEMENTS PROJECT

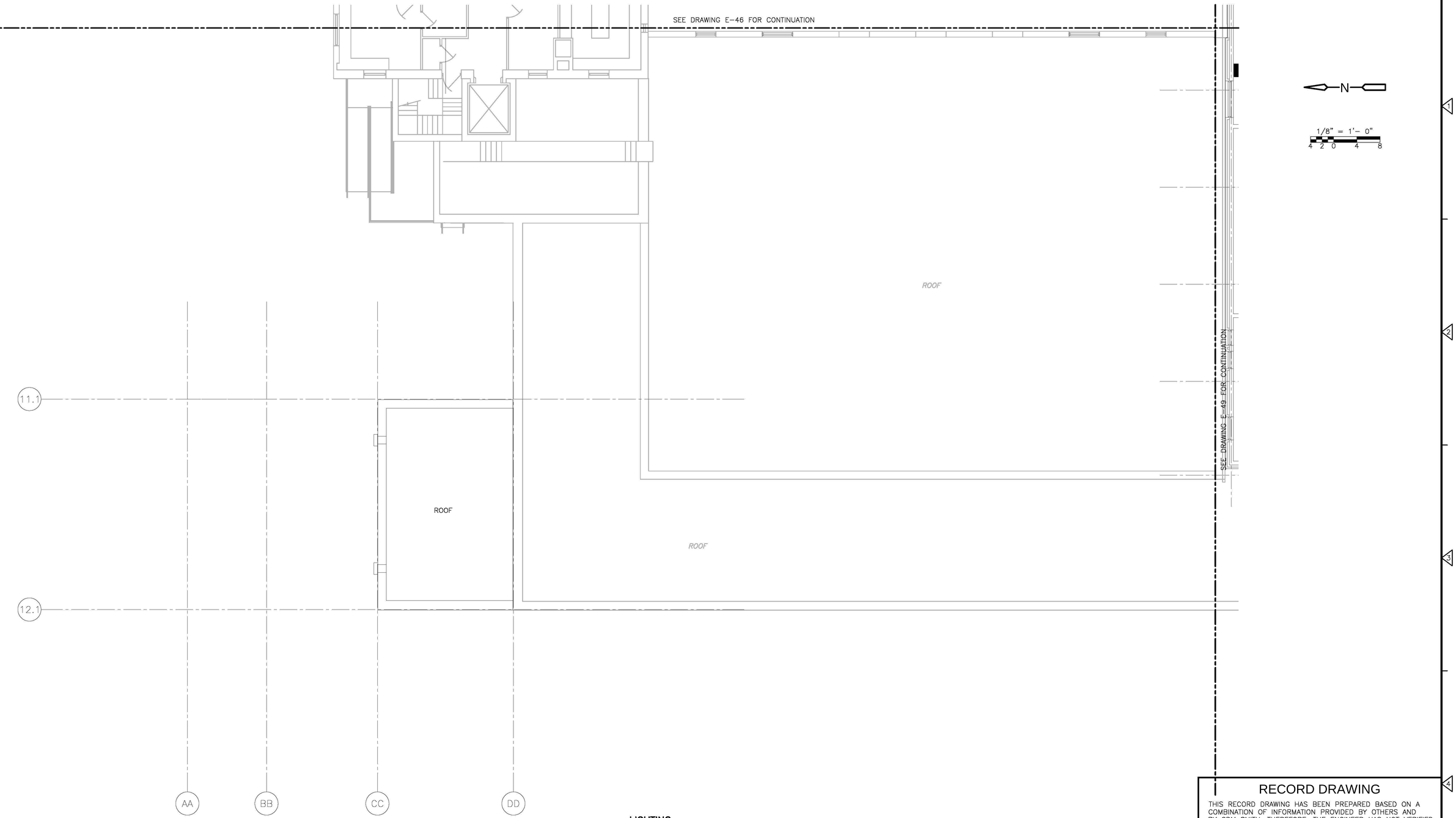
LIGHTING PLAN
UPPER LEVEL - SE

PROJECT NO. 10963-76346
FILE NAME: E047PLPR

SHEET NO.
E-47

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LIGHTING

PLAN

1/8" = 1'-0"

RECORD DRAWING

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By MICHAEL KAHN Date APRIL 2015

CDM Smith

REV. NO.	DATE	DRWN	CHKD	REMARKS
	3/27	RMM	DDT	REVISED FOR RECORD

DESIGNED BY: N.GANESAN
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APPROVED BY: D.TUCKER
DATE: OCTOBER 2012

CDM Smith
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CITY OF HIGHLAND PARK, IL

WATER TREATMENT PLANT
IMPROVEMENTS PROJECT

LIGHTING PLAN
UPPER LEVEL - NW

PROJECT NO. 10963-76346
FILE NAME: E048PLPR

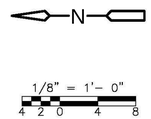
SHEET NO.
E-48



LIGHTING

PLAN

1/8" = 1'-0"



GENERAL NOTES:

1. PENDANT MOUNT THE BOTTOM OF LUMINAIRES 9'-0" A.F.F. LEVEL UNLESS OTHERWISE NOTED.
2. SEE DRAWINGS E-1 AND E-2 FOR LEGENDS AND ABBREVIATIONS.
3. SEE DRAWING E-79 FOR LIGHTING FIXTURE SCHEDULE AND E-76 FOR LIGHTING PANEL BOARD SCHEDULES.
4. ALL LIGHT FIXTURES AND RECEPTACLES SHOWN IN THIS PLAN SHALL BE SERVED FROM LP-M2.
5. MOUNT THE BOTTOM OF EXIT SIGNS 9'-0" A.F.F. LEVEL OR ABOVE THE DOOR.
6. WALL MOUNT THE BOTTOM OF EMERGENCY BATTERY HEADS AND REMOTE HEADS 9'-0" A.F.F. LEVEL.
7. EXACT LOCATION OF LUMINAIRES AND RECEPTACLES SHALL BE DETERMINED IN THE FIELD BY THE CONTRACTOR, SO THAT IT SHOULD NOT INTERFERE WITH ANY HVAC DUCTING AND PROCESS PIPING.

KEYNOTES:

1. PENDANT MOUNT THE BOTTOM OF LUMINAIRES 12'-0" A.F.F. LEVEL.
2. EXTERIOR WALL PACK TYPE LUMINAIRES 'OM1' SHALL BE WIRED BACK TO EXISTING OUTDOOR LIGHTING PANEL (OLP) LOCATED IN ROOM A-108. THESE FIXTURES SHALL BE CONTROLLED BY THE CONTACTOR AVAILABLE AT THIS LIGHTING PANEL.
3. WALL MOUNT THE BOTTOM OF LUMINAIRES 7'-0" A.F.F. LEVEL.
4. RECEPTACLE SHALL BE MOUNTED ON THE ROOF BETWEEN ROOF TOP UNITS RTU-3 AND RTU-4.

RECORD DRAWING

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By MICHAEL KAHN Date APRIL 2015

CDM Smith

REV. NO.	DATE	DRWN	CHKD	REMARKS
	3/27	RMM	DDT	REVISED FOR RECORD

DESIGNED BY: N.GANESAN
DRAWN BY: N.GANESAN
SHEET CHK'D BY: M.KAHN
CROSS CHK'D BY: V.PLANSKY
APPROVED BY: D.TUCKER
DATE: OCTOBER 2012

CDM Smith
125 South Wacker Drive
Suite 600
Chicago, Illinois 60606
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CITY OF HIGHLAND PARK, IL

WATER TREATMENT PLANT
IMPROVEMENTS PROJECT

LIGHTING PLAN
UPPER LEVEL - SW

PROJECT NO. 10963-76346
FILE NAME: E049PLPR

SHEET NO.
E-49

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For more location information please visit www.strand.com

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Brenham, Texas | 979.836.7937

Cincinnati, Ohio | 513.861.5600

Columbus, Indiana | 812.372.9911

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Joliet, Illinois | 815.744.4200

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*Corporate Headquarters

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ATTACHMENT C

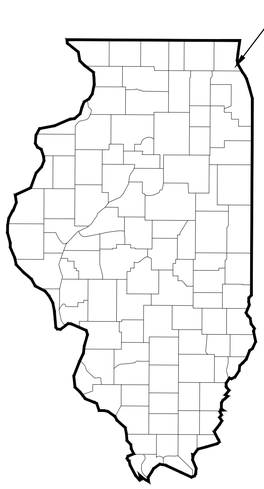
LIST OF DRAWINGS

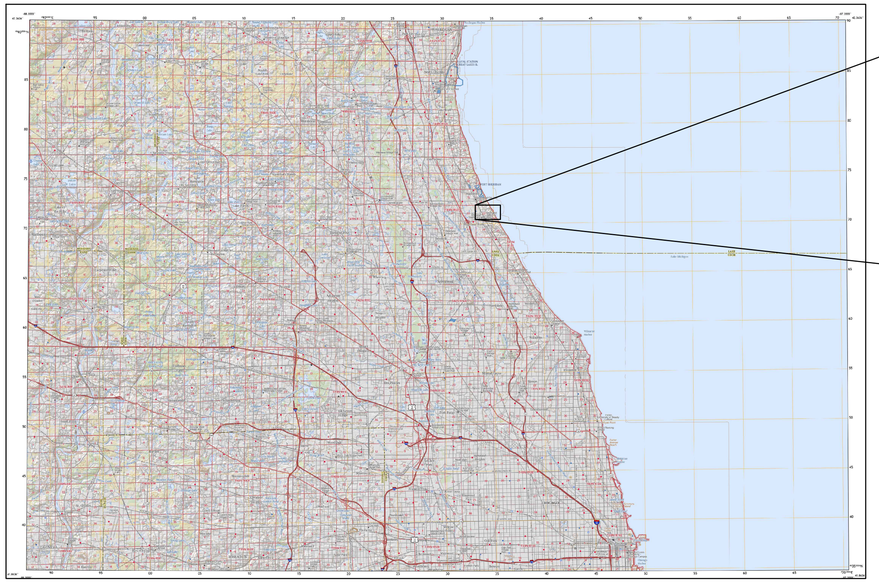
Sheet Nos.	Sheet Titles
E-42	Lighting Plan Lower Level – NE
E-43	Lighting Plan Lower Level – SE
E-44	Lighting Plan Lower Level – NW
E-45	Lighting Plan Lower Level – SW
E-46	Lighting Plan Upper Level – NE
E-47	Lighting Plan Upper Level – SE
E-48	Lighting Plan Upper Level – NW
E-49	Lighting Plan Upper Level - SW
Sheet 1	Project Location Map
Sheet 2	Building Electrical Plan
Sheet 3	Schedules and Details Electrical HSP2 Control Schematic, Schedules, and Details

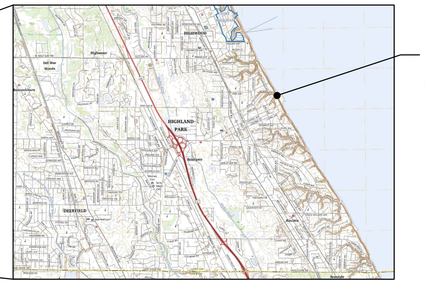
WATER TREATMENT FACILITY ENERGY EFFICIENCY IMPROVEMENTS

FOR THE

CITY OF HIGHLAND PARK
HIGHLAND PARK, ILLINOIS







PROJECT LOCATION MAP
NO SCALE

N

1170 SOUTH HOUBOLT ROAD
JOLIET, IL 60431
815 744-4200
608 251-8655 FAX
WWW.STRAND.COM
IDFPR NO. 184-001273

CONTRACT 1-2025

BRIAN L. HACKMAN
062-055338
LICENSED PROFESSIONAL ENGINEER
STATE OF ILLINOIS
2/5/2026
EXPIRES 11/30/2027

LICENSED PROFESSIONAL ENGINEER
ANDREW J RUNDE
062-065211
STATE OF ILLINOIS
02/05/2026
EXPIRES 11/30/2027

ISSUED FOR BID 2/5/2026

STRAND ASSOCIATES®

SHEET
1
00-G0.01

KEY NOTES:

1. CONTRACTOR MAY USE EXISTING PULL BOX BENEATH HIGH SERVICE PUMP DECK FLOOR TO ROUTE HSP2 CABLING FROM MCC-B TO HSP2 VFD AND FROM HSP2 VFD TO HSP2 CONTRACTOR SHALL VERIFY LOCATION OF EXISTING PULL BOX.

2. MCC-B IS AN EXISTING WESTINGHOUSE SERIES 2100 2000A, 480V, 3-PHASE 3-WIRE MCC SHOP ORDER 3 CG-1045 IT 007 FVC. REUSE EXISTING HSP2 STARTER CUBICLE 600A BREAKER TO SUPPLY HSP2 VIA HSP2 VFD. ABANDON STARTER AND ASSOCIATED CONTROLS WITHIN MCC-B HSP2 STARTER CUBICLE IN PLACE. DE-TERMINATE WIRING AND CAP AS REQUIRED TO DE-ENERGIZE AND RETIRE EXISTING STARTER AND ASSOCIATED CONTROLS WITHIN MCC-B HSP2 STARTER CUBICLE IN PLACE.

3. THE EXISTING HSP2 MOTOR SHALL BE REPLACED AS SPECIFIED. EXISTING MOTOR IS AN IDEAL ELECTRIC, 350HP, 440V, 400 FLA, 1770 RPM MOTOR WITH 1.15 SERVICE FACTOR. NEW MOTOR BOX SHALL BE IN THE SAME LOCATION AS EXISTING. MODIFY CONDUITS FROM FLOOR PENETRATION TO NEW MOTOR BOX AS NECESSARY. NEW MOTOR SHALL INCLUDE MOTOR OVERTEMP SWITCHES WIRED TO TERMINALS IN MOTOR BOX AS SPECIFIED.

KEY NOTES (CONTINUED):

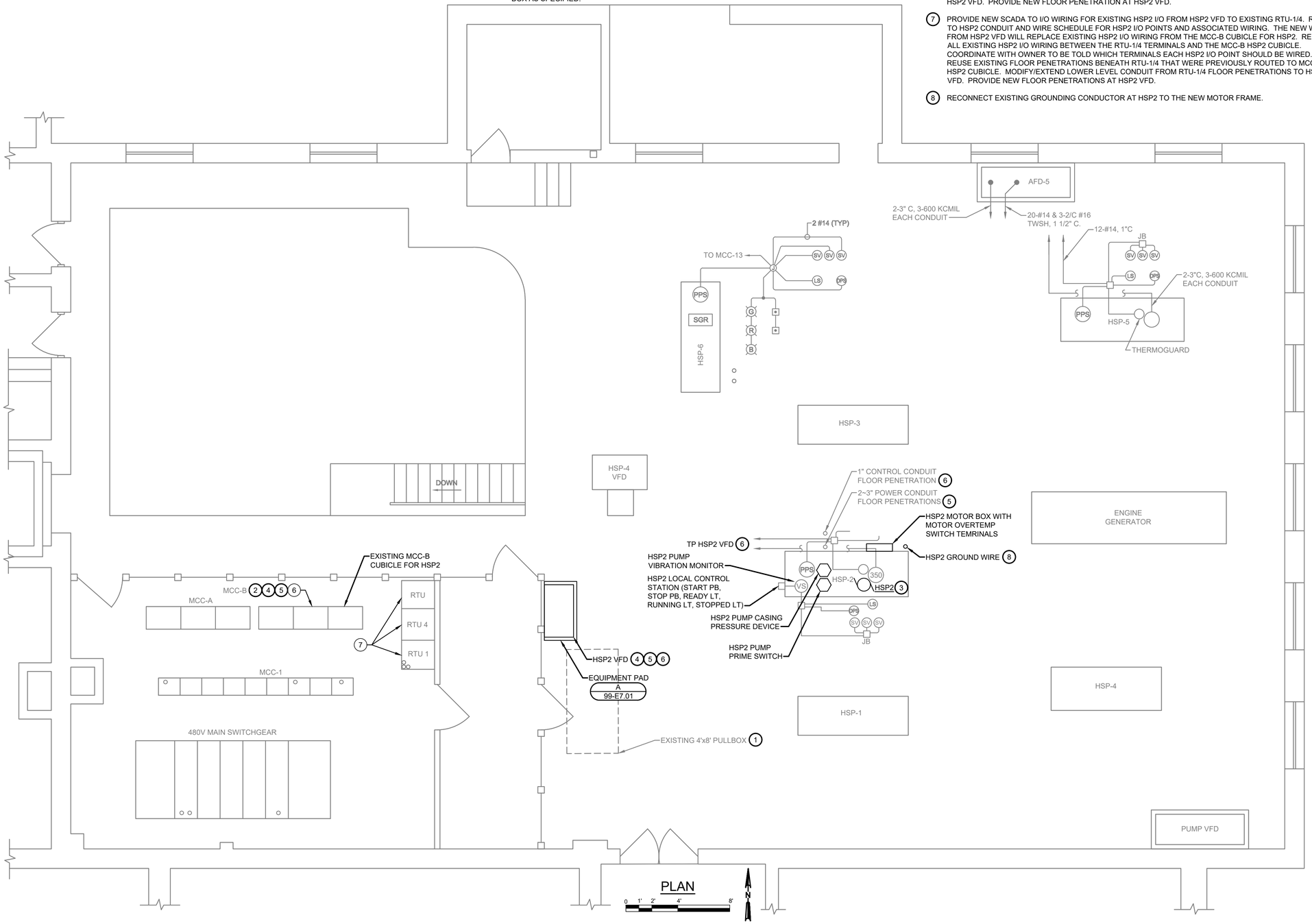
4. HSP2 VFD SHALL BE AN ABB ACS880-37-0503A WITH ACCESSORIES SPECIFIED AND AS NOTED HEREIN. REFER TO THE HSP4 CONTROL SCHEMATIC ON DRAWING 99-E7.01 FOR THE REQUIRED CONTROL FEATURES, INTERLOCKS, AND INDICATIONS/ALARMS. REFER TO THE CONDUIT AND WIRING SCHEDULE ON THIS DRAWING FOR MODIFICATIONS TO HSP2 POWER AND CONTROL WIRING AS WELL AS KEY NOTES 5, 6, AND 7.

5. CONTRACTOR SHALL INSTALL NEW POWER CONDUITS BETWEEN MCC-B, HSP2 VFD, AND HSP2. CONTRACTOR MAY UTILIZE SHORT PORTIONS OF EXISTING CONDUITS WHERE FEASIBLE, ESPECIALLY AT FLOOR PENETRATIONS FOR MCC-B AND HSP2 PUMP. CONTRACTOR SHALL PROVIDE ALL REQUIRED FLOOR PENETRATIONS AT HSP2 VFD.

6. WITH THE EXCEPTION OF THE MOTOR OVERTEMP SWITCHES, ALL CONTROL AND STATUS DEVICES LOCAL TO HSP2 ARE EXISTING AND CURRENTLY WIRED TO MCC-B. REMOVE ALL WIRE FROM DEVICES TO MCC-B. RE-WIRE ALL DEVICES TO HSP2 VFD. REUSE EXISTING CONDUIT ON EXISTING PUMP FOUNDATION. REUSE FLOOR PENETRATION AT PUMP. MODIFY/EXTEND LOWER LEVEL CONDUIT FROM FLOOR PENETRATION TO HSP2 VFD. PROVIDE NEW FLOOR PENETRATION AT HSP2 VFD.

7. PROVIDE NEW SCADA TO I/O WIRING FOR EXISTING HSP2 I/O FROM HSP2 VFD TO EXISTING RTU-1/4. REFER TO HSP2 CONDUIT AND WIRE SCHEDULE FOR HSP2 I/O POINTS AND ASSOCIATED WIRING. THE NEW WIRING FROM HSP2 VFD WILL REPLACE EXISTING HSP2 I/O WIRING FROM THE MCC-B CUBICLE FOR HSP2. REMOVE ALL EXISTING HSP2 I/O WIRING BETWEEN THE RTU-1/4 TERMINALS AND THE MCC-B HSP2 CUBICLE. COORDINATE WITH OWNER TO BE TOLD WHICH TERMINALS EACH HSP2 I/O POINT SHOULD BE WIRED. REUSE EXISTING FLOOR PENETRATIONS BENEATH RTU-1/4 THAT WERE PREVIOUSLY ROUTED TO MCC-B HSP2 CUBICLE. MODIFY/EXTEND LOWER LEVEL CONDUIT FROM RTU-1/4 FLOOR PENETRATIONS TO HSP2 VFD. PROVIDE NEW FLOOR PENETRATIONS AT HSP2 VFD.

8. RECONNECT EXISTING GROUNDING CONDUCTOR AT HSP2 TO THE NEW MOTOR FRAME.



NO.	REVISIONS	DATE:
1	ISSUED FOR BID	02/5/2026

BUILDING ELECTRICAL PLAN

WATER TREATMENT FACILITY ENERGY EFFICIENCY IMPROVEMENTS CITY OF HIGHLAND PARK, ILLINOIS

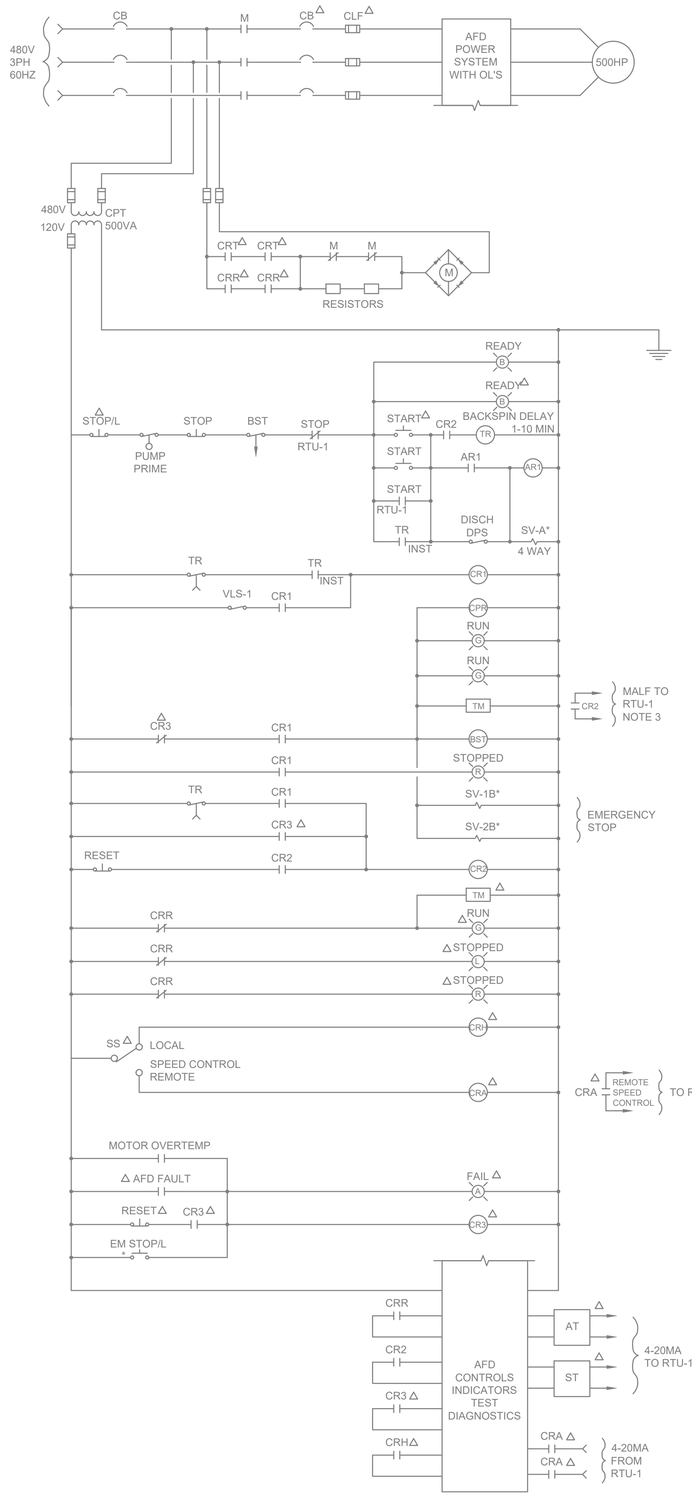
JOB NO. 6267.011

PROJECT MGR. BRIAN HACKMAN, P.E.

STRAND ASSOCIATES®

SHEET 2 10-E1.01

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HIGH SERVICE PUMP HSP2 CONTROL SCHEMATIC (MATCHES EXISTING HSP4)
NO SCALE

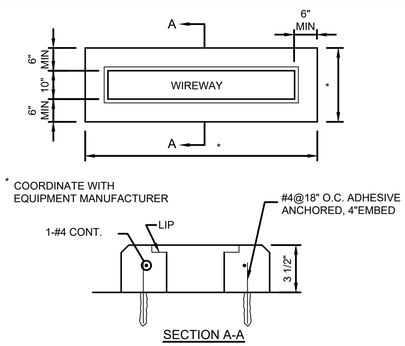
HIGH SERVICE PUMP 2 (HSP2) CONDUIT AND WIRE SCHEDULE

CONDUIT DESIGNATION	ORIGIN	TERMINATION	WIRE	CONDUIT	COMMENTS
HSP2 480V POWER FEEDER TO VFD	MCC-B, CUBICLE 3	HSP2 VFD	2~350/ph XHHW-2	2~3"	REUSE EXISTING CONDUIT AT MCC-B FLOOR PENETRATIONS; MODIFY CONDUIT ROUTE TO HSP2
HSP2 480V POWER FEEDER TO MOTOR	HSP2 VFD	HSP2 MOTOR BOX	2~350/ph XHHW-2	2~3"	REUSE EXISTING CONDUIT AT HSP2 MOTOR FLOOR PENETRATIONS; MODIFY CONDUIT ROUTE TO HSP2
HSP2 PUMP PRIME SWITCH	HSP2 PUMP PRIME SWITCH	HSP2 VFD	2~#14		
HSP2 DISCHARGE SOLENOID VALVE SV-A	HSP2 DISCHARGE VALVE	HSP2 VFD	2~#14		
HSP2 SUCTION SOLENOID VALVE SV-B1	HSP2 SUCTION VALVE B1	HSP2 VFD	2~#14		
HSP2 SUCTION SOLENOID VALVE SV-B2	HSP2 SUCTION VALVE B2	HSP2 VFD	2~#14		
HSP2 DISCHARGE DIFFERENTIAL PRESSURE	HSP2 DIFF PRESSURE SWITCH	HSP2 VFD	2~#14		
HSP2 DISCHARGE VALVE LIMIT SWITCH	HSP2 DISCHARGE VALVE SWITCH	HSP2 VFD	2~#14		
HSP2 PUMP VIBRATION WARNING	RTU-1/4 DO CARD	HSP2 VFD	2~#14	1"	REFER TO KEY NOTE 6 ON 10-E1.01
HSP2 MOTOR OVERTEMP SWITCH	HSP2 MOTOR BOX	HSP2 VFD	4~#14		
HSP2 LOCAL START PB	HSP2 LOCAL CONTROL STATION	HSP2 VFD	2~#14		
HSP2 LOCAL STOP PB	HSP2 LOCAL CONTROL STATION	HSP2 VFD	2~#14		
HSP2 LOCAL READY INDICATING LIGHT	HSP2 LOCAL CONTROL STATION	HSP2 VFD	2~#14		
HSP2 LOCAL RUNNING INDICATING LIGHT	HSP2 LOCAL CONTROL STATION	HSP2 VFD	2~#14		
HSP2 LOCAL STOPPED INDICATING LIGHT	HSP2 LOCAL CONTROL STATION	HSP2 VFD	2~#14		
HSP2 PUMP CASING VIBRATION MONITOR	HSP2 PUMP CASING VIBRATION MONITOR	RTU1/4	SH. PR	1"	REFER TO KEY NOTE 7 ON 10-E1.01
HSP2 RUNNING	HSP2 VFD	RTU-1/4 DI CARD	2~#14		
HSP2 STOPPED	HSP2 VFD	RTU-1/4 DI CARD	2~#14		
HSP2 READY	HSP2 VFD	RTU-1/4 DI CARD	2~#14		
HSP2 MALFUNCTION	HSP2 VFD	RTU-1/4 DI CARD	2~#14		
HSP2 MOTOR OVERTEMP	HSP2 VFD	RTU-1/4 DI CARD	2~#14	1"	REFER TO KEY NOTE 7 ON 10-E1.01
HSP2 SPEED CONTROLLED FROM RTU	HSP2 VFD	RTU-1/4 DI CARD	2~#14		
HSP2 START	HSP2 VFD	RTU-1/4 DO CARD	2~#14		
HSP2 STOP	HSP2 VFD	RTU-1/4 DO CARD	2~#14		
HSP2 SPEED COMMAND	HSP2 VFD	RTU-1/4 AO CARD	SH. PR.		
HSP2 SPEED FEEDBACK	HSP2 VFD	RTU-1/4 AI CARD	SH. PR.	1"	REFER TO KEY NOTE 7 ON 10-E1.01
HSP2 MOTOR CURRENT	HSP2 VFD	RTU-1/4 AI CARD	SH. PR.		

ROOM LIGHTING CONTROL MODIFICATION SCHEDULE

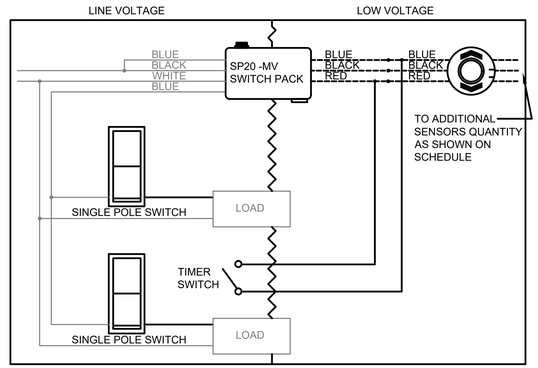
ROOM NAME	APPENDIX DRAWING REFERENCE	EXISTING LIGHT FIXTURE QUANTITY TO REMAIN	EXISTING CIRCUIT (PER APPENDIX DRAWINGS)	EXISTING SWITCHES TO REMAIN	EXISTING SWITCH DESIGNATION	MINIMUM REQUIRED OCCUPANCY SENSORS	MINIMUM SWITCHPACK COUNT	MINIMUM TIMER SWITCH COUNT	QUANTITY OF LIGHT SWITCHES AND POLES CONFIGURATION
HIGH LIFT PUMP ROOM	E-42	9		3		4	2	2	3~1P
MIXING BASIN CORRIDOR	E-42	6	23,25,27	3	xx,yy,zz	1	1	1	3~1P
PIPE GALLERY CORRIDOR C-100	E-43	15		2		5	1	1	2~3P
PIPE GALLERY C-101	E-43	14	5,7	4	aa,z	3	1	1	4~3P
CHEM AREA SE	E-43	3	3	1	w	1	1	1	1~1P
STRAINER ROOM A-101	E-44	8	7	6	e,ee	2	1	1	4~3P
STRAINER CORRIDOR	E-44	9	11,33,35	2	i,p,q	2	0	0	4~3P
ELECTRICAL ROOM A-102	E-44	13	3,5	4	d,dd	2	1	1	4~3P
FIRE VALVE ROOM A-103	E-44	2	7	1	aa	1	1	1	1~1P
VESTIBULE A-104	E-44	2	9	1		1	0	0	1~1P
MECH ROOM A-107	E-44	9	30	4	y,yy	2	1	1	4~3P
MECH ROOM A-108	E-44	6	28	4	f,ff	1	1	1	4~3P
CHEMICAL ROOM D-102	E-44	6	31	2	m	1	0	0	2~1P
CHEMICAL ROOM D-101	E-44	2	11	1	i	1	1	1	1~1P
ELECTRICAL ROOM C-102	E-45	4	3	1	v	2	1	1	1~1P
CHLORINE DOSING C-104	E-45	2	1	1	t	1	1	1	1~1P
MECH ROOM C-105	E-45	11	1,3	4	x,y	3	1	1	4~3P
PAC ROOM D-103	E-45	4		1		1	1	1	1~1P
MAINTENANCE D-104	E-45	6		2		2	1	1	2~3P
CHEMICAL ROOM D-105	E-44/45	10	13,33	4	r,s,p,q	1	1	1	4~3P
CHEM AREA SW	E-45	2	1	1	u	1	1	1	1~1P
MEMBRANE HALLWAY LOWER LEVEL	E-45	9	27,31	2	m,p	2	1	1	2~1P
MIXING BASIN NE	E-46	4	23,25	2	xx	2	1	1	2~3P
HIGH LIFT PUMP ROOM LOWER LEVEL	E-46	4		2		1	1	1	2~3P
FILTERS NE	E-46	4		2		3	1	1	1~1P
CONTROL ROOM B-205	E-47	11	33,34	2	a,aa	1	1	1	2~1P
OPERATING GALLERY	E-46/47	15	23,25,27	6	xx,yy,zz	6	2	2	6~3P
FILTERS SE	E-47	4		2		3	1	1	1~1P
MIXING BASINS SE	E-47	4	9	1	bb	2	1	1	1~1P
MEMBRANE TANK HALLWAY 2	E-49	18	9,11	2	cc,dd	3	1	1	2~1P
PUMP GALLERY B-201	E-49	11	33	3	i,j,k	4	1	1	3~1P
BLOWER ROOM B-202	E-49	5	13	1	d	1	1	1	1~1P
ELECTRICAL ROOM B-203	E-49	10	13,15	4	f,e	2	1	1	4~3P
HVAC/ MECH ROOM B-204	E-49	5	21,23,25	1	g	1	1	1	1~1P
Total:		**247**		**82**		**69**	**33**	**33**	

REFER TO DRAWINGS IN THE APPENDIX FOR EACH ROOM'S EXISTING LIGHTING LAYOUT AND SWITCHING. CONTRACTOR SHALL PROVIDE OCCUPANCY SENSORS, SWITCHPACKS, AND TIMER SWITCHES FOR EACH ROOM, WIRED AS DETAILED IN THE LIGHTING CONTROL DIAGRAM ON THIS DRAWING.



NOTE: PROVIDE FLUSH METAL COVER ON ALL EXPOSED WIREWAY

A 99-E7.01 EQUIPMENT PAD
NO SCALE



B 99-E7.01 LIGHTING CONTROL DIAGRAM
NO SCALE

NO.	REVISIONS	DATE:
1	ISSUED FOR BID	02/5/2026

SCHEDULES AND DETAILS
ELECTRICAL
HSP2 CONTROL SCHEMATIC, SCHEDULES, AND DETAILS

WATER TREATMENT FACILITY
ENERGY EFFICIENCY IMPROVEMENTS
CITY OF HIGHLAND PARK, ILLINOIS

JOB NO.
6267.011

PROJECT MGR.
BRIAN HACKMAN, P.E.

STRAND ASSOCIATES®

SHEET
3
99-E7.01

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ATTACHMENT D

SPECIAL INSTRUCTIONS

1. Working Days

Except for such work as may be require to properly maintain lights and barricades, no work will be permitted on Sunday, legal holidays, or weekdays between 7:00 p.m. and 7:00 a.m. On Saturdays, no work shall begin before 9:00 a.m. or continue after 5:00 p.m. without specific permission of the Engineer.

If work outside of normal working day hours is necessary, payment at 1.5 times the salary and benefits of the City inspector shall be payable to the City. Reasonable delays due to weather or conditions beyond the control of the City or Contractor may not require payment.

Without specific permission of the City Engineer (City of Highland Park) and except for such work as may be required to properly maintain lights and barricades, no work will be permitted on:

A. Weekdays between 7:00 p.m. and 7:00 a.m.
B. Saturdays between 5:00 p.m. and 9:00 a.m.
C. Sundays
D. Holidays listed below

Holiday	Date Observed
New Year's Day	01/01/2026
Martin Luther King Jr Day	01/19/2026
Passover (beg. Sundown 4/1/26)	04/02/2026
Memorial Day	05/25/2026
Independence Day	07/04/2026
Labor Day	09/07/2026
Rosh Hashanah (beg. sundown 9/11/26)	09/12/2026
Yom Kippur (beg. sundown 9/20/26)	09/21/2026
Veterans Day	11/11/2026
Thanksgiving Day	11/26/2026
Christmas	12/25/2026

2. Liquidated Damages

If the contractor fails to complete the project within the time limit specified, liquidated damages in the amount specified in the Standard Specifications, Article 108.09, "Failure to Complete Work on Time", shall be imposed for each calendar day until the project is completed.

Staff Report

Meeting Date: August 17, 2026

Staff Contact: Joe O'Neill, Deputy Director of Public Works
Tony Ferrari, Facilities Supervisor

Department: Public Works Department

Title: A Resolution Approving the Replacement of the City Hall Main Entrance Doors through the U.S. General Services Administration (GSA) Purchasing Cooperative

Recommendation:
City staff recommends contract award for the replacement of the main entrance doors, frame, and transom at City Hall through the General Services Administration (GSA) Cooperative Purchasing Program (Contract No. GS-07F-0326T) to ABS of Vernon Hills, IL, for a total project cost of $30,950.00.

Policy Consideration:
The existing main entrance doors, frame, and transom at City Hall are exhibiting significant corrosion due to prolonged weather exposure, especially during the winter months. Although the current hollow metal doors were replaced in 2015, they have begun rusting from the inside out, resulting in premature deterioration and a reduced service life. Given this, staff is recommending replacing the existing custom hollow metal door system with a fiberglass door and frame system while maintaining the current architectural appearance of the building. The new doors, frame, and transom will closely match the existing style and configuration, preserving the character and aesthetics of the City Hall entrance.

The recommended fiberglass door system offers several advantages over traditional hollow metal doors in this application, including:

- Superior resistance to corrosion caused by road salt, moisture, and harsh weather conditions.
- Increased durability with minimal maintenance requirements.
- Improved resistance to dents, rust, and surface deterioration.
- An expected service life of approximately 30 years, nearly three times the expected service life experienced with the current hollow metal doors.
- Lower life-cycle costs by reducing the frequency of future door replacements and associated labor expenses.

Given the harsh winter environment at the City Hall entrance, the fiberglass door system represents the best long-term value for the City while preserving the existing appearance of the

building.

To seek lower prices through combined specification and to reduce duplication of effort and administrative costs, the City engages in cooperative purchasing arrangements. The City is a member of the GSA purchasing consortium. Pricing for this project was obtained under GSA contract No. GS-07F-0326T. ABS submitted a proposal to the City for $29,477. Staff recommends contract approval for $30,950, which includes a 5% contingency for any unforeseen additional costs that may arise during the work. ABS has previously worked for the City and is currently in good standing.

The Department of Public Works Facilities Section will manage the project. All work will be performed in accordance with applicable building codes and will be coordinated to minimize disruption to City Hall operations. Contract documents will be available for public review at the Public Services Building, Department of Public Works, 1150 Half Day Road.

Core Priorities:

Fiscal Stability

Sufficient funds have been allocated in the 2026 Public Works Operations budget to complete this capital improvement project.

Attachments:

1. Resolution - Door Replacements
2. GSA Contract GS-07F-0326T
3. City Hall - Main Entrace Door Replacement - Proposal

CITY OF HIGHLAND PARK

RESOLUTION NO. R_____

A RESOLUTION APPROVING AWARD OF THE CITY HALL'S MAIN ENTRANCE FRAME AND DOORS REPLACEMENT PROJECT CONTRACT TO ABS OF VERNON HILLS, ILLINOIS, THROUGH THE GENERAL SERVICES ADMINISTRATION (GSA) PURCHASING COOPERATIVE

WHEREAS, the Public Works Department has identified the need to replace the existing main entrance frame, doors, and transom (***"Main Doors"***) at City Hall; and

WHEREAS, the City participates in the General Services Administration Purchasing Cooperative Program (***"GSA"***), which permits local governments to purchase commodities through cooperative purchasing arrangements, resulting in significant savings for the City; and

WHEREAS, GSA sought bids for the award of Contract No. GS-07F-0326T for the purchase by GSA participants of Facility Management Systems with Related Installation, and Security Services (***"Contract"***); and

WHEREAS, GSA identified ABS., of Vernon Hills, Illinois (***"ABS"***), as the low responsible bidder for the Contract; and

WHEREAS, the City now proposes to enter into contract with ABS for the Main Doors, in accordance with the Contract, in amount not to exceed $31,000.00 and

WHEREAS, the City Council has determined it will serve and be in the best interest of the City and its residents to replace the Main Doors from ABS;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF HIGHLAND PARK, LAKE COUNTY, ILLINOIS, as follows:

SECTION ONE: RECITALS. The foregoing recitals are incorporated into, and made a part of, this Resolution as findings of the City Council.

SECTION TWO: APPROVAL OF PURCHASE. The City Council hereby approves the purchase and replacement of the Main Doors from ABS, in amount not to exceed $31,000.00, and in accordance with the Contract.

SECTION THREE: EXECUTION OF REQUIRED DOCUMENTATION. The City Manager and the Deputy City Clerk are hereby authorized and directed to execute and attest, on behalf of the City, the Contract and all documents necessary to complete the purchase authorized pursuant to Section Two of this Resolution.

SECTION FOUR: EFFECTIVE DATE. This Resolution will be in full force and effect from and after its passage and approval by a majority of the member of the City Council.

ELECTRONICS TECHNOLOGIES CORPORATION, USA

FEDERAL SUPPLY SERVICE

AUTHORIZED FEDERAL SUPPLY SERVICE PRICE LIST

On-line access to contract ordering information, terms and conditions, up- to-date pricing, and the option to create an electronic delivery order are available through GSA *Advantage!™*, a menu-driven database system. The INTERNET address GSA *Advantage!™* is: http://www.GSAAdvantage.gov.

WORLDWIDE FEDERAL SUPPLY SCHEDULE CONTRACT FOR SCHEDULE MAS

FSC GROUP 63

ALARM AND SIGNAL SYSTEMS/FACILITY MANAGEMENT SYSTEMS,

PROFESSIONAL SECURITY/FACILITY MANAGEMENT SERVICES

FSC: 6350, 5810

238910	**Installation and Site Preparation Services**
334290	**Security and Detection Systems**
334290L	**Physical Access Control Systems (PACS)**
334512	**Total Solution Support Products for Facilities Management Systems**
OLM	**Order-Level Materials (OLMs)**

CONTRACT NUMBER: GS-07F-0326T

MOD PS0182 Effective 11-19-25

For more information on ordering from the Federal Supply Schedules click on the FSS Schedules button at: www.fss.gsa.gov

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CONTRACTOR: **ELECTRONIC TECHNOLOGIES CORPORATION USA**

11819 N Pennsylvania Street

Carmel, IN 46032-4255

Tel: 904-357-0278

Fax: 866-835-9865

Email: st.govtservices@allegion

Website: www.allegion.com

Website: https://us.allegion.com/en/home/markets/government.html

CONTRACTOR'S ADMINISTRATION SOURCE:

Contract Administrator: Doug Otto
101 Marketside Ave, Suite 404 #153
Ponte Vedra, Florida 32081
Tel: 904-357-0278
Fax: 866-635-9865
Email: doug.otto@allegion.com

BUSINESS SIZE: Large

CUSTOMER INFORMATION:

1a. SPECIAL ITEM NUMBERS

(SINs) SIN DESCRIPTION

238910 Installation and Site Preparation Services - Include installation and site preparation services ordered in conjunction with buildings and structures, building materials, storage tanks/systems, services for alternative energy solutions or power distribution equipment, and fuel dispensing and management systems purchased under this schedule contract. For ordering limitations and information, refer to the Special Ordering Procedures/Ordering Guide posted on www.gsa.gov

NOTE: When used in conjunction with a Cooperative Purchasing eligible SIN, this SIN is Cooperative Purchasing Eligible.

334290 Security and Detection Systems - Includes security and detection systems and devices, such as gas detectors, pressure level monitoring, patient/detainee monitoring systems, etc.

NOTE: Excludes vehicular alarms.

NOTE: Subject to Cooperative Purchasing /Visual Warning/Signaling Devices – SUBJECT TO

COOPERATIVE PURCHASING

334290L Physical Access Control Systems (PACS) - Includes physical access control systems (PACS), such as card-controlled access, biometrics, security barriers, etc.

NOTE: Subject to Cooperative Purchasing

334512 Total Solution Support Products for Facilities Management Systems - Includes products to support facilities management systems, such as repair parts, surveillance systems, security functions, energy functions, building comfort systems, etc.

NOTE: Subject to Cooperative Purchasing

OLM Order Level Materials (OLM) - OLMs are supplies and/or services acquired in direct support of an individual task or delivery order placed against a Schedule contract or BPA. OLM pricing is not established at the Schedule contract or BPA level, but at the order level. Since OLMs are identified and acquired at the order level, the ordering contracting officer (OCO) is responsible for making a fair and reasonable price determination for all OLMs.

OLMs are procured under a special ordering procedure that simplifies the process for acquiring supplies and services necessary to support individual task or delivery orders placed against a Schedule contract or BPA. Using this new procedure, ancillary supplies and services not known at the time of the Schedule award may be included and priced at the order level.

OLM SIN-Level Requirements/Ordering Instructions:
OLMs are:
- Purchased under the authority of the FSS Program
- Unknown until an order is placed
- Defined and priced at the ordering activity level in accordance with GSAR clause 552.238-115 Special Ordering Procedures for the Acquisition of Order-Level Materials. (Price analysis for OLMs is not conducted when awarding the FSS contract or FSS BPA; therefore, GSAR 538.270 and 538.271 do not apply to OLMs)
- Only authorized for use in direct support of another awarded SIN.
- Only authorized for inclusion at the order level under a Time-and-Materials (T&M) or Labor-Hour (LH) Contract Line Item Number (CLIN)
- Subject to a Not To Exceed (NTE) ceiling price

OLMs are not:
- "Open Market Items."
- Items awarded under ancillary supplies/services or other direct cost (ODC) SINs (these items are defined, priced, and awarded at the FSS contract level)

OLM Pricing:
- Prices for items provided under the Order-Level Materials SIN must be inclusive of the Industrial Funding Fee (IFF).
- The value of OLMs in a task or delivery order, or the cumulative value of OLMs in orders against an FSS BPA awarded under an FSS contract, cannot exceed 33.33%.

NOTE: When used in conjunction with a Cooperative Purchasing eligible SIN, this SIN is Cooperative Purchasing Eligible.

TERMS AND CONDITIONS

1b **LOWEST PRICED MODEL NUMBER AND PRICE PER SIN**: Government price based on a unit of one.

SIN	Part Number	Price
334290	48-101 ICA OPERATING KEY	$5.99

1b. **HOURLY RATES**: See page 7

2. **MAXIMUM ORDER:**

238910, 334290, 334512 all maximum order of $250,000

OLM The value of OLMs in a task or delivery order, or the cumulative value of OLMs in orders against an FSS BPA awarded under an FSS contract, cannot exceed 33.33%.

3. **MINIMUM ORDER:** None

4. **GEOGRAPHIC COVERAGE:** Domestic, 50 states, Washington D.C., Puerto Rico, US Territories

5. **POINT OF PRODUCTION**: Princeton, Illinois, Colorado Springs, Colorado; Morris County, NJ. Schlage AD Series, US/Mexico/ Taiwan Schlage SMS, Morris County, NJ, Santa Clara County, CA, Mexico Concord, CA.

6. **DISCOUNT:** GSA Net Prices. Negotiated discount has been applied and the IFF has been added. (I edited We never list the actual discount)

7. **QUANTITY DISCOUNTS**: Call Participating Dealer

8. **PROMPT PAYMENT TERMS**: 2% 20 net 30 Information for Ordering Offices: Prompt payment terms cannot be negotiated out of the contractual agreement in exchange for other concessions.

9. **FOREIGN ITEMS**: Mexico, Taiwan

10a. **TIME OF DELIVERY**: Consult with Participating Dealer (Within 60 days ARO)

10b. **EXPEDITED DELIVERY**: Contact dealer (see included list) to expedite quicker

10c. **OVERNIGHT AND 2-DAY DELIVERY:** Consult with Contractor

10d. **URGENT REQUIREMENTS**: Agencies can contact the Contractor's representative to effect a faster delivery. Customers are encouraged to contact the contractor for the purpose of requesting accelerated delivery.

11. **F.O.B. POINT**: FOB Destination to the Continental US (See Dealer)

12. **ORDERING ADDRESS**: C/O Participating Dealer,

Dealer Address

(See included list)

12b. **ORDERING PROCEDURES** : For supplies and services, the ordering procedures, information on Blanket Purchase Agreements (BPAs) are found in Federal Acquisition Regulation (FAR) 8.405-3.

13. **PAYMENT ADDRESS**: C/O ParticipatingDealer
Dealer Address

(See included list)

14. **WARRANTY PROVISIONS**: Standard Commercial Warranty

15. **EXPORT PACKING CHARGES**: N/A.

16. **TERMS AND CONDITIONS OF RENTAL, MAINTENANCE AND REPAIR:** N/A

17. **TERMS AND CONDITIONS OF INSTALLATION:** Installation is available under SINs 238910, 334290, 334512

18a. **TERMS AND CONDITIONS OF REPAIR PARTS INDICATING DATE OF PARTS PRICE LISTS AND ANY DISCOUNTS FROM LIST PRICES**: N/A

18b. **TERMS AND CONDITIONS OF ANY OTHER SERVICES**: Professional Services SINs 238910, 334290, 334512

19. **LIST OF SERVICE AND DISTRIBUTION POINTS**: Call Participating Dealer

20. **LIST OF PARTICIPATING DEALERS:** See Participating Dealer List

21. **PREVENTATIVE MAINTENANCE**: N/A

22a. **SPECIAL ATTRIBUTES SUCH AS ENVIRONMENTAL ATTRIBUTES**: N/A.

22b. **SECTION 508 Compliance for EIT**: Upon Request from Participating Dealer

23. **UEI Number**: KUKQEHAYU1P9

24. **REGISTRATION IN SYSTEM FOR AWARD MANAGEMENT (SAM) DATABASE:** Registration valid.

SIN #	Labor	GSA Metro Rates	GSA Non Metro Rates
238910/334512	Security Systems Designer	$103.24	$118.01
238910/334290	Security Technician I	$99.75	$114.02
238910/334290	Security Technician II	$109.72	$125.38
238910/334512	Program Manager	$145.19	$165.98
238910/334512	Senior Engineer	$149.13	$170.47
238910/334290	Service/Maintenance Technician	$124.69	$142.54

Allegion

At Allegion, we help keep people safe and secure where they live, work and visit. With more than 30 brands sold in almost 130 countries across the globe, we specialize in security around the doorway and beyond: everything from residential and commercial locks, door closer and exit devices, steel doors and frames to access control and workforce productivity systems.

At the core of our $2.7 billion business is the knowledge and experience of the 11,000+ dedicated employees behind our brands. We help our customers navigate their toughest security challenges, and we help builders and property owners differentiate themselves by providing innovative and secure solutions. Operational excellence is a key part of what we do for our customers and is a focus for our employees. Our trained specification writers and experts not only help our customers adhere to codes and standards – we help advocate for and raise those security standards in the first place, in markets around the world.

Our Brands

Our prominent security brands are sold in almost 130 countries across the globe. These brands offer a variety of products to keep our customers safe and secure throughout their daily lives and when security is needed the most.

Our Products

Specializing in security around the door, we furnish locks (both mechanical and electrical), door closers, exit devices, steel doors and frames. We're also breaking new technological ground with biometrics, special surfaces, video surveillance, wireless connectivity, cloud technology and other electronic safety solutions.

Our Culture

Our values aren't stoic or unattainable - they're as real and genuine as we are. They're more than words. Our values drive our culture and business decisions, both large and small. We believe that our culture is what makes us different, and it's part of how we're redefining security.

Electronic Technologies GSA Participating Dealers

NAME	Street	Suite	CITY	STATE	Zip	PHONE	FAX	POC	POC Email
Accredited Lock Supply	116 Paterson Plank Rd		Secaucus	NJ	07094	800-652-2835	201-865-5031	Geoffrey Goodwin	ggoodwin@acclock.com
Accurate Security Pros	9919 Hibert St. Suite D		San Diego	CA	92131	858-271-1155	858-271-1155	Dan Bozarth	dbozarth@accuratesecuritypros.com
Anderson Lock Company, Ltd, a WBENC-certified business	850 E Oakton St.		Des Plaines	IL	60018	847-824-2800	847-824-2800	Cortney Anderson Wascher	caw@andersonlock.com
Care Security Systems	7 Hemion Rd. Ste. 1		Suffern	NY	10901	845-467-0683	845-694-7770	Simon Schwab	simon@care-inc.com
Colorado Doorways, Inc.	5151 Bannock St.	STE 17	Denver	CO	80216	720-270-2888	303-312-0113	Sean Davey	sean@doorwaysinc.com
Cook & Boardman	3916 Westpoint Blvd		Winston Salem	NC	27103	704-334-9366	704-334-9366	Jennifer Griffin	jgriffin@mapdoors.biz
Cook Security Group	9225 Ne Cascades Pkwy		Portland	OR	97220	503-780-1356	503-780-1356	Kristi Putney	kristi.putney@cooksolutionsgroup.com
D. H. Pace	1901 East 119th Street		Olathe	KS	66061	816-480-2433	855-295-0092	Alex Newcomer Amber Latta Holly Terhune	alex.newcomer@dhpace.com
Door Resource, Inc	5025 Courtney Dr		Forest Park	GA	30297	770-963-8191	770-963-8191	Jake Slape	jslape@doorresources.com
Electronic Access Specialist Inc	10910 Endeavour Way		Seminile	FL	33777	800-237-2875	727-546-7340	Tim Twinam	timtwinam@southernlock.com
Electronic Specialty Company	1325 Dunbar Ave		Dunbar	WV	25064	304-766-6277	304-766-6270	Neal Stone	neal.stone@electronicspecialty.com
Foundation Building Materials	2520 Redhill Ave	#1	Santa Ana	CA	92705	(909) 204-1775	909-204-1775	Greg Cook	Greg.Cook@fbmsales.com
Gemba Security Solutions, LLC	22 Somerset Lane		Warwick	NY	10990	845-418-2866	484-450-3616	Debi Parker	dparker@gembasecurity.com
Gerelcom, Inc	560 Nw Enterprise Dr		Port Saint Lucie	FL	34986	772-201-0434	772-340-3666	Bryan Lanham	blanham@gerelco.com
Harry's Key Service, Inc.	2213 Main Street		Vancouver	WA	98660	360-937-9096	360-937-9096	Lynn Willoughby	lwilloughby@harryslocksmith.com

Electronic Technologies GSA Participating Dealers

NAME	Street	Suite	CITY	STATE	Zip	PHONE	FAX	POC	POC Email
Hei Security, LLC	3676 W California Ave	STE 117	Salt Lake City	UT	84104	978-356-8580	801-784-4163	Eric Rasmussen	eric.rasmussen@heisecurity.com
House Of Security	151 E. 5th Avenue		Columbus	OH	43201	614-291-7715	614-299-0872	Buddy Zipf	buddy@carlzipf.com
Instant Hardware Delivery, LLC	7512 Lindbergh Drive		Gaithersburg	MD	20879	301-417-9494	301-417-0919	Todd Schuch	tschuch@instanthardwaredelivery.com
Kelley Brosthers Hardware	317 E. Brighton Ave		Syracuse	NY	12310	315-478-2151 x606	800-856-9040	Owen Kelley	okelley@kelleybros.com
Kenton Brothers Locksmiths	3401 E. Truman Rd		Kansas City	MO	64127	816-389-8332	816-389-8332	Antionette Roberts	accounting@kentonbrothers.com
Lock & Door Specialists, Inc.	670 Cherry St.		Winter Park	FL	32789	407-629-1080	407-629-6761	Jackie Moore	jmoore@amlock.com
Loksafe Services	933 Grimmett Dr.		Shreveport	LA	71107	318-222-8864	318-222-8864	Katie Queen	katieis@loksafe.com
Minuteman Security Technologies	1 Connector Rd.		Andover	MA	01810	978-783-0018	978-783-0019	John Mendonca	johnm@minutemanst.com
Montgomery Hardware	8777 Lanyard Court		Rancho Cucamonga	CA	91730	877-917-0113	877-917-0114	Rick Myers	rmyers@montgomeryhardware.com
NWN Corporation	659 S. County TRL		Exeter	RI	02822	425-891-9696	425-891-9696	Douglas Chesler	dougc@leveragis.com
Ranger Security Solutions	5701 State Highway 317		Temple	TX	76502	713-264-2829	713-264-2829	William Hibbard	william@rangersecuritysolutions.com
Reece Complete Security Solutions	25977 Sw Canyon Creek Rd	STE E	Wilsonville	OR	97078	503-682-9900	503-682-9500	Thomas Loyola	ThomasL@rcss.us accounting@rcss.us Kellee@rcss.us
Roy E. Whitehead, Inc.	2245 Via Cerro Ave.	#2412	Riverside	CA	92509	951-565-1652	951-682-1560	Ron Bishop	RBishop@therewcrew.com
Sena-Tech, LLC	2825 Business Center Blvd	STE C-1	Melbourne	FL	32940	321-600-4990	866-691-7497	Steven Terry	sterry@sena-tech.com
Seven Oaks Doors And Hardware	329 S Main St,		Oakboro	NC	28129	704-485-2014	704-485-2525	Jill Hatley	jhatley@sevenoakshardware.com

Electronic Technologies GSA Participating Dealers

NAME	Street	Suite	CITY	STATE	Zip	PHONE	FAX	POC	POC Email
Skyhop	434 Belview Ave		Hagerstown	MD	21742	301-791-1236 x116	301-791-1524	Jennifer Reckley	jlreckley@skyhop.com
Superior Hardware Products	716 Industry Rd	STE A	Longwood	FL	32750	407-339-6800	407-339-7192	Mike Littlefield	mike@superiorhardwareproducts.com
Texas Safe & Lock	1111 Jupiter Rd.	STE 110A	Plano	TX	75074	469-467-7233	469-467-7233	Jeff McNutt	Jeff.mcnutt@texassafeandlock.com
The Lock & Safe Doctor Corp	1245 N Plano Rd.		Richardson	TX	75081	972-690-4431	972-690-4431	Joe Kelishadi	joe@lockdoc.com
Tull Bros	1111 Hwy 72		Corinth	MS	38834	601-981-9611	318-398-9155	Luis Seal	LSeal@tullinc.com
Walsh Door & Hardware Co	2600 Delaware Ave.		Des Moines	IA	50317	515-262-9822	515-262-8315	Liam Sweeney	lsweeney@walshdoor.com
Wire Map	6450 Ridge Ave Ne		Albany	OR	97322	541-619-4302	541-619-4302	Craig Bonn	craig@wiremap.net

Quote

500 Bunker Ct
Vernon Hills, IL 60061
Tel: 847.541.0010

Quote # : **1038179**
Quote Date : **Jun 11, 2026**
Expiration Date : **Jul 3, 2026**

Customer:
City of Highland Park
Dept of Public Works, 1150 Half Day Rd
Highland Park, IL 60035

Ship To:
City Of Highland Park
1707 St Johns Ave
Highland Park, Il 60035

Tel: (847) 926-1139 Fax: (847) 432-9907

Account Code : 30585
Terms : Net30
Customer Job # :
Salesperson : Maria Lopez
Order Name : GSA: City Highland Park - City Hall Main Entry Elevn OPT 2

Purchase Order # :
Shipped Via : Installer

MAS GSA Number GS-07F-0326T
GSA Prompt Payment Terms 2% Net 20, Net 30
This Quote contains Open Market Items, which we have identified on specified line items. Open Market Items are allowed under as stated in FAR 8.402(f)

GSA Quote - Tony Ferrari 847-926-1755

OPTION 2 SPECIAL LITE SCOPE OF WORK FOR CITY HALL MAIN ENTRY: NEW SPECIAL LITE ELEVATION TRANSOM ELEVATION PAIRED FRAME, SPECIAL LITE DOORS WITH FULL GLASS, AND HARDWARE AS NOTED.
Reuse exiting card reader and intercom system. Note: access control wiring, reconnections, testing, and integration are exluded; to be done by others.

Non-Union; Prevailing Wage Labor. Installation 7am to 3pm Monday - Friday

Qty	Product Description	Unit Price	Extended Price
1	CITY HALL MAIN ENTRY	0.00	0.00
1	SPECIAL-LITE SL-17 PAIR CLEAR - COMPLICATED FRAME TRANSOM, 72" X 88" DOORS PREPPED FOR CONTINUOUS HINGES SL-11HD, SVR QEL DEVICES, POWER TRANSFER BOTH DOORS, CLOSER REINFORCED, 1" TEMPERED GLASS 14" X 62" W/ APPLIED MUTTONS, ADJ ASTRAGAL, AJD BOTTOM BRUSH ***GSA OPEN MARKET ITEM*** Special Lite SL-17 doors and Special Lite elevation frame	15,635.37	15,635.37
2	1" CLEAR TEMP GLASS 17-3/4" X 19-3/4" W / LOGO ***GSA OPEN MARKET ITEM*** glass for transom	131.20	262.40
1	1" CLEAR TEMP GLASS 15-3/4" X 19-3/4" W / LOGO ***GSA OPEN MARKET ITEM*** glass for transom	131.20	131.20

500 Bunker Ct
Vernon Hills, IL 60061
Tel: 847.541.0010

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Account Code : 30585
Terms : Net30
Customer Job # :
Salesperson : Maria Lopez
Order Name : GSA: City Highland Park - City Hall Main Entry Elevn OPT 2

Purchase Order # :
Shipped Via : Installer

Qty	Product Description	Unit Price	Extended Price
1	Exit Device QEL 9927L x 996L-R&V LHR US3 ***GSA OPEN MARKET ITEM*** Von Duprin QEL surface vertical rod (SVR) exit device with lever trim, US3 finish	3,813.00	3,813.00
1	Exit Device QEL 9927L-DT x 996L-DT RHR US3 ***GSA OPEN MARKET ITEM*** Von Duprin QEL surface vertical rod (SVR) exit device with dummy (inoperable) lever trim, US3 finish	3,697.80	3,697.80
2	Closer 4040XP CUSH TBSRT BRASS ***GSA CATEGORY NUMBER 334290L*** LCN closer with cush arm, brass finish	493.48	986.96
1	Gasketing 160 VDKB 1 x 60" 2 x 84" SMS-TEKS 6 X 1" ***GSA OPEN MARKET ITEM*** NGP gasketing	79.86	79.86
1	Saddle Threshold 427 EDKB 60" 1/4-20 EA ***GSA OPEN MARKET ITEM*** NGP threshold	127.38	127.38
2	Protection Plate 190S 8" x 28" US3 ***GSA OPEN MARKET ITEM*** Hager kickplates	96.14	192.28

500 Bunker Ct
Vernon Hills, IL 60061
Tel: 847.541.0010

Quote

Quote # : **1038179**
Quote Date : **Jun 11, 2026**
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City of Highland Park
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Highland Park, IL 60035

Ship To:
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1707 St Johns Ave
Highland Park, Il 60035

Tel: (847) 926-1139 Fax: (847) 432-9907

Account Code : 30585
Terms : Net30
Customer Job # :
Salesperson : Maria Lopez
Order Name : GSA: City Highland Park - City Hall Main Entry Elevn OPT 2

Purchase Order # :
Shipped Via : Installer

Description	Price
***GSA OPEN MARKET ITEM**	4,550.00

LABOR TO INSTALL NEW SPECIAL LITE TRANSOM PAIRED ELEVATION FRAME, SPECIAL LITE DOORS, AND HARDWARE AS NOTED.

PLEASE NOTE WE ARE NOT RESPONSIBLE FOR THE CONDITION OF ANY MATERIAL TO BE REUSED.
IF MATERIAL CANNOT BE REUSED IT MUST BE PURCHASED NOT INCLUDED IN THIS PROPOSAL.

SPECIAL LITE STANDARD COLOR SELECTION TO BE DETERMINED & CONFIRMED BY CITY OF HIGHLAND PARK PRIOR TO ORDER PROCESSING.

QUOTE IS SUBJECT TO CHANGE UPON FIELD
VERIFICTION PROCESS.

NON-UNION PREVAILING WAGE BID INSTALLATION MONDAY THRU FRIDAY 7AM TO 3 PM

Pre-Tax Total	:	29,476.25
ILE - ILLINOIS TAX EXEMPT	:	0.00
Quote Total	**:**	**29,476.25**

TERMS FOR QUOTATION

DUE TO TARIFF AND SURCHARGE UNCERTAINTY QUOTE IS VALID FOR 14 DAYS

General Terms. The Prices quoted are subject to acceptance of this quotation within 14 days of its date. Material will be billed proportionately as shipped. Labor will be billed as performed. The full amount of each invoice is due within 30 days from its date without any retention. Where materials are shipped via a common or contract carrier consigned to the customer, all claims for damage against the carrier shall be made by the customer. Shipment is F.O.B. place of delivery with unloading and storage the responsibility of the Customer. Risk of loss passes to the customer when the material arrives at the jobsite and before it is unloaded. CBG Midwest, LLC dba American Building Services ("ABS") reserves the right to suspend or cancel any shipment or cancel the contract if Seller, in good faith, determines at any time that customer's credit is unsatisfactory to ABS.

Terms for Installation. ABS is not responsible for any damage to walls, floors or floor coverings or repair of same or for existing hardware that is to be reused, and any replacement hardware must be purchased separately by customer unless otherwise noted herein. Finishing and painting are not included unless otherwise noted herein. Door contacts will be removed and reinstalled as required. Customer is responsible for (a) existing structure anchoring and providing adequate support and framing for the new door and frame assembly and for all charges for labor and material reasonably required for same; and (b) providing 120 volt main power and three wire grounded terminating at automatic operator, if any is to be installed. Masonry, siding, roofing, plaster, drywall, low voltage wiring, fire alarm connections, security alarm connections, boxes, piping, conduit, wiring, grounding and other services and products other than those specified herein are expressly excluded. Permits, bonds and licenses are the responsibility of the customer unless otherwise expressly provided herein.

Warranty. The installation services and parts and labor are warranted against defects for one year after installation is completed; provided (a) all amounts payable have been paid within 30 days of invoice for same, (b) the defects are the result of normal usage and the damage is not due to neglect, misuse, acts of God or vandalism, (c) warranty work is performed by an authorized ABS technician; and (d) customer's sole remedy is repair or replacement of defective work or material. All warranty work will be performed during normal working hours of the service provider. Products purchased and installed are warranted solely by the manufacturer against defects for the period provided by the manufacturer's warranty SELLER DISCLAIMS ANY AND ALL OTHER WARRANTIES, WHETHER EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY, OF HABITABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE. THIS WARRANTY IS NOT A PLANNED MAINTENANCE AGREEMENT.

This proposal is subject to the potential addition of a cost surcharge. The magnitude of any cost surcharge will be dependent upon the degree that current supply chain constraints have on market cost levels. Any surcharges, if applicable, would be in addition to the base price quoted herein.

Accepted By: _____ Date:_____

Staff Report

Meeting Date: August 17, 2026

Staff Contact: Joe O'Neill, Deputy Director of Public Works
Tony Ferrari, Facilities Supervisor

Department: Public Works Department

Title: A Resolution Approving Award of the Fire Alarm System Replacements Project Contract to Everon, LLC., of Addison, Illinois, through the Sourcewell Purchasing Cooperative

Recommendation:
City staff recommends award of contract for the replacement of fire alarm systems at the Police Department and Firearms Training Center, with Everon Solutions of Burr Ridge, IL, through the consortium contract offered by Sourcewell (contract#: 121024-EVER) for a total project cost of $64,000.00.

Policy Consideration:
The fire alarm systems at both Fire Station 33 (1130 Central Ave.) and the Firearms Training Center (1180 Half Day Rd.) are original to the buildings and have exceeded their expected service life. These systems are key for early warning if fire breaks out at these locations and are required by code.
At Fire Station 33, the system dates back to the building's construction in 1999. The fire alarm panel has required multiple service visits over the past few years to remain operational, indicating declining reliability and approaching system failure. At the Firearms Training Center, the system is also original to the facility built in 1999 and has experienced intermittent technical glitches over the past few years, compromising its dependability. Both fire alarm systems were identified for replacement in the City's 2017 Facility Condition Assessment.

To seek lower prices through combined specification and to reduce duplication of effort and administrative costs, the City engages in cooperative purchasing arrangements. The City is a member of the Sourcewell purchasing consortium. Pricing for this project was obtained under Sourcewell Partners contract No. 121024-EVER. Everon submitted a proposal to the City for $60,956. Staff recommends contract approval for $64,000, which includes a 5% contingency for any unforeseen additional costs that may arise while conducting the replacement work. Everon has previously worked for the City and is currently in good standing.

The Department of Public Works Facilities Section will manage the project. All installation work

will be permitted and inspected by the City's Community Development Department Building Division. Construction is scheduled to begin in the fall of 2026, with completion anticipated before the end of the year. Contract documents will be available for public review at the Public Services Building, Department of Public Works, 1150 Half Day Road.

Core Priorities:

Fiscal Stability

Sufficient funds have been allocated in the 2026 Public Works Operations budget to support this capital improvement project.

Attachments:

1. Resolution - Everon Fire Alarm Sys.
2. Everon Contract 121024
3. 33-FATC - FIre Alarm Replacement - Proposal

CITY OF HIGHLAND PARK

RESOLUTION NO. R_____

A RESOLUTION APPROVING AWARD OF THE FIRE ALARM SYSTEM REPLACEMENTS PROJECT CONTRACT TO EVERON, LLC., OF ADDISON, ILLINOIS, THROUGH THE SOURCEWELL PURCHASING COOPERATIVE

WHEREAS, the Public Works Department has identified the need for the purchase and installation of the Fire Alarm Systems (***"Fire Alarm Systems"***) for Fire Station 33, and the Firearms Training Center; and

WHEREAS, the City participates in the Sourcewell Purchasing Cooperative Program (***"Sourcewell"***), which permits local governments to purchase commodities through cooperative purchasing arrangements, resulting in significant savings for the City; and

WHEREAS, Sourcewell sought bids for the award of Contract No. 121024-EVER for the purchase by Sourcewell participants of Facility Security Systems, Equipment, and Software with Related Services (***"Contract"***); and

WHEREAS, Sourcewell identified Everon, LLC. of Boca Raton, Florida (***"Everon"***), as the low responsible bidder for the Contract; and

WHEREAS, the City now proposes to enter into contract with Everon for Fire Alarm Systems, in accordance with the Contract, in the total amount of $64,000.00 and

WHEREAS, the City Council has determined it will serve and be in the best interest of the City and its residents to purchase the Hard & Soft Surface Commercial Flooring from Everon;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF HIGHLAND PARK, LAKE COUNTY, ILLINOIS, as follows:

SECTION ONE: RECITALS. The foregoing recitals are incorporated into, and made a part of, this Resolution as findings of the City Council.

SECTION TWO: APPROVAL OF PURCHASE. The City Council hereby approves the purchase and installation of the Fire Alarm Systems from Everon, in the sum of $64,000.00, and in accordance with the Contract.

SECTION THREE: EXECUTION OF REQUIRED DOCUMENTATION. The City Manager and the Deputy City Clerk are hereby authorized and directed to execute and attest, on behalf of the City, the Contract and all documents necessary to complete the purchase authorized pursuant to Section Two of this Resolution.

SECTION FOUR: EFFECTIVE DATE. This Resolution will be in full force and effect from and after its passage and approval by a majority of the member of the City Council.

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MASTER AGREEMENT #121024
CATEGORY: Facility Security Systems, Equipment, and Software with Related Services
SUPPLIER: Everon, LLC

This Master Agreement (Agreement) is between Sourcewell, a Minnesota service cooperative located at 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Everon, LLC, 1501 Yamato Road, Boca Raton, FL 33431 (Supplier).

Sourcewell is a local government and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) offering a Cooperative Purchasing Program to eligible participating government entities.

Under this Master Agreement entered with Sourcewell, Supplier will provide Included Solutions to Participating Entities through Sourcewell's Cooperative Purchasing Program.

Article 1: General Terms

The General Terms in this Article 1 control the operation of this Master Agreement between Sourcewell and Supplier and apply to all transactions entered by Supplier and Participating Entities. Subsequent Articles to this Master Agreement control the rights and obligations directly between Sourcewell and Supplier (Article 2), and between Supplier and Participating Entity (Article 3), respectively. These Article 1 General Terms control over any conflicting terms. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

1) **Purpose.** Pursuant to Minnesota law, the Sourcewell Board of Directors has authorized a Cooperative Purchasing Program designed to provide Participating Entities with access to competitively awarded cooperative purchasing agreements. To facilitate the Program, Sourcewell has awarded Supplier this cooperative purchasing Master Agreement following a competitive procurement process intended to meet compliance standards in accordance with Minnesota law and the requirements contained herein.

2) **Intent.** The intent of this Master Agreement is to define the roles of Sourcewell, Supplier, and Participating Entity as it relates to Sourcewell's Cooperative Purchasing Program.

3) **Participating Entity Access.** Sourcewell's Cooperative Purchasing Program Master Agreements are available to eligible public agencies (Participating Entities). A Participating Entity's authority to access Sourcewell's Cooperative Purchasing Program is determined through the laws of its respective jurisdiction.

4) **Supplier Access.** The Included Solutions offered under this Agreement may be made available to any Participating Entity. Supplier understands that a Participating Entity's use of this Agreement is at the Participating Entity's sole convenience. Supplier will educate its sales and service forces about Sourcewell eligibility requirements and required documentation. Supplier will be responsible for ensuring sales are with Participating Entities.

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5) **Term.** This Agreement is effective upon the date of the final signature below. The term of this Agreement is four (4) years from the effective date. The Agreement expires at 11:59 P.M. Central Time on February 18, 2029, unless it is cancelled or extended as defined in this Agreement.

   a) **Extensions.** Sourcewell and Supplier may agree to up to three (3) additional one-year extensions beyond the original four-year term. The total possible length of this Agreement will be seven (7) years from the effective date.

   b) **Exceptional Circumstances.** Sourcewell retains the right to consider additional extensions as required under exceptional circumstances.

6) **Survival of Terms.** Notwithstanding the termination of this Agreement, the obligations of this Agreement will continue through the performance period of any transaction entered between Supplier and any Participating Entity before the termination date.

7) **Scope.** Supplier is awarded a Master Agreement to provide the solutions identified in (Solicitation 121024) to Participating Entities. In Scope solutions include:

   a) Alarm and signal systems;
   b) Building security automation and integration, motion-controlled lighting, occupancy detection solutions;
   c) Fire detection, sprinkler and suppression systems;
   d) Intrusion and breach prevention and detection solutions;
   e) Glass and window security, armor, and ballistic applications and solutions;
   f) Closed circuit television (CCTV), surveillance, and recording solutions;
   g) Facility and parking access control solutions;
   h) Robotic and Artificial Intelligence (AI) surveillance solutions; and
   i) Biometric scanning and screening.

8) **Included Solutions.** Supplier's Proposal to the above referenced RFP is incorporated into this Master Agreement. Only those Solutions included within Supplier's Proposal and within Scope (Included Solutions) are included within the Agreement and may be offered to Participating Entities.

9) **Indefinite Quantity.** This Master Agreement defines an indefinite quantity of sales to eligible Participating Entities.

10) **Pricing.** Pricing information (including Pricing and Delivery and Pricing Offered tables) for all Included Solutions within Supplier's Proposal is incorporated into this Master Agreement.

11) **Not to Exceed Pricing.** Suppliers may not exceed the prices listed in the current Pricing List on file with Sourcewell when offering Included Solutions to Participating Entities. Participating Entities may request adjustments to pricing directly from Supplier during the negotiation and execution of any transaction.

12) **Open Market.** Supplier's open market pricing process is included within its Proposal.

13) Supplier Representations:

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i) **Compliance.** Supplier represents and warrants it will provide all Included Solutions under this Agreement in full compliance with applicable federal, state, and local laws and regulations.

ii) **Licenses.** As applicable, Supplier will maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of Supplier's business with Participating Entities. Participating Entities may request all relevant documentation directly from Supplier.

iii) **Supplier Warrants.** Supplier warrants that all Included Solutions furnished under this Agreement are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Solutions are suitable for and will perform in accordance with the ordinary use for which they are intended.

14) **Bankruptcy Notices.** Supplier certifies and warrants it is not currently in a bankruptcy proceeding. Supplier has disclosed all current and completed bankruptcy proceedings within the past seven years within its Proposal. Supplier must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the term of this Agreement.

15) **Debarment and Suspension.** Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota, the United States federal government, or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Agreement. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time during the term of this Agreement.

16) **Provisions for non-United States federal entity procurements under United States federal awards or other awards (Appendix II to 2 C.F.R § 200).** Participating Entities that use United States federal grant or other federal funding to purchase solutions from this Agreement may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Section, all references to "federal" should be interpreted to mean the United States federal government. The following list applies when a Participating Entity accesses Supplier's Included Solutions with United States federal funds.

i) **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all agreements that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

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ii) **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must comply with all applicable Davis-Bacon Act provisions.

iii) **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708).** Where applicable, all contracts awarded by the non-federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies, materials, or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Agreement. Supplier certifies that during the term of an award for all Agreements by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

iv) **RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT.** If the federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Supplier

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certifies that during the term of an award for all Agreements by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

v) **CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387).** Contracts and subgrants of amounts in excess of $150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Agreement it will comply with applicable requirements as referenced above.

vi) **DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689).** A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. § 180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

vii) **BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352).** Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

viii) **RECORD RETENTION REQUIREMENTS.** To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

ix) **ENERGY POLICY AND CONSERVATION ACT COMPLIANCE.** To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

x) **BUY AMERICAN PROVISIONS COMPLIANCE.** To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

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xi) **ACCESS TO RECORDS (2 C.F.R. § 200.336).** Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

xii) **PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322).** A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

xiii) **FEDERAL SEAL(S), LOGOS, AND FLAGS.** The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

xiv) **NO OBLIGATION BY FEDERAL GOVERNMENT.** The U.S. federal government is not a party to this Agreement or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Agreement or any purchase by an authorized user.

xv) **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS.** The Contractor acknowledges that 31 U.S.C. § 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Agreement or any purchase by a Participating Entity.

xvi) **FEDERAL DEBT.** The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

xvii) **CONFLICTS OF INTEREST.** The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Agreement or any aspect related to the anticipated work under this Agreement raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

xviii) **U.S. EXECUTIVE ORDER 13224.** The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

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xix) **PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.** To the extent applicable, Supplier certifies that during the term of this Agreement it will comply with applicable requirements of 2 C.F.R. § 200.216.

xx) **DOMESTIC PREFERENCES FOR PROCUREMENTS.** To the extent applicable, Supplier certifies that during the term of this Agreement, Supplier will comply with applicable requirements of 2 C.F.R. § 200.322.

Article 2:
Sourcewell and Supplier Obligations

The Terms in this Article 2 relate specifically to Sourcewell and its administration of this Master Agreement with Supplier and Supplier's obligations thereunder.

1) **Authorized Sellers**. Supplier must provide Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers which may complete transactions of Included Solutions offered under this Agreement. Sourcewell may request updated information in its discretion, and Supplier agrees to provide requested information within a reasonable time.

2) **Product and Price Changes Requirements.** Supplier may request Included Solutions changes, additions, or deletions at any time. All requests must be made in writing by submitting a Sourcewell Price and Product Change Request Form to Sourcewell. At a minimum, the request must:
   - Identify the applicable Sourcewell Agreement number;
   - Clearly specify the requested change;
   - Provide sufficient detail to justify the requested change;
   - Individually list all Included Solutions affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
   - Include a complete restatement of Pricing List with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Included Solutions offered, even for those items where pricing remains unchanged.

   A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Agreement and will be incorporated by reference.

3) **Authorized Representative.** Supplier will assign an Authorized Representative to Sourcewell for this Agreement and must provide prompt notice to Sourcewell if that person is changed. The Authorized Representative will be responsible for:
   - Maintenance and management of this Agreement;
   - Timely response to all Sourcewell and Participating Entity inquiries; and
   - Participation in reviews with Sourcewell.

   Sourcewell's Authorized Representative is its Chief Procurement Officer.

4) **Performance Reviews.** Supplier will perform a minimum of one review with Sourcewell per agreement year. The review will cover transactions to Participating Entities, pricing and terms, administrative fees, sales data reports, performance issues, supply chain issues, customer issues, and any other necessary information.

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5) **Sales Reporting Required.** Supplier is required as a material element to this Master Agreement to report all completed transactions with Participating Entities utilizing this Agreement. Failure to provide complete and accurate reports as defined herein will be a material breach of the Agreement and Sourcewell reserves the right to pursue all remedies available at law including cancellation of this Agreement.

6) **Reporting Requirements.** Supplier must provide Sourcewell an activity report of all transactions completed utilizing this Agreement. Reports are due at least once each calendar quarter (Reporting Period). Reports must be received no later than 45 calendar days after the end of each calendar quarter. Supplier may report on a more frequent basis in its discretion. Reports must be provided regardless of the amount of completed transactions during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

   The Report must contain the following fields:
   - Participating Entity Name (e.g., City of Staples Highway Department);
   - Participating Entity Physical Street Address;
   - Participating Entity City;
   - Participating Entity State/Province;
   - Participating Entity Zip/Postal Code;
   - Sourcewell Participating Entity Account Number;
   - Transaction Description;
   - Transaction Purchased Price;
   - Sourcewell Administrative Fee Applied; and
   - Date Transaction was invoiced/sale was recognized as revenue by Supplier.

   If collected by Supplier, the Report may include the following fields as available:
   - Participating Entity Contact Name;
   - Participating Entity Contact Email Address;
   - Participating Entity Contact Telephone Number;

7) **Administrative Fee.** In consideration for the support and services provided by Sourcewell, Supplier will pay an Administrative Fee to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. Supplier will include its Administrative Fee within its proposed pricing. Supplier may not directly charge Participating Entities to offset the Administrative Fee.

8) **Fee Calculation.** Supplier's Administrative Fee payable to Sourcewell will be calculated as a stated percentage (listed in Supplier's Proposal) of all completed transactions utilizing this Master Agreement within the preceding Reporting Period. For certain categories, a flat fee may be proposed. The Administrative Fee will be stated in Supplier's Proposal.

9) **Fee Remittance.** Supplier will remit fee to Sourcewell no later than 45 calendar days after the close of the preceding calendar quarter in conjunction with Supplier's Reporting Period obligations defined herein. Payments should note the Supplier's name and Sourcewell-assigned Agreement number in the memo; and must be either mailed to Sourcewell above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions.

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10) **Noncompliance.** Sourcewell reserves the right to seek all remedies available at law for unpaid or underpaid Administrative Fees due under this Agreement. Failure to remit payment, delinquent payments, underpayments, or other deviations from the requirements of this Agreement may be deemed a material breach and may result in cancellation of this Agreement and disbarment from future Agreements.

11) **Audit Requirements.** Pursuant to Minn. Stat. § 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell and the Minnesota State Auditor for a minimum of six years from the end of this Agreement. Supplier agrees to fully cooperate with Sourcewell in auditing transactions under this Agreement to ensure compliance with pricing terms, correct calculation and remittance of Administrative Fees, and verification of transactions as may be requested by a Participating Entity or Sourcewell.

12) **Assignment, Transfer, and Administrative Changes.** Supplier may not assign or otherwise transfer its rights or obligations under this Agreement without the prior written consent of Sourcewell. Such consent will not be unreasonably withheld. Sourcewell reserves the right to unilaterally assign all or portions of this Agreement within its sole discretion to address corporate restructurings, mergers, acquisitions, or other changes to the Responsible Party and named in the Agreement. Any prohibited assignment is invalid. Upon request Sourcewell may make administrative changes to agreement documentation such as name changes, address changes, and other non-material updates as determined within its sole discretion.

13) **Amendments.** Any material change to this Agreement must be executed in writing through an amendment and will not be effective until it has been duly executed by the parties.

14) **Waiver.** Failure by Sourcewell to enforce any right under this Agreement will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right.

15) **Complete Agreement.** This Agreement represents the complete agreement between the parties for the scope as defined herein. Supplier and Sourcewell may enter into separate written agreements relating specifically to transactions outside of the scope of this Agreement.

16) **Relationship of Sourcewell and Supplier.** This Agreement does not create a partnership, joint venture, or any other relationship such as employee, independent contractor, master-servant, or principal-agent.

17) **Indemnification.** Supplier must indemnify, defend, save, and hold Sourcewell, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell, arising out of any act or omission in the performance of this Agreement by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in design, condition, or performance of Included Solutions under this Agreement. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

18) **Data Practices.** Supplier and Sourcewell acknowledge Sourcewell is subject to the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13. As it applies to all data created and

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maintained in performance of this Agreement, Supplier may be subject to the requirements of this chapter.

19) **Grant of License.**
   a) **During the term of this Agreement:**
      i) **Supplier Promotion.** Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising, promotional materials, and informational sites for the purpose of marketing Sourcewell's Agreement with Supplier.

      ii) **Sourcewell Promotion.** Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising, promotional materials, and informational sites for the purpose of marketing Supplier's Agreement with Sourcewell.

   b) **Limited Right of Sublicense.** The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, partners, or agents (collectively "Permitted Sublicensees") in advertising, promotional, or informational materials for the purpose of marketing the Parties' relationship. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this section by any of their respective sublicensees.

   c) **Use; Quality Control.**
      i) Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

      ii) Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Each party may make written notice to the other regarding misuse under this section. The offending party will have 30 days of the date of the written notice to cure the issue or the license/sublicense will be terminated.

   d) **Termination.** Upon the termination of this Agreement for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

20) **Venue and Governing law between Sourcewell and Supplier Only.** The substantive and procedural laws of the State of Minnesota will govern this Agreement between Sourcewell and Supplier. Venue for all legal proceedings arising out of this Agreement between Sourcewell and Supplier will be in court of competent jurisdiction within the State of Minnesota. This section does not apply to any dispute between Supplier and Participating Entity. This Agreement reserves the right for Supplier and Participating Entity to negotiate this term to within any transaction documents.

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21) **Severability.** If any provision of this Agreement is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Agreement is capable of being performed, it will not be affected by such determination or finding and must be fully performed.
22) **Insurance Coverage.** At its own expense, Supplier must maintain valid insurance policy(ies) during the performance of this Agreement with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

a) **Commercial General Liability Insurance.** Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Agreement.
    - $1,500,000 each occurrence Bodily Injury and Property Damage
    - $1,500,000 Personal and Advertising Injury
    - $2,000,000 aggregate for products liability-completed operations
    - $2,000,000 general aggregate

b) **Certificates of Insurance.** Prior to execution of this Agreement, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Agreement. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or provided to in an alternative manner as directed by Sourcewell. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. Failure of Supplier to maintain the required insurance and documentation may constitute a material breach.

c) **Additional Insured Endorsement and Primary and Non-contributory Insurance Clause.** Supplier agrees to list Sourcewell, including its officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

d) **Waiver of Subrogation.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Agreement or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

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e) **Umbrella/Excess Liability/SELF-INSURED RETENTION.** The limits required by this Agreement can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

23) **Termination for Convenience.** Sourcewell or Supplier may terminate this Agreement upon 60 calendar days' written notice to the other Party. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.

24) **Termination for Cause.** Sourcewell may terminate this Agreement upon providing written notice of material breach to Supplier. Notice must describe the breach in reasonable detail and state the intent to terminate the Agreement. Upon receipt of Notice, the Supplier will have 30 calendar days in which it must cure the breach. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.

Article 3:
Supplier Obligations to Participating Entities

The Terms in this Article 3 relate specifically to Supplier and a Participating Entity when entering transactions utilizing the General Terms established in this Master Agreement. Article 1 General Terms control over any conflict with this Article 3. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

1) **Quotes to Participating Entities.** Suppliers are encouraged to provide all pricing information regarding the total cost of acquisition when quoting to a Participating Entity. Suppliers and Participating Entities are encouraged to include all cost specifically associated with or included within the Suppliers proposal and Included Solutions within transaction documents.

2) **Shipping, Delivery, Acceptance, Rejection, and Warranty.** Supplier's proposal may include proposed terms relating to shipping, delivery, inspection, and acceptance/rejection and other relevant terms of tendered Solutions. Supplier and Participating Entity may negotiate final terms appropriate for the specific transaction relating to non-appropriation, shipping, delivery, inspection, acceptance/rejection of tendered Solutions, and warranty coverage for Included Solutions. Such terms may include, but are not limited to, costs, risk of loss, proper packaging, inspection rights and timelines, acceptance or rejection procedures, and remedies as mutually agreed include notice requirements, replacement, return or exchange procedures, and associated costs.

3) **Applicable Taxes.** Participating Entity is responsible for notifying supplier of its tax-exempt status and for providing Supplier with any valid tax-exemption certification(s) or related documentation.

4) **Ordering Process and Payment.** Supplier's ordering process and acceptable forms of payment are included within its Proposal. Participating Entities will be solely responsible for payment to Supplier and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

5) **Transaction Documents.** Participating Entity may require the use of its own forms to complete transactions directly with Supplier utilizing the terms established in this Agreement. Supplier's

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standard form agreements may be offered as part of its Proposal. Supplier and Participating Entity may complete and document transactions utilizing any type of transaction documents as mutually agreed. In any transaction document entered utilizing this Agreement, Supplier and Participating Entity must include specific reference to this Master Agreement by number and to Participating Entity's unique Sourcewell account number.

6) **Additional Terms and Conditions Permitted.** Participating Entity and Supplier may negotiate and include additional terms and conditions within transaction documentation as mutually agreed. Such terms may supplant or supersede this Master Agreement when necessary and as solely determined by Participating Entity. Sourcewell has expressly reserved the right for Supplier and Participating Entity to address any necessary provisions within transaction documents not expressly included within this Master Agreement, including but not limited to transaction cancellation, dispute resolution, governing law and venue, non-appropriation, insurance, defense and indemnity, force majeure, and other material terms as mutually agreed.

7) **Subsequent Agreements and Survival.** Supplier and Participating Entity may enter into a separate agreement to facilitate long-term performance obligations utilizing the terms of this Master Agreement as mutually agreed. Such agreements may provide for a performance period extending beyond the full term of this Master Agreement as determined in the discretion of Participating Entity.

8) **Participating Addendums.** Supplier and Participating Entity may enter a Participating Addendum or similar document extending and supplementing the terms of this Master Agreement to facilitate adoption as may be required by a Participating Entity.

Sourcewell	Everon, LLC
Signed by: Jeremy Schwartz C0FD2A139D06489...	Signed by: 42BF53F2EB5645F...
By: _____	By: _____
Jeremy Schwartz	Scott Wulforst
Title: Chief Procurement Officer	Title: Sr. Director State Local Government Programs
Date: 2/15/2025 | 7:19 PM CST	Date: 2/14/2025 | 5:39 PM CST

RFP 121024 - Facility Security Systems, Equipment, and Software with Related Services

Vendor Details

Company Name:	Everon, LLC
Address:	1050 Yamato Road Boca Raton, Florida 33431
Contact:	Scott Wulforst
Email:	scottwulforst@everonsolutions.com
Phone:	775-287-8110
Fax:	775-287-8110
HST#:	90-0008456

Submission Details

Created On:	Monday October 28, 2024 11:09:29
Submitted On:	Tuesday December 10, 2024 16:14:16
Submitted By:	Scott Wulforst
Email:	scottwulforst@everonsolutions.com
Transaction #:	c43e2ce6-a1a1-4f1f-8acf-ab1052e22dcc
Submitter's IP Address:	96.38.186.220

Specifications

Table 1: Proposer Identity & Authorized Representatives (Not Scored)

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Table 1 Specific Instructions. Sourcewell requires identification of all parties responsible for providing Solutions under a resulting master agreement(s) (Responsible Supplier). Proposers are strongly encouraged to include all potential Responsible Suppliers including any corporate affiliates, subsidiaries, D.B.A., and any other authorized entities within a singular proposal. All information required under this RFP must be included for each Responsible Supplier as instructed. Proposers with multiple Responsible Supplier options may choose to respond individually as distinct entities, however each response will be evaluated individually and only those proposals recommended for award may result in a master agreement award. Unawarded entities will not be permitted to later be added to an existing master agreement through operation of Proposer's corporate organization affiliation.

Line Item	Question	Response *	
1	Provide the legal name of the Proposer authorized to submit this Proposal.	Everon, LLC	*
2	In the event of award, is this entity the Responsible Supplier that will execute the master agreement with Sourcewell? Y or N.	Y	*
3	Identify all subsidiaries, D.B.A., authorized affiliates, and any other entity that will be responsible for offering and performing delivery of Solutions within this Proposal (i.e. Responsible Supplier(s) that will execute a master agreement with Sourcewell).	NA	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	CAGE CODE: 49L15	*
5	Provide your NAICS code applicable to Solutions proposed.	561621 - Security Systems Services (except Locksmiths) 238210 - Electrical Contractors and Other Wiring Installation Contractors 922160 - Fire Protection 541690 - Other Scientific and Technical Consulting Services 561990 - All Other Support Services 423610 - Electrical Apparatus and Equipment, Wiring Supplies, and Related Equipment Merchant Wholesalers 541512 - Computer Systems Design Services 238220 - Plumbing, Heating, and Air-Conditioning Contractors 423450 - Medical, Dental, and Hospital Equipment and Supplies Merchant Wholesalers 922140 - Correctional Institutions 541519 - Other Computer Related Services 334290 - Other Communications Equipment Manufacturing 238990 - All Other Specialty Trade Contractors	
6	Proposer Physical Address:	1501 Yamato Road, Boca Raton, FL 33431	*
7	Proposer website address (or addresses):	www.everonsolutions.com	*
8	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer):	Scott Wulforst Sr. Director State Local Government Programs 775-287-8110 scottwulforst@everonsolutions.com	*
9	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Scott Wulforst Sr. Director State Local Government Programs 775-287-8110 scottwulforst@everonsolutions.com	*
10	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Pamela Pletz Sr Contract Sales Support pamelapletz@everonsolutions.com	*

Table 2A: Financial Viability and Marketplace Success (50 Points, applies to Table 2A and 2B)

Line Item	Question	Response *	

11	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested Solutions.	Everon is a leading national integrator and premier service provider of commercial security, fire and life safety. We support more than 300,000 customer locations backed by our national strength and local knowledge of over 5,000 employees – including 2,500 technicians – across 100 offices, and two dedicated monitoring and operations centers. Our corporate offices are based in Boca Raton, Florida with our Innovation & Operations HQ, also known as the iO, in Dallas, Texas. Everon draws on an outstanding legacy of service excellence that is strengthened by more than a decade of industry expertise—with many leaders having spent most of their careers in the industry. Our organization was built over the last decade by some of the most trusted names in commercial security that include ADT Commercial, Protection 1, and Red Hawk Fire & Security. In that time, we focused on providing comprehensive, scalable solutions to address unique needs of mid-market, national, and large-scale organizations—and established a new industry standard for customer-driven service excellence and delivery. With GTCR's acquisition of ADT Commercial in 2023, we've now emerged as an innovator and service excellence champion, protecting commercial people, property, and assets across industries. Through our predecessor companies, we built a reputation as one of the nation's best commercial security providers, with decades of experience and a proven record of excellence in customer service. Today, we are Everon. We are ever focused on being game-changers and innovators, breaking new ground to propel the industry forward with a customer-focused approach to optimizing your security and life safety ecosystem. We are ever committed to being the dedicated partner and security advisor you can trust. Our commitment to our customers is based on a foundational principle: We commit to the protection of your facilities and assets as though they are our own. And we respond to your dedication to your people's safety with our own tenacity. We consistently deliver a great customer experience—making us a trusted partner across industries and solutions. Our experienced security, fire, and life safety experts, paired with our innovative approach to providing best-in-class service, allow us to deliver exceptional customer service across your enterprise. Our specialized commercial team members have deep technical knowledge, complex design skillsets, and multiple enterprise-level technology, security, and fire certifications. Our Integrated Solutions team provides design development oversight, technical support and engineering, and cross-discipline project management for your complex commercial environments. Our National Fire & Life Safety Team provides fire alarm, sprinkler, and suppression system expertise from NICET and NFPA certified specialists; voice evacuation and mass notification solutions; and in-house system design-build services. The experts at our Network Operations Center design, deploy, and manage security networks, as well as provide hosted infrastructure (IaaS), cloud device health and environmental monitoring, and managed administrative services. And our industry experts have decades of specialized experience and in-depth understanding of the unique solutions and technologies needed to address your specific business challenges across various vertical markets: • K-12 education • Higher education • Local Municiple government • State government agencies • Non-profits and charitable organizations • Critical Infrastructure • Public Transportation

12	What are your company's expectations in the event of an award?	Everon's expectations in the event of a Sourcewell contract award center on building a strong, mutually beneficial partnership with Sourcewell and delivering exceptional value to its members. We anticipate establishing a collaborative relationship to align with Sourcewell's goals and objectives, ensuring seamless implementation of the contract. Our dedicated teams, including business development, customer success, and marketing, will support the activation and promotion of the contract, providing tailored training and resources to our field representatives across all territories. We expect to deliver high-quality services and solutions to Sourcewell members, leveraging our expertise in integrated security and fire life safety systems. Everon will work proactively with Sourcewell to develop innovative marketing strategies, engage members through educational initiatives, and participate in events to maximize the contract's reach and impact. Compliance with contractual obligations is a key expectation, including transparent reporting on contract utilization, performance metrics, and member satisfaction. Additionally, we anticipate working closely with Sourcewell to identify areas for improvement, adapt solutions to evolving member needs, and continuously enhance the value of the partnership. Through this collaborative approach, Everon aims to contribute to the success of the Sourcewell program and its member organizations.	*
13	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response. DO NOT PROVIDE ANY TAX INFORMATION OR PERSONALLY IDENTIFIABLE INFORMATION.	Everon draws on a robust foundation of financial strength and industry expertise, anchored by over a decade of service excellence. Our organization has successfully supported mid-market, national, and large-scale enterprises across various industries, ensuring reliable, scalable solutions tailored to customer needs. In 2023, Everon became part of the GTCR portfolio through the acquisition of ADT Commercial. GTCR is a renowned private equity firm with a track record of transformative growth in the security and technology sectors, underscoring Everon's position as a financially secure and innovative market leader. GTCR's history of disciplined investment and strategic guidance ensures that Everon operates with a strong financial foundation. Additional documentation has been provided. Financial statements, letters of credit, reference letter and bendability letter in the document upload section.	*
14	What is your US market share for the Solutions that you are proposing?	Everon ranks third among the top systems integrators in the United States, according to the 2024 SDM Top Systems Integrators report, with $781.7 million in North American systems integration revenue for 2023. This ranking highlights Everon's substantial presence and capability within the security, fire, and life safety solutions market. While Everon operates in a competitive space alongside other major players, its position within the top three demonstrates its strong market share in key verticals, including retail, healthcare, State & Local Government and education. These rankings and revenue figures provide the most relevant benchmark for assessing Everon's performance and market presence within the solutions being proposed. Combined with its extensive footprint of 108 business locations and over 6,600 employees, Everon is well-positioned to deliver industry-leading solutions and support.	*
15	What is your Canadian market share for the Solutions that you are proposing?	Everon currently services select U.S. national accounts in Canada. However, we do not possess the comprehensive infrastructure necessary to support local Canadian provinces fully. Consequently, our market share for the proposed solutions within Canada is minimal.	*
16	Disclose all current and completed bankruptcy proceedings for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the pendency of this RFP evaluation.	Everon has had no current or completed bankruptcy proceedings for the Proposer or any possible Responsible Party within the past seven years. Everon will provide written notice to Sourcewell should it enter a bankruptcy proceeding at any time during the pendency of this RFP evaluation.	*

17	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer the question that best applies to your organization, either a) or b). a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	Everon is best described as a service provider, Systems Integrator and reseller. We are a National Electronic Security Integrator and Fire Life Safety organization, specializing in providing integrated security, fire protection, and life safety solutions to commercial clients across the United States. Our services include the design, installation, and maintenance of advanced systems, including video surveillance, access control, intrusion detection, fire detection, and suppression systems. As a service provider, Everon operates with a combination of directly employed professionals and approved subcontractors. Our sales and service force consists of highly skilled employees who work closely with our clients to assess their needs, recommend tailored solutions, and provide ongoing support throughout the lifecycle of the products and services we deliver. In addition to our internal team, we leverage a network of independent subcontractors and company-owned entities, depending on regional needs, to extend our reach and offer comprehensive service and installation capabilities. This strategic approach ensures seamless delivery of our integrated security and fire life safety solutions.	*
18	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	Everon and its team of professionals to include engineers, technicians, and programmers, maintain all necessary licenses and certifications to deliver the security, fire, and life safety services outlined in this RFP. Additionally, Everon upholds certifications that ensure our status as an Authorized Value-Added Reseller (VAR) for a wide range of manufacturers, further validating our expertise and technical proficiency. 1. State and Local Licenses: • Security Provider Licenses: Everon holds security provider licenses across the United States, enabling us to operate in multiple jurisdictions. Details on our licenses can be found here. https://www.everonsolutions.com/about/licenses-credentials/licenses • Fire Sprinkler Contractor Licenses: Everon holds Electronic Fire & Sprinkler Contractor Licenses required by local state and AHJ's where applicable for a full list of our licenses, visit Everon's License Credentials. 2. Industry and Manufacturer Certifications: • NICET Certifications: Our engineers, technicians, and designers are certified by the National Institute for Certification in Engineering Technologies (NICET), ensuring compliance with the highest industry standards for fire alarm and life safety system design, installation, and maintenance. • NFPA Compliance: We adhere to all National Fire Protection Association (NFPA) standards, including NFPA 72 and NFPA 101, underscoring our dedication to fire and life safety excellence. • Manufacturer-Specific Certifications: Our team maintains certifications from leading security and fire safety system manufacturers, ensuring that we meet all requirements for product installation, service, and maintenance. • Authorized VAR Certification: Everon's status as a certified Value-Added Reseller (VAR) with multiple manufacturers allows us to provide custom solutions with direct access to advanced technology, tools, and support from our partners. 3. Compliance and Safety Certifications: • OSHA Training: Our staff have completed OSHA safety training, ensuring compliance with workplace safety standards. • TMA Five Diamond Certification: Everon is Five Diamond Certified by The Monitoring Association (TMA), reflecting our excellence in monitoring services and customer satisfaction. 4. Third-Party and Subcontractor Compliance: • We ensure that all subcontractors hold the required local and state licenses for their trades. • Subcontractors must align with Everon's standards by providing proof of insurance, bonding, and relevant certifications. Verification and Maintenance: Everon conducts regular reviews and updates of all licenses and certifications to maintain compliance with federal, state, and local regulations. Our team's manufacturer certifications are continuously updated through training and recertification programs to ensure our VAR status and deliver cutting-edge solutions to clients. For more details on Everon's licenses and certifications, please visit our Licenses and Credentials page. Documentation is also available upon request. Please let us know if additional information is required.	*
19	Disclose all current and past debarments or suspensions for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a debarment or suspension status any time during the pendency of this RFP evaluation.	Everon has no current or past debarments or suspensions for the Proposer or any possible Responsible Party within the past seven years. Everon will provide written notice to Sourcewell should it enter a debarment or suspension status at any time during the pendency of this RFP evaluation.	*

20	Describe any relevant industry awards or recognition that your company has received in the past five years.	As one of the leading commercial integrators in the United States, Everon is committed to achieving and maintaining professional and regulatory certifications and delivering award-winning performance and customer service. Everon was ranked #1 in Commercial Sales & Installation Revenue on the 2024 SDM 100 list, including #3 in Total Revenue and #4 Overall. Additionally, Everon was ranked #3 on SDM's 2024 Top Systems Integrator list, with significant contributions from key sectors including Retail, Healthcare, and Education. Security Business Magazine ran a cover story in the April 2024 issue about the rise of Everon, our intentional growth strategy, and how our highly experienced leadership team has positioned our organization as an industry leader and game changer. In 2024, Everon received the SAMMY Award for Integrated Installation of the Year from Security Sales & Integration (SSI) magazine. This highly integrated installation at the Hawaiian Financial Federal Credit Union in Honolulu, Hawaii featured key solutions like updated access control, video surveillance, intrusion detection, video verification, video analytics with talk-down feature, fire alarm monitoring, banking and ATM services across the main office building, 11 branch locations, a parking structure, and surrounding common grounds. Since 2022, Everon has received the HIRE Vets Gold Medallion from the U.S. Department of Labor in recognition of our commitment and dedication to supporting veterans by providing long-term career and growth opportunities and ensuring their success and inclusion within the organization. Everon also maintains a Five Diamond designation from The Monitoring Association for our commitments to reducing false alarm dispatches, meeting quality monitoring criteria standards, providing the highest level of customer service, and providing ongoing education and testing of our central station operators.	*
21	What percentage of your sales are to the governmental sector in the past three years?	In the past three years, 20% of Everon's total sales have been to the governmental sector.	*
22	What percentage of your sales are to the education sector in the past three years?	In the past three years, 8% of Everon's total sales have been to the education sector.	*
23	List all state, cooperative purchasing agreements that you hold. What is the annual sales volume for each of these agreement over the past three years?	Everon holds cooperative purchasing agreements with the following organizations, along with the associated annual sales volumes for each over the past three years: • NASPO ValuePoint: $55 million • OMNIA Partners: $28 million • TIPS-USA: $3.7 million • KPC (Kentucky Purchasing Cooperative): $13 million These agreements demonstrate our strong alignment with cooperative purchasing networks and our ability to deliver substantial value through these programs.	*
24	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	Everon does not currently hold a GSA contract.	*

Table 2B: References/Testimonials

Line Item 25. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
County of Fresno	Aaron Smith	559-600-7242	*
State of Washington	Matt Jones	360-902-3571	*
Martin County	Michael Drost	772-288-5663	*
City of Auburn	Derek Boulanger	207-333-6601	

Table 3: Ability to Sell and Deliver Solutions (150 Points)

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	

26	Sales force.	Everon has a team of over 500 sales professionals covering the united states.	*
27	Describe the network of Authorized Sellers who will deliver Solutions, including dealers, distributors, resellers, and other distribution methods.	Everon uses its own highly skilled employees to service and install projects, ensuring that all work meets our high standards of quality and performance. In cases where specialized expertise or additional resources are required, Everon may engage approved subcontractors under our direct supervision. This approach ensures that all subcontractors adhere to Everon's stringent requirements for safety, quality, and project timelines, maintaining a consistent and reliable service delivery. We do not rely on external dealers, distributors, or resellers, allowing us to maintain complete control over the execution of all projects.	*
28	Service force.	Everon operates over 100 branches nationwide, providing comprehensive support through a network of highly trained and certified professionals. In addition to on-site service, we offer remote support to resolve system issues quickly, saving time and reducing unexpected expenses. Our technicians are available 24/7/365. Our Tech Tracker system keeps you informed with service alerts, including technician details, certifications, and arrival times, ensuring a smooth and efficient service experience.	*
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	NA	*
30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	Everon's customer service program is designed to provide responsive, reliable, and high-quality support throughout the lifecycle of our products and services. Our process begins with a thorough assessment of the client's needs, followed by the deployment of dedicated service teams that ensure a seamless experience. Response-Time Capabilities and Commitments: Remote Support: Everon offers remote support to resolve system issues quickly, with many issues addressed within 15 minutes of contact. This helps save time and reduce costs associated with on-site visits. We also provide 24/7/365 support for urgent matters, ensuring continuous service availability. On-Site Support: If an issue requires on-site attention, we ensure timely service call scheduling. Our team uses a unique Tech Tracker system to provide real-time updates, including technician arrival times, qualifications, and certifications, allowing clients to be fully prepared for service. Incentives to Meet Service Goals: To ensure that our service goals are consistently met, we implement performance-based incentives for our service providers. These incentives encourage technicians to exceed response-time commitments, ensuring that our service standards are not only met but surpassed. Our incentive structure fosters a high level of dedication to customer service excellence. With Everon's customer service program, clients can be assured of fast, effective, and professional service, backed by a commitment to quality and continuous improvement.	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities.	Everon is fully committed to providing our products and services to Sourcewell participating entities. As a trusted provider of integrated security, fire, and life safety solutions, we are well-equipped to meet the needs of public sector organizations that rely on cooperative purchasing agreements like those offered by Sourcewell. We understand the importance of cost-effective, high-quality solutions for government, education, and non-profit entities, and we are dedicated to offering competitive pricing and exceptional service. Through our partnership with Sourcewell, Everon ensures that participating entities have access to streamlined procurement processes, making it easier to obtain our comprehensive solutions while adhering to budget constraints and compliance requirements. Our service model, which includes responsive support and timely installation and maintenance, aligns with the unique needs of Sourcewell members, allowing us to deliver efficient, reliable solutions tailored to their specific requirements. Everon's commitment to customer satisfaction and our proven track record in supporting large-scale, complex projects further demonstrates our ability and willingness to provide our solutions to Sourcewell participants across various sectors.	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Currently, Everon does not provide products and services to Sourcewell participating entities in Canada. Our operations are focused within the United States, where we have a well-established network of branches and service locations. While we are unable to serve Canadian entities at this time, we are committed to delivering high-quality solutions and support to Sourcewell members across the U.S. Should our service offerings expand internationally in the future, we will evaluate opportunities to support Sourcewell participating entities in Canada.	*

33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed agreement.	Everon is fully committed to providing our products and services across the United States. However, at this time, we do not serve Canada, and we do not offer full coverage in certain remote or rural areas of the U.S., where logistical challenges may limit our ability to provide immediate on-site service. These areas are few and far between, and we continuously work to expand our service coverage. We are committed to ensuring that all other regions of the U.S. are fully supported through the proposed agreement.	*
34	Identify any account type of Participating Entity which will not have full access to your Solutions if awarded an agreement, and the reasoning for this.	All Participating Entities under the proposed agreement will have full access to Everon's solutions, with the exception of certain specialized account types, such as marine vessels. Marine vessels require specialized security and life safety systems tailored to the unique challenges of operating in a maritime environment, which may not be fully addressed by our standard offerings. These solutions typically require additional certifications, regulatory compliance, and specialized equipment that are specific to the marine industry.	*
35	Define any specific requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Everon provides full capabilities for participating entities in Hawaii, ensuring access to our complete range of security, fire, and life safety solutions. We are fully equipped to meet the unique needs of clients in Hawaii, addressing local regulations, environmental factors, and logistical challenges effectively. Our dedicated service teams in the region ensure that we deliver high-quality, reliable solutions with the same level of excellence as we do across the rest of the United States. For Alaska and U.S. Territories, we may encounter specific logistical challenges due to their geographic locations. However, we are committed to working on a case-by-case basis to meet the unique needs of clients in these regions, ensuring that all participating entities receive exceptional service and support.	*
36	Will Proposer extend terms of any awarded master agreement to nonprofit entities?	Yes, Everon is willing to extend the terms of any awarded master agreement to nonprofit entities. We understand the importance of providing high-quality, cost-effective solutions to nonprofit organizations, and we are committed to offering our full range of services to help these entities meet their security, fire, and life safety needs. Nonprofits will benefit from the same competitive pricing, exceptional service, and support available to other participating entities, ensuring they have access to the solutions they need to protect their assets and operations.	*

Table 4: Marketing Plan (100 Points)

Line Item	Question	Response *	
37	Describe your marketing strategy for promoting this opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Everon is committed to promoting its Sourcewell Master Agreement to potential Participating Entities, including state and local government agencies, and K-12 and higher education learning institutions, to encourage their participation and help them understand the benefits of collaborating with our company. Our marketing strategy consists of several key elements that we believe will help us reach our target audience and effectively communicate the benefits of the Master Agreement. COMMUNICATION: To raise awareness, we will release a co-branded press statement announcing the award of the Master Agreement. This will be distributed to relevant trade publications and shared with Everon employees through internal communication. Ongoing messaging will be created to promote the Master Agreement in trade publications, both nationally and regionally, throughout the duration of the award. SOLUTIONS: The Master Service agreement will be promoted by our SLED team through co-branded marketing materials such as brochures, sell sheets, presentation resources, and training documents. These materials will be distributed by the marketing team to Everon employees, stored on an internal SharePoint site, and featured on a co-branded landing page as needed. EVENTS: Everon will identify and take part in priority trade shows, conferences, and meetings throughout the term of the Master Agreement, including events like the NIGP Annual Forum, NPI Conference, Regional NIGP Chapter Meetings, and Regional Coop Summits. Our State and Local Government team will be actively involved in these events, and our local teams will also be encouraged to attend. Everon's marketing strategy for the Master Agreement is focused on reaching potential Participating Entities through a combination of targeted digital advertising, face-to-face interactions, leveraging existing relationships, and a strong online presence. We are confident that these efforts will help us to achieve our goal of encouraging participation among state governments and other potential Participating Entities.	*

38	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Our digital marketing strategy consists of several key elements, including the Everon website, email, and LinkedIn, that we believe will help us reach our target audience and effectively communicate the benefits of the Master Agreement. The co-branded press release announcing the award of the Master Agreement will be published on the Everon website's Newsroom section, which highlights relevant industry insights and alerts. A dedicated, co-branded landing page will be created on the Everon website to highlight the details of the Master Agreement award, including the original Request for Proposal submission, a summary of our products and services, and corresponding marketing materials. This page will be updated by our marketing team regularly, and website traffic will inform future updates. Everon will further engage with Participating Entities through the use of targeted email campaigns and LinkedIn posts and graphics highlighting the contract win to customers and encouraging them to engage with sales representatives to learn more about the Master Agreement. Everon's digital marketing strategy for the Master Agreement is focused on reaching potential Participating Entities through a combination of targeted digital advertising including with applicable industry publications like Campus Safety, face-to-face interactions, leveraging existing relationships, and a strong online presence. We are confident that these efforts will help us to achieve our goal of encouraging participation among state governments and other potential Participating Entities.	*
39	In your view, what is Sourcewell's role in promoting agreements arising out of this RFP? How will you integrate a Sourcewell-awarded agreement into your sales process?	Co-marketing efforts between Everon and Sourcewell play a vital role in engaging Participating Entities with the full suite of security and fire solutions offered by Everon. LinkedIn content posted by Everon regarding the Master Agreement as well as learning tools such as webinars can help generate awareness. Sourcewell's participation in co-branded case studies will further highlight how it delivers value to SLED customers. Everon will leverage the agreement with Sourcewell as a strategic tool in our sales outreach efforts. Consultants will be trained on using the Master Agreement as a key selling point with SLED customers through activities like lunch and learns trainings, internal webinars, and educational road shows, emphasizing the streamlined procurement process and compliance advantages that come with working through Sourcewell. By aligning our sales process with Sourcewell's framework, Everon will not only benefit from the credibility and convenience Sourcewell provides, but we will also be able to more effectively address the unique needs of SLED customers.	*
40	Are your Solutions available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	No, our solutions are not available through an e-procurement ordering process. We offer Participating Entities the opportunity to engage directly with Everon's experienced sales consultants that are experts in the Education and State & Local Government industries. This personalized approach ensures that each customer receives tailored, compliance-driven security solutions that meet their specific needs and challenges. Our sales consultants work closely to understand the Participating Entities' requirements, provide expert guidance, and verify that every solution is not only effective but also fully aligned with governmental regulations and standards.	*

Table 5A: Value-Added Attributes (100 Points, applies to Table 5A and 5B)

Line Item	Question	Response *	
41	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Everon offers comprehensive training programs to Sourcewell participating entities, ensuring proper use, operation, and maintenance of all systems. Standard training is included with the purchase of new systems at no additional cost, covering essential operational and maintenance procedures. Advanced or extensive training is available for a fee, with costs determined based on factors such as manufacturer recommendations, agency needs, and the training schedule's length. In addition to training provided by Everon's in-house trainers and technicians, Everon collaborates with manufacturers and solutions partners to deliver specialized product training. Online webinars are also hosted, focusing on best practices and solutions tailored to the SLED vertical, with live Q&A sessions for participants. For agencies with unique requirements, Everon partners with security consultants to provide customized training programs, including site-specific assessments and advanced certifications. This flexible and comprehensive approach ensures Sourcewell members have the knowledge and tools to fully utilize their systems while accessing additional support as needed.	*

42	Describe any technological advances that your proposed Solutions offer.	Our proposed solutions integrate advanced technologies from Everon's enterprise partners and, offering Sourcewell members and state and local education agencies enhanced security, operational efficiency, and actionable insights. Key technological advancements include: 1. Video-Enhanced Intelligence: Leveraging our internal capabilities and the expertise of our enterprise partners in video and business intelligence, our solutions merge video data with various information sources to provide actionable insights, efficient data mining, and comprehensive case management features. 2. AI-Powered Image Analysis: Everon's commitment to innovation includes the development of AI-powered image analysis, enabling real-time detection and response to potential security threats, thereby enhancing situational awareness and proactive security measures. 3. Integrated Security Solutions: Our offerings encompass intrusion alarms, access control, video surveillance, and fire and life safety systems, all designed to work cohesively. This integration ensures comprehensive protection and streamlines management across various platforms. 4. Cloud-Based Video Management: Our solution provides a cloud-based video management system that allows for remote viewing and exporting of camera footage, simultaneous monitoring of multiple locations and facilitating efficient and flexible security management. 5. Business Intelligence Solutions: Everon's Mavn BI™ platform enables organizations to leverage internal data to improve operational efficiencies, mitigate risks, protect assets, and reduce losses through advanced reporting capabilities. 6. Innovation Lab Initiatives: Everon's Security Innovation Lab explores emerging technologies such as AI, machine learning, and augmented reality to develop next-generation security solutions, ensuring our offer forefront of technological advancements. These technological advancements are tailored to meet the unique needs of educational institutions and government agencies, providing robust, scalable, and future-proof solutions that enhance security and operational effectiveness.	*
43	Describe any safeguards included in your proposed solutions that protect participating entities' sensitive information.	Everon integrates a range of safeguards in compliance with our established Information Security Policy, ensuring the protection of participating entities' sensitive information. Key measures include: Data Encryption We utilize strong encryption protocols for both data at rest and data in transit, safeguarding sensitive information against unauthorized access during storage and transmission. Access Control Our policy enforces strict access controls, allowing only authorized personnel to access sensitive data. This includes the implementation of multi-factor authentication (MFA) and role-based access to minimize exposure. Risk Management Regular risk assessments identify potential vulnerabilities, ensuring timely updates and the enhancement of safeguards. These assessments allow for proactive mitigation of threats. Incident Response A structured incident response plan is in place, enabling quick detection, reporting, and resolution of security breaches. This includes real-time monitoring and defined escalation procedures to minimize risks to sensitive information. Compliance and Auditing We ensure compliance with industry regulations and standards, such as ISO 27001. Periodic audits verify the effectiveness of our safeguards and adherence to contractual obligations. Employee Awareness Regular training sessions ensure employees are well-versed in handling sensitive information securely, addressing risks like phishing and social engineering effectively. These safeguards demonstrate our commitment to maintaining the confidentiality, integrity, and availability of sensitive information in all our proposed solutions.	*

44	Explain your organization's approach to cyber security as it relates to your proposed solutions.	Everon embeds cybersecurity at the core of all proposed solutions, ensuring robust protection against evolving threats. We integrate security by design, incorporating risk assessments and vulnerability mitigation into each stage of solution development and deployment. Data protection is paramount, with advanced encryption protocols safeguarding data at rest and in transit. Strict access controls ensure sensitive information remains available only to authorized personnel. We adhere to industry standards such as ISO 27001, performing continuous audits and compliance checks to maintain alignment with regulatory requirements. Additionally, our 24/7 incident response team, supported by real-time monitoring, swiftly detects and addresses potential threats. To bolster defenses, we provide regular employee training to enhance awareness of cybersecurity risks, such as phishing and malware. Transparent collaboration with clients ensures that our measures align with their specific needs, fostering trust and security. This layered approach guarantees that our solutions meet and exceed cybersecurity requirements, delivering reliable and secure operations.	*
45	Describe your security information management systems and their integration capabilities with technologies such as incident management, access control and monitoring, video surveillance, etc.	Everon, as a Value-Added Reseller (VAR), focuses on delivering secure solutions by aligning with leading manufacturers of enterprise-grade software and hardware. Safeguarding sensitive information is a priority, when specified Everon solutions incorporate advanced measures to ensure data protection and compliance with industry and customer security standards. Safeguards in Proposed Solutions 1. Data Encryption • Solutions can include encryption protocols, such as AES-256, to secure data in transit and at rest. This ensures confidentiality for sensitive information, including access logs, video data, and incident reports. 2. Role-Based Access Controls (RBAC) • Access to information can be managed through role-based permissions, limiting access to only those with appropriate authorization. 3. Secure Communication Protocols • Integration relies on secure communication protocols, such as HTTPS and TLS, to protect data exchanges between systems, including video surveillance, access control, and incident management platforms. 4. Audit Trails and Monitoring • Solutions can offer detailed audit logs and monitoring capabilities to track system activity. 5. Multi-Factor Authentication (MFA) • Support for MFA adds an additional layer of security by requiring multiple forms of authentication for system access, further protecting sensitive data. 6. Data Residency and Sovereignty • Solutions can be configured to comply with data residency and sovereignty requirements, ensuring alignment with regulations such as GDPR or CCPA through local or cloud-based storage options. 7. Patch Management and Updates • Some System parts have products designed to support regular updates and patches, addressing known vulnerabilities and ensuring protection against evolving threats. 8. Incident Response Capabilities • Integrated tools for real-time threat detection and response are available, facilitating proactive measures to address potential security breaches. Compatibility with SIEM platforms enhances monitoring and response efforts. 9. Compliance with Industry Standards • Solutions adhere to established security standards, such as ISO 27001 and NIST frameworks, for encryption, access control, and data protection measures. Additional Support for Data Security • Training programs can be provided to help staff implement and maintain effective security protocols. • System testing and validation processes ensure that solutions meet data protection requirements prior to implementation. • Continuous monitoring and maintenance options enhance long-term security and operational reliability. By leveraging partnerships with trusted manufacturers, the solutions are designed to protect sensitive information at every stage, ensuring they meet the security and operational needs of participating entities.	*

46	Describe any “green” initiatives that relate to your company or to your Solutions, and include a list of the certifying agency for each.	Everon is deeply committed to sustainability through comprehensive waste management practices and green initiatives. Our environmental strategies focus on reducing waste, promoting recycling, and ensuring compliance with global environmental standards. 1. Sustainable Waste Management Solutions Everon integrates waste minimization strategies into project planning, including material reuse and optimized resource utilization. These initiatives align with ISO 14001 Environmental Management System, a globally recognized certification for environmental responsibility. 2. E-Waste Recycling Programs Everon supports proper disposal and recycling of electronic waste (e-waste) through partnerships with certified recycling facilities accredited by the Responsible Recycling (R2) Standard. 3. Energy-Efficient Solutions Our energy-efficient security and fire life safety systems help reduce energy consumption, contributing to LEED-certified projects under the U.S. Green Building Council's (USGBC) Leadership in Energy and Environmental Design framework. 4. Eco-Friendly Supply Chain Practices Everon prioritizes suppliers who adhere to environmental standards like EPA’s Energy Star Certification for product energy efficiency. 5. Carbon Footprint Reduction Initiatives Through the adoption of innovative technologies, Everon aims to reduce carbon emissions in alignment with the Greenhouse Gas Protocol (GHG Protocol).	*
47	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the Solutions included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	Everon focuses on designing innovative solutions that integrate sustainable products from trusted manufacturers. By partnering with manufacturers committed to environmentally friendly practices, Everon ensures that its solutions meet the highest standards of sustainability. Key sustainable features include: Energy Efficiency Everon-integrated systems leverage energy-efficient products from manufacturers, utilizing low-power components and intelligent systems to minimize energy consumption without sacrificing performance. Designs include energy-saving modes and smart scheduling to ensure minimal power usage during idle periods. E-Waste Prevention Modular Components: The manufacturers’ products used in Everon designs often feature modular components, allowing for easy upgrades, repairs, and replacements. This extends the product lifecycle and reduces e-waste. Recyclable Materials: Partner manufacturers prioritize the use of recyclable materials in their products, ensuring eco-friendly disposal and reducing contributions to landfills. Recycling Programs: Many manufacturers provide trade-in or recycling programs for old devices, which Everon encourages clients to utilize, ensuring responsible disposal of outdated components. Sustainable Materials Products integrated into Everon’s designs are made with durable and eco-friendly materials, reducing the frequency of replacements and conserving resources. Packaging from manufacturers often includes biodegradable or recyclable materials, further minimizing environmental impact. Smart Controls and Remote Management Everon incorporates smart control systems from manufacturers, enabling efficient remote management of operations. This reduces the need for physical interventions and minimizes associated transportation emissions. By integrating advanced technology, Everon designs maximize operational efficiency while reducing resource use. Prevention of E-Waste Firmware and Software Support: Products used in Everon’s designs often feature over-the-air updates from manufacturers, ensuring longevity without the need for hardware replacements. Compatibility: Everon designs use products that integrate seamlessly with existing systems, reducing the need for additional infrastructure and preventing unnecessary e-waste. Compliance and Renewable Integration Everon incorporates products from manufacturers that meet global environmental standards, such as RoHS and ENERGY STAR®, ensuring environmentally responsible production and operation.	*

48	Describe any sustainable attributes your products offer such as energy efficiency, use of sustainable materials, LED lighting, smart controls, etc.	Our products manufactures design equipment with sustainability in mind, incorporating advanced technologies and materials to minimize environmental impact while maximizing efficiency and functionality. Key sustainable attributes include: Energy Efficiency Our systems are engineered for optimal energy consumption, utilizing low-power components and efficient operation to reduce energy usage without compromising performance. Integrated energy-saving modes ensure minimal power draw during periods of inactivity. Use of Sustainable Materials We prioritize the use of eco-friendly and recyclable materials in product manufacturing, reducing waste and promoting a circular economy. Packaging is designed with biodegradable or recyclable materials to minimize environmental impact. LED Lighting Integration Products equipped with LED lighting consume significantly less energy compared to traditional lighting, offering a longer lifespan and reduced maintenance needs. Intelligent dimming and automated lighting controls further optimize energy use based on occupancy or ambient light levels. Smart Controls Smart control systems allow for dynamic energy management, adapting to usage patterns and optimizing operational efficiency. Integration with building management systems enables centralized monitoring and control, reducing resource waste and improving sustainability. Reduced Carbon Footprint Cloud-based and remote management capabilities eliminate the need for frequent on-site visits, cutting down on transportation-related emissions. Our streamlined production and distribution processes are designed to lower greenhouse gas emissions. Compliance with Environmental Standards Products meet or exceed global environmental standards, including certifications such as ENERGY STAR® and RoHS (Restriction of Hazardous Substances). Support for Renewable Energy Integration Our solutions are compatible with renewable energy sources, enabling seamless integration with solar or wind power systems for a greener energy supply.	*
49	Describe how your products contribute to users' health and safety due to touchless, remote, or mobile access capabilities.	Everon's products ensure health and safety for users, from advanced touchless, remote, and mobile access capabilities offering security and hygiene solutions for various environments. Contributions include: Touchless Access Control: Our touchless access control systems eliminate the need for touching door handles or keypads, reducing germ and virus transmission. Users will experience seamless access to facilities through contactless cards, fobs, or biometric solutions with convenience and enhanced safety. Remote Monitoring and Management: Capabilities for remote activities by Everon enable administrators to observe and manage systems from anywhere using secure, cloud-based platforms. This reduces the number of on-site interactions to an absolute minimum, efficiently monitoring the security operations while exposing the personnel as little as possible. Mobile Access Solutions: Mobile credentialing enables users to get into facilities via their smartphones, meaning they do not have to carry physical keys or cards. This technology improves user convenience by supporting a more hygienic environment with fewer touchpoints. Integration of Public Safety Protocols: Our solutions can be configured to support health and safety measures such as automated temperature screening, occupancy monitoring, and contact tracing integrations, helping organizations comply with health guidelines and safeguard users. Flexible and Scalable Deployment: Everon's products are designed to adapt to the evolving health and safety requirements, making it easier for organizations to implement and scale solutions that protect their employees, students, and visitors.	*

50	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	Everon delivers unparalleled value to Sourcewell participating entities through our comprehensive suite of integrated security and fire life safety solutions, supported by a nationwide presence and a dedicated team specializing in public sector needs. Key unique attributes include: 1. Tailored Solutions for the Public Sector: Our deep expertise in serving educational and governmental entities allows us to customize solutions that address the unique challenges faced by Sourcewell participants, including compliance with local regulations and adherence to public procurement standards. 2. Extensive Contract Management Experience: We are highly experienced in cooperative and state contract administration, ensuring streamlined procurement and adherence to Sourcewell's expectations for transparency and efficiency. 3. Innovative Technology Portfolio: Everon offers cutting-edge technologies in surveillance, access control, intrusion detection, and fire life safety. Our solutions integrate seamlessly to enhance operational efficiency and maximize the value of infrastructure investments. 4. Unmatched Customer Support: Our Customer Success Team provides ongoing support, from project initiation to lifecycle maintenance, ensuring consistent service quality. This includes robust training and knowledge transfer to ensure ease of system adoption and usage. 5. Nationwide Reach with Local Expertise: With 80 branches and over 900 sales professionals across the U.S., we deliver both the scale and local expertise needed to support entities in all regions. This ensures rapid response times and familiarity with local requirements. 6. Proven Results in the Public Sector: Everon has a strong track record of success in public safety infrastructure projects, with measurable outcomes in reducing costs, increasing operational efficiency, and improving safety for communities. By leveraging these strengths, Everon empowers Sourcewell participating entities to achieve their safety and security objectives with innovative, cost-effective, and fully supported solutions that stand out in the industry.	*

Table 5B: Value-Added Attributes

Line Item	Question	Certification	Offered	Comment	
51	Select any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation and a listing of dealerships, HUB partners or re-sellers if available. Select all that apply.		○ Yes ◉ No	NA	*
52		Minority Business Enterprise (MBE)	○ Yes ◉ No	NA	*
53		Women Business Enterprise (WBE)	○ Yes ◉ No	NA	*
54		Disabled-Owned Business Enterprise (DOBE)	○ Yes ◉ No	NA	*
55		Veteran-Owned Business Enterprise (VBE)	○ Yes ◉ No	NA	*
56		Service-Disabled Veteran-Owned Business (SDVOB)	○ Yes ◉ No	NA	*
57		Small Business Enterprise (SBE)	○ Yes ◉ No	NA	*
58		Small Disadvantaged Business (SDB)	○ Yes ◉ No	NA	*
59		Women-Owned Small Business (WOSB)	○ Yes ◉ No	NA	*

Table 6A: Pricing (400 Points, applies to Table 6A and 6B)

Provide detailed pricing information in the questions that follow below.

Line Item	Question	Response *	
60	Describe your payment terms and accepted payment methods.	Everon operates with standard Net 30 payment terms, meaning that invoices are due 30 days from the date of issuance. To provide transparency and flexibility, we utilize a Schedule of Values for project billing. This approach allows for payments to be made based on the percentage of work completed, ensuring that invoicing aligns with project milestones. Additionally, we offer Progress Billing to facilitate payment at various stages of the project, ensuring that billing corresponds to the work completed. We accept a variety of payment methods, including bank transfers, checks, and credit card payments, depending on the preferences and needs of the client.	*
61	Describe any leasing or financing options available for use by educational or governmental entities.	Everon offers flexible leasing options through established partnerships with several reputable leasing providers. While Everon does not directly provide financing, we are committed to working collaboratively with educational and governmental entities to explore and implement payment arrangements that meet their specific needs. This includes considering various payment structures to align with budgetary cycles and funding sources. Our leasing partners are experienced in serving the public sector and can provide tailored solutions to support procurement and project execution.	*
62	Describe any standard transaction documents that you propose to use in connection with an awarded agreement (order forms, terms and conditions, service level agreements, etc.). Upload all template agreements or transaction documents which may be proposed to Participating Entities.	Everon may require customers to sign work order authorizations if purchase orders are not issued. For members wishing to utilize Everon's central monitoring services, a "Monitoring Addendum" will also be required. These transaction documents ensure clarity and agreement on the scope of work and services provided. We will provide all relevant templates for work orders, monitoring addendums, and other transaction documents as needed, and will ensure these documents are clear and accessible to participating entities.	*
63	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Everon does accept P-Card and Credit cards, there maybe an additional fee applied to these transactions not greater then 3%	*

64	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Pricing Model Description: Everon applies line-item discounts to the Sourcewell Price Catalog. All listed discounts have been pre-applied and are reflected in the catalog pricing provided. Discounts are applied to equipment, labor categories, and services, ensuring consistency and transparency. Standard or List Pricing: Standard or list pricing, reflecting market values, will be uploaded in the designated document section of this RFP response. Sourcewell Discounted Pricing: Sourcewell members benefit from discounted pricing already applied to the provided catalog. Additionally, Everon Commercial offers the flexibility to review and negotiate further discounts based on project scope, volume, or bundled services. Unlisted parts or products are classified as "Open Market Items" and subject to a 40% markup from burdened cost. Pricing Materials: All relevant pricing materials, including equipment, labor, and services pricing lists, have been prepared and will be uploaded for Sourcewell's review. Everon reserves the right to update catalog pricing based on market conditions and will submit changes per contract guidelines. Additional Notes • Installation, Maintenance, and Support Services: Pricing includes one-year parts and labor warranties for new installations and a 90-day warranty for service/repairs. Note: when Everon is contracted to “Take-Over” or service a customers existing product or system no Warranty is extended useless Everon has added to customers system(s). • Customizable Options and Variable Pricing: Discounts and rates may vary depending on the project's scope, volume, and bundled services. Prevailing wages and union labor requirements are accounted for, with capped markups on adjustments (35% for union labor rates). • Cost-Plus Model: Open Market Items are subject to a 40% markup from Everon’s burdened cost. • Shipping: No shipping charges for products collected from Everon's local offices. • Monitoring and Services: Customers opting for fire, security, or cloud monitoring services will require a separate monitoring addendum. (see Everon Monitoring Addendum) Taxes Everon charges applicable taxes unless the customer provides documentation confirming tax-exempt status. Contact Information For further inquiries or clarification, please contact: Scott Wulforst / Pamela Pletz (sledadmin@everonsolutions.com)	*
65	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	The list price represents a discount of 10-30% from our national commercial sales prices.	*
66	Describe any quantity or volume discounts or rebate programs that you offer.	Everon offers quantity or volume discounts on a case-by-case basis. These discounts are evaluated and approved by our Regional Vice Presidents or local General Managers, ensuring that each discount is tailored to the specific needs and circumstances of the order.	*
67	Propose a method of facilitating “sourced” products or related services, which may be referred to as “open market” items or "non-contracted items". For example, you may supply such items “at cost” or “at cost plus a percentage,” or you may supply a quote for each such request.	Everon provides "open market items" or "non-contracted items" on a cost-plus basis. This means that for products or services not covered under our contracted agreements, we will supply these items at cost plus a pre-established percentage markup. The markup will be applied to the actual burdened cost incurred for these items and services, ensuring transparency and fairness in pricing. The burdened cost includes all direct and indirect expenses associated with the sourcing and delivery of these items and services.	*

68	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Everon provides Sourcewell members with a complete turnkey pricing structure designed to include all costs associated with the scope of each project. This pricing encompasses pre-delivery inspection, installation, setup, mandatory training, and initial inspection where applicable, ensuring there are no hidden fees or unexpected additional costs. For box-sale orders that cannot be fulfilled through local offices or require a national carrier or consignor for shipment, separate shipping charges may apply. These charges are explicitly identified as freight or shipping costs and will be communicated transparently at the time of order placement.	*
69	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Everon will apply shipping charges to orders as a separate line item when applicable. For members purchasing products only, versus those who opt for a system installation, shipping or delivery charges may apply. These charges are determined based on the size, weight, and destination of the order. For system installations, shipping and delivery costs are typically included in the installation fee. However, for product-only purchases, we will clearly identify and itemize any applicable shipping costs on the order, ensuring full transparency. If additional freight, shipping, or delivery services are required, Everon will work with the participating entity to determine the most cost-effective shipping method. Everon partners with reputable shipping and logistics providers to ensure timely and secure delivery of products to the specified location.	*
70	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Everon uses domestic shipping partners for deliveries to Alaska, Hawaii, Puerto Rico, Guam, and other U.S. territories. For areas with limited access, we partner with local hubs to facilitate delivery. For offshore deliveries, including Canada and other international destinations, Everon works with trusted logistics providers to ensure compliance with customs and regulatory requirements, with clear communication on costs and timelines.	*
71	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Everon has physical branches throughout major cities in the US. Everon local offices may provide options to arrange delivery to the member agency or allow the member agency to pick up from the local office.	*
72	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed agreement with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing.	Everon has developed a self-audit process to verify compliance with the proposed agreement with Sourcewell. This includes regular reviews to ensure that Sourcewell participating entities are receiving the proper pricing and that all requirements of the agreement are being met. Everon will conduct internal self-audits on a quarterly basis to verify that all proposals and pricing submissions are compliant with the terms of the Sourcewell agreement. This process ensures that the correct pricing is applied to each order and that the necessary approvals are obtained. We utilize a pre-loaded pricebook within our sales system to ensure that the correct pricing is applied when Sourcewell contracts are used as the purchasing vehicle. Orders are reviewed by our contracts administrator, who will ensure that pricing is correct before the order proceeds. All transactions and pricing will be tracked, and reports will be generated for each sale. This allows us to verify that participating entities are charged appropriately, with any deviations addressed promptly. Additionally, we will monitor compliance through regular reports to ensure that all sales under the Sourcewell agreement adhere to pricing guidelines. Our contracts administrator will oversee the reporting process and resolve any discrepancies. By using these measures, Everon ensures that Sourcewell participating entities consistently receive the correct pricing and that all terms of the agreement are adhered to.	*
73	If you are awarded an agreement, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the agreement.	Everon has developed and integrated custom identification (ID) tracking systems to monitor opportunities being sold to Sourcewell members. These custom IDs allow us to track each opportunity in real time, ensuring that we have up-to-date information on the progress of every sale. This data is updated daily, providing us with accurate and current insights into sales activities.	*

74	Provide a proposed Administration Fee payable to Sourcewell. The Fee is in consideration for the support and services provided by Sourcewell. The propose an Administrative Fee will be payable to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. The Administrative Fee will be calculated as a stated percentage, or flat fee as may be applicable, of all completed transactions utilizing this Master Agreement within the preceding Reporting Period defined in the agreement.	Everon Proposes a 1.25% administration fee.	*

Table 6B: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments	
75	The pricing offered is as good as or better than pricing typically offered through existing cooperative contracts, state contracts, or agencies.	National pricing discounts will apply to Sourcewell members.	*

Table 7A: Depth and Breadth of Offered Solutions (200 Points, applies to Table 7A and 7B)

Line Item	Question	Response *	

76	Provide a detailed description of all the Solutions offered, including used, offered in the proposal.	Everon offers a comprehensive suite of solutions designed to meet the unique needs of public sector entities and private organizations. Our portfolio spans integrated security, fire life safety, and advanced monitoring solutions, enabling comprehensive protection and operational efficiency. Below is a detailed list of solution categories we support: Integrated Security Solutions -Access Control Systems: Scalable access control for secure environments. -Video Surveillance (CCTV): High-definition, AI-powered surveillance systems. -Intrusion Detection: Advanced sensors and alarms for perimeter and facility protection. -Weapons Detection Systems: Cutting-edge detection for public safety applications. -Visitor Management Systems: Streamlined visitor tracking and access. Fire Life Safety Solutions -Fire Alarm Systems: Comprehensive fire detection and notification systems. -Fire Suppression Systems: Gas-based, chemical-based, and water-based suppression. -Sprinkler Systems: Installation, maintenance, and repair of fire sprinkler systems. -Elevator Monitoring Systems: Real-time monitoring for fire life safety integration. Monitoring and Managed Services -24/7 Monitoring: UL-listed central station services for immediate response. -System Health Monitoring: Proactive maintenance to ensure operational readiness. -Remote Guarding: Virtual guard tours and real-time incident response. Smart Building Solutions -IoT Integration: Connecting building systems for improved efficiency. -Building Automation Systems: Control of HVAC, lighting, more for optimized energy use. -Energy Management: Data-driven solutions for cost-saving and sustainability. Emergency Communication Solutions -Mass Notification Systems: Emergency alerts for schools, municipalities. -Panic Button Systems: Rapid response solutions for critical situations. -Two-Way Communication: Enhanced communication tools for emergencies. Specialized Solutions -School Safety Systems: Panic alert systems and surveillance tailored for schools. -Transportation Safety Solutions: Integrated security for rail, bus, and air transit hubs. -Critical Infrastructure Protection: Tailored solutions for utilities, water treatment, and government facilities. -Healthcare Compliance Systems: Solutions ensuring compliance with health and safety regulations. Maintenance and Support Services -Preventative Maintenance: Scheduled services to maximize system lifespan. -Inspection and Compliance: Ensuring systems meet local and national regulations. -Technical Support: On-demand troubleshooting and assistance. Custom Solutions -Design and Engineering Services: Custom system designs tailored to specific requirements. -System Upgrades and Integration: Enhancing legacy systems with new technology. -Data Analytics and Reporting: Insights into system performance and ROI. veron's solutions are designed to provide flexibility, reliability, and scalability to address the most demanding operational and safety challenges. This comprehensive offering ensures our clients have access to innovative, cutting-edge technologies to safeguard their people, property, and assets.

77	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Everon is committed to delivering innovative, reliable, and integrated solutions tailored to the unique needs of various industries, including Health, Energy, Critical Infrastructure, Transportation, Commercial Real Estate, High Security, Correctional Institutions, and Data Centers. With decades of experience and a focus on cutting-edge technology, we provide a comprehensive suite of products and services designed to enhance safety, streamline operations, and ensure regulatory compliance. Our offerings include advanced security systems, real-time monitoring solutions, automated access controls, and specialized protection for mission-critical environments. At Everon, we pride ourselves on partnering with our clients to develop customized solutions that meet the highest standards of security, efficiency, and durability. Within this RFP category, the subcategory titles that best describe our products and services include: Health Solutions: -Patient Protection Systems -Fall Management Solutions -Real-Time Location and Monitoring Solutions -Cloud-Based Healthcare Workflow Optimization Energy Infrastructure Solutions: -Blast and Bullet Resistant Access Systems -High Security Locks & Keying Systems -Environmental and Temperature Monitoring Critical Infrastructure Security: -High-Security Access and Keying Solutions -Emergency Egress and Restricted Area Protection -Integrated Monitoring and Compliance Solutions Transportation Security Solutions: -Transit and Platform Screen Door Systems -Automated Gate and Access Control Systems -Emergency Egress an-d Safety Solutions Commercial Real Estate Solutions: -Smart Access Control Systems -Emergency Egress Systems -Cloud Monitoring for Tenant Safety High Security Solutions: -Blast and Bullet Resistant Door Systems -Real-Time Monitoring for Secure Zones -Integrated Security Systems Correctional Institution Solutions: -High Security Access and Control Systems -Reinforced Doors and Gates for Detention Facilities -Cloud Monitoring for Operational Oversight Data Center Solutions: -Blast Resistant Access and Security Systems -Real-Time Environmental Monitoring -Asset Protection and Cloud Integration These subcategories represent Everon’s commitment to providing comprehensive and tailored solutions that address the unique challenges and requirements of each client and project.	*

Table 7B: Depth and Breadth of Offered Solutions

Indicate below if the listed types or classes of Solutions are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments	
78	Alarm and signal systems	(•) Yes ( ) No	Everon Owns and operates several 24/7 monitoring stations in North America	*

79	Building security automation and integration, motion-controlled lighting, occupancy detection	(•) Yes ( ) No	Everon offers comprehensive building security automation, motion-controlled lighting, and occupancy detection solutions designed to enhance security, efficiency, and energy management. Our integrated security systems provide centralized control, real-time alerts, and advanced analytics, seamlessly connecting cameras, access control, and alarms. Our motion-controlled lighting optimizes energy usage by adjusting based on occupancy, while also integrating with security systems to provide instant lighting when motion is detected. Additionally, our occupancy detection systems offer smart sensors for real-time monitoring, enabling better space utilization and energy management by automating adjustments to lighting and HVAC based on occupancy. These solutions are flexible, scalable, and designed to meet the unique needs of any facility.	*
80	Fire detection, sprinkler and suppression systems	(•) Yes ( ) No	Everon provides advanced fire detection, sprinkler, and suppression systems to ensure the highest levels of safety and protection for any facility. Our fire detection solutions include state-of-the-art smoke and heat sensors, integrated with real-time monitoring and alert systems to provide immediate notifications in case of an emergency. Our sprinkler systems are designed for efficient coverage and reliability, with options tailored to meet the specific needs of different environments. Additionally, our suppression systems utilize a range of technologies, such as clean agent systems, to quickly contain fires while minimizing damage. All of our systems are fully integrated, ensuring seamless operation and rapid response to fire hazards.	*
81	Intrusion and breach prevention and detection	(•) Yes ( ) No	Everon offers advanced intrusion and breach prevention and detection systems to safeguard facilities from unauthorized access and potential threats. Our solutions include high-performance motion detectors, door/window contacts, and glass-break sensors, all integrated into a centralized monitoring platform for real-time alerts and response. We employ cutting-edge technologies such as video surveillance integration and perimeter security to detect and prevent breaches before they occur. Additionally, our systems utilize smart analytics and artificial intelligence to identify suspicious behavior, enhancing threat detection and reducing false alarms. With seamless integration and scalable design, Everon's intrusion and breach prevention systems deliver reliable, proactive security for any environment.	*

82	Glass and window security, armor, and ballistic applications	(•) Yes ( ) No	Everon provides advanced glass and window security solutions, including armor and ballistic applications, to protect facilities from impact and security threats. Our offerings include laminated and tempered glass, ballistic-resistant windows, and transparent armor designed to withstand high-impact forces and projectile penetration. These systems are tailored to meet the specific security needs of high-risk environments, such as government buildings, financial institutions, and critical infrastructure. With integrated alarm and surveillance systems, our glass and window security solutions provide both physical protection and real-time monitoring to detect potential breaches. Everon's ballistic applications are built to enhance security while maintaining visibility and aesthetic integrity. *
83	Closed circuit television (CCTV), surveillance, and recording	(•) Yes ( ) No	Everon offers comprehensive closed circuit television (CCTV), surveillance, and recording solutions designed to enhance security and provide real-time monitoring for any facility. Our CCTV systems utilize high-definition cameras with advanced features such as motion detection, infrared night vision, and PTZ (pan-tilt-zoom) capabilities for full coverage. These cameras are integrated with smart analytics to detect and track potential threats, offering proactive security management. Our surveillance systems provide centralized control with live viewing, remote access, and automated alerts, while our recording solutions ensure high-quality video storage with long retention periods, offering reliable evidence in case of incidents. These systems are scalable and customizable to meet the unique security needs of any environment.
84	Facility and parking access control	(•) Yes ( ) No	Everon provides advanced facility and parking access control solutions designed to enhance security and streamline operations. Our systems include a range of access methods, such as keycard, biometrics, and mobile credentials, ensuring secure and efficient entry for authorized personnel and vehicles. For parking, we offer automated gate systems, license plate recognition (LPR), and integration with payment systems to manage access and optimize space utilization. These systems can be easily integrated with existing security infrastructure, providing real-time monitoring, alerts, and detailed access logs. Everon's access control solutions are scalable, customizable, and designed to meet the unique needs of both commercial and government facilities.

85	Robotic and Artificial Intelligence (AI) surveillance	(•) Yes ( ) No	Everon offers cutting-edge robotic and Artificial Intelligence (AI) surveillance solutions to enhance security and operational efficiency. Our AI-driven surveillance systems use advanced algorithms for real-time threat detection, facial recognition, and behavior analysis, minimizing false alarms and providing proactive security measures. The integration of robotic systems allows for automated patrolling, continuous monitoring of large areas, and the ability to respond to incidents autonomously. These solutions can be seamlessly integrated with existing CCTV networks, offering enhanced situational awareness and support for rapid decision-making. Everon's robotic and AI surveillance technologies are scalable, adaptive, and designed to meet the evolving security needs of any environment.
86	Biometric scanning and screening	(•) Yes ( ) No	Everon provides advanced biometric scanning and screening solutions to enhance security and streamline access control. Our biometric systems utilize cutting-edge technologies such as fingerprint recognition, facial recognition, and iris scanning for precise and secure identification. These solutions offer seamless, contactless entry for authorized individuals while preventing unauthorized access. Our screening systems can be integrated with other security measures, including access control and surveillance, to provide a comprehensive security solution. Designed for high-traffic environments such as airports, government buildings, and corporate facilities, Everon's biometric solutions deliver both high accuracy and operational efficiency, ensuring secure and convenient access for authorized personnel.

Table 8: Exceptions to Terms, Conditions, or Specifications Form

Line Item 87. NOTICE: To identify any exception, or to request any modification, to Sourcewell standard Master Agreement terms, conditions, or specifications, a Proposer must submit the proposed exception(s) or requested modification(s) via redline in the Master Agreement Template provided in the "Bid Documents" section. Proposer must upload the redline in the "Requested Exceptions" upload field. All exceptions and/or proposed modifications are subject to review and approval by Sourcewell and will not automatically be included in the Master Agreement.

Do you have exceptions or modifications to propose?	Acknowledgement *
	( ) Yes (•) No

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.

2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.

3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.

4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as “Marketing Plan.”

- Pricing - Everon -Sourcewell Price Catalog 12-2024.xlsx - Tuesday December 10, 2024 16:07:34
- Financial Strength and Stability - Sourcewell - RFP 121024 - Everon Financial Viability.pdf - Monday December 09, 2024 22:40:43
- Marketing Plan/Samples - Sourcewell - RFP 121024 - Marketing - Everon Marketing Samples.pdf - Monday December 09, 2024 22:00:02
- WMBE/MBE/SBE or Related Certificates (optional)
- Standard Transaction Document Samples - Sourcewell - RFP 121024 - Everon Standard Transaction Document Samples_Redacted.pdf - Monday December 09, 2024 23:25:31
- Requested Exceptions (optional)
- Upload Additional Document - Enterprise-Level Systems Integration Sell Sheet - Standard.pdf - Tuesday December 10, 2024 16:12:33

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT OF COMPLIANCE

I certify that I am an authorized representative of Proposer and have authority to submit the foregoing Proposal:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.

2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for award.

3. The Proposer certifies that:

(1) The prices in this Proposal have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other Proposer or competitor relating to-

(i) Those prices;

(ii) The intention to submit an offer; or

(iii) The methods or factors used to calculate the prices offered.

(2) The prices in this Proposal have not been and will not be knowingly disclosed by the Proposer, directly or indirectly, to any other Proposer or competitor before award unless otherwise required by law; and

(3) No attempt has been made or will be made by Proposer to induce any other concern to submit or not to submit a Proposal for the purpose of restricting competition.

4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest is created when a current or prospective supplier is unable to render impartial service to Sourcewell due to the supplier's: a. creation of evaluation criteria during performance of a prior agreement which potentially influences future competitive opportunities to its favor; b. access to nonpublic and material information that may provide for a competitive advantage in a later procurement competition; c. impaired objectivity in providing advice to Sourcewell.

5. Proposer will provide to Sourcewell Participating Entities Solutions in accordance with the terms, conditions, and scope of a resulting master agreement.

6. The Proposer possesses, or will possess all applicable licenses or certifications necessary to deliver Solutions under any resulting master agreement.

7. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.

8. Proposer its employees, agents, and subcontractors are not:

1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: https://www.treasury.gov/ofac/downloads/sdnlist.pdf;
2. Included on the government-wide exclusions lists in the United States System for Award Management found at: https://sam.gov/SAM/; or
3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☑ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Scott Wulforst, Sr. Director of State Local Government Programs, Everon, LLC

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the obligations contemplated in the solicitation proposal.

○ **Yes** ◉ **No**

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "**I have reviewed this addendum"** below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_12_Facility_Security_RFP_121024 Tue December 3 2024 09:47 AM	☑	1
Addendum_11_Facility_Security_RFP_121024 Tue November 26 2024 12:32 PM	☑	1
Addendum_10_Facility_Security_RFP_121024 Mon November 25 2024 11:16 AM	☑	2
Addendum_9_Facility_Security_RFP_121024 Thu November 21 2024 10:09 AM	☑	1
Addendum_8_Facility_Security_RFP_121024 Wed November 20 2024 12:42 PM	☑	2
Addendum_7_Facility_Security_RFP_121024 Mon November 18 2024 07:14 PM	☑	1
Addendum_6_Facility_Security_RFP_121024 Thu November 14 2024 11:04 AM	☑	1
Addendum_5_Facility_Security_RFP_121024 Fri November 8 2024 12:29 PM	☑	2
Addendum_4_Facility_Security_RFP_121024 Thu November 7 2024 03:06 PM	☑	1
Addendum_3_Facility_Security_RFP_121024 Fri November 1 2024 04:14 PM	☑	1
Addendum_2_Facility_Security_RFP_121024 Fri November 1 2024 10:38 AM	☑	2
Addendum_1_Facility_Security_RFP_121024 Fri October 25 2024 01:54 PM	☑	1

everon™

COMMERCIAL PROPOSAL AND SALES AGREEMENT

892300200	Branch:	66664	Sales Representative:	Calvin Kramer	Today's Date:	7/21/2026

Customer Information			
Business Name:	City of Highland Park	Phone:	(847) 404-4934
Address:	1150 HALF DAY RD HIGHLAND PARK, IL 60035	Billing Address:	1150 HALF DAY RD HIGHLAND PARK, IL 60035

Agreement Summary

This Commercial Proposal and Sales Agreement ("Agreement") is entered into between Everon, LLC with principal offices at 1501 Yamato Road, Boca Raton, FL 33431 ("Everon")[1] and the customer identified above ("Customer", together with Everon, the "Parties"), effective as of the date written above ("Effective Date"), governing the sale of products, equipment, components, hardware, and software ("Product(s)"), and/or security, fire, and life safety services ("Service(s)") at Customer's properties or locations ("Premises"), as set forth below and subject to the terms and conditions herein.

[1] Everon is registered to do business as Everon Solutions, LLC in Delaware, Georgia, Illinois, Indiana, and Pennsylvania. In Vermont, Everon is registered to do business as Everon Solutions.

Total Products and Installation Charge:	**$60,955.64**
Total Estimated Taxes:	**$0.00**
Total Charges:	**$60,955.64**

Customer hereby agrees to pay Everon, its agents or assigns on a progressive basis as follows:

- The remaining balance of $60,955.64.

All amounts are quoted and invoiced in US Dollars (USD). In each case, payments shall be subject to the agreed payment terms described in the Agreement. Payment by credit card shall be subject to an additional 3% processing fee assessed and passed through from Everon's credit card processing company. Payment by method other than credit card shall not be subject to additional fee.

Term Length: 60 Months

Site Location Information			
Location Name:	CITY OF HIGHLAND PARK		
Address:	1150 HALF DAY RD HIGHLAND PARK, IL 60035		
Site #:	194028069	Phone:	(847)926-1755

System Design Information			
System Design Name:	City of Highland Park - Firearms Training Center Labor Quote	Job #:	
Equipment Ownership:	Outright Sale		
Warranty Period:	90 Days		
Products and/or Installation Schedule of Values:	30/50/20: 30% of Contract Value Upon Contract Acceptance 50% of Contract Value at Progress Billing 20% of Contract Value at Final Acceptance		

Equipment List

Qty	Description
5	Horn strobe, LED, wall, red, FIRE, clear lens, 15/30/75/110/
10	LED TRIM KIT, RED

Summary of Charges	
Equipment & Installation Total	$10,248.00
Estimated Taxes	$0.00
Monthly Fee	$0.00

Scope Of Work

Everon will install the parts and material orginally from JOB #300879015 for the Firearms Training Center.

Equipment list below:

- (1) AFC-50 fire alarm panel.
- (16) Smoke detectors.
- (16) Smoke detector bases.
- (3) Single monitoring module.
- (3) Pull stations.
- (5) Strobes.
- (5) horn storbes.

Everon will full program, test and complete the final inspection of the fire alarm system.

Orginally, the (5) P2RLED we provide on the bid. We need to replace those with the correct Potter PE-HSR horn storbes.

Everon has also included (10) trim kits to cover the double-gang back box to single gang backbox for the smaller notification devices.

Reference use of SOURCEWELL Contract 121024-EVER "Building Management Systems Facility Security Systems, Equipment, and Software with Related Services"

Inclusions/Exclusions

CUSTOMER will be responsible for City, County and State alarm permit fees.

Everon will perform the installation, conduct tests and inspections during normal business hours and days: 8AM to 5 PM Mon-Fri.

CUSTOMER will be responsible for providing a dedicated 120 VAC Power Circuit at location of Fire Alarm Control Panel per NFPA 72 guidelines

Connection To Existing Equipment: It is mutually understood and agreed that Everon assumes no responsibility whatsoever for the maintenance, operation, non-operation, actuation, non-actuation or needless or erroneous actuation of the existing equipment; that service may be terminated by Everon in the event the existing equipment is not in good working operating condition and Everon shall not be liable for any damage of subject to any penalty as a result of such termination. Any repairs to or replacement of existing equipment at the time of reconnection will be charged to the customer on a time and materials basis at the prevailing rates.

CUSTOMER is responsible for any patching, painting, replacement of ceiling tiles, and wall coverings.

CUSTOMER agrees that at this time, the availability and price of certain Materials and Commodities (“Material”) worldwide, including but not limited to, chip components, oil, gasoline, steel, aluminum and plastic products can be extremely volatile. Everon guarantees the pricing in this proposal for no more than the next thirty (30) days from the date of this Proposal. Customer further agrees that should the cost to Everon of the Materials required for this Project rise after the thirty (30) day period, Everon reserves the right to reasonably reassess the cost differential and add any increase to the above pricing.

Site Location Information

Location Name:	Highland Park Fire Department #33		
Address:	1130 Central Ave HIGHLAND PARK, IL 60035		
Site #:	0	Phone:	(847)432-7730

System Design Information

System Design Name:	City of Highland Park - 1130 Central Ave - Fire System	Job #:	
Equipment Ownership:	Outright Sale		
Warranty Period:	90 Days		
Products and/or Installation Schedule of Values:	Manual: Invoicing will occur monthly on a Percentage of Completion basis as defined in the Terms and Conditions below. Retainage holdback occurs only if Everon agrees in writing at time of contract signing.		

Equipment List

Panel

Qty	Description
1	100 Point Addressable Fire Panel
2	12V 18AH Sealed Lead Acid Battery, F2 Terminal

Initiating devices

Qty	Description
4	(PAD300-HD) Analog, Addressable, Rate of Rise and/or Fixed T

55	(PAD300-6DB) 6 inch Detector Base
51	(PAD300-PD) PAD 300 Photo Detector (Ul 7Th Edition)
10	(PAD100-PSDA) Dual Action Addressable Pull Station.
4	(PAD100-MIM) Addr. Micro Input Module

Notification Devices

Qty	Description
11	Strobe, LED, wall, red, FIRE, clear lens, 15/30/75/110/135/1
20	Horn strobe, LED, wall, red, FIRE, clear lens, 15/30/75/110/
31	LED TRIM KIT, RED
1	Weatherproof Strobes, Red. Fire

Qty	Description
300	Standard EMT CONDUIT 3/4 inch Nominal Length 10 FT Stick
500	16/4 SOL JKT FPLP 5C RL RED
500	14/2 SOL JKT FPLP 5C RL RED

Summary of Charges

Equipment & Installation Total	$50,707.64
Estimated Taxes	$0.00
Monthly Fee	$0.00

Scope Of Work

Fire Department One-for-One Conversion:

Everon will replace the existing fire alarm control panel with a new Potter AFC-100 panel.

Everon will also replace the following existing devices with new Potter devices:

- (4) Heat detectors
- (51) Smoke detectors
- (10) Manual pull stations
- (4) Single monitoring modules
- (11) Wall-mounted strobes
- (20) Wall-mounted horn/strobes
- (1) Outdoor-rated strobe

Design drawings have been included with the proposal.

A lift has also been included in the proposal.

Any existing wiring found to be non-functional when connected to the new fire alarm panel will be addressed under a change order at the customer's expense.

Everon will not provide submittals to FSCI.

This is a one for one conversion. Everon will utilize the existing wire and device locations. Any changes, will be considered a change order.

Schedules of Values: 30/50/20:

30% of Contract Value Upon Contract Acceptance

50% of Contract Value at Progress Billing

20% of Contract Value at Final Acceptance

Reference use of SOURCEWELL Contract 121024-EVER "Building Management Systems Facility Security Systems, Equipment, and Software with Related Services"

Inclusions/Exclusions

CUSTOMER will be responsible for City, County and State alarm permit fees.

Everon will perform the installation, conduct tests and inspections during normal business hours and days: 8AM to 5 PM Mon-Fri. using Union and prevailing wage rates.

CUSTOMER will be responsible for providing a dedicated 120 VAC Power Circuit at location of Fire Alarm Control Panel per NFPA 72 guidelines

Equipment changes or location changes due to CUSTOMER request, or if necessary for the system to operate properly, will be considered a change order from the original scope of work and billed accordingly at the labor and material rates already in effect on this contract.

Connection To Existing Equipment: It is mutually understood and agreed that Everon assumes no responsibility whatsoever for the maintenance, operation, non-operation, actuation, non-actuation or needless or erroneous actuation of the existing equipment; that service may be terminated by Everon in the event the existing equipment is not in good working operating condition and Everon shall not be liable for any damage of subject to any penalty as a result of such termination. Any repairs to or replacement of existing equipment at the time of reconnection will be charged to the customer on a time and materials basis at the prevailing rates.

If required, CUSTOMER shall provide and install a KNOX box and conduit/raceway to facilitate wiring and connection of device.

CUSTOMER shall provide all conduit and raceways with pull strings. All conduits/raceways will have pull boxes installed maximum 150' apart, and conduits/raceways will terminate in an appropriate electrical box.

CUSTOMER is responsible for any patching, painting, replacement of ceiling tiles, and wall coverings.

CUSTOMER agrees that at this time, the availability and price of certain Materials and Commodities ("Material") worldwide, including but not limited to, chip components, oil, gasoline, steel, aluminum and plastic products can be extremely volatile. Everon guarantees the pricing in this proposal for no more than the next thirty (30) days from the date of this Proposal. Customer further agrees that should the cost to Everon of the Materials required for this Project rise after the thirty (30) day period, Everon reserves the right to reasonably reassess the cost differential and add any increase to the above pricing.

Group Purchase Organization (GPO) Information

The terms and conditions of the SOURCEWELL Contract 121024-EVER "Facility Security Systems, Equipment, and Software with Related Services" apply in addition to the Everon standard terms and conditions. In the event of a conflict of terms, the SOURCEWELL Contract terms will prevail.

Pricing above is as of the date of this Proposal and valid for 30 days unless a change in equipment cost occurs. Government tariffs or levies may cause these prices to increase, even if such tariffs or levies are enacted after the date of this proposal. Please speak to your sales representative for solutions to minimize risk of tariff-related price increases.

Terms and Conditions

All prices quoted and any other offers made in this Proposal are based upon the terms herein and valid for thirty (30) days from the date of this Proposal, after which they are automatically withdrawn, and this Proposal shall be void. The following terms and conditions noted with an X are incorporated into this Proposal and Sales Agreement:

X General Terms and Conditions
_ Product-Specific Terms: Extended Service Plan
_ Product-Specific Terms: Inspection and Testing Services
_ Product-Specific Terms: Monitoring Services
_ Product-Specific Terms: ATM Products and Services
_ Product-Specific Terms: Sprinkler and Suppression Services
_ Product-Specific Terms: EAS and Security Gates
_ Product-Specific Terms: Third-Party Services
_ Product-Specific Terms: Rented or Financed Products
_ Product-Specific Terms: Special Business Risk Provisions

GENERAL TERMS AND CONDITIONS ("GTCs")

1. Charges, Invoicing, and Payment

A. Invoices. Everon shall issue invoices directly to Customer for amounts owed to Everon ("Charges"). Everon shall issue invoices to Customer on the following schedule:

i. For ongoing Services under a contract term or on a month-to-month basis ("Recurring Services"), Everon shall issue invoices Quarterly in advance.

ii. For projects requiring installation of Products and that have a written schedule of values, Everon shall issue invoices as set forth in the schedule of values; or if no schedule of values exists, Everon shall issue invoices over time on a progressive basis to reflect Everon's estimated percentage of work completed, which may, in Everon's discretion, be based on field observations, costs estimated or incurred, subcontractor estimates, and/or other reasonable factors ("Percentage of Work Completed").

iii. For all other Products or Services, Everon shall issue invoices upon delivery or Substantial Completion of the Product or Service. "Substantial Completion" shall mean the date when work is completed sufficient to allow Customer or end user to use the Product or Service for its intended purpose, even if minor details (e.g., punch list items) remain to be completed.

B. Payment. Customer shall pay each invoice in full within thirty (30) days of the date of the invoice, without discount, set-off, or deduction. Any acceptance by Everon of a partial payment shall not be construed as a waiver of Everon's right to receive any unpaid portion of an invoice. Customer shall make payment via wire, automated clearing house, check, or such other manner as may be agreed upon by Everon and Customer. If a payment due date falls on a weekend or any bank holiday, payment must be made on the next available banking day.

C. Past Due Amounts. Past due amounts shall accrue interest at a rate of two percent (2%) per month compounded or the maximum rate allowed by law, whichever is less. All overdue payments received from Customer shall first be applied to interest and collection costs before they will be applied to any principal amounts. Everon shall be entitled to recover from Customer any costs of collecting past due amounts, including reasonable attorneys' fees.

D. Charges. Charges for Products are determined on a per-order basis and are valid for thirty (30) days from any written proposal. Charges for any Products ordered by Everon or Customer more than thirty (30) days after the date of the Agreement shall be at Everon's then-current prices. After the first year of the term of any Services, but no more frequently than once in any twelve (12) month period, Everon may increase the Charges, effective upon thirty (30) days prior written notice, by an amount not to exceed the United States Consumer Price Index increase over the preceding twelve (12) months plus four (4) percent.

E. Delays. Everon shall be reimbursed for all costs incurred by Everon or its subcontractors due to actions by Customer or any of Customer's vendors or customers that alters or delays the Services, whether before, during, or after Everon has started performing the Services. Any delays other than Force Majeure (as defined in Section 11, below) that cause Everon to incur more labor or overtime hours to complete the Services than originally bid will be the subject of an equitable adjustment to the Charges. Everon will give appropriate notice when possible to the Customer prior to either the Customer or Everon incurring such charges.

F. Taxes and Fees. Charges do not include any applicable taxes. The Customer shall pay the Charges, and as applicable the following:

i. All applicable taxes, assessment, duties, fees, or charges now or hereafter levied by any domestic or foreign government or instrumentality thereof ("Taxes") related to the Products and Services, other than Taxes based on Everon's net income;

ii. Any false alarm fines or Taxes imposed by any government, instrumentality thereof, law enforcement agency, or other public safety Authority Having Jurisdiction ("AHJ") or costs for additional or modified Products or Services required by any AHJ;

iii. All charges related to telecommunication services required for the Products or Services to function, including expenses or costs required to modify or replace Products or Services to comply with changes made by or affecting telecommunication or related services required for the Products or Services to function;

iv. Any costs and service charges for Everon to repair or replace Customer-owned equipment necessary for Everon to provide the Products or Services;

v. A service charge for (a) Everon to respond to a service call or alarm signal caused by Customer error, including, but not limited to, operating Products contrary to Everon instructions; (b) if Customer cancels an installation or service appointment less than forty-eight (48) hours prior to Everon's deployment of personnel to the Premises; (c) any use of third-party portal for invoice, order, or service or transaction management requested by Customer; or (d) Customer's use of credit card to make payment on any invoice.

vi. If payment and performance bonds are required by Customer, then Customer shall pay an administrative fee; and

vii. Everon may, from time-to-time and in its sole discretion, issue surcharges in order to mitigate and/or recover increased operating costs arising from or related to, without limitation: (a) foreign currency exchange variation, (b) increased cost of third-party supplies, labor, and/or Products, (c) impact of government tariffs or other actions, and (d) any conditions that increase Everon's costs, including without limitation increased labor, freight, material or supply costs, or increased costs due to inflation (collectively, "Surcharges"). Any Surcharges, as well as the timing, effectiveness, and method of determination thereof, will be separate from and in addition to any changes to pricing that are affected by any other provisions in this Agreement.

2. <u>Products and Installation</u>

A. Timing. If the Agreement calls for the installation of any Products by Everon ("Installation"), then Everon will use commercially reasonable efforts to complete the Installation within the timeframe set forth in the Agreement, or if no timeframe is set forth, within a reasonable timeframe. Unless agreed otherwise in writing, Installation shall be during Everon's normal business hours. If no such agreement is made and Customer requests the Installation be performed outside Everon's normal business hours, Monday through Friday (excluding holidays), then additional charges will apply. Within 5 days of completion of the Installation, Customer shall either provide final acceptance of the Installation or identify in writing any corrections required (if no written corrections are provided, Customer will be deemed to have provided final acceptance). If Customer is past due on any invoices at the time Installation is completed, activation of Products may be delayed until past due amounts are paid, at Everon's sole discretion, to the extent permitted by any applicable laws or regulations.

B. Compliance. Customer is responsible for providing the necessary specifications, drawings, designs, or instructions for the Installation and for ensuring they comply with all applicable codes and ordinances. Unless agreed in writing otherwise, Customer shall secure and pay for any required building permits and governmental fees, licenses, and inspection necessary for the Installation. Customer shall give all notices and comply with all laws, ordinances, rules, regulations, and lawful orders of any public authority relating to the Installation.

C. Products Ownership. Title and risk of loss to Products sold to Customer under the Agreement shall transfer to Customer upon the earlier of (i) receipt of the Products by Everon or (ii) delivery of the Products to Customer. If Products for an Installation are received by Everon prior to the commencement of Installation, then a fee for Products storage shall be added to the Charges. Customer shall retain title to all Customer-owned equipment that Everon utilizes to provide Services.

D. Substituted Products. If any Product becomes unavailable or discontinued after a Customer order and before Installation, then Everon may substitute an equivalent Product, upon written notice to Customer. The Charges shall be adjusted for any price difference for such substituted Product.

E. Evolving Functionality.
i. Evolving Products, Services and Features. Customer acknowledges and agrees that the Products and Services, installed, configured, supported or provided by Everon are subject to ongoing development and change, including without limitation through manufacturer or third-party software enhancements, patches, updates, upgrades, changes to license models, and the introduction or activation of new or modified features and functionalities (collectively, "Evolving Features"). As a result, the scope of capabilities of the Products and Services may change over time, including the addition of capabilities that were not available or not enabled as of the date of installation.

ii. Customer Control of Features. Many Evolving Features are, or may in the future be, capable of being activated, configured, or deactivated by Customer (or its users, administrators, or third-party service providers acting on its behalf) without Everon's involvement, including but not limited to features such as gunshot detection, facial recognition, people counting, analytics, and other similar or successor functionalities ("Advanced Features"). Customer understands and agrees that the availability, activation, use, or configuration of any such Advanced Feature is under Customer's control and outside of Everon's control.

iii. Unless expressly set forth in a written statement of work signed by both Parties, Everon shall have no obligation to (a) monitor Customer's use of the Products and Services, (b) monitor changes to or availability of Evolving Features or Advanced Features, (c) provide legal or regulatory advice regarding such features, or (d) enable, disable, or reconfigure any feature in order to achieve legal compliance for Customer. Any such services, if provided, are offered solely as an accommodation and shall not shift responsibility for legal compliance away from Customer.

F. Internet and Radio Frequency Based Products and Services

i. Customer Responsibility for Connectivity; Everon-Provided Circuits.

1. Customer acknowledges that Everon's services may require continuous, reliable Internet or radio frequency connectivity from the Premises. Except as expressly stated in this Agreement, Customer is responsible, at its sole cost, for procuring and maintaining all Internet connectivity (including any necessary routers, switches, firewalls, and related equipment).
2. If Everon agrees in writing to arrange for or otherwise provide an Internet connection for Customer's site (whether through a third-party provider or otherwise), Customer expressly agrees that: (a) Everon is not a telecommunications carrier and provides such connectivity solely as a convenience and pass-through; (b) such connectivity remains subject to all limitations, outages, degradation, and other issues inherent in the underlying provider's services; and (c) any interruption, degradation, or unavailability of the connection shall be deemed an excused performance event under this Agreement and shall not constitute a breach by Everon.

ii. Preference for Hardwired Connectivity; Use of Cellular as Primary Connection.

1. The Parties acknowledge that a dedicated, hardwired Internet connection (e.g., cable, fiber, or DSL) is generally preferred for reliability, performance, and cost.
2. Where a hardwired Internet connection is not reasonably available or practical, Customer may use or authorize Everon to provision a cellular-based Internet connection as the primary means of connectivity for the site. In such event, Everon does not guarantee any particular level or quality of service.

iii. Cellular Plans; Throttling and Performance Limitations.

1. Customer acknowledges that cellular data plans used for site connectivity will typically be provisioned on an "unlimited" or high-usage basis intended, in Everon's reasonable judgment, to be sufficient for anticipated monitoring and related traffic; however, such plans may nonetheless be subject to data prioritization, traffic management, or "throttling" by the cellular provider, including reductions in speed or service quality.
2. Customer further acknowledges and agrees that (a) Everon has no control over, and shall have no liability for, any throttling, congestion management, or similar network practices implemented by the cellular provider; (b)the cellular connection is primarily intended to support Everon's monitoring services and related security functions, and is not designed or priced for high-volume or continuous video streaming by Customer or third-parties; and (c) if Customer intends to regularly access or stream camera feeds from outside the site (such as continuous or frequent remote viewing), Customer should procure a dedicated, hardwired Internet connection suitable for that purpose, and Everon shall have no responsibility for any performance issues, delays, or failures arising from use of the cellular connection for such high-volume activities.

iv. Variability of Radio and Cellular Service; No Warranty.

1. Customer understands that radio and cellular service performance may vary over time due to, without limitation, network upgrades, technology transitions (e.g., 3G/4G/5G and subsequent generations), weather conditions, topography, building construction, interference, and the number of simultaneous users on a given cellular node.
2. Although Everon may perform periodic measurements, sampling, or other assessments of the cellular connection's consistency and reliability, such assessments are indicative only and do not constitute a guarantee or warranty that the connection will function without interruption, degradation, or error.
3. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ALL RADIO- AND CELLULAR-BASED CONNECTIVITY ARRANGED OR PROVIDED BY EVERON IS PROVIDED "AS IS" AND "AS AVAILABLE," AND EVERON DISCLAIMS ANY AND ALL WARRANTIES (EXPRESS OR IMPLIED) REGARDING THE AVAILABILITY, SPEED, LATENCY, OR QUALITY OF SUCH CONNECTIVITY.

v. Network Configuration; Changes by Customer or Third-Parties.

1. Internet connections used for the services require specific network configurations, which may include, without limitation, firewall rules, port forwarding, NAT settings, VLANs, and security policies (collectively, "Network Settings"), that permit the transmission of video, data, and signaling between the site and Everon's systems.
2. Everon will use commercially reasonable efforts to identify and assist in configuring the Network Settings needed for proper operation of the services. However, Customer acknowledges that: (a) any changes to hardware, software, or Network Settings (including changes made by Customer's IT staff, other vendors, or third-party service providers) may adversely affect or interrupt the services; (b) Everon is not responsible for unauthorized, uncoordinated, or undisclosed changes to the network or related infrastructure; and (c) Everon cannot eliminate all risks of misconfiguration, human error, or conflicting changes, even when acting with due care.
3. Customer shall promptly notify Everon of any planned or actual changes to its network infrastructure, Internet service, or Network Settings that may affect the services and shall provide reasonable cooperation in diagnosing and resolving connectivity issues, including granting Everon or its designees appropriate remote or on-site access.
4. Any service interruption, degradation, or failure resulting from (a) Customer's or a third-party's changes to hardware, software, or Network Settings; (b) Customer's failure to notify or cooperate as described above; or (c) the acts or omissions of Customer's other providers, contractors, or vendors, shall be deemed an excused performance event, and Everon shall have no liability for any resulting unavailability, delay, or degradation of the services.

vi. Fees and No Service Credits for Carrier/Network Issues. Customer remains obligated to pay all fees and charges in accordance with this Agreement notwithstanding any connectivity-related issues or interruptions arising from the acts or omissions of third-party carriers, Internet service providers, or other network providers, or from network configuration changes not solely caused by Everon's gross negligence or willful misconduct. Unless expressly provided otherwise in an applicable Service Level Agreement, no service credits or other remedies shall be due for outages or degradations attributable in whole or in part to such causes.

3. <u>Warranty</u>

A. General Warranty. Subject to the exclusions stated herein, and in addition to any product-specific warranty terms or exclusions set forth in the Product-Specific Terms, Everon provides the warranties below. EXCEPT FOR THE WARRANTIES SPECIFICALLY SET FORTH BELOW OR IN THE PRODUCT-SPECIFIC TERMS, EVERON EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR USE.

i. *Products Warranty.* Products installed under this Agreement are warranted against defects in material or workmanship for the warranty period stated above, or if no such period is stated, then for ninety (90) days from installation by Everon. Defective Products will be repaired or replaced at Everon's option.

ii. *Services Warranty.* Everon warrants that the Services provided hereunder will be performed in accordance with generally accepted industry standards and practices. If any Services fail to comply with the foregoing standard within the warranty period stated above, or if no such period is stated, within ninety (90) days from the date Services are completed, then Everon will re-perform the non-complying Services during normal business hours, at no additional charge.

B. Limitations and Exclusions.

i. Everon shall perform warranty services during normal business hours (9am to 5pm local time), Monday through Friday, excluding Everon holidays. Customer requests for Everon to perform warranty services outside these hours may result in additional charges.

ii. Everon is not responsible under any warranty for any defect in Products or Services caused by: (a) damage or alterations to the Products or Premises caused by or resulting from any Force Majeure event (defined herein) or the actions or omissions of any third party, whether intentional or unintentional; (b) Customer's failure to follow Products' operating instructions; (c) Customer's failure to provide ordinary care and maintenance to the Products; (d) battery failure or the Products otherwise losing power supply; (e) telecommunications malfunctions or modifications that render it incompatible with the Products or Everon's central station; (f) failure of devices or components designed to fail in order to protect the Products, including but not limited to fuses and circuit breakers; (g) changes requested by Customer after Installation acceptance, including but not limited to adjustments to camera alignment or settings, monitor settings, or other items subject to discretion, after Installation and acceptance by Customer; (h) Customer's use of Products in combination with equipment or software not supplied by Everon, or changes in any of Customer's systems connected (e.g. HVAC) that are connected to the Products but not supplied by Everon; (i) repair of Products for which replacement parts or components are no longer available due to obsolescence or end-of-product life; (j) replacement of Products that are at the end-of-product life, obsolete, and/or are no longer supported by the manufacturer; and (k) normal wear and tear.

iii. To the full extent permitted by law, all warranties shall become voided immediately if Customer permits any person or entity other than Everon, Everon's employees, or Everon's agents to perform maintenance or service to the Products without Everon's prior written approval.

4. Customer's Obligations

A. Customer's Representations and Warranties. Customer represents and warrants that:

i. Customer owns or leases any equipment Customer provides or allows Everon to use;

ii. Customer has legal authority to authorize Everon to (a) install Products, (b) use, modify, or connect to previously installed equipment, and (c) provide Services to the Premises;

iii. Customer will comply with all laws, codes, and regulations related to this Agreement, or to the Premises, the Products, and Services, including but not limited to privacy, data protection, surveillance, audio/video recording, biometrics, labor and employment, civil rights, and consumer protection;

iv. the Products and Services are ordered for commercial purposes and not for personal, family, or household purposes;

v. Customer's entry into this Agreement will not breach, violate, or interfere with any other contract or third-party's rights;

vi. the Premises comply with all applicable safety and work rules, OSHA regulations, and other governmental and contractual requirements as to working conditions;

vii. if any Services require payment of a prevailing wage under federal or state law, Customer will provide the applicable wage determination to Everon prior to the start of work; and

viii. that Customer will fully comply with the Customer Responsibilities described in Sec 4.B below.

B. Customer's Responsibilities.

i. *Responsibilities regarding Products.* Customer agrees to (a) instruct all users on the Products' proper use, (b) test the Products' protective devices and send monthly test signals through the Everon customer portal, (c) turn off, control, or remove all HVAC systems that interfere with alarm detection service, (d) notify Everon immediately upon discovering a defect in the Products, (e) obtain and keep current all necessary permits and licenses required for the Products, and (f) pay all usage fees imposed by any AHJ in connection with the Products.

ii. *Responsibilities regarding the Premises.* Customer agrees to (a) permit Everon to have reasonable access to the Premises during Everon's normal business hours, (b) cooperate with Everon to obtain any necessary consents and waivers from the Premises owner, if not the Customer, relating to the installation or operation of the Products, or the provision of the Services, (c) supply and maintain all supplemental equipment and facilities necessary for any installation or operation of Products or Services, such as structural changes, conduits, back boxes, commercial power electrical wiring, outlets, bypass or switch units, and associated equipment, equipment room(s), and necessary operating environment as specified by the manufacturers of any goods or equipment to be installed, and (d) remediate any materials defined as being radioactive, infectious, hazardous, dangerous, or toxic by any AHJ ("Hazardous Materials") upon discovery by Everon, prior to Everon continuing work at the affected Premises.

iii. System Access Control. Customer is solely responsible for establishing, implementing, and enforcing all permissioning, authentication, access control, and user management policies relating to the Products and Services, including determining (i) who is granted access to the Products and Services, (ii) what level of access such persons have, and (iii) what data, features, and configuration settings such persons may view, modify, or control. Everon shall not be responsible for unauthorized or inappropriate access, configuration changes, or use by Customer's personnel, contractors, service providers, or any other third-party to whom Customer (directly or indirectly) grants access.

5. Risk of Loss. Everon shall bear the risk of loss or damage to Products until delivery to the Premises. Everon shall be responsible for loss or damage to the Products during testing or installation only to the extent such loss or damage is directly caused by Everon . Customer shall be responsible for security and proper storage of Products after delivery to the Premises and shall bear risk of loss for Products on Premises unless the loss is directly caused by Everon.

6. Termination

A. Termination by Everon.

i. Everon may terminate the Agreement or any Service(s) provided thereunder, without penalty, upon thirty (30) days' prior written notice, if: (a) Customer fails to follow any recommendations Everon may make for the repair or replacement of defective or discontinued Products not covered under Warranty or an Extended Service Plan; (b) Customer fails to follow the operating instructions provided by Everon; (c) the Products generate excessive false alarms due to circumstances beyond Everon's reasonable control; (d) in Everon's sole opinion, the Premises in which the Product is installed becomes unsafe, unsuitable, or so modified or altered after installation as to render continuation of Service impractical or impossible; (e) in Everon's sole opinion, continuation of the Agreement is impractical or impossible under the circumstances; or (f) Everon is unable to obtain or continue to support technologies, communication facilities, or Products or component parts thereof that are discontinued, become obsolete or are otherwise not commercially available.

ii. Everon may terminate the Agreement or any Service(s) provided thereunder, without penalty, immediately upon written notice, if: (a) Customer fails to cure any breach of this Agreement, including failure to make payments when due, within thirty (30) days of receiving written notice of such breach; (b) any representation by Customer herein or in any other agreement it has with Everon is materially untrue; (c) Customer breaches any warranty contained herein or in any other agreement it has with Everon; (d) Customer denies Everon reasonable access to Everon-owned Products located at any Premises; or (e) Customer becomes insolvent, becomes a debtor in a bankruptcy or other insolvency proceeding, makes an assignment for the benefit of its creditors, or has a receiver or trustee appointed for Customer or its assets.

B. Termination by Customer.

i. If Everon has materially breached the Agreement, and that breach is not cured within thirty (30) days after Everon receives written notice of the breach, then Customer shall have the right to terminate the Agreement or any Service(s) upon written notice, without penalty.

ii. Customer may terminate Recurring Services provided at any individual Premises, upon thirty (30) days' prior written notice, if Customer sells or otherwise ceases owning or occupying an individual Premises, other than through merger or change of control transaction.

C. Effect of Termination or Expiration.

i. Upon termination or expiration of the Term, all Services provided under the Agreement shall terminate.

ii. All Charges due from Customer to Everon shall become immediately due and payable on the date of termination or expiration, including (a) all Charges for Services or Products rendered prior to the effective date of termination or expiration, (b) the percentage of Charges for Installation equivalent to the Percentage of Work Completed as of the effective date of termination or expiration, (c) the costs for any materials, goods, equipment, or Products purchased or allocated for Customer by Everon prior to notice of termination, and (d) any other costs incurred by Everon in reliance on or on behalf of Customer, prior to the effective date of termination or expiration.

iii. If the termination is for any reason other than those permitted in 6.B, then in addition to all fees due under the Agreement for Products and Services rendered prior to termination, Customer shall pay an early termination charge equal to the sum of monthly charges for Recurring Services for the remaining duration of the term of such Recurring Services.

iv. Upon the expiration of the term of any Recurring Services ordered under this Agreement, such Recurring Services shall automatically renew on a month-to-month basis under the terms of this Agreement until terminated by either party by giving no less than thirty (30) days' prior written notice.

7. Limitation of Liability

A. Alarm Event Limitation. The amounts Everon charges Customer are not insurance premiums. Everon is not qualified to assess the value of Customer's property, and Everon's charges are unrelated to the value of Customer's property, any property of others located in or at the Premises, or the risk of loss associated with the Premises. For purposes of this Agreement, an "Alarm Event" shall mean any losses or damages arising from or related to a casualty occurring at Customer's Premises during which the Products and/or the Services operated, operated improperly, failed to operate, or otherwise did not detect, prevent, terminate, warn of, or mitigate losses or damages resulting from the casualty. Such Alarm Event losses or damages may include, but are not limited to, damage to property, personal injury, or death, and may be caused by casualties such as fire, burglary, unauthorized intrusion, assault, or other event. TO THE FULL EXTENT PERMITTED BY LAW, EVERON, ITS PARENTS, SUBSIDIARIES, AND AFFILIATES, AND THEIR RESPECTIVE EMPLOYEES AND AGENTS, SHALL ASSUME NO RISK OF LOSS AND HAVE NO LIABILITY FOR ANY LOSSES OR DAMAGES ARISING FROM OR RELATED TO ANY ALARM EVENT, WHETHER UNDER CONTRACT, WARRANTY, TORT, NEGLIGENCE, OR OTHER LEGAL THEORY OR CLAIM THAT EVERON FAILED TO DETECT, PREVENT, WARN OF, TERMINATE, OR MITIGATE THE CASUALTY UNDERLYING THE ALARM EVENT. THE RISK OF LOSS FOR ALL ALARM EVENTS REMAINS WITH CUSTOMER. Customer releases and waives for itself and its insurer all subrogation and other rights to recover from Everon arising as a result of paying any claim for loss, damage, or injury to Customer or another person arising from or related to an Alarm Event.

B. Consequential Damages. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL, OR INCIDENTAL DAMAGES (INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS) ARISING OUT OF ANY PERFORMANCE OR NON-PERFORMANCE UNDER THIS AGREEMENT, WHETHER SUCH CLAIM FOR DAMAGES IS BASED ON TORT, NEGLIGENCE, STRICT LIABILITY, WARRANTY, CONTRACT, OR ANY OTHER LEGAL THEORY, EVEN IF A PARTY IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AT ANY TIME PRIOR TO OR DURING THE CONTRACTUAL RELATIONSHIP BETWEEN THE PARTIES.

C. Liability Cap. WITHOUT LIMITING THE FOREGOING SECTIONS, IN NO EVENT SHALL EVERON'S LIABILITY OR THE DAMAGES RECOVERABLE BY CUSTOMER FROM EVERON, AND/OR EVERON'S PARENTS, SUBSIDIARIES, EMPLOYEES, AGENTS, OR AFFILIATES, EXCEED THE TOTAL AMOUNT PAID BY CUSTOMER FOR PRODUCTS AND SERVICES AT THE PREMISES WHERE THE EVENT FOR WHICH EVERON IS LIABLE OCCURRED, OVER THE TWELVE (12) MONTHS PRECEDING THE EVENT FOR WHICH EVERON IS LIABLE.

8. Indemnification

A. Indemnification by Everon. Everon shall indemnify and hold Customer and its owners, employees, and officers harmless from any and all liabilities, losses, damages, fines, penalties, costs, and expenses, including reasonable attorneys' fees (collectively, "Losses") relating to any and all third party claims, demands and course of actions ("Claims") arising from or related to: (i) the negligence or intentional misconduct of Everon, its agents, or employee, but excluding any Losses arising from or related to an Alarm Event; and (ii) any allegation that a Product infringes any third party intellectual property right, to the same extent that Everon is indemnified by the manufacturer or distributor of the applicable Product for the Losses.

B. Indemnification by Customer. Customer shall indemnify and hold Everon and its affiliates, parents, directors, employees, agents, and officers harmless from any and all Losses relating to Claims arising from or related to: (i) the negligence or intentional misconduct by Customer, its agents, employees, contractors, and subcontractors; (ii) an Alarm Event; (iii) Customer's selection, activation, or configuration of any Product or Service (iv) any breach of any representation or warranty made by Customer in the Agreement; (v) Customer's failure to follow or comply with any law applicable to the Products or Services, and (vi) any defect, hazardous condition, or Hazardous Materials present at the Premises.

9. Insurance. During the term of the Agreement, Everon will maintain the following insurance policies in full force and effect: (a) comprehensive general liability insurance with a limit of one million dollars ($1,000,000) per occurrence and two million dollars ($2,000,000) general aggregate; (b) statutory workers' compensation and employer's liability insurance meeting all applicable federal and state workers' compensation laws; and (c) commercial automobile liability covering bodily injury and property damage, with a combined single limit of two million dollars ($2,000,000) per occurrence. Certificates of insurance naming Customer as an additional insured are available upon request. Neither the existence of such insurance policies nor the terms of this Section shall be deemed to modify any limitation of liability or indemnification obligation under this Agreement.

10. Intellectual Property.

A. No Transfer of IP. The parties acknowledge that one or both parties may have certain intellectual property rights that may be revealed or provided to the other party in accordance with the Agreement. Each party acknowledges that the Agreement does not grant any right or title of ownership in their respective

intellectual property rights to the other unless specifically provided in the Agreement. Any intellectual property shall remain the originator's property unless otherwise provided in the Agreement.

B. Third Party Products and Software.

i. Everon is a reseller of certain software, licenses, subscriptions, products, services, and equipment ("Third-Party Services") performed, provided, manufactured, maintained, and/or managed by independent contractors ("Vendor(s)").

ii. "EULA" means all product and services documentation provided by Vendor and all end user license agreements Vendor may require Customer to enter into. EULAs are available on Vendors' websites and upon request. Customer represents that it has read and agrees to any applicable EULA prior to entering into this Agreement. Customer agrees that it is solely responsible for complying with all terms of any applicable EULA.

iii. Third-Party Services are sold only with the warranties provided in the applicable EULA. EVERON MAKES NO OTHER REPRESENTATION OR WARRANTY REGARDING THE THIRD-PARTY SERVICES. ALL SALES OF SOFTWARE LICENSES ARE FINAL.

iv. Customer agrees that Everon may pass through any price change in Vendor's cost of Third-Party Services upon written notice to Customer. Customer shall be responsible for, and shall reimburse if Everon pays, any charges from Vendor resulting from (a) Customer's use of the Third-Party Services beyond that purchased under the Agreement and the EULA, and (b) Customer's premature termination of any Third-Party Services that are subject to a term agreement.

v. In addition to and without limiting any other indemnification obligations under the Agreement, Customer shall indemnify and hold Everon harmless to the same extent Customer indemnifies Vendor under an applicable EULA and from any Losses arising from or related to: (a) Customer's breach of any applicable EULA; (b) any actual or alleged compromise, unauthorized access, disclosure, theft, loss, or unauthorized use of Customer information or data in connection with the Third-Party Service; and (c) any failure by Vendor to provide the Third-Party Services, in part or in whole.

C. Data Usage. Everon, Vendors, or their respective designee(s), shall use Customer data, records, and information only: (a) for the specific purpose for which it was submitted; (b) to provide and improve Products and Services; (c) for analytics and research purposes related to Products and Services; (d) to monitor compliance with this Agreement; and (e) for any other purpose permitted in this Agreement or in any other applicable terms and conditions.

D. Customer Data Sets. Customer acknowledges that Customer and/or third-parties acting on its behalf may use in-house, proprietary, third-party, or other external data sets, models, or content (collectively, "Customer Data Sets") in connection with the Products and Services. The selection, legality, accuracy, quality, and use or misuse of any Customer Data Sets, and any outcomes generated from their use with or through the Products and Services, are solely the responsibility of Customer. Everon is not required to review, approve, monitor, or control any Customer Data Sets and may be entirely unaware of their nature, source, or use. Everon shall have no responsibility or liability arising out of or related to any Customer Data Sets or their combination with, or use in connection with, the Products and Services.

11. Force Majeure. Everon shall not be responsible for any delays or costs caused by acts of God (such as fires, earthquakes, floods, hurricanes, tropical storms, tornadoes, lightning, explosions, and other severe acts of nature or weather), war, revolutions, acts of terrorism, epidemics, pandemics, contagions, acts of governmental authorities such as expropriation, condemnation, quarantining, executive orders and changes in laws and regulations, raw material shortages, component shortages, supply chain disruptions, power surges, strikes, labor disputes, or for any other cause beyond Everon's reasonable control ("Force Majeure"). Everon shall be entitled to a Change Order and reimbursement for all demonstrable costs incurred due to Force Majeure and an extension of time equivalent to the delay caused by Force Majeure.

12. Confidentiality. During the Agreement, each party may disclose to the other confidential information, the disclosure of which to third parties would be damaging. Confidential information shall include any information relating to the identity of the party's customers, the nature of their relationship with their customers, the nature of the other party's business, or the rates charged by it to third parties. The parties agree not to make use of this information other than for the performance of the Agreement, to release it only to employees requiring such information and only after ensuring that such employees are aware of the terms of this Section, and not to release or disclose it to any other party other than as required by law. The parties further agree not to use any Services performed under the Agreement for advertising, portfolio, or other promotional purposes without the written consent of the other party. Confidential information shall not include any information that: (a) was, is, or becomes public information through no fault of the receiving party; (b) was in the possession of the receiving Party before the commencement of this Agreement; (c) is developed independently by the receiving Party; or (d) must be disclosed pursuant to or as required by law or by a court or other tribunal of competent jurisdiction. The obligations under this section shall survive the termination or expiration of the Agreement for three (3) years.

13. Non-Solicit of Employees. During the term of this Agreement and for one year following its termination or expiration, neither Party shall solicit for employment any employee of the other Party who performed or performs services in connection with this Agreement; provided, however, that this Section shall not prohibit either Party from making general public promotions or solicitations for employment, nor from hiring any person who responds to any such general public promotion or solicitation.

14. Miscellaneous.
A. Nature of Relationship. Everon is an independent contractor and not an employee, agent, joint venturer, or partner of Customer.

B. License Information. Everon state license information is available at https://www.everonsolutions.com/about/licenses-credentials/licenses.

C. Export Control. Customer shall not export or re-export, directly or indirectly, any: (i) Product or Service provided under this Agreement; (ii) technical data; (iii) software; (iv) information; or (v) items acquired under this Agreement to any country for which the United States Government (or any agency thereof) requires an export license or other approval without first obtaining any licenses, consents or permits that may be required under the applicable laws of the U.S. or other foreign jurisdictions and shall incorporate in all export shipping documents the applicable destination control statements. Customer shall, at its own expense, defend, indemnify, and save harmless Everon from and against all Losses assessed against or suffered by Everon as a result of an allegation or claim of noncompliance by Customer with this Section. The obligations contained in this Section shall survive the termination or expiration of this Agreement.

D. Conflicts of Interest. Everon does not permit the offering or acceptance of gifts or gratuities by Everon employees from parties with whom Everon is contracting for services, products, or other matters, and Customer shall not make any offer to any Everon employee that would violate this policy. Customer further represents and warrants that there is no financial or business relationship or any other conflict of interest that Customer has with or has offered to any employee of Everon. In the event Everon determines any offer of gifts or gratuities has been made by Customer to an Everon employee or a financial or business relationship or other conflict of interest has been offered to or exists between Customer and an Everon employee, Everon may terminate this Agreement, without penalty, upon five (5) days' prior written notice to Customer.

E. Survival. Sections 3 (Warranty), 5 (Risk of Loss), 7 (Limitation of Liability), 8 (Indemnity), and 12 (Confidentiality) shall survive any termination or expiration of the Agreement.

F. Assignment. Customer may not assign the Agreement or any right thereunder without the prior written consent of Everon, which consent shall not be unreasonably conditioned, withheld, or delayed. Everon may subcontract any portion of the work described in the Agreement.

G. Severability. In the event any one or more of the provisions of this Agreement is held to be unenforceable or invalid under applicable law, such

unenforceability or invalidity shall not affect any other provision of this Agreement.

H. Cross-Default. A default by Customer under the Agreement shall be a default of all Agreements between Everon and Customer.

I. Remedies. All remedies under the Agreement are cumulative and in addition to any other rights at law or equity that a party may have.

J. Amendment. The Agreement may be amended or modified only by a writing signed by both parties. Any purported oral amendment or modification is void.

K. Notice. Any and all notices required or permitted to be given under the Agreement shall be in writing and delivered via certified or registered mail, or by overnight courier. Notices to Everon shall be deemed duly given on the date received by Everon at the following address: Everon LLC, Attn: General Counsel, 1501 Yamato Road, Boca Raton, FL 33431. Notices to Customer shall be deemed duly given on the date received by Customer at the address for Customer stated in the Agreement, or if no such address is provided, at any Premises.

L. Waiver. The waiver by either party of any right under the Agreement or any breach of the Agreement shall not operate as, or be construed as, a waiver of any subsequent right under or breach of the Agreement.

M. Governing Law; Dispute Resolution. This Agreement and any dispute or claim arising under it shall be governed by the laws of the state of Florida, without giving effect to its conflicts of law rules. Any and all matters of dispute between the parties to this Agreement, whether regarding performance of the Agreement, interpretation of any term or provision of this Agreement, or other dispute, shall be decided by arbitration conducted under the Commercial Arbitration Rules of the American Arbitration Association in Boca Raton, Florida, with the arbitrator's costs borne equally by the Parties. The enforceability of this arbitration provision shall be determined by arbitration. The arbitrator(s)' decision shall be final and binding on the Parties.

N. Customer Acknowledgement and Duty to Raise Concerns. Customer represents that, prior to entering into this Agreement and prior to placing any order for Products or Services hereunder, it has had the opportunity to consult with its own legal and other advisors regarding the intended use of the Products and Services. Any concerns regarding legal or regulatory restrictions on Customer's use of the Products and Services - including but not limited to restrictions arising out of Customer's relationships with particular investors, lenders, governmental entities, or participation in tax credits or other governmental or private incentive programs - shall be raised by Customer with Everon in writing prior to entering into the applicable order. Everon has no obligation to identify, interpret, or advise on any such restrictions.

O. Entire Agreement. The Agreement contains the entire agreement between the parties with respect to the subject matter of the Agreement, and supersedes any and all prior agreements or understandings, whether written or oral. The parties agree that there are no oral or written agreements, representations, or understandings by or between the parties regarding the subject matter of the Agreement that are not contained in the Agreement.

P. Electronic Signature; Counterparts. The Agreement may be signed and/or delivered by electronic means (such as e-mail), and all such signatures and electronic transmissions of this Agreement are to be treated as originals for all purposes and given the same legal force and effect as a signed paper contract. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same agreement.

Signatures

IN WITNESS HEREOF, Customer and Everon have caused this Agreement to be executed by their duly authorized representatives below.

Customer Authorized Representative	Printed Name	Title	Date
Everon Representative	Printed Name	Title	Date
Everon Authorized Manager	Printed Name	Title	Date

Staff Report

Meeting Date: August 17, 2026

Staff Contact: Joe O'Neill, Deputy Director of Public Works
Tony Ferrari, Facilities Supervisor

Department: Public Works Department

Title: A Resolution Approving the Purchase and Installation of the Port Clinton Garage Digital Kiosks through the OMNIA Purchasing Cooperative

Recommendation:
City staff recommends contract award for the purchase and installation of three digital kiosk display screens in the Port Clinton Parking Garage with Conference Technologies Inc., (CTI), Itasca, IL, through the OMNIA Partners Cooperative Purchasing Program (Contract No. R250404).

Policy Consideration:
The City is proposing the installation of three interactive digital kiosk display screens within the Port Clinton Parking Garage to improve visitor wayfinding, promote local businesses and events, and enhance the overall customer experience for residents and visitors using the City's downtown parking facilities.
The displays will be installed on the main level of the garage near the north-east, north-west, and center stairways, providing convenient access to information as visitors enter and exit the garage. The Port Clinton Garage currently does not have any digital information displays.

The new kiosks will operate using the same software platform as the City's existing interactive kiosks located throughout the Central Business District, allowing staff to centrally manage and update content without the need for additional software or training.
The displays will provide a variety of information, including but not limited to:

- City of Highland Park news and announcements.
- Central Business District maps and business directory.
- Community events and festivals.
- Restaurant, retail, and entertainment information.
- Public parking and wayfinding information.
- Emergency notifications or other public information when necessary.

As the Port Clinton Garage serves as a principle parking destination for residents, visitors,

commuters, and patrons of the Central Business District, these displays will enhance navigation and provide valuable information immediately upon arrival, encouraging visitors to explore the downtown area and take advantage of local businesses and amenities.

To seek lower prices through combined specification and to reduce duplication of effort and administrative costs, the City engages in cooperative purchasing arrangements. The City is a member of the OMNIA Partners Purchasing Cooperative. Pricing for this project was obtained under OMNIA Partners contract No. R250404. GTI submitted a proposal to the City for $24,711. Staff recommends contract approval for $25,947, which includes a 5% contingency for any additional costs not identified in the contract. GTI has previously worked for the City and is currently in good standing.

The Department of Public Works Facilities Section will manage the project. Installation will be coordinated to minimize impacts to garage operations and public parking. Contract documents will be available for public review at the Public Services Building, Department of Public Works, 1150 Half Day Road.

Core Priorities:

Fiscal Stability

Sufficient funds have been allocated in the 2026 Public Works Operations budget to complete this capital improvement project.

Attachments:

1. Resolution - Kiosks Co-Op OMNIA
2. R250404_CTI_MADs

CITY OF HIGHLAND PARK

RESOLUTION NO. R_____

A RESOLUTION APPROVING THE PURCHASE AND INSTALLATION OF THE PORT CLINTON GARAGE DIGITAL KIOSKS THROUGH THE OMNIA PURCHASING COOPERATIVE

WHEREAS, the Public Works Department has identified the need for the purchase and installation of three digital kiosk display screens (***"Kiosks"***); and

WHEREAS, the City participates in the OMNIA Purchasing Cooperative Program (***"OMNIA"***), which permits local governments to purchase commodities through cooperative purchasing arrangements, resulting in significant savings for the City; and

WHEREAS, OMNIA sought bids for the award of Contract No. R250404 for the purchase by OMNIA participants of Audio Visual Solutions and Services (***"Contract"***); and

WHEREAS, OMNIA identified Conference Technologies, Inc., of Maryland Heights, Missouri (***"CTI"***), as the low responsible bidder for the Contract; and

WHEREAS, the City now proposes to enter into contract with CTI for Kiosks, in accordance with the Contract, in the amount of $24,711.00 and

WHEREAS, the City Council has determined it will serve and be in the best interest of the City and its residents to purchase the Kiosks from CTI;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF HIGHLAND PARK, LAKE COUNTY, ILLINOIS, as follows:

SECTION ONE: RECITALS. The foregoing recitals are incorporated into, and made a part of, this Resolution as findings of the City Council.

SECTION TWO: APPROVAL OF PURCHASE. The City Council hereby approves the purchase of the Kiosks from CTI, in the sum of $24,711.00, and in accordance with the Contract.

SECTION THREE: EXECUTION OF REQUIRED DOCUMENTATION. The City Manager and the Deputy City Clerk are hereby authorized and directed to execute and attest, on behalf of the City, the Contract and all documents necessary to complete the purchase authorized pursuant to Section Two of this Resolution.

SECTION FOUR: EFFECTIVE DATE. This Resolution will be in full force and effect from and after its passage and approval by a majority of the member of the City Council.

Docusign Envelope ID: D46365B5-9876-46F1-9E35-DFE07F2B0122

REGION 4
EDUCATION SERVICE CENTER

August 27, 2025

Dan Bunyard
CFO
Conference Technologies, Inc.
11653 Adie Rd.
Maryland Heights, MO 63043
Bill.kocher@cti.com

Re: Award of Contract # R250404

Dear Dan Bunyard:

Per official action taken by the Board of Directors of Region 4 Education Service Center on August 26, 2025, we are pleased to announce that Conference Technologies, Inc. has been awarded a three (3) year contract, contingent upon successful negotiations, if needed, for the following, based on the online proposal RFP# R2504 opened on May 29, 2025:

Commodity/Service	**Supplier**
Audio Visual Solutions and Services	Conference Technologies, Inc.

This contract is effective October 1, 2025, and will expire on September 30, 2028. As indicated above, your contract number is R250404. This contract may be renewed annually for an additional two (2) years if mutually agreed upon by Region 4 ESC and Conference Technologies, Inc.

Your participation in the proposal process is appreciated and we look forward to a successful partnership. Please feel free to provide copies of this letter to your sales representative(s) to assist in their daily course of business.

If you have any questions, please contact our Procurement Department at 713-462-7708 or questions@esc4.net.

Sincerely,

Signed by:
Adam Tabor
A5A9F62707BB46B...
Adam Tabor
Procurement Director

To: Board of Directors

From: Jorgannie Carter

Date: August 26, 2025

Subject: Recommendation of Contract Award

Region 4 ESC held an RFP opening on May 29, 2025, for RFP # 25-04 Audio Visual Solutions and Services. There were eighteen (18) proposals submitted:

- Adorama Inc.
- American Sound & Electronics, Inc.
- Audio Enhancement, Inc.
- AVI-SPL LLC
- B&H Foto and Electronics Corp.
- Best Buy Stores, L.P.
- CompuNet, Inc.
- Conference Technologies, Inc.
- Dream Ranch LLC
- Ford Audio-Video Systems, LLC
- FORTE
- GMi Companies
- IES Communications, LLC
- Key Code Media, Inc.
- OneScreen NZS Inc.
- Southern Computer Warehouse Inc.
- Sweetwater Sound, LLC
- vCloud Tech Inc.

After careful review of all proposals, the Evaluation Team has determined that seven (7) companies demonstrated the ability to provide the products and services outlined in the solicitation while offering competitive pricing to the members.

CONSIDERATION

Award of annual contract in compliance with the bid laws of the State of Texas is recommended.

RECOMMENDATION

The Evaluation Team recommends the following companies for award based on their response:

Contract	Vendor	Term of Contract
Audio Visual Solutions and Services	AVI-SPL LLC B&H Foto and Electronics Corp. Best Buy Stores, L.P. Conference Technologies, Inc. Ford Audio-Video Systems, LLC FORTE Key Code Media, Inc.	Three (3) years with the option of two (2) one-year renewals

Support documentation has been attached for your reference.
Enclosure: Bid Tab Summary

25-04 Audio Visual Solutions and Services

Supplier	Rank	Score	EVALUATION CRITERIA AND WEIGHTS	Purchase Price	Reputation of Vendor and Goods/Services	Quality	Meet Region 4 needs	Long-term Cost
		100		35.00	5.00	20.00	30.00	10.00
B&H Foto and Electronics Corp.	1	90.00		33.00	5.00	17.50	26.50	8.00
AVI-SPL LLC	2	87.00		29.50	5.00	17.00	27.50	8.00
Best Buy Stores, L.P.	3	86.00		33.00	5.00	17.50	23.50	7.00
Ford Audio-Video Systems, LLC	4	86.00		32.50	5.00	18.00	23.50	7.00
Key Code Media, Inc.	5	85.00		31.00	5.00	16.50	24.00	8.50
FORTE	6	83.00		29.50	4.50	16.50	25.00	7.50
Conference Technologies, Inc.	7	83.00		31.50	4.50	16.00	22.50	8.50
CompuNet, Inc.	8							
American Sound and Electronics, Inc.	9							
IES Communications, LLC	10							
Sweetwater Sound LLC	11							
GMi Companies	12							
Southern Computer Warehouse Inc.	13							
Adorama Inc.	14							
Audio Enhancement, Inc.	15							
Dream Ranch LLC	16							
vCloud Tech Inc.	17							
OneScreen NZS Inc.	18							
		78.78		29.22	4.31	15.33	22.19	7.72

Region 4 Education Service Center

Contract # R250404

for

Audio Visual Products and Services

with

Conference Technologies, Inc.

(CTI)

Effective: October 1, 2025

The following documents comprise the executed contract between the Region 4 Education Service Center and Conference Technologies, Inc., effective October 1, 2025:

I. Vendor Contract and Signature Form
II. Executed Offer and Signature Form
III. Supplier's Response to the RFP, incorporated by reference

APPENDIX A

CONTRACT

*This Contract ("**Contract**") is made as of October 1, 2025, by and between **Conference Technologies, Inc.** ("**Contractor**") and Region 4 Education Service Center ("**Region 4 ESC**") for the purchase of Audio Visual Solutions and Services ("the products and services").*

RECITALS

WHEREAS, Region 4 ESC issued Request for Proposals Number 25-04 for ("RFP"), to which Contractor provided a response ("**Proposal**"); and

WHEREAS, Region 4 ESC selected Contractor's Proposal and wishes to engage Contractor in providing the services/materials described in the RFP and Proposal;

WHEREAS, both parties agree and understand the following pages will constitute the Contract between the Contractor and Region 4 ESC, having its principal place of business at 7145 West Tidwell Road, Houston, TX 77092.

WHEREAS, Contractor included, in writing, any required exceptions or deviations from these terms, conditions, and specifications; and it is further understood that, if agreed to by Region 4 ESC, said exceptions or deviations are incorporated into the Contract.

WHEREAS, this Contract consists of the provisions set forth below, including provisions of all attachments referenced herein. In the event of a conflict between the provisions set forth below and those contained in any attachment, the provisions set forth below shall control.

WHEREAS, the Contract will provide that any state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("**Public Agencies**") may purchase products and services at prices indicated in the Contract upon the Public Agency's registration with OMNIA Partners.

1) Term of agreement. The initial term of the Contract is for a period of **three (3) years** unless terminated, canceled, or extended as otherwise provided herein. Region 4 ESC shall have the right in its sole discretion to renew the Contract for additional terms up to **two (2) years** after the end of the initial term or for a lesser period of time as determined by Region 4 ESC by providing written notice to the Contractor of Region 4 ESC's intent to renew thirty (30) days prior to the expiration of the original term. Contractor acknowledges and understands Region 4 ESC is under no obligation whatsoever to extend the term of this Contract. In the event the proposal term, including renewals, ends before another proposal is executed, proposal prices and discounts may be extended on a month-to-month basis by mutual consent. Extensions are limited to the lesser of: a) six (6) additional monthly terms, or b) the time which is required to complete a new solicitation for the goods and services provided for in this solicitation. Notwithstanding the foregoing paragraph, the term of the Contract, including any extension of the original term, shall be further extended until the expiration of any Purchase Order issued within the Contract term for a period of up to one year beyond the Contract term.

2) Scope: Contractor shall perform all duties, responsibilities and obligations, set forth in this agreement, and described in the RFP, incorporated herein by reference as though fully set forth herein.

3) Form of Contract. The form of Contract shall consist of this Contract, any Purchase Order (or other similar document agreed to in writing by Region 4), Region 4's Standard Terms and Conditions for Procurement Solicitations, the RFP and any Addenda, Region 4's Electronic Bid Certifications, the Offeror's Best and Final Offer(s), as accepted by Region 4, and the Offeror's Proposal, as accepted by Region 4, each instrument incorporated herein by reference.

4) Order of Precedence. In the event of a conflict in the provisions of the Contract as accepted by Region 4 ESC, the following order of precedence shall prevail:

   i. This Contract,
   ii. Any Purchase Order (or other such similar document agreed to in writing by Region 4),
   iii. Region 4's Standard Terms and Conditions for Procurement Solicitations,
   iv. RFP and any Addenda,
   v. Region 4's Electronic Bid Certifications,
   vi. Offeror's Best and Final Offer, as accepted by Region 4, and
   vii. Offeror's proposal, as accepted by Region 4.

5) Commencement of Work. The Contractor is cautioned not to commence any billable work or provide any material or service under this Contract until Contractor receives a purchase order for such work or is otherwise directed to do so in writing by Region 4 ESC.

6) Entire Agreement (Parol evidence). The Contract, as specified above, represents the final written expression of agreement. All agreements are contained herein and no other agreements or representations that materially alter it are acceptable.

7) Assignment of Contract. No assignment of Contract may be made without the prior written approval of Region 4 ESC. Contractor is required to notify Region 4 ESC when any material change in operations is made (i.e., bankruptcy, change of ownership, merger, etc.).

8) Novation. If Contractor sells or transfers all assets or the entire portion of the assets used to perform this Contract, a successor in interest must guarantee to perform all obligations under this Contract. Region 4 ESC reserves the right to accept or reject any new party. A change of name agreement will not change the contractual obligations of Contractor.

9) Contract Alterations. No alterations to the terms of this Contract shall be valid or binding unless authorized and signed by Region 4 ESC.

10) Adding Authorized Distributors/Dealers. Contractor is prohibited from authorizing additional distributors or dealers, other than those identified at the time of submitting their proposal, to sell under the Contract without notification and prior written approval from Region 4 ESC. Contractor must notify Region 4 ESC each time it wishes to add an authorized distributor or dealer. Purchase orders and payment can only be made to the Contractor unless otherwise approved by Region 4 ESC. Pricing provided to members by added distributors or dealers must also be less than or equal to the Contractor's pricing.

11) TERMINATION OF CONTRACT

a) Cancellation for Non-Performance or Contractor Deficiency. Region 4 ESC may terminate the Contract if purchase volume is determined to be low volume in any 12-month period. Region 4 ESC reserves the right to cancel the whole or any part of this Contract due to failure by Contractor to carry out any obligation, term or condition of the contract. Region 4 ESC may issue a written deficiency notice to Contractor for acting or failing to act in any of the following:

i. Providing material that does not meet the specifications of the Contract;
ii. Providing work or material was not awarded under the Contract;
iii. Failing to adequately perform the services set forth in the scope of work and specifications;
iv. Failing to complete required work or furnish required materials within a reasonable amount of time;
v. Failing to make progress in performance of the Contract or giving Region 4 ESC reason to believe Contractor will not or cannot perform the requirements of the Contract; or
vi. Performing work or providing services under the Contract prior to receiving an authorized purchase order.

Upon receipt of a written deficiency notice, Contractor shall have ten (10) days to provide a satisfactory response to Region 4 ESC. Failure to adequately address all issues of concern may result in Contract cancellation. Upon cancellation under this paragraph, all goods, materials, work, documents, data and reports prepared by Contractor under the Contract shall immediately become the property of Region 4 ESC.

b) Termination for Cause. Conditions of cancellation are addressed in the General Terms and Conditions set forth by Region 4 ESC in the section titled “NON-PERFORMANCE /TERMINATION OF CONTRACT”.

c) Delivery/Service Failures. Failure to deliver goods or services within the time specified, or within a reasonable time period as interpreted by the purchasing agent or failure to make replacements or corrections of rejected articles/services when so requested shall constitute grounds for the Contract to be terminated. In the event Region 4 ESC must purchase in an open market, Contractor agrees to reimburse Region 4 ESC, within a reasonable time period, for all expenses incurred.

d) Force Majeure. Conditions of Force Majeure are addressed in the General Terms and Conditions set forth by Region 4 ESC in the section titled “FORCE MAJEURE”.

e) Standard Cancellation for Convenience. Region 4 ESC may cancel this Contract in whole or in part for convenience and without cause by providing written notice. Such cancellation will take effect 30 calendar days after Region 4 sends the notice of cancellation. After the 30th calendar day all work will cease following completion of final purchase order, provided that when Region 4 may in its sole discretion direct Contractor to cease performance of the contract at any time during the 30 day notice period, in which case Contractor shall discontinue any further charges to Region 4.

12) Licenses. Maintenance of licenses are addressed in the General Terms and Conditions set forth by Region 4 ESC in the section titled “LICENSES AND PERMITS; PERFORMANCE”.

13) Survival Clause. Conditions of survival are addressed in the General Terms and Conditions set forth by Region 4 ESC in the section titled “SURVIVAL”.

14) Delivery. Conforming products shall be shipped within 7 days of receipt of Purchase Order. If delivery is not or cannot be made within this time period, the Contractor must receive authorization for the delayed delivery. The order may be canceled by Region 4 if the estimated shipping time is not acceptable. All deliveries shall be freight prepaid, F.O.B. Destination and shall be included in all pricing offered unless otherwise clearly stated in writing.

15) Inspection & Acceptance. If defective or incorrect material is delivered, Region 4 ESC may make the determination to return the material to the Contractor at no cost to Region 4 ESC. The Contractor agrees to pay all shipping costs for the return shipment. Contractor shall be responsible for arranging the return of the defective or incorrect material.

16) Payments. Payment shall be made after satisfactory performance, in accordance with all provisions thereof, and upon receipt of a properly completed invoice.

17) Price Adjustments. Proposal prices must remain firm for at least one (1) calendar year from the proposal opening date, unless a deviation from this standard and purpose for the deviation is noted in the Vendor's response. Such deviations are subject to Region 4 ESC approval.. Price increases requested during the term of the contract may be granted at the sole discretion of Region 4 ESC. Should it become necessary or proper during the term of this Contract to make any change in design or any alterations that will increase price, Region 4 ESC must be notified immediately. Price increases must be approved by Region 4 ESC and no payment for additional materials or services, beyond the amount stipulated in the Contract shall be paid without prior approval. All price increases must be supported by manufacturer documentation, or a formal cost justification letter. Contractor must honor previous prices for thirty (30) days after approval and written notification from Region 4 ESC. It is the Contractor's responsibility to keep all pricing up to date and on file with Region 4 ESC. All price changes must be provided to Region 4 ESC, using the same format as was provided and accepted in the Contractor's proposal.

    Price reductions may be offered at any time during Contract. Special, time-limited reductions are permissible under the following conditions: 1) reduction is available to all users equally; 2) reduction is for a specific period, normally not less than thirty (30) days; and 3) original price is not exceeded after the time-limit. Contractor shall offer Region 4 ESC any published price reduction during the Contract term.

18) Audit Rights. Audit rights are addressed in the General Terms and Conditions set forth by Region 4 ESC in the section titled "RIGHT TO AUDIT".

19) Discontinued Products. If a product or model is discontinued by the manufacturer, Contractor may substitute a new product or model if the replacement product meets or exceeds the specifications and performance of the discontinued model and if the discount is the same or greater than the discontinued model.

20) New Products/Services. New products and/or services that meet the scope of work may be added to the Contract. Pricing shall be equivalent to the percentage discount for other products. Contractor may replace or add product lines if the line is replacing or supplementing products, is equal or superior to the original products, is discounted similarly or greater than the original discount, and if the products meet the requirements of the Contract. No products and/or services may be added to avoid competitive procurement requirements. Region 4 ESC may require additions to be submitted with documentation from Members demonstrating an interest in, or a potential requirement for, the new product or service. Region 4 ESC may reject any additions without cause.

21) Options. Optional equipment for products under Contract may be added to the Contract at the time they become available under the following conditions: 1) the option is priced at a discount similar to other options; 2) the option is an enhancement to the unit that improves performance or reliability.

22) Warranty Conditions. All supplies, equipment and services shall include manufacturer's minimum standard warranty and one (1) year labor warranty unless otherwise agreed to in writing. Longer warranty periods and other specifications may be required if indicated herein or through supplemental terms by Region 4.

23) Site Cleanup. Contractor shall clean up and remove all debris and rubbish resulting from their work as required or directed. Upon completion of the work, the premises shall be left in good repair and an orderly, neat, clean, safe and unobstructed condition.

24) Site Preparation. Contractor shall not begin a project for which the site has not been prepared, unless Contractor does the preparation work at no cost, or until Region 4 ESC includes the cost of site preparation in a purchase order. Site preparation includes, but is not limited to moving furniture, installing wiring for networks or power, and similar pre-installation requirements.

25) Registered Sex Offender Restrictions. For work to be performed at schools, Contractor agrees no employee or employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are or are reasonably expected to be present. Contractor agrees a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at Region 4 ESC's discretion. Contractor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge. This requirement is in addition to other provisions contained in this RFP related to criminal history information.

26) Safety measures. Contractor shall take all reasonable precautions for the safety of employees on the worksite and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Contractor shall post warning signs against all hazards created by its operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.

27) Smoking. Persons working under the Contract shall adhere to local smoking policies. Smoking will only be permitted in posted areas or off premises.

28) Stored materials. Upon prior written agreement between the Contractor and Region 4 ESC, payment may be made for materials not incorporated in the work but delivered and suitably stored at the site or some other location, for installation at a later date. An inventory of the stored materials must be provided to Region 4 ESC prior to payment. Such materials must be stored and protected in a secure location and be insured for their full value by the Contractor against loss and damage. Contractor agrees to provide proof of coverage and additionally insured upon request. Additionally, if stored offsite, the materials must also be clearly identified as property of Region 4 ESC and be separated from other materials. Region 4 ESC must be allowed reasonable opportunity to inspect and take inventory of stored materials, on or offsite, as necessary. Until final acceptance by Region 4 ESC, it shall be the Contractor's responsibility to protect all materials and equipment. Contractor warrants and guarantees that title for all work, materials and equipment shall pass to Region 4 ESC upon final acceptance.

29) Funding Out Clause. A Contract for the acquisition, including lease, of real or personal property is a commitment of Region 4 ESC's current revenue only. Region 4 ESC retains the right to terminate the Contract at the expiration of each budget period during the term of the Contract.

30) **INDEMNITY. CONTRACTOR SHALL PROTECT, INDEMNIFY, AND HOLD HARMLESS BOTH REGION 4 ESC AND ITS ADMINISTRATORS, EMPLOYEES AND AGENTS AGAINST ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES ARISING OUT OF OR RESULTING FROM THE ACTIONS OF THE CONTRACTOR, CONTRACTOR EMPLOYEES OR SUBCONTRACTORS IN THE PREPARATION OF THE SOLICITATION AND THE LATER EXECUTION OF THE CONTRACT. ANY LITIGATION INVOLVING EITHER REGION 4 ESC, ITS ADMINISTRATORS AND EMPLOYEES AND AGENTS WILL BE IN HARRIS COUNTY, TEXAS.**

31) Marketing. Contractor agrees to allow Region 4 ESC to use their name and logo within website, marketing materials and advertisement. Any use of Region 4 ESC name and logo or any form of publicity, inclusive of press releases, regarding this Contract by Contractor must have prior approval from Region 4 ESC.

32) Certificates of Insurance. Should the original or addended proposal solicitation identify insurance is required to perform a work, certificates of insurance shall be delivered to the Region 4 ESC prior to commencement of work. The Contractor shall give Region 4 ESC a minimum of ten (10) days' notice prior to any modifications or cancellation of policies. The Contractor shall require all subcontractors performing any work to maintain coverage as specified.

33) Legal Obligations. It is Contractor's responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services and shall comply with all laws while fulfilling the Contract. Applicable laws and regulation must be followed even if not specifically identified herein.

REGION 4 EDUCATION SERVICE CENTER
STANDARD TERMS AND CONDITIONS FOR PROCUREMENT SOLICITATIONS

These Standard Terms and Conditions for Procurement Solicitations ("Terms and Conditions" or "General Terms and Conditions"); the terms and conditions specified in REGION 4 EDUCATION SERVICE CENTER'S Contract with VENDOR; any Purchase Order (or other similar document agreed to in writing by Region 4); the procurement solicitation and any addenda, exhibits or forms to same ("RFP") (if any); the REGION 4 ESC Electronic Bid Certifications; and the portions of VENDOR'S proposal submitted in response to the RFP, including any best and final offers, that were accepted by REGION 4 ESC represent the basis for VENDOR to deliver the required goods and/or services. In the event of a conflict or inconsistency between or among the documents that form the entire agreement, the following order of precedence shall control: (1) the Contract; (2) any Purchase Order (or other similar document agreed to in writing by Region 4); (3) these Terms and Conditions; (4) the RFP and any Addenda; (5) Region 4's Electronic Bid Certifications; (6) VENDOR's Best and Final Offer, as accepted by Region 4; and (7) the portions of VENDOR'S proposal submitted in response to the RFP that were accepted by REGION 4 ESC. The Contract supersedes all prior offers, negotiations, exceptions, and understandings, whether oral or in writing.

GENERAL TERMS AND CONDITIONS

1 PROPOSAL PREPARATION

.1 **Contract for Purchase**

The Contract(sometimes referred to as "Contract" or "Agreement") constitutes a binding contract between REGION 4 Educational Service CENTER ("REGION 4 ESC", "REGION 4" or "CENTER") and the VENDOR ("VENDOR"), having submitted a proposal in response to a procurement solicitation issued by REGION 4 ESC and whose proposal has been accepted and awarded by REGION 4 ESC, to furnish the goods and/or services specified on the face of the Agreement. This Agreement shall govern each purchase by REGION 4 ESC from VENDOR and is part of the terms and conditions of any purchase order or other similar document agreed to in writing by Region 4 issued in connection with this solicitation.

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN ANY VENDOR FORM, PROPOSAL AND/OR OTHER DOCUMENTATION, THE TERMS AND CONDITIONS OF THE AGREEMENT AS INTEGRATED HEREIN SHALL BE CONTROLLING IN ALL INSTANCES. No pre-published terms on VENDOR'S order acknowledgments, invoices, or other forms shall have any force or effect. Acceptance of the VENDOR'S goods and/or services does not equal acceptance of any of the terms and conditions or other contractual provisions which may be stated in the VENDOR'S forms, proposals, and/or other documentation, except as specifically provided herein.

Notwithstanding anything to the contrary contained in these Terms and Conditions, upon the CENTER'S acceptance of a proposal, the VENDOR and the CENTER will have entered a binding contract. A solicitation/proposal does not become a contract unless and until it is accepted in writing by REGION 4 ESC after all necessary approvals, including any required approval by the REGION 4 ESC Board of Directors. The Agreement is enforceable from the time of the CENTER'S acceptance, without regard to the time of notification to the VENDOR of such acceptance.

.2 **Waiver of Preparation Costs and Claims**

By submitting a proposal, Offeror expressly agrees to waive any claim it has or may have against REGION 4 ESC, its directors, officers, its trustees, or agents arising out of or in connection with (1) the receipt, handling, administration, evaluation, recommendation of any proposal; (2) any requirements under the solicitation, proposal package, or related documents; (3) the rejection of any proposal or any part of any proposal; and/or (4) the award of a Contract, if any.

REGION 4 ESC shall not be responsible or liable for any costs incurred by Offerors or the successful Offeror in connection with responding to the RFP, preparing for oral presentations, preparing and submitting a proposal, entering or negotiating the terms of a Contract, or any other expenses incurred by an Offeror. The Offeror is wholly responsible for any such costs and expenses and shall not be reimbursed in any manner by REGION 4 ESC.

.3 **Confidentiality**

Trade secrets and confidential information in the proposals must be clearly identified. If a VENDOR believes that a proposal is, or parts of a proposal are confidential, then the business organization must specify. The VENDOR must stamp in bold letters or watermark the term “CONFIDENTIAL” on that part of the proposal that the bidder believes to be confidential. The successful proposal may be considered public information even though parts are marked confidential. Copyrighted proposals are unacceptable and will be disqualified as unresponsive.

.4 **Preparation Guidance**

A representative of the proposing entity authorized to enter into contracts on behalf of the proposing entity must manually sign proposals in ink or electronically, as applicable. The person signing the proposal must indicate their title along with their signature. Proposals received without proper signatures will not be considered. At times, more readily editable versions of documents will be provided where necessary to facilitate the ease of providing information back to the CENTER for all VENDORS. **ALL DOCUMENTS SET FORTH IN THIS PROPOSAL SOLICITATION SHALL REIGN OVER ALTERED VERSIONS PROVIDED BY THE PROPOSER UNLESS SUCH DEVIATIONS OR MODIFICATIONS ARE DOCUMENTED AND SWORN TO ON THE PRESCRIBED AND PROVIDED DEVIATION/COMPLIANCE/ACKNOWLEDGEMENT FORM INCLUDED IN THE PROPOSAL REQUEST AND ACCEPTED IN WRITING BY REGION 4.**

VENDORS or their authorized representatives are expected to fully inform themselves of the terms, conditions, requirements, and specifications of this invitation before submitting proposals. Failure to do so will be at the VENDOR’s own risk. The law makes no allowance for errors of omission or commission on the part of the proposal companies; furthermore, the VENDOR cannot secure relief on the plea of error or ignorance concerning any requirement included in the proposal invitation.

If a pre-proposal meeting is held, that information will be indicated on page one (1) of the Notice to Propose or indicated explicitly in the electronic bidding portal. VENDORS are welcome to attend the proposal opening via Zoom at the date and time indicated in this proposal solicitation; however, VENDOR presence is not required, and no weight or other consideration toward any award decision will be given to any VENDOR s’ attendance or absence at the proposal opening. The form and content of the proposal recaps will be at the sole discretion of the management and staff of REGION 4.

Proposals shall be submitted only on the forms provided by REGION 4. Deviations from the General Conditions and Specifications shall be conspicuously noted in writing by VENDOR and included in the proposal.

Small and Minority Firms, Women's Business Enterprises, and Labor Surplus Area firms are especially invited to submit proposals.

2 STATEMENT OF INCLUSION/APPLICABILITY

These General Terms and Conditions apply to all proposal invitations issued by REGION 4. By this inclusion, they become an integral part of any contract awarded or purchase order issued in association with this proposal invitation.

3 GENERAL TERMINOLOGY

Throughout this document, the terms “Member," "Participating Member," etc., are used interchangeably to mean "the collective, cooperative association and the related activities of the management and staff of REGION 4 and any one or all of its participating school entity or other cooperative members and their management and staff."

The section titles contained in these Terms and Conditions document are for convenience and reference only and in no way define, describe, extend, or limit the scope or intent of the provisions of any section of this document.

No number listing of factors, or organization of subject matter or criteria in this document constitutes an order of preference, precedence, or importance unless specifically stated to the contrary.

4 CONTRACT PERIOD

The term length for any contract resulting from any award under this proposal is stated in the Contract, RFP, Purchase Order or other Contract document, as applicable. Unless otherwise indicated in these Terms and Conditions, all proposal pricing will be firm throughout the Contract period.

5 ADDENDUMS

REGION 4 reserves the right to revise and amend the specifications before the date set for the bid opening. It is the responsibility of each VENDOR, before submitting their proposal, to review https://region4esc.ionwave.net to determine if any addendums have been issued.

If any changes to this proposal invitation occur after the original proposal invitation, the changes or corrections to this invitation will be made by addendum, and any updated information contained in any addendum will prevail over the information contained in the original proposal invitation or any previous addendum.

Each addendum will be sent to all entities that have received a copy of this proposal invitation. REGION 4 or their appointed representative is the sole authority for issuing any addendum related to this proposal. Any communications from any person or entity other than REGION 4 regarding any matters related to this proposal are invalid and will not influence this proposal invitation.

Each addendum must be acknowledged and signed by the VENDOR. The addendum acknowledgment form must be submitted along with the proposal submission before the bid opening date and time indicated the proposal solicitation.

6 CHANGES AND AMENDMENTS

This Agreement may be changed or amended only by the mutual agreement of the parties, in writing to be attached to and incorporated in this Agreement. No such changes or amendments shall have any effect unless and until a written amendment to this Agreement is executed by REGION 4 ESC’s Executive Director (or designee) after any necessary approvals have been obtained from the REGION 4 ESC Board of Directors.

7 REQUESTS FOR EXPLANATION/INTERPRETATION

Any explanation desired by a prospective VENDOR regarding the meaning or interpretation of any part of the proposal documents must be requested in writing to the REGION 4 ESC Procurement Contract Specialist identified in this solicitation at least five (5) REGION 4 ESC business days prior to the date set to receive proposals, in order to allow a response to reach all prospective VENDORS s before the submission of their proposals. Any REGION 4 ESC response, interpretation, correction, approval, supplemental instruction or change to the proposal documents will be made in the form of a written addendum and will be posted at the location where the original bid solicitation was accessed. Sole authority for issuing addenda shall be vested in the REGION 4 ESC Procurement Department. All interpretations and/or clarifications considered necessary by and approved by the CENTER in response to a prospective VENDOR'S written request will be issued by such addenda; verbal requests for clarification or additional information will not be addressed.

Receipt of any addenda issued by the CENTER shall be acknowledged by all prospective VENDORS s with their proposal submissions. The CENTER reserves the right to reject any proposal due to its failure to incorporate addenda, and the CENTER further reserves the rights: to waive any and/or all formalities, irregularities, and/or technicalities; to be the sole judge of quality and suitability; and to accept any proposal and/or to reject any or all proposals or part(s) of a proposal, without reason or cause. The issuance of the procurement solicitation in no way obligates REGION 4 ESC to award, enter into an agreement, or purchase any goods and/or services.

8 SPECIFICATIONS

Specifications have been developed by REGION 4 and are intended to give information on the type and kind of service requested. Catalog numbers, brand names, or manufacturer's product or reference numbers used in the item specifications are intended to be descriptive, not restrictive. These references, as well as "approved brands" listed, are intended to identify and indicate the type of product being sought and establish the level of quality desired. If any conflict exists in the item s VENDOR specifications between the product descriptions and any brand names, models, or reference numbers used, the product descriptions will override the brand names or model number references.

Most proposals on brands of equivalent nature and quality will be considered, provided a reputable manufacturer regularly produces them. However, in some cases, REGION 4 may find it advantageous to standardize equipment and supplies by the manufacturer to achieve efficiencies in procurement, repair, and operation, match existing stock, or satisfy other requirements. In these cases, the specific products identified as "approved brands" will be preferred, especially if all other evaluation factors are equal. For this reason, where particular brands or models are identified, the VENDOR should propose the specified item and an alternate brand or model where desired.

The apparent silence of the specifications as to any detail or the evident omission from any specification of a detailed description concerning any point shall be regarded as meaning that only the best commercial practices shall prevail. All interpretations of the specifications shall be made based on this statement.

If you discover or suspect an error in the item specifications in this proposal invitation, please note it as part of your response. We will attempt to correct errors for future proposal invitations.

9 CONTRACTOR'S RESPONSIBILITY

Before submitting a proposal, VENDORS shall carefully examine the specifications and related documents, visit the site(s) of the work and fully inform themselves as to all existing conditions and limitations, and shall include in the proposal a sum to cover the cost of all items included in the contract. The VENDOR, if awarded the contract, shall be allowed no extra compensation by reason of any matter or thing which the VENDOR might have or should have fully informed himself prior to the deadline. The submission of a bid indicates that the contractor has visited the site(s), familiarized themselves with the local conditions under which the work is to be performed, and correlated their observations with the requirements of the contract documents.

Supervise and direct the work and be solely responsible for all methods, techniques, procedures, and coordination of the work under this contract.

Initiate, maintain, and supervise safety precautions in connection with the work. The contractor shall obtain approval from the Facility Director for the location of equipment, supplies, and access during the work.

Take all precautions necessary for the safety of and provide protection to prevent damage, injury, or loss to:

- All employees on the premises and all other people who may be affected thereby.
- All the work and all materials to be incorporated therein, whether in storage on or off the site.
- All property at and adjacent to the sites, including trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities. All property damaged due to work operations shall be restored by the contractor to its original condition at no charge.
- Please comply with all applicable laws, ordinances, rules, regulations, and orders of all public authorities having jurisdiction for the safety of persons and property to protect them from damage, injury, and loss.
- Secure all necessary licenses and permits required to perform the work.
- All work shall take place in accordance with the contract documents, be completed in all parts, and be in accordance with approved practices and customs.

10 SUBCONTRACTORS

The VENDOR shall not subcontract services provided in this solicitation without prior written approval by REGION 4 ESC. If the CENTER gives written permission for VENDOR to use subcontractor(s) in the performance of any part of this Agreement, VENDOR shall ensure that each subcontractor complies with all provisions of this Agreement and shall be fully responsible to REGION 4 ESC for all acts and omissions of the subcontractors, just as VENDOR is responsible for VENDOR'S own acts and omissions. VENDOR shall require each subcontractor to maintain and to furnish VENDOR with satisfactory evidence of Workers Compensation, Employer's Liability, and such other forms and amounts of insurance which VENDOR deems reasonably adequate. VENDOR shall remain liable for the acts and omissions of such subcontractor(s) and the proper performance and delivery of all goods and services under this Agreement. Nothing in this Agreement shall create for the benefit of any such subcontractor any contractual relationship between REGION 4 ESC and any such subcontractor, nor shall it create any obligation on the part of REGION 4 ESC to pay or to see to the payment of any moneys due any such subcontractor except as may otherwise be required by law.

11 INSURANCE REQUIREMENTS

VENDOR shall comply with all of the CENTER'S insurance requirements. VENDOR shall carry and maintain in full force and effect, for the duration of this Agreement, the following insurance coverages, in the amount(s) set out in the sub-sections that follow and with responsible insurer(s) (rated A or better by A.M. Best) acceptable to the CENTER: Workers' Compensation; Employers' Liability; Commercial General Liability; Automobile Liability; and Umbrella Liability. VENDOR'S insurance coverage shall be in accordance with the following requirements:

.1 REGION 4 ESC shall be designated as an Additional Insured on the Commercial General Liability, Automobile Liability, and Umbrella Liability policies. In addition, REGION 4 ESC shall be named as an alternate employer on the workers' compensation policy.
.2 VENDOR shall cause the insurance policies to: provide that any losses will be payable notwithstanding any act or negligence of the CENTER or any other person; provide that the insurer will have no right of subrogation against REGION 4 ESC; and be reasonably satisfactory to the CENTER in all other respects.
.3 All of VENDOR'S insurance coverage shall be primary and non-contributory.
.4 All insurance policies required under this Agreement shall contain a provision that at least thirty (30) days' prior written notice shall be given to REGION 4 ESC in advance of the effective dates of any cancellation, reduction, modification, termination, material change, or non-renewal of such insurance policies.
.5 VENDOR shall maintain insurance coverage in the amounts specified by the CENTER. The VENDOR shall not commence any portion of the work under this Agreement until all the insurance required herein and certificates of such insurance have been filed with and approved in writing by REGION 4 ESC.
.6 There shall be a hold harmless agreement in which the VENDOR assumes liability on the Agreement and holds REGION 4 ESC harmless.
.7 The VENDOR shall purchase and maintain in force the following types and amounts of insurance for the performance of all of its obligations under this Agreement and provide REGION 4 ESC with a certificate(s) of insurance as evidence. Certificates of Insurance on the current ACORD form shall be issued to the CENTER prior to the start of work showing all required insurance coverage. Copies of such insurance documents shall be part of the Agreement documents, and the VENDOR shall maintain such in force throughout the term of its Agreement with the CENTER.
.8 Casualty Insurance and Securities-Minimum Requirements:
   a. Successful VENDOR must maintain workers' compensation coverage for employees as required by all applicable Federal, State, Maritime, and local laws, as well as Employer's Liability with required statutory limits per accident.
   b. Comprehensive-General Liability Insurance (Occurrence basis only - Bodily Injury and Property Damage): Each Occurrence - $1,000,000; Aggregate - $2,000,000
   c. Comprehensive Automobile Liability Insurance- Business (Commercial) Automobile Liability Insurance*: Bodily Injury and Property Damage covering all owned, non-owned and hired vehicles:
   d. Bodily Injury and Property Damage Combined Single Limit: $1,000,000
   e. Umbrella Liability Insurance (Excess): $1,000,000

No deletions/exclusions from standard coverage form shall be allowed without the prior written consent of REGION 4 ESC's CHIEF FINANCIAL OFFICER, or designee. The VENDOR shall have ten (10) REGION 4 ESC business days from the date of the award of the Agreement to furnish the REGION 4 ESC Procurement Department the required insurance certificates. No work shall commence until a copy of VENDOR'S current insurance certificate(s) is/are received at and approved in writing by the REGION 4 ESC Procurement Department, 7145 West Tidwell Road, Houston, Texas 77092.

When insurance is required, the above limits are the minimum required by REGION 4 ESC. REGION 4 ESC reserves the right to require additional coverages and/or higher limits to be carried by VENDOR as specified in the procurement solicitation documentation, as deemed desirable by REGION 4 ESC, depending on the type of project.

12 PROPOSAL EVALUATIONS AND AWARDS

All proposals received in response to this proposal invitation, which are submitted in accordance with the instructions and restrictions contained in the section entitled "Proposal Preparation," will initially be considered for award; however, initial consideration of any proposal will not constitute an assessment of its meeting the necessary qualifications, and any proposal may be disqualified at any time during the process of evaluating proposals for failure to meet any other terms or conditions contained anywhere else in the proposal invitation.

REGION 4 reserves the right to waive any or all proposing irregularities, formalities, or other technicalities, to be the sole and independent judge of quality and suitability of any products offered, and may accept or reject any proposal in its entirety, or may reject any part of any proposal without affecting the remainder of that proposal, and may award the individual items on this proposal in any combination or in any way to best serve the interests of its Members as it perceives those interests to be in its sole discretion.

REGION 4 reserves the right to award contracts to multiple VENDORS. The fact that REGION 4 may make multiple awards should be taken into consideration when responding to this proposal. This is a non-exclusive contract; REGION 4 reserves the right to obtain goods and services from another source as the CENTER deems most advantageous.

REGION 4 ESC does not purchase on the basis of low prices alone. REGION 4 ESC represents that it has considered each of the criteria in Texas Education Code § 44.031(b), thereby fulfilling Section 44.031(b)'s requirement that it "shall consider" the criteria listed in 44.031(b); in accordance with Module 5 of the TEA FASRG and applicable federal laws,[1] REGION 4 ESC has determined which criteria should be considered most important and has assigned weights/points to each criterion based on its importance as outlined in the procurement solicitation. In considering a contract for award, the CENTER may evaluate aspects of the following, as permitted by applicable law:

- Purchase price;
- the reputation of the VENDOR and of the VENDOR'S goods or services;
- the quality of the VENDOR'S goods or services;
- the extent to which the goods or services meet the CENTER'S needs;
- the VENDOR'S past relationship with the CENTER;
- the impact on the ability of the CENTER to comply with laws and rules relating to historically underutilized businesses;
- the total long-term cost to the CENTER to acquire the VENDOR'S goods or services;
- for a contract for goods and services, other than goods and services related to telecommunications and information services, building construction and maintenance, or instructional materials, whether the VENDOR or the VENDOR'S ultimate parent company or majority owner:
    - has its principal place of business in this state; or
    - employs at least 500 persons in this state; and
- any other relevant factor specifically listed in the request for bids or proposals.

The CENTER may choose to contract with a single or multiple VENDORS as necessary to obtain the contract mix that is most advantageous. It may be necessary for REGION 4 ESC to establish a competitive range of acceptable responses as part of the evaluation process, or to establish weights for criteria. Such additions, subtractions, or changes to evaluation criteria would be declared elsewhere in the proposal and would supersede this section. If a competitive range is established, responses failing to score in the competitive range may not receive further award consideration.

It is understood that REGION 4, through its management and its Members, may use all means at their collective disposal to evaluate the proposals received on these criteria and the final decision as to the best overall offer, both as to price and to the suitability of the products and services offered to fit the needs of the members of REGION 4, will rest solely with the Board of Directors of REGION 4.

The successful VENDOR(s) will be notified by "Notice(s) of Award" issued by the management of REGION 4.

[1] As a general rule, ESCs and LEAs may not apply geographic preferences for procurements involving federal funds. See 2 C.F.R. § 200.319.

13 QUANTITIES

Quantities reflected in this proposal invitation are estimates based upon the projected needs for REGION 4 during the contract period. Quantities are the best estimate of anticipated needs available at the time of publication of this proposal invitation, but the accuracy of these estimated quantities may be affected by numerous factors including, but not limited to, budgetary adjustments, changing market forces, unintentional errors or omissions, and new construction. Actual needs may be greater or less than the estimated quantities provided.

REGION 4 reserves the right to increase or decrease the order at the same unit price or decrease quantities as funding and needs vary throughout the contract term. VENDORS at the close of the contract period agree not to hold REGION 4 liable for any inaccuracies in estimated quantities.

14 PRICING/ESCALATION/DE-ESCALATION

The request for proposal process provides for full competition among proposals and allows for negotiation with the supplier(s) to obtain the best product and service at the best price. **Under requests for proposals, changes in the nature of a proposal and in prices may be negotiated after proposals are opened.** REGION 4 will evaluate proposals and select the VENDOR offering the most advantageous proposal. Since proposal pricing can be negotiated and is subject to change, no pricing information will be revealed at the public opening. All participating VENDORS will be given the same opportunity if negotiations are started unless otherwise directed by law. The REGION 4 evaluation committee will be the only deciding body in making the decision to negotiate or not to negotiate.

Proposal prices must remain firm for at least one (1) calendar year from the proposal opening date, unless a deviation from this standard and purpose for the deviation is noted in the Vendor's response. Such deviations are subject to Region 4 ESC approval. Price increases requested during the term of the contract may be granted at the sole discretion of Region 4 ESC.

No escalation of cost changes in contracted prices or increased rates will be added during the contract period. **Exceptions will be considered at Region 4's discretion if there are state-mandated increases that will affect all applicable VENDORS equally.** The awarded VENDOR agrees not to sell the same product or service at a lower cost to another customer without offering the same pricing discount to REGION 4. In the event that a lower price is provided through any other RFP in the state, REGION 4 will receive that lower price as well.

New technology and products that meet the scope of work may be added to the existing contract. Pricing shall be equivalent to the percentage discount of other products offered. VENDOR may replace or add product lines to an existing contract if the line is replacing or supplementing products on contract, is superior to the original products offered, is discounted in a similar or to a greater degree, and if the products meet the requirements of the original solicitation. No products may be added to avoid competitive procurement procedures. REGION 4 may reject any additions without cause.

If there is a discrepancy between the unit cost and the total price, the unit cost will stand as the proposal price. The unit cost will be considered the price by weight or the cost whichever is applicable. The unit cost will only be the case price if the package quantity throughout the industry is standardized.

15 TAX

REGION 4 and Participating Members are public jurisdictions that are exempt from sales, excise, and use taxes. REGION 4 and Participating Members, upon individual requests, will provide tax exemption certificates for the VENDOR. Unless otherwise specified in this proposal invitation, sales tax will only be included in any proposal response or invoice submitted by any VENDOR if the VENDOR has requested a tax exemption certificate from the CENTER in writing and failed to receive the same within a reasonable period of time. The limited sales, excise, and use tax laws recognize the inclusion of tax exemption information as part of a purchase order document to be as binding as if it had been submitted separately, and by responding to this proposal invitation, the VENDOR agrees to accept tax exemption information in such form.

16 WITHDRAWALS OR MODIFICATION OF PROPOSAL

Subject to the restrictions discussed below, REGION 4 will consider a written request from any VENDOR that the VENDOR be allowed to withdraw any proposal submitted, but only in its entirety, and only until the due date and time for proposal submission as stated in the request for proposal included with this proposal invitation. A representative of the proposing entity who is authorized to enter into contracts on behalf of the proposing entity must manually sign any request for the withdrawal of any proposal in ink, and the person signing the request must indicate their title along with their signature. No proposal may be withdrawn after the date and time that proposals are due as specified in the RFP. Only proposals that have been submitted consistent with the instructions relating to packaging and labeling of the proposal will be considered for withdrawal.

If there is any question in the mind of the management or staff of REGION 4 regarding the identity of the proposal or the identity of the VENDOR relating to any request for the withdrawal of any proposal, REGION 4 will refuse to allow the withdrawal of the proposal. Withdrawal of any proposal allowed by REGION 4 will require the completion and signature of a written receipt by the VENDOR’s representative satisfactory to the management or staff of REGION 4 before the proposal is released. The decision of the management or staff of REGION 4 relating to any matters concerning proposal withdrawal will be final.

If a VENDOR requests to withdraw a proposal and REGION 4 allows the withdrawal of the proposal, the VENDOR may resubmit the proposal, or submit a new proposal, up until the due date and time for proposal submission as stated in the RFP included with this proposal invitation, provided any new submission meets all the qualifications of proposal submission included in these General Terms and Conditions.

If a VENDOR resubmits a proposal that was withdrawn and makes changes to any document in the proposal package, an authorized agent of the proposing entity must indicate alterations made to any proposal document.

All proposals in the possession of REGION 4 at the time proposals are due shall be deemed final, conclusive, and irrevocable, and no proposal shall be subject to withdrawal, amendment, or correction after the due date and time for proposal submission as stated in the RFP included with this proposal invitation.

17 DEVIATIONS FROM SPECIFICATIONS OR TERMS/CONDITIONS

Any and all limitations, exceptions, qualifications, special conditions, or deviations from these General Terms and Conditions or any of the item specifications, including the offering of any alternate to the "approved brand and/or model" (where identified) must be clearly noted in detail by the VENDOR at the time of submission of the proposal. The absence of such limitations, exceptions, qualifications, special conditions, or deviations being submitted in writing with the VENDOR’S response will hold the VENDOR accountable to REGION 4 and its Members to perform in strict accordance with all these General Terms and Conditions and all the item specifications as written, including any "approved brands and/or models" identified. The VENDOR should be aware that the submission of any such limitations, exceptions, qualifications, special conditions, or deviations with the proposal response may place the VENDOR at a competitive disadvantage or otherwise prevent REGION 4 from considering the proposal on the affected item(s).

Any deviation from any of the item specifications, including the delivery of any product other than the specific brand and model of the product awarded, will be grounds for rejection of the product(s) when delivered, and will expose the VENDOR to the remedies identified in the section entitled "Non-Performance/Termination of Contract" and may jeopardize future business from the CENTER.

18 CONTRACTS AND PURCHASE ORDERS

A response to this proposal invitation is an offer to contract with REGION 4 and its Members based on the item specifications and the General Terms and Conditions contained in the proposal invitation. Proposals do not become contracts until they are accepted by REGION 4 through an award notice to the VENDOR and put into effect by the issuance of a purchase order(s) signed by an authorized representative of REGION 4. Purchase orders will be delivered by facsimile, emailed or mailed to the VENDOR. All deliveries and financial transactions will occur directly between the VENDOR and REGION 4.

All contracts and agreements between vendors and REGION 4 shall strictly adhere to the statutes as set forth in the Uniform Commercial Code as last amended.

19 NON-PERFORMANCE/TERMINATION OF CONTRACT

Termination of this Agreement will take place under the following conditions:

- **Termination by REGION 4 ESC**, if the VENDORS refuses or fails to comply, or proceeds in a manner that does not comply, with the Agreement, or otherwise breaches any provision of the Agreement, and fails to cure the default as set forth below.
- **Termination by REGION 4 ESC**, if the VENDOR does not carry out the provisions of this Agreement in its true intent and meaning as specified in the scope of work and fails to cure the default as set forth below.
- **Termination by REGION 4 ESC**, if the VENDOR does any of the following and fails to cure the default as set forth below: fails to make progress; fails to provide the goods or perform the services within the time period specified or any written extension thereof; breaches any provision of the Agreement , the procurement solicitation, and/or a purchase or work order; fails to make payment(s) owed; or defaults in whole or in part.
- **Termination by REGION 4 ESC**, if the VENDOR charges increased rates that are not agreed to in advance or as specified herein.
- **Termination by REGION 4 ESC**, if the VENDOR becomes insolvent, enters voluntary or involuntary bankruptcy or receivership proceedings, or makes an assignment for the benefit of creditors.
- **Termination by REGION 4 ESC**, if the VENDOR is in violation of any federal, state, or local law.
- **Termination by REGION 4 ESC** due to budgetary requirements, including, but not limited to, as set forth in the section of these terms and conditions entitled “Funding Out Clause.”
- **Termination by Region 4 for Convenience** - Unless specifically stated otherwise in the procurement solicitation, this Agreement may be terminated for any reason, with or without cause, by Region 4 by giving thirty (30) business days' written notice to the VENDOR. Region 4 may further direct VENDOR to cease providing all products and services during the interim notice period prior to such termination, and upon receipt of such written notice from Region 4, VENDOR shall immediately discontinue same and Region 4 shall incur no additional charges from the time forward.

In the event of a breach or default of the Agreement and/or the procurement solicitation by VENDOR, REGION 4 ESC reserves the right to enforce the performance of the Agreement and/or the procurement solicitation in any manner prescribed by law or deemed to be in the best interest of REGION 4 ESC. REGION 4 ESC’s right to require strict performance of any obligation in the Agreement will not be affected by any previous waiver, forbearance, or course of dealing.

Upon VENDOR'S default of obligation to the Agreement, VENDOR will be served notice to provide satisfactory compliance to the Agreement without penalty. If the VENDOR neglects or refuses to follow such notice and fails to cure the default within ten (10) business days, REGION 4 ESC will have the right (without limiting any other rights or remedies that it may have in the Agreement or by law) to terminate the Agreement with five (5) calendar days' prior written notice to VENDOR. REGION 4 ESC will then be relieved of all obligations, except to pay for VENDOR'S prior acceptable performance as set forth below. In the event of VENDOR'S default, REGION 4 ESC is expressly authorized to obtain the goods and/or services that would have been provided by VENDOR under this Agreement from an alternative source. VENDOR shall be held liable to REGION 4 ESC for all losses, costs, and/or expenses (including those exceeding the Agreement price) sustained by REGION 4 ESC as a result of VENDOR'S failure to conform to this Agreement, including, but not limited to, those losses, costs, and expenses that REGION 4 ESC incurs in completing or procuring the services and/or goods as provided for in the Agreement. In the event the Agreement is terminated, REGION 4 ESC reserves the right to award the Agreement to another VENDOR at its sole discretion, and/or to obtain comparable goods and/or services elsewhere and either deduct the costs of obtaining such services from any amount owed VENDOR or VENDOR shall reimburse the CENTER for such costs incurred by the CENTER.

In the event of early termination, including for convenience, the CENTER will make payment only for goods and services rendered and accepted by the CENTER through the effective date of the Agreement's termination, at a cost not exceeding the Agreement rate and subject to any claims, costs and expenses incurred by REGION 4 ESC as a result of VENDOR'S default. The CENTER will be responsible for payment for only those goods and services that have been accepted by the CENTER up to the termination date. The CENTER is entitled to a pro-rata refund for any goods and/or services for which the CENTER has paid but which have not yet been provided by VENDOR or accepted by the CENTER.

In the event this Agreement is terminated because of a violation or breach of the Agreement's terms by the VENDOR, the CENTER shall be entitled to all administrative, contractual, and legal remedies, including sanctions and penalties.

VENDOR agrees that REGION 4 ESC shall not be liable for damages in the event that REGION 4 ESC declares VENDOR to be in default or breach of this Agreement and/or the procurement solicitation. VENDOR further agrees that upon termination of the Agreement for any reason, VENDOR shall, in good faith and with reasonable cooperation, aid in the transition to any new arrangement and/or VENDOR.

20 FORCE MAJEURE

The parties to this Agreement may be excused from performance hereunder during the time and to the extent that they are prevented from performance due to an act of God, fire, strike or lockout, or other occurrences which are reasonably beyond such party's control, when satisfactory evidence thereof is presented to the other party and provided that such non-performance is not due to the fault of the non-performing party. The parties to this Agreement are required to use due caution and preventive measures to protect against the effects of force majeure, and the burden of proving that a force majeure event has occurred shall rest on the party seeking relief under this provision. Neither party shall have any claim for damages against the other resulting from delays caused solely by force majeure. Notwithstanding any other provision of this Agreement, in the event the VENDOR'S performance of its obligations under this Agreement is delayed or stopped by a force majeure event, REGION 4 ESC shall have the option to terminate this Agreement. This section shall not be interpreted as to limit or otherwise modify any of REGION 4 ESC's contractual, legal, or equitable rights.

21 NON-COLLUSION CERTIFICATION

By signing this proposal, the VENDOR certifies that, to the best of their knowledge:

- Neither the VENDOR nor any business entity represented by the VENDOR has received compensation for participation in the preparation of the item specifications or the General Terms and Conditions related to this proposal invitation.
- This proposal has been arrived at independently and is submitted without collusion with any other VENDOR, with any competitor or potential competitor, or with any other person or entity to obtain any information or gain any special treatment or favoritism that would in any way limit competition or give any VENDOR an unfair advantage over any other VENDOR with respect to this proposal.
- The VENDOR has not accepted, offered, conferred, or agreed to confer, and will not in the future accept, offer, confer, or agree to confer, any benefit or anything of value to any person or entity related to REGION 4 or any of its Members in connection with any information or submission related to this proposal, any recommendation, decision, vote, or award related to this proposal, or the exercise of any influence or discretion concerning the sale, delivery, or performance of any product or service related to this proposal.
- Neither the VENDOR, nor any business entity represented by the VENDOR, nor anyone acting for such business entity, has violated the Federal Antitrust Laws or the antitrust laws of this State with regard to this proposal, and this proposal has not been knowingly disclosed, and will not be knowingly disclosed to any other VENDOR, competitor, or potential competitor prior to the opening of proposals or proposals for this project.
- No attempt has been or will be made to influence any other person or entity to submit or to not submit a bid or proposal response.
- The person signing this bid proposal agrees to the accuracy regarding the statements contained in this document.

22 NO ASSIGNMENT

Neither this Agreement nor any right, interest, duty, obligation, or responsibility of VENDOR to furnish the goods and/or services specified in this Agreement shall be subcontracted, assigned, transferred, mortgaged, pledged, or otherwise delegated, disposed of, or encumbered in any way by the VENDOR without the prior written acknowledgment and approval of REGION 4 ESC. Any attempted assignment of this Agreement by VENDOR shall be null and void. In the event REGION 4 ESC approves of any assignment, VENDOR shall have full responsibility for the completion and performance of all services and the delivery of all goods awarded to VENDOR pursuant to this Agreement.

No purchase or work order made as a result of this Agreement may be transferred, assigned, subcontracted, mortgaged, pledged, or otherwise disposed of or encumbered in any way by VENDOR without the prior written approval of REGION 4 ESC.

VENDOR is required to notify REGION 4 ESC when any material change in operations occurs, including but not limited to, changes in distribution rights for awarded products, bankruptcy, material changes in financial condition, change of ownership, and the like, within three (3) business days of such change.

23 CERTIFICATIONS REGARDING LEGAL AND ETHICAL MATTERS

.1 VENDOR has read and understands all the General Terms and Conditions in this document, and agrees to be bound by them, and is authorized to submit proposals on behalf of their entity.

.2 The VENDOR has noted any and all relationships that might be conflicts of interest and included such information with their proposal response.

.3 The proposal submitted conforms to all item specifications, these General Terms and Conditions, and any other instructions, requirements, or schedules outlined or included in this proposal invitation.

.4 If this proposal is accepted, in whole or in part, the proposing entity will furnish any item(s) awarded to them under this proposal invitation to REGION 4 at the price proposal, and in accordance with the item specifications and the terms and conditions contained in this proposal invitation.

.5 The proposing entity has, or has the ability to obtain, such financial and other resources, including inventories, as may be required to fulfill all the responsibilities associated with this proposal.

.6 The proposing entity has a high degree of integrity and business ethics, and a satisfactory record of performances, and has not been notified by any local, state, or federal agency with competent jurisdiction that its standing in any matters whatsoever would preclude it from participating in this proposal, it would in no other way whatsoever be disqualified to proposal or receive any award or contract related to this proposal, and the VENDOR will comply with any reasonable request from REGION 4 to supply any information sufficient to substantiate the proposing entity's ability to meet these minimum standards.

.7 The VENDOR has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted bid.

.8 The VENDOR is not currently delinquent in the payment of any franchise tax owed to the State of Texas.

.9 The proposing entity has identified and disclosed in this written proposal response any and all known or suspected matters that would disqualify it from participating in this proposal or receiving any award or contract related to this proposal, recognizing that the VENDORS failure to identify and disclose in this proposal response any such matters which do exist is a material breach of contract which will void the submitted proposal or any resulting contracts, and subject the proposing entity to be removed from all proposal lists, and possible criminal prosecution.

.10 The proposing entity has obtained and will continue to maintain, during the entire term of this contract, all permits, approvals, or licenses necessary for the lawful performance of its obligations under this contract.

.11 The prices, prompt payment discount terms, delivery terms, distribution allowances, and the quality and/or performance of the products and services offered in the proposal response are and will remain the same or better than those offered to the VENDOR's most favored customer under equivalent circumstances.

.12 The proposing entity will comply with all laws relating to intellectual property, will not infringe on any third party's intellectual property rights, and will indemnify, defend, and hold REGION 4 and its Members harmless against any claims for infringement of any copyrights, patents, or other infringements related to its activities under this contract.

.13 The proposal submitted complies with all federal, state, and local laws concerning these types of products or services, and the proposing entity will continue to comply with any applicable federal, state, and local laws related to the proposing entity's activities in connection with this contract.

.14 The proposing entity will maintain, at the proposing entity's expense, any insurance necessary to protect REGION 4 and its Members from all claims for bodily injury, death, or property damage that might arise from the performance by the proposing entity or the proposing entity's employees or its agents of any service required of the proposing entity under this contract; however, the existence of such insurance will not relieve the proposing entity of full responsibility and liability damages, injury, death, or loss as described or as otherwise provided for by law.

.15 Neither REGION 4 nor any of its Members shall be liable to the VENDOR for any damages (including, but not limited to, loss of profits or loss of business, or any special, consequential, exemplary, or incidental damages) in the event that REGION 4 declares the VENDOR in default.

.16 VENDOR understands that signing the proposal with any false statement is a material breach of contract which will void the submitted proposal or any resulting contracts and subject the VENDOR to removal from all proposal lists, and possible criminal prosecution.

.17 Unless otherwise provided for in this proposal invitation, any written notice or other communication required by this proposal or by law will be conclusively deemed to have been given and received on the second business day after such written notice has been deposited in the U.S. Mail, properly addressed, and with sufficient postage affixed thereto, provided such notice shall not prevent the giving of actual notice in any other manner. Such notice shall also be deemed to be delivered to Vendor upon sending an email to the Vendor’s email address provided in the Vendor’s response to the RFP or at such other email address provided by Vendor.

24 EQUAL EMPLOYMENT OPPORTUNITY (EEO) DISCLOSURES

By submission of a proposal, the VENDOR agrees that in the performance of any contract resulting from any award under this proposal, the proposing entity will comply with all applicable equal employment opportunity laws and regulations, including, but not limited to an agreement not to deny any benefit to, exclude from any opportunity, or discriminate in any way against, any applicant, employee, or any other person because of age, color, creed, gender, handicapping condition, marital status, national origin, political affiliation or belief, race, religion, or veteran status.

The proposing entity agrees that during the period of any contract resulting from any award under this proposal invitation will remain, in compliance with Executive Order 11246, entitled "Equal Employment Opportunity" as amended by Executive Order 11375, and as supplemented in Department of Labor Regulations (41CFR Part 60).

The occurrence of any prohibited discrimination will constitute VENDOR's breach of contract due to a substantial failure by the VENDOR to fulfill its obligations, whereupon REGION 4 may terminate the VENDOR's contract for cause as provided by section entitled "Non-Performance/Termination of Contract."

25 OWNERSHIP OF AND RIGHTS TO USE COPYRIGHTED MATERIALS

The VENDOR hereby covenants and warrants that the VENDOR is the owner of and/or has full right and authority to use all of the copyrights incorporated in the scope of the work. The VENDOR agrees that the VENDOR will not contest REGION 4's right to use any copyrighted material within the scope of work and that the VENDOR will not contest the validity of any copyright arising out of the scope of work performed in accordance with this agreement. **VENDOR SHALL INDEMNIFY REGION 4 FOR ANY CLAIMS OR DAMAGES ARISING FROM ANY THIRD-PARTY ALLEGATION THAT REGION 4'S USE OF ANY SUCH MATERIALS ARE A BREACH OF SUCH PARTIES INTELLECTUAL PROPERTY RIGHTS.**

26 DISPUTES/VENUE/ATTORNEYS' FEES

This contract shall be governed by REGION 4 ESC and VENDOR shall have all remedies afforded each by the Uniform Commercial Code, as adopted in the State of Texas, except as otherwise provided in this contract or in statutes pertaining specifically to the State. This contract shall be governed by the laws of the State of Texas, and suits pertaining to this contract may be brought only in the courts of the State of Texas in Harris County.

The prevailing party in any adjudication relating to or arising out of this Agreement shall be awarded all reasonable and necessary attorneys' fees and costs.

27 WAIVER

No claims or rights arising out of a breach of this contract can be discharged in whole or part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party.

28 INTERPRETATION – PAROLE EVIDENCE

The parties intend this writing as a final expression of their agreement and a complete and exclusive statement of the terms of their agreement. No course of prior dealing between the parties and no usage of the trade shall be relevant to supplement or explain any terms used in this agreement. Acceptance of acquiescence in a course of performance rendered under this agreement shall not be relevant to determine the meaning of this agreement even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection. Whenever a term defined by the Texas Business & Commerce Code is used in this agreement, the definition contained in the Code shall be controlling.

29 RIGHT TO ASSURANCE

Whenever one party to the contract in good faith has reason to question the other party's intent to perform he may demand that the other party give written assurance of his intent to perform. In the event that a demand is made and no assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of the contract.

30 FUNDING OUT CLAUSE (NON-APPROPRIATION)

Renewal of this Agreement or continuation beyond the current fiscal year, if any, will be in accordance with Texas Local Government Code § 271.903 concerning non-appropriation of funds for multi-year contracts. Notwithstanding any other provision of this Agreement or obligation imposed on REGION 4 ESC by this Agreement, REGION 4 ESC shall have the right to terminate this Agreement without default or liability to VENDOR resulting from such termination, effective as of the expiration of each budget period of REGION 4 ESC if it is determined by REGION 4 ESC, in REGION 4 ESC's sole discretion, that there are insufficient funds to extend this Agreement. The parties agree that this Agreement is a commitment of REGION 4 ESC's current revenue only. Notwithstanding anything to the contrary in this Agreement, the CENTER is obligated to make payments only as approved each year by the CENTER'S Board of Directors. The CENTER'S Board of Directors retains the right to terminate this Agreement at the expiration of each budget period of the CENTER. To the extent that the CENTER will use federal grant funds to fulfill its obligations under this Agreement, VENDOR acknowledges that federal funds will be used to pay for all or a portion of funds due under this Agreement and that this Agreement is only effective upon receipt of the Notice of Grant Award ("NOGA") by the CENTER from the awarding agency. As such, if the CENTER does not receive sufficient funding for the services provided in this Agreement, the CENTER may terminate this Agreement without penalty or further obligation to VENDOR, at any time upon written notice to VENDOR.

31 RELATIONSHIP OF PARTIES

It is the intention of the parties that VENDOR be an independent contractor and not an employee, agent, joint venturer, or partner of the CENTER. REGION 4 ESC and VENDOR acknowledge that they do not have a continuing relationship, and that this Agreement is intended only to create a limited relationship for the specific purposes of providing the goods and/or services referenced in this Agreement. Neither party shall have any power or authority to bind or commit, or to assume or create any obligation or responsibility on behalf of, the other party in any respect, contractually or otherwise, to any third party. In the event this Agreement requires the VENDOR'S performance of services by VENDOR'S employees, or persons under contract to VENDOR, to be done on REGION 4 ESC property, the VENDOR agrees that all such work shall be done as an independent contractor and that the persons doing such work shall not be considered employees of REGION 4 ESC. In no event shall either party, or any of its respective officers, agents, or employees, be considered the officers, agents, or employees of the other party. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee, a joint venture, merger, or any business partnership between the CENTER and either VENDOR or any employee or agent of VENDOR. VENDOR agrees that the CENTER has no responsibility for any conduct of any of VENDOR'S staff, participants, visitors, employees, agents, representatives, personnel, contractors, subcontractors, invitees, or licensees. VENDOR assumes full responsibility for the actions of its staff, participants, visitors, employees, agents, representatives, personnel, contractors, subcontractors, invitees, and licensees while performing any services incident to this Agreement and shall remain solely responsible for their supervision, daily direction and control, payment of salary (including withholdings), workers' compensation, disability benefits, and like requirements and obligations. As an independent contractor, VENDOR will be solely responsible for determining the means and methods for performing the Services and shall furnish all tools, materials, transportation, and personal incidentals necessary in the performance of the Services. VENDOR shall be responsible for any and all applicable social security and personal income taxes that may become due as a result of any payments made by the CENTER hereunder and VENDOR shall indemnify and hold the CENTER harmless in this regard.

32 INTELLECTUAL PROPERTY

This Agreement shall not be constructed to convey any rights of ownership or any other license, right, title or interest in the other Party's trademarks, copyrights, video programs, curriculum, documents, patents or any other intellectual property.

33 RIGHT TO AUDIT

REGION 4 ESC reserves the right to audit the accounting for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. REGION 4 ESC shall have the authority to conduct random audits of VENDOR'S pricing that is offered at REGION 4 ESC's sole cost and expense. Notwithstanding the foregoing, in the event that REGION 4 ESC is made aware of any pricing being offered that is materially inconsistent with the pricing under this agreement; REGION 4 ESC shall have the ability to conduct an extensive audit of VENDOR'S pricing at VENDOR'S sole cost and expense. REGION 4 ESC may conduct the audit internally or may engage a third-party auditing firm. In the event of an audit, the requested materials shall be provided in the format and at the location designated by REGION 4 ESC.

34 PROPOSAL ACCEPTANCE

The period for acceptance of this proposal will be sixty (60) calendar days unless the VENDOR indicates a different period.

35 PAYMENT

Prior to authorizing payment to Contractor, REGION 4 shall evaluate Contractor's performance using the performance standards set forth in all documents constituting this Contract. Contractor shall provide invoices to REGION 4 for Commodities/Services provided/performed. Invoices must be submitted not later than the 15th day of the month after the Services are completed. No payment whatsoever shall be made under this contract without the prior submission of detailed, correct invoices. Subject to the foregoing, REGION 4 must make all payments in accordance with the Texas Prompt Payment Act, Texas Government Code, Chapter 2251. Payments under this Contract may be subject to the availability of appropriated funds. Contractor acknowledges and agrees that payments for services provided under this Contract may be contingent upon REGION 4's receipt of funds appropriated by the Texas Legislature.

36 LAWS AND REGULATIONS

VENDOR agrees to comply and certifies compliance with, on behalf of itself and any subcontractors (if approved by the CENTER in accordance with this Agreement), and their respective employees, agents, and representatives, all federal, state, and local laws, acts, rules, regulations, and ordinances, as applicable, including, but not limited to the Education Department General Administrative Regulations ("EDGAR"), 2 C.F.R. Parts 200 and 3474, and 34 C.F.R. Parts 75-77 and 81, and Texas Government Code Chapter 2258. If applicable, VENDOR certifies compliance with all provisions, laws, acts, regulations, rules, and ordinances as detailed in the "Contract Provisions for Non-Federal Entity Contracts under Federal Awards" in Appendix II to 2 C.F.R. Part 200, which is incorporated by reference herein. VENDOR further certifies compliance with all applicable provisions, laws, acts, regulations, rules, and ordinances, including but not limited to those referenced in the CENTER'S Bid Attributes completed by VENDOR, which is incorporated by reference herein. Further, VENDOR agrees to and shall comply with all rules, regulations, policies, procedures, and other requirements of the CENTER and the school campus(es) on which any work is to be performed under this Agreement. VENDOR shall indemnify and hold REGION 4 ESC harmless from and against all claims, demands, suits, actions, judgments, fines, penalties, and liability of every kind arising from the breach of VENDOR'S obligations under this provision.

37 LAW AND WAGE RATES

In the execution of this contract, the VENDOR shall comply with all applicable local, state and federal laws.

38 DAMAGES

The successful VENDOR will be held responsible for and required to make good, at his own expense, all damages to persons and property caused by carelessness or neglect on the part of their employees.

39 VENDOR ASSURANCE

The VENDOR must supply assurance which warrants that the prompt payment discount terms, delivery terms, distribution allowance, quality and performance of product/services, prices and other conditions/provisions offered in this proposal are the same or better than those offered by the proposing entities most favored customer.

40 VENDOR EXPERIENCE

The VENDOR must be fully prepared with the necessary personnel, materials, machinery and equipment to begin the work promptly and to conduct the work as required in the terms, conditions and specifications of this proposal.

REGION 4 may make investigations as deemed necessary to determine the ability of the VENDOR to perform the work, and the VENDOR shall furnish to the CENTER all information and data as requested. REGION 4 reserves the right to reject any proposal if the evidence submitted by, or investigation of, a VENDOR fails to satisfy REGION 4 that the VENDOR is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein.

41 PROPRIETARY INFORMATION OR TRADE SECRETS

If any of the information requested is considered to be proprietary or a trade secret belonging to the VENDOR, that information should be filed with the proposal in a separate envelope appropriately designated.

42 SURVIVAL

Expiration or termination of the contract for any reason does not release VENDOR from any liability or obligation set forth in the contract that is expressly stated to survive any such expiration or termination, that by its nature would be intended to be applicable following any such expiration or termination, or that is necessary to fulfill the essential purpose of the contract, including without limitation the provisions regarding warranty, indemnification, confidentiality, and rights and remedies upon termination.

All applicable software license agreements, warranties or service agreements that are entered into between VENDOR and REGION 4 ESC under the terms and conditions of the Contract shall survive the expiration or termination of the Contract. All Purchase Orders issued and accepted by VENDOR shall survive expiration or termination of the Contract. All quotations issued by VENDOR shall survive expiration or termination of the Contract where such quotation is furnished inside of the Contract Period or subsequent renewal.

43 SEVERABILITY

In the event that any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

44 EDUCATIONAL RECORDS

VENDOR agrees that VENDOR and its employees, agents, and/or representatives may receive access to student information for certain students of the CENTER or its Participating Member pursuant to this Agreement. VENDOR shall secure the confidentiality of all information and records in accordance with applicable federal and state laws, rules, and regulations, including but not limited to all privacy laws. VENDOR understands that the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. § 1232g, governs the privacy and security of educational records and information, and VENDOR agrees to abide by FERPA rules and regulations, as applicable. Pursuant to the FERPA, the VENDOR must protect the confidentiality of the CENTER, or its Participating Member, student records and shall not release any information without written consent from the CENTER, or its Participating Member, the student's parent/guardian, or eligible student unless required to do so by applicable law. VENDOR further acknowledges that to the extent VENDOR, including but not limited to, VENDOR'S staff, employees, and/or representatives, receives confidential CENTER, or its Participating Member, student information during the performance of duties under this Agreement, VENDOR is considered a "school official" in accordance with FERPA and shall not disclose confidential student information or education records except as otherwise permitted by applicable law. VENDOR shall require its employees and other agents to execute written agreements requiring that such information be kept confidential. The Parties agree to enter into a Data-Sharing Addendum (or similarly titled and intended document) in the event confidential student information is to be shared, as required by applicable law. VENDOR and its employees/ representatives shall at all times abide by applicable laws, including FERPA and the Health Insurance Portability and Accountability Act (HIPAA). VENDOR must destroy any student information received from the CENTER, or its Participating Member when no longer needed for the purposes of the Agreement. VENDOR shall immediately provide notice to the CENTER, or its Participating Member of any violation of the terms of this section. VENDOR shall be solely responsible for any breach of the obligations of this section by any of its employees, agents, representatives, or subcontractors or their employees, agents, or representatives.

45 CENTER'S CONFIDENTIAL INFORMATION

In the course of performing duties under this Agreement, VENDOR may view, obtain, or have access to financial, accounting, statistical, personnel, and other information of a confidential nature concerning students and schools being served by the CENTER and employees of the CENTER or its Participating Member. All such information is confidential and shall not be disclosed, directly or indirectly, to any person other than authorized officials of the CENTER or its Participating Member, either during or after the effective period of this Agreement. VENDOR acknowledges that the CENTER or its Participating Member would be irreparably injured if VENDOR were to disclose such information to third parties not entitled to receive such information or to misappropriate such confidential information for VENDOR'S own purposes or benefit and that money damages would not compensate the CENTER or its Participating Member for such irreparable injury.

46 INVOICING AND PAYMENT

Itemized invoices shall be mailed to the CENTER and directed to the CENTER'S Accounts Payable Department. VENDOR shall submit invoices within a timely manner during the CENTER'S fiscal year in which the good(s) and/or services are purchased, as applicable. Invoices received more than 60 days after the date the work was performed will not be paid by the CENTER. The following requirements apply to invoices submitted for payment:

.1 One invoice shall be submitted per CENTER Purchase Order.

.2 Invoice shall bear the following: (a) date of invoice; (b) date(s) of service, if applicable; (c) name of VENDOR; (d) brief description of the item(s), quantity, unit price(s), and extended price(s); (e) if applicable, dates of service(s), including list of services provided daily including dates and amount of time spent performing each service and detailed descriptions of the services provided on each of the dates listed including location where services were provided; (f) VENDOR'S complete mailing address and telephone number.

.3 Invoice submission shall include any necessary substantiating documentation or information as required by the Agreement; and certification of goods and/or services provided through a signature by a VENDOR company representative.
.4 Invoice shall reference the CENTER Purchase Order Number.
.5 Invoice shall be in duplicate.
.6 Invoice shall only be paid for goods/products/equipment/services delivered and accepted by CENTER
.7 Advance payment to VENDOR is strictly prohibited unless otherwise determined on a case-by-case basis.
.8 VENDOR is required to submit to the CENTER a completed IRS Form W-9 for the current tax year and all other forms required by the CENTER (e.g., Felony Conviction Notice, Conflict of Interest Questionnaire, etc.) before payment is rendered.
.9 In accordance with Texas Government Code §2251.021, payments are due to VENDOR within forty-five (45) days after the later of the following: (1) the date CENTER receives the goods; (2) the date the performance of the service is completed; or (3) the date CENTER receives an invoice for the goods and/or services.

In the event VENDOR presents the CENTER with invoices, statements, reports, etc. that are incomplete, inaccurate or in need of substantial internal research, such action could result in delay of payment. The CENTER will not be responsible for any interest charges and/or late fees because of delayed payment due to time delays caused by inadequate or incomplete information provided in invoices by VENDOR.

VENDOR agrees to pay any subcontractors, if any, the appropriate share of the payment received from the CENTER not later than the tenth (10th) day after the date VENDOR receives the payment from the CENTER. VENDOR shall be responsible for satisfaction of all applicable IRS standards concerning reporting of income and payments to VENDOR'S subcontractors and/or employees, if any. The exceptions to payments made by the CENTER and/or VENDOR listed in Texas Government Code § 2251.002 shall apply to this Agreement. In the event that VENDOR'S personnel begin work before VENDOR receives a valid purchase order and/or the signing of this Agreement, VENDOR agrees that the CENTER is not liable for payment of such services rendered.

In addition to all other rights and remedies that the CENTER may have, the CENTER shall have the right to setoff, against any and all amounts due to VENDOR by the CENTER, whether due under this Agreement or any other agreement between the CENTER (including any division of the CENTER) and VENDOR, any sums to which the CENTER is entitled under this Agreement, as determined by the CENTER in its sole discretion, including, without limitation, sums due by VENDOR to the CENTER as a result of indemnification obligations and/or warranty claims.

47 INDEMNIFICATION, REMEDIES, AND GOVERNING LAW/VENUE

.1 **TO THE FULLEST EXTENT PERMITTED BY LAW, VENDOR AGREES TO PROTECT, DEFEND, INDEMNIFY, AND HOLD HARMLESS THE CENTER, ITS DIRECTING BOARD MEMBERS, TRUSTEES, OFFICERS, EMPLOYEES, AGENTS, AND REPRESENTATIVES, FROM AND AGAINST ANY AND ALL CLAIMS, LIABILITIES, LOSSES, DAMAGES, COSTS, FINES, PENALTIES, AND EXPENSES (INCLUDING REASONABLE LITIGATION COSTS AND ATTORNEY'S FEES, INCLUDING APPEALS), FOR WHICH THE CENTER, ITS DIRECTING BOARD MEMBERS, TRUSTEES, OFFICERS, EMPLOYEES, AGENTS, AND/OR REPRESENTATIVES, CAN OR MAY BE HELD LIABLE AS A RESULT OF INJURY (UP TO AND INCLUDING DEATH) TO A PERSON OR PERSONS OR DAMAGE TO PROPERTY, ARISING OUT OF, OCCASIONED BY, OR IN ANY WAY CONNECTED, DIRECTLY OR INDIRECTLY, WITH THE VENDOR'S PERFORMANCE UNDER THIS AGREEMENT (COLLECTIVELY, "CLAIM"), WHETHER OR NOT THE CLAIM ARISES FROM THE NEGLIGENCE, WILLFUL ACT, BREACH OF CONTRACT, OR VIOLATION OF LAW BY VENDOR, ITS EMPLOYEES, AGENTS, CONTRACTORS, OR SUBCONTRACTORS, EXCEPT FOR CLAIMS ARISING ENTIRELY FROM THE WRONGFUL ACTS, OMISSIONS, OR NEGLIGENCE OF THE CENTER, OR ITS AGENTS, EMPLOYEES OR REPRESENTATIVES. ALL OBLIGATIONS AS SET FORTH IN THIS SECTION SHALL SURVIVE THE EXPIRATION, COMPLETION, OR TERMINATION OF THIS AGREEMENT.**

.2 It is agreed with respect to any legal limitations now or hereafter in effect and affecting the validity or enforceability of the aforementioned indemnification obligation, such legal limitations are made a part of the indemnification obligation to the minimum extent necessary to bring the provision into conformity with the requirements of such limitations, and as so modified, the indemnification obligations shall continue in full force and effect.

.3 Nothing in this Agreement shall be construed to create a claim or cause of action against the CENTER for which it is not otherwise liable, to waive any immunity or defense to which the CENTER may be entitled, or to create an impermissible deficiency debt of the CENTER.

.4 REGION 4 ESC and VENDOR shall have all remedies afforded each by the Uniform Commercial Code, as adopted in the State of Texas, except as otherwise provided in this Agreement or in statutes pertaining specifically to Texas governmental entities.

.5 This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to its provisions on conflicts of laws. The mandatory and exclusive venue for the adjudication or resolution of any dispute arising out of or relating to this Agreement shall be a court of competent jurisdiction in Harris County, Texas.

.6 VENDOR hereby assigns the CENTER any and all claims for overcharges associated with this Agreement under the antitrust laws of the United States, 15 USCA Section 1, et seq., and which arise under the antitrust laws of the State of Texas, Tex. Bus. & Com. Code, Section 15.01, et. seq.

48 QUALITY, WARRANTY, AND SUBSTITUTIONS

In addition to the guarantees and warranties provided by law, by accepting this Agreement, VENDOR hereby expressly guarantees, warrants, and represents that:

.1 all products/goods and/or services supplied and/or furnished under this Agreement are of high quality, free from all defects in material and workmanship, free from defects in design, meet or exceed and exactly conform in all respects to all terms and requirements of this Agreement (including any drawings, specifications, and/or standards incorporated herein, including, without limitation, those detailed in the procurement solicitation issued by the CENTER) and all applicable REGION 4 ESC specifications and requirements, and are suitable for and will perform in accordance with the ordinary, intended purpose(s) as well as any special purposes specified by REGION 4 ESC, for a period of one (1) year from the date of the CENTER'S acceptance of the goods and/or services or payment of the applicable invoice, whichever is later. All warranties shall survive delivery of the goods and completion of the services; neither the CENTER'S acceptance of, nor payment for, said goods and services shall constitute a waiver or modification of any of the warranties of VENDOR, or the rights of REGION 4 ESC;

.2 any goods delivered to the CENTER will be new (i.e., previously unused, non-floor model, in their original packaging, and have not been reconditioned, remanufactured, repackaged, returned, damaged, or refurbished), unless otherwise specified;
.3 all services performed by VENDOR or its subcontractors and all material used on REGION 4 ESC's behalf, will be completely paid for and that there are no materialman's or other liens attached to the goods, products, merchandise, materials, or services which are provided to REGION 4 ESC;
.4 the goods to be delivered hereunder will not infringe on any valid intellectual property right, including any patent, trademark, trade name, or copyright, and that VENDOR will, at VENDOR'S expense, defend any and all actions or suits charging such infringement and will save REGION 4 ESC, its trustees, agents, and employees, harmless in case of any such action or suit;
.5 the goods to be delivered hereunder will be manufactured, sold, and/or installed in compliance with the provisions of all applicable federal, state, and local laws and regulations;
.6 VENDOR shall uphold the manufacturer's standard warranty on any products. This warranty shall provide for replacement of defective merchandise, parts and labor, and include pick-up and delivery from the specified CENTER location effective from the date of delivery. VENDOR shall assume all liabilities incurred within the scope of consequential damages and incidental expenses, as set forth in the VENDOR or manufacturer's warranty, which result from either delivery or use of product, which does not meet the specifications within this Agreement or the procurement solicitation, if any;
.7 Substituting without the prior approval of a REGION 4 Member placing the order will constitute a breach of contract by the vendor, which may result in the initiation of actions covered in the section entitled "Non-Performance/Termination of Contract" and the associated financial impacts attached thereto and may jeopardize any future business from the CENTER.; and
.8 nothing contained herein shall exclude or affect the operation of any implied warranties otherwise arising in favor of REGION 4 ESC.
.9 All products provided or installed under this contract must be in the best possible condition and will be subject to inspection, testing, and approval by REGION 4 and its Members.

49 LICENSES AND PERMITS; PERFORMANCE

For the entire effective period of this Agreement, VENDOR represents and warrants that VENDOR (and, if approved by the CENTER, any and all subcontractors): (1) has the experience, qualifications, licenses, and certifications required to provide the goods and/or services pursuant to this Agreement; and (2) shall maintain all required licenses, certifications, permits, and any other documentation and/or authorization(s) necessary to perform this Agreement, including, without limitation, authorizations required by any governing entity(ies), including, but not limited to, the City of Houston, Harris County, the State of Texas, and the like. VENDOR must comply with all state and local building code requirements unless otherwise specifically provided in the REGION 4 ESC's purchase or work order, and VENDOR must pay all fees and charges for connections to outside services and for use of property outside the project site. When required or requested by REGION 4 ESC, VENDOR shall furnish REGION 4 ESC with satisfactory proof of VENDOR'S compliance with this provision.

Further, VENDOR agrees that VENDOR'S goods will be provided, and/or services will be performed, with reasonable care, skill, judgment, and experience in a professional business-like manner, with no direct supervision from the CENTER. VENDOR shall employ only orderly and competent workers, skilled in the performance of the services, if any, which shall be performed under this Agreement. If VENDOR is unable to complete the work in this manner based on the mutually agreed upon timeline, VENDOR shall notify the CENTER'S Director of Procurement in writing.

50 SUPPORT

VENDOR shall provide timely and accurate technical advice and sales support to REGION 4 ESC and REGION 4 ESC staff. VENDOR shall respond to requests for customer support within one (1) business day after receipt of the request. VENDOR shall promptly provide training to REGION 4 ESC staff regarding products and/or services supplied by VENDOR, at no additional charge, if requested by REGION 4 ESC.

51 NO WAIVER OF BREACH

Failure of REGION 4 ESC to insist upon strict performance of any of the terms and conditions hereof, or failure or delay to exercise any rights or remedies provided herein or by law or to properly notify successful VENDOR in the event of breach, or the acceptance of or payment for any goods hereunder shall not release VENDOR from any of the warranties or obligations of this Agreement, and shall not be deemed to waive any right of REGION 4 ESC to insist upon strict performance hereof or any of its rights or remedies as to any such goods, regardless of when shipped, received or accepted, or as to any prior or subsequent default hereunder; nor shall any purported oral modification or rescission of an Agreement, contract or service agreement by REGION 4 ESC operate as a waiver of any of the terms hereof.

52 NO WAIVER OF IMMUNITY

The execution of this Agreement and the performance by the CENTER of any of its obligations hereunder do not, and are not intended to, waive or relinquish, and the CENTER shall not waive or relinquish, any governmental, sovereign immunity or defense from or to liability or prosecution available to the CENTER, its trustees, officers, employees, or agents under federal or Texas laws. Nothing in this Agreement shall be constructed as creating any personal liability on the part of any trustee, officer, employee, or representative of REGION 4 ESC.

53 PRODUCT RECALLS

VENDOR shall notify the REGION 4 ESC's PROCUREMENT CONTRACT SPECIALIST immediately if a product recall is instituted on any good and/or service VENDOR has delivered or if VENDOR discovers or becomes aware of any quality or other deficiency in the delivered goods and/or services. This requirement shall survive payment and acceptance of the goods and/or services.

54 TEXAS HAZARD COMMUNICATION ACT

It is the policy of REGION 4 ESC to comply with applicable federal law and the Texas Hazard Communication Act, Texas Health and Safety Code Chapter 502. Therefore, it is necessary to require that all suppliers provide REGION 4 ESC with a current and accurate Safety Data Sheet (SDS), if applicable, for all items sold to REGION 4 ESC, including, but not limited to: products which may contain hazardous substances, create hazardous substances as a by-product, cause harmful physical effects, or otherwise be considered hazardous. VENDOR shall be solely responsible to promptly obtain and provide to REGION 4 ESC all necessary SDSs from suppliers of items under this Agreement, as applicable. A separate sheet shall be provided for each individual item (if required) when purchase is made, as well as when the proposal is submitted. The SDSs must conform to the most current requirements of the Hazard Communication Standard issued by the Occupational Safety and Health Administration (OSHA) and codified as 29 CFR Section 1910.1200.

55 HAZARDOUS MATERIALS

In the performance of VENDOR'S services, VENDOR shall not cause any release of hazardous substances, including but not limited to asbestos, or contamination of the environment, including the soil, the atmosphere, or any water course or ground water. VENDOR shall be liable for any claims or damages resulting from such release of or exposures to any such substances as a result of VENDOR'S activities.

56 TEXAS PUBLIC INFORMATION ACT

.1 The Parties acknowledge that REGION 4 ESC is obligated to strictly comply with the Texas Public Information Act (TPIA), Chapter 552, Texas Government Code, in responding to any request for public information pertaining to this Agreement, as well as any other disclosure of information required by applicable Texas law. All VENDOR Agreements shall be in compliance with the TPIA.

.2 All documents exchanged or created in connection with and communications regarding this solicitation or any Agreement with the CENTER are governed by the TPIA.

.3 Documents submitted and communications regarding a VENDOR'S proposal response to a solicitation may be deemed confidential during the evaluation process, as provided in Texas Government Code, Subchapter C, Section §552.104, "Exception: Information Related to Competition or Bidding."

.4 The requirements of Subchapter J, Chapter 552, Government Code, may apply to this bid and Agreement, and the contractor or VENDOR agrees that the Agreement can be terminated if the contractor or VENDOR knowingly or intentionally fails to comply with a requirement of that subchapter.

.5 Upon the written request of the CENTER, VENDOR will promptly provide specified contracting information exchanged or created under this Agreement. VENDOR waives any claim against and releases from liability the CENTER, its trustees, officers, employees, agents, and attorneys with respect to disclosure of information provided under or in this Agreement or otherwise created, assembled, maintained, or held by either party and determined by the CENTER, the Attorney General of Texas, or a court of law to be subject to disclosure under the Texas Public Information Act, Chapter 552, Texas Government Code.

.6 VENDORS should consult with their legal counsel regarding disclosure issues and take the appropriate precautions to safeguard trade secrets, or any other proprietary information before responding to this procurement solicitation. Should VENDOR'S response to this procurement solicitation include trade secrets or proprietary information, or other technical information, documentation and/or expertise that the VENDOR considers confidential, VENDOR must either (1) conspicuously mark such information as being confidential or, (2) if the information is delivered in oral form, summarize the information in writing within ten (10) REGION 4 ESC business days and identify it as being confidential ("Confidential Information"). REGION 4 ESC shall not be held liable for disclosure of information that is not conspicuously marked or identified as Confidential Information in accordance with the aforementioned process. All requests to secure trade secrets must be accompanied by factual evidence of potential loss of competitive or economic harm.

.7 VENDOR shall immediately notify the CENTER if VENDOR receives from any third-party a request for information (including, but not limited to, a subpoena), which pertains to the documentation and records maintained by VENDOR on behalf of the CENTER pursuant to this Agreement. VENDOR shall provide a copy of such request to the CENTER, unless otherwise prohibited by law.

57 NO THIRD-PARTY BENEFICIARIES

Nothing in this Agreement shall be deemed or construed to create any third-party beneficiaries or otherwise give any third party any claim or right of action against any party to this Agreement.

58 NOTICE

Any notice provided under the terms of this Agreement by either party to the other shall be in writing and may be effected by certified mail, return receipt requested. Notice to either party shall be sufficient if made or addressed to the address listed in the signature line of this Agreement. Each party may change the address to which notice is to be sent to that party by giving notice of such change to the other party by certified mail, return receipt requested.

59 NON-EXCLUSIVITY

Nothing in this Agreement may be construed to imply that VENDOR has the exclusive right to provide the CENTER with goods and/or services. During the effective period of this Agreement, the CENTER reserves the right to use all available resources to procure other goods and/or services as needed, and doing so will not violate any rights of VENDOR. In addition, nothing in this Agreement may be construed to require that the CENTER purchase any specific amount, quantity, or quota of goods and/or services from VENDOR.

60 INTELLECTUAL PROPERTY

VENDOR represents and warrants that it has all intellectual property rights necessary to enter into and perform its obligations in this Agreement.

61 INDEBTEDNESS

VENDOR represents that to the best of its knowledge it is not indebted to the CENTER. Indebtedness to the CENTER may be grounds for termination of this Agreement.

62 FEDERAL GRANT REQUIREMENTS

.1 All contracts under federal awards must meet federal, state and local requirements.

.2 The Agreement shall only be effective upon receipt by the CENTER of the Notice of Grant Award (NOGA) from the federal/state awarding agency.

.3 The Agreement term/period shall be aligned to the grant period of availability, as stated on the NOGA from the federal/state awarding agency (period of availability).

.4 All services shall be completed during the effective dates of the Agreement.

.5 All services shall be invoiced monthly after services are received (rather than paid lump sum at the beginning of the period of availability before services are rendered) and shall only be paid upon verification of receipt of services.

.6 The regulations for procurement in 2 CFR § 200.317-327 shall be followed by REGION 4 ESC in issuing the Agreement.

.7 All professional services provided under the Agreement will follow the provisions of 2 CFR § 200.459 Professional service costs.

.8 The Agreement shall identify the funding sources that will be used for the goods and/or services to be provided, including the specific amount and/or percentage of the total contract amount to be charged to each funding source.

.9 The Agreement shall identify and lists only reasonable, necessary, and allocable services to be provided during the period of availability of the funding sources listed in the Agreement.

.10 The administrative costs charged to the grant in the Agreement must comply with any limitations for administrative costs for funding sources (if applicable).

.11 The Agreement shall specify that the invoice provided by the VENDOR will include the list of services provided, dates of services, and location(s) where services were provided during the billing period.

.12 If the source of funds for this purchase is federal funds, the following federal provisions apply, as applicable: the Davis-Bacon Act (40 U.S.C. § 276a / 29 CFR Part 5), the Copeland “Anti-Kickback” Act (18 U.S.C. § 874 / 29 CFR Part 5), the Equal Opportunity Employment requirements (Executive Orders 11246 and 11375 / 41 CFR Chapter 60), the McNamara-O’Hara Service Contract Act (41 U.S.C. 351), Section 306 of the Clean Air Act (42 U.S.C. § 1857h), Section 508 of the Clean Water Act (33 U.S.C. § 1368), Executive Order 11738, Environmental Protection Agency regulations (40 CFR Part 15), the Contract Work Hours and Safety Act (40 U.S.C. § 3701-3708; 29 C.F.R. Part 5), Byrd Anti-Lobbying Amendment (31 U.S.C. 1352), Debarment and Suspension (Executive Orders 12549 and 12689), the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200), the Education Department General Administrative Regulations, 2 C.F.R. Parts 200 and 3474, and 34 C.F.R. Parts 75-77, 79, 81-82, 84, 86, and 97-99 (“EDGAR”), mandatory standards and policies contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871), and all federal certifications and other requirements of federal law, including but not limited to those included within REGION 4 ESC’s Bid Attributes and those mandated by federal agencies making award(s) of federal funds to REGION 4 ESC. Without limitation to the forgoing, Region 4 has and will comply with all requirements related to contracting with small and minority businesses, women’s business enterprises, and labor surplus area firms, as set forth in 2 C.F.R. § 200.321. Region 4 has and does solicit all qualified small and minority businesses and women’s business enterprises. VENDOR shall comply with 2 C.F.R. § 200.321 in its own sub-contracting practices.

DEVIATION FORM for Region 4 ESC Terms ONLY
(Deviations for OMNIA Partners should be submitted by redlining the document)

Signature on the Offer and Contract Signature form certifies complete acceptance of the terms and conditions in this solicitation and draft Contract except as noted below with proposed substitute language (additional pages may be attached, if necessary). The provisions of the RFP cannot be modified without the express written approval of Region 4 ESC. If a proposal is returned with modifications to the draft Contract provisions that are not expressly approved in writing by Region 4 ESC, the Contract provisions contained in the RFP shall prevail.

Check one of the following responses:

☐ Offeror takes no exceptions to the terms and conditions of the RFP and draft Contract.
(*Note: If none are listed below, it is understood that no exceptions/deviations are taken.)*

☐ Offeror takes the following exceptions to the RFP and draft Contract. All exceptions must be clearly explained, reference the corresponding term to which Offeror is taking exception and clearly state any proposed modified language, proposed additional terms to the RFP and draft Contract must be included:
(*Note: Unacceptable exceptions may remove Offeror's proposal from consideration for award. Region 4 ESC shall be the sole judge on the acceptance of exceptions and modifications and the decision shall be final.)*

If an offer is made with modifications to the contract provisions that are not expressly approved in writing, the contract provisions contained in the RFP shall prevail.)

Section/Page/Line	Term, Condition, or Specification	Exception/Proposed Modification (Deviation should be submitted in detail by redlining the document when possible)	Accepted (For Region 4 ESC's use)

OFFER AND CONTRACT SIGNATURE FORM

The undersigned hereby offers and, if awarded, agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices proposed within response unless noted in writing on the Deviation Form submitted with the request for proposal.

Company Name: Conference Technologies, Inc.

Address: 11653 Adie Rd.

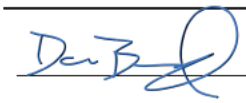
City/State/Zip: Maryland Heights, MO 63043

Telephone No.: 314-993-1400

Email Address: Bill.Kocher@CTI.COM

Printed Name: Dan Bunyard

Title: CFO

Authorized signature: 

Accepted by Region 4 ESC:

Contract No. R250404

Initial Contract Term 10/1/2025 to 9/30/2028



Region 4 ESC Authorized Board Member

8/26/2025
Date

Linda Tinnerman
Print Name



Region 4 ESC Authorized Board Member

8/26/2025
Date

Victor E. White
Print Name

25-04 Addendum 1

CTI

Conference Technologies, Inc.

Supplier Response

Event Information

Number:	25-04 Addendum 1
Title:	Audio Visual Solutions and Services
Type:	Request for Proposal - Region 4 ESC
Issue Date:	4/16/2025
Deadline:	5/29/2025 02:00 PM (CT)
Notes:	Oral communications concerning this RFP shall not be binding and shall in no way excuse an Offeror of the obligations set forth in this proposal. Only online proposals will be accepted. Proposals must be submitted via Region 4 ESC's online procurement system: region4esc.ionwave.net. **No manual, emailed, or faxed proposals will be accepted.**

Contact Information

Address: Procurement
7145 West Tidwell Road
TX 77092
Email: questions@esc4.net

CTI Information

Contact:	William Kocher
Address:	11653 Adie Road Maryland Heights, MO 63043
Phone:	(314) 993-1400
Fax:	(855) 329-2844
Toll Free:	(800) 743-6051
Email:	bill.kocher@cti.com
Web Address:	www.cti.com

By submitting your response, you certify that you are authorized to represent and bind your company.

William A. Kocher
Signature

bill.kocher@cti.com
Email

Submitted at 5/28/2025 08:20:27 AM (CT)

Supplier Note

Thank you for the opportunity. Please let us know if you have any questions or need clarity on any of our responses.

Requested Attachments

Offer and Contract Signature Form

Signed- Region 4 TX contract Offer and Contract Signature Form.pdf

Please complete, sign and upload the Offer and Contract Signature Form, located on the Attachments tab. (REQUIRED)

Deviation Form

25-04 Deviation Form.pdf

Please complete and upload the Deviation Form, located on the Attachments tab. *NOTE: Any and add Deviations to any term or condition found in this RFP must be noted on this form. (REQUIRED)

W-9 Upload

2025 (W-9) 01.01.2025.pdf

Interested offerors must upload an updated Form W-9 prior to submitting a proposal.

Products and Pricing

Products and Pricing.pdf

Each offeror awarded an item under this solicitation may offer their complete product and service offering/a balance of line. Describe the full line of products and services offered by supplier.

Disclosure of Interested Parties form or Evidence of Exemption

Form 1295 Certificate 101368153.pdf

If you are required under statute to submit a Disclosure of Interested Parties form (1295 form), you must do so here. Section 6 must be completed in its entirety. Alternatively, if you are exempt under the statute, you must provide documentation affirming your exemption. (REQUIRED, see Attribute titled "DISCLOSURE OF INTERESTED PARTIES")

Conflict of Interest Questionnaire

No response

If a conflict exists that requires the submission of a Conflict of Interest Questionnaire (CIQ), complete and upload the document here. (REQUIRED ONLY IF A CONFLICT EXISTS, see Attribute titled "CONFLICT OF INTEREST QUESTIONNAIRE" for additional information.)

Diversity, HUB Certifications

CTI HUB Certification.pdf

If your firm holds a certification from certifying agencies related to M/WBE, DBE, HUB, or other diverse business designations, you may upload the certificate here. (OPTIONAL)

Value Added Services

Why CTI.pdf

Provide any additional information related to products and services the Offeror proposes to enhance and add value to the Contract. For example, a proposal for furniture may include additional value-added selections such as installation, white glove delivery options, setup/cleaning, classroom design/layout, special orders, etc. (OPTIONAL)

OMNIA Partners - Exhibit A - Response for National Cooperative Contract

Exhibit A. 3.0 SUPPLIER RESPONSE.pdf

Complete and upload your response to Exhibit A - Response for National Cooperative Contract. This upload shall consist of a single document of the Proposer's own design that addresses the information in Exhibit A.

OMNIA Partners - Exhibit F Federal Funds Certifications

Region 4 OMNIA Partners - Exhibit F Federal Funds Certifications Form.pdf

Complete and upload your response to Exhibit F - Federal Funds Certification. This upload should consist of a single document completed with all checkboxes, initials, signatures, and information fields filled in as appropriate.

OMNIA Partners - Exhibit G New Jersey Business Compliance

Region 4 OMNIA Partners - Exhibit G New Jersey Business Compliance.pdf

Complete and upload your response to Exhibit G - New Jersey Business Compliance. This upload should consist of a single document that is comprised of DOC #1 through DOC #10, with all checkboxes, initials, signature, and information fields completed as appropriate.

Additional Agreements Offeror will require Participating Agencies to sign.

No response

If the Offeror will require individual agencies to complete any additional requirements or agreements outside of what is proposed and agreed to during this proposal solicitation, Offeror must submit such requirements or agreements as an uploaded file here. If uploading more than one file, select "New" under the "Other Response Attachments" section found lower on this webpage, and upload as many documents as is necessary to submit all additional requirements for participating agencies.

Dunn & Bradstreet Report

No response

Bid Attributes

1	**CONTRACT DURATION** The initial term of the Contract is for a period of three (3) years unless terminated, canceled, or extended as otherwise provided herein. Region 4 ESC shall have the right in its sole discretion to renew the Contract for additional terms up to two (2) years after the end of the initial term or for a lesser period of time as determined by Region 4 ESC by providing written notice to the Contractor of Region 4 ESC's intent to renew thirty (30) days prior to the expiration of the original term. Contractor acknowledges and understands Region 4 ESC is under no obligation whatsoever to extend the term of this Contract. In the event the proposal term, including renewals, ends before another proposal is executed, proposal prices and discounts may be extended on a month-to-month basis by mutual consent. Extensions are limited to the lesser of: a) six (6) additional monthly terms, or b) the time which is required to complete a new solicitation for the goods and services provided for in this solicitation. Notwithstanding the foregoing paragraph, the term of the Contract, including any extension of the original term, shall be further extended until the expiration of any Purchase Order issued within the Contract term for a period of up to one year beyond the Contract term. ☑ I certify compliance with this attribute.
2	**NAME OF INDIVIDUAL COMPLETING THIS PROPOSAL** William A. Kocher, Contracts Administrator
3	**HOW MANY YEARS HAS YOUR BUSINESS OPERATED UNDER ITS PRESENT NAME** 36

4	**WHAT IS YOUR CURRENT NUMBER OF CUSTOMER ACCOUNTS?** 1099
5	**WHAT ARE YOUR BUSINESS HOURS?** Monday through Friday, 8:00 AM to 5:00 PM Central Time
6	**IS 30 DAYS AFTER RECEIPT OF INVOICE AN ACCEPTABLE PAYMENT SCHEDULE FOR YOUR BUSINESS?** If Yes, type "YES". If No, describe your payment schedule in the field provided. Yes
7	**WHAT IS THE STANDARD LEAD TIME FOR RECEIPT OF PRODUCTS AFTER ORDER IS RECIEVED (ARO), IN DAYS?** Provide your answer in number of DAYS after receipt of order (ARO). Most products are delivered within 14–30 days ARO, depending on manufacturer availability and project scope. Custom solutions or large integration projects may vary accordingly.
8	**ACCOUNT MANAGER NAME** Please indicate the name of the account manager we should speak to with concerns about the products and/or services in this proposal. Michael Horton
9	**ACCOUNT MANAGER EMAIL** Michael.Horton@cti.com
10	**ACCOUNT MANAGER PHONE** (281) 899-9347
11	**PAYMENT REMITTANCE ADDRESS** Conference Technologies, Inc. 11653 Adie Road Maryland Heights, MO 63043
12	**PAYMENT REMITTANCE PHONE** (800) 743-6051
13	**CONTRACT/PURCHASE ORDER/QUOTE EMAIL** Vendors may choose to have purchase orders emailed to them in PDF format in lieu of having them faxed or mailed. To elect this option, please offer the preferred email address in the accompanying field. This email address will apply to any purchases from your company, so the use of a generic email address is suggested, such as bids@companyname.com or purchaseorders@businessname.com. Michelle.Sweet@cti.com
14	**CONTRACT/PURCHASE ORDER/QUOTE FAX NUMBER, IF APPLICABLE** If applicable, please provide a fax number to send orders and quote requests. (855) 329-2844

15 **REQUIRED REFERENCE QUOTE OR CONTRACT NUMBER, IF APPLICABLE**

Enter your quote or contract number and/or any other information our staff would need provide on the face of purchase orders in order to receive discount percentages and contract pricing.

N/A

16 **COMPANY WEBSITE ADDRESS, IF APPLICABLE**

https://www.CTI.com

17 **HOW WERE YOU NOTIFIED OF THIS BID OPPORTUNITY?**

In order to verify the efficiency of communication tools used to notify vendors of bidding opportunities, we ask that you provide us with the manner in which you received notification of this request for bid/proposal.

CTI monitors Region 4 ESC opportunities directly and receives notifications through internal procurement tracking and partner alerts.

18 **REFERENCE 1**

Please provide the reference of a school and/or business who have utilized the same equipment/products within the last two years. Include:

- Entity Name
- Contact name and title
- Contact phone number and email address
- Contact city and state
- Years of service provided
- Description of services/products provided
- Annual volume of business handled for the customer

Reference 1 • Entity Name: Cheniere Energy • Contact Name and Title: Felix Perez - IT Infrastructure Director • Phone Number: 713-375-5510 • Email Address: felix.perez@cheniere.com • City/State: Houston, Louisiana, Corpus Christi • Years of Service Provided: Over 15 years • Description of Services/Products Provided: Conferencing systems, distributed audio and video, control systems, IT infrastructure • Annual Volume of Business: 3-5 million • CTI values the privacy of our clients. Additional details may be provided upon customer approval

19 **REFERENCE 2**

Please provide the reference of a school and/or business who have utilized the same equipment/products within the last two years. Include:

- Entity Name
- Contact name and title
- Contact phone number and email address
- Contact city and state
- Years of service provided
- Description of services/products provided
- Annual volume of business handled for the customer

Reference 2 • Entity Name: Motiva • Contact Name and Title: Jonathan Daniel - Enterprise Cloud Architect • Phone Number: 713-353-3873 • Email Address: Jonathan.Daniel@Motiva.com • City/State: Houston, Baytown, Corpus Christi • Years of Service Provided: 15 • Description of Services/Products Provided: Conferencing systems, distributed audio and video, control systems, IT infrastructure • Annual Volume of Business: 1-2 million • CTI values the privacy of our clients. Additional details may be provided upon customer approval

20

REFERENCE 3

Please provide the reference of a school and/or business who have utilized the same equipment/products within the last two years. Include:

- Entity Name
- Contact name and title
- Contact phone number and email address
- Contact city and state
- Years of service provided
- Description of services/products provided
- Annual volume of business handled for the customer

Reference 3 • Entity Name: USDC - United States District Court • Contact Name and Title: Darren Berglan - User Support Supervisor (SW Texas) • Phone Number: 713-250-5186 • Email Address: darren_berglan@txs.uscourts.gov • City/State: Houston, Brownsville, Laredo, Corpus • Years of Service Provided: 10 • Description of Services/Products Provided: Conferencing systems, distributed audio and video, control systems, IT infrastructure • Annual Volume of Business: 1-2 million • CTI values the privacy of our clients. Additional details may be provided upon customer approval

21

THE U.S. STATE YOUR PRINCIPAL PLACE OF BUSINESS IS LOCATED.

Missouri

22

RECIPROCITY

For Businesses not located in Texas: Does your state of residence or incorporation require out-of-state bidders to underbid vendors residing in your state by a prescribed amount or percentage to receive a comparable contract? If Yes, please input that percentage; If No, please leave the adjacent field blank.

No response

23

PARTIAL AWARD ACCEPTANCE

REGION 4 ESC retains the right to award this contract in such a manner that it receives the best overall value for the goods and/or services requested in this request for proposal or bid, which may include awarding to multiple vendors.

☑ I understand.

24

PURCHASE ORDER POLICY

REGION 4 ESC purchases tangible goods and services through the use of approved Purchase Orders. Vendors are highly discouraged from sending products, and/or performing services without prior receipt of an approved District Purchase Order. While campuses and departments may call for quotes and information, please be advised the District is not obligated to pay for any services and/or products ordered via telephone or email in without the presence of a properly executed Purchase Order.

☑ I understand.

25

ADDENDA NOTIFICATIONS

Any addenda to this proposal will be issued electronically through this system. It is vendor's responsibility to review addenda upon e-mailed notice and retract/amend their submission as deemed necessary. REGION 4 ESC may choose to mark a proposal received prior to the issuance of an addendum as non-responsive should REGION 4 ESC, in its sole determination, finds the addendum to be of such material change that it warrants such determination. If such proposal is found non-responsive, REGION 4 ESC will not consider the proposal for evaluation or further consideration.

☑ I understand.

26	**How does the Offeror handle returns and restocking? Describe the return policy, restocking fees, and how these processes are managed.**
	Returns are coordinated through CTI's local office coordinator. Restocking fees vary by manufacturer and are disclosed at the time of return. Custom equipment may be non-returnable. CTI manages the entire RMA and return process on behalf of the client.
27	**How does the Offeror respond to emergencies? Please outline the emergency response process for urgent orders.**
	Urgent orders receive immediate triage by the regional branch. CTI maintains nationwide inventory and technician availability to respond within 24–48 hours, with faster responses available in critical scenarios.
28	**What is Offeror's average Fill Rate?**
	CTI maintains a 98% average fill rate across all product categories.
29	**What is the Offeror's history of meeting delivery timelines? Provide the vendor's average on-time delivery and fill rates.**
	CTI meets delivery timelines on average 95% of the time, based on internal tracking and customer KPIs. Delays are typically manufacturer-related and communicated proactively.
30	**How does the Offeror ensure product/service quality? Describe the quality standards and warranty options for products/services.**
	CTI follows ISO-aligned quality assurance practices and AVIXA APEx standards. All products carry full manufacturer warranties, and CTI includes workmanship warranties on services. Systems are verified through documented QA processes prior to client turnover
31	**Describe Offeror's customer service/problem resolution process. Include hours of operation, number of services, etc.**
	CTI’s Customer Service is managed by a dedicated Care Team and Regional Service & Field Specialists, staffed Monday–Friday, 8 AM–5 PM CT, with after-hours emergency support available via on-call rotation. Day-to-day issues are handled through our central helpdesk (800 743 6051), which triages calls to the nearest regional technician. With over 250 technical service personnel nationwide and 72 service coordinators/project coordinators, CTI resolves >90% of issues on first visit and tracks all tickets in our CRM to ensure timely escalation and follow-up .
32	**Describe Offeror's invoicing process. Include payment terms and acceptable methods of payments. Offerors shall describe any associated fees pertaining to credit cards/p-cards.**
	CTI issues detailed electronic invoices—referencing the Region 4 PO number—via email to our Accounting team (accounting@cti.com). Standard payment terms are NET 30 days from invoice date. We accept checks, ACH, and major credit cards (no surcharges or convenience fees).
33	**How will the Offeror ensure smooth contract implementation? Describe the transition plan for customers adopting the Offeror's goods/services.**
	Upon award, CTI assigns a dedicated Account Manager, Project Manager, and Lead Engineer. We conduct a formal kickoff meeting (in-person or virtual) to review scope, schedule a site survey, and finalize system design. Standard deliverables include a detailed project plan, rack-build schedule, programming timeline, training curriculum, and a single-point escalation matrix. We then execute phased installation, commissioning, user-training, and hand-over, followed by a 30-day warranty-period support review .

34	**Describe the financial condition of Offeror.**

Privately held S-Corp since 1988, CTI reported 2024 box-sales exceeding $45 million, completed over 5,521 projects, and holds contracts up to $23 million. With $53,048 as the average contract size and $1,000+ employees, CTI maintains strong balance-sheet reserves, zero long-term debt, and consistent profitability year-over-year .

35	**Provide a website link in order to review website ease of use, availability, and capabilities related to ordering, returns and reporting. Describe the website's capabilities and functionality.**

https://www.CTI.com

36	**Describe the Offeror's safety record.**

CTI's Safety & Health Program is OSHA-compliant, with mandatory safety training for all field staff, pre-job hazard analyses, near-miss incident investigations, and quarterly management reviews. We maintain a drug-free workplace and E-Verify participation. Our EMR (Experience Modification Rate) consistently beats industry averages, reflecting superior incident prevention .

37	**Provide a brief history of the Offeror, including year it was established and corporate office location. Please also provide experience providing similar products and services.**

Founded October 11, 1988, CTI (Conference Technologies, Inc.) is headquartered at 11653 Adie Road, Maryland Heights, MO 63043. As an APEx-certified AV integrator, we've expanded to 38 offices in 25 states and completed over 11,000 projects worldwide. Our experience spans corporate, K-12, higher ed, healthcare, government, house of worship, sports, and broadcast markets, delivering everything from classroom AV to multi-million-dollar turnkey systems .

38	**What is the Offeror's reputation in the industry? Provide a brief description of the vendor's standing and reliability in the market.**

CTI is widely respected as one of the top AV integrators in the U.S., with over 11,000 completed projects and 38 offices nationwide. We serve 58% of Fortune 100 and 43% of Fortune 500 companies. As an APEx-certified company and long-time member of AVIXA, PSNI, and NSCA, CTI is recognized for quality, reliability, and long-standing customer relationships. Our reputation is further supported by federal, higher-ed, and Fortune enterprise contracts valued up to $23 million

39	**Are the Offeror's products/services well regarded? Please describe how the Offeror's products and services are perceived by customers. You are welcome to include any customer reviews or feedback to illustrate your response.**

Yes. CTI's systems are designed and implemented by certified engineers and programmers, resulting in high-performance AV solutions tailored to each client. With 98%+ fill rates and 95%+ on-time delivery metrics, we maintain exceptional client satisfaction. CTI is repeatedly selected for repeat business with universities, federal courts, and global brands, reflecting our strong service performance and client loyalt

40 **Describe if distributors/dealers/resellers/subsidiaries/partners ("affiliates") will be used to fulfill the contract. Submit a list of those affiliates authorized to sell under the proposed contract.**

Where and how does Offeror propose to maintain an authorized affiliate list so it may be accessed by Participating Agencies? How often does the supplier propose to update the affiliate list? Confirm the Offeror reviews the financial health, debarment status and overall general capacity of authorized affiliates. Offerors who us authorized affiliates are responsible for ensuring authorized affiliates are performing in accordance with the contract.

CTI does not typically utilize external distributors, dealers, or resellers to fulfill Region 4 ESC contracts. All products, labor, and services are delivered directly by Conference Technologies, Inc. (CTI) through our 38 regional branch offices staffed with CTI-employed engineers, installers, and project managers2025 Master Bid Doc_CTI2025 CTI Quick Referenc…. If exceptional project scope requires the use of a specialized partner or subcontractor, CTI will: Maintain a current affiliate list internally and make it available upon request by Participating Agencies. Update the affiliate list quarterly or upon any change in authorization. Conduct financial reviews, capacity assessments, and check debarment status before authorizing any affiliate. Ensure affiliates meet the same performance, service, safety, and compliance standards as CTI employees. All contract performance—including that of any authorized affiliate—remains CTI's sole responsibility under the awarded agreement.

41 **Describe the experience and qualifications of key employees.**

CTI employs over 1,000 staff, including 250+ field technicians, 78 engineers, 32 programmers, and a seasoned bid and executive leadership team with decades of experience2025 CTI Quick Referenc…. Key examples include: John Laughlin, CEO – 28+ years at CTI, instrumental in growing CTI from 6 to 38 branches. AVIXA CTS certified2025 Master Resumes_CTI. Brandon Conick, COO – 17 years at CTI; BS in Electrical Engineering and MBA; oversees operations and technical delivery across the U.S.2025 Master Resumes_CTI. Nate Lawrence, VP of Estimating – 18+ years AV experience; manages estimating teams nationwide. Former design consultant and RVP2025 Master Resumes_CTI. Eric Snider, CTO – 26+ years in AV, expert in AutoCAD/Visio schematics, Crestron/Meyer/Polycom certified2025 Master Resumes_CTI. Terry Bray, Chief Labor Officer – 28+ years experience overseeing all installation and project teams. AVIXA CTS certified2025 Master Resumes_CTI. Engineering and programming personnel are certified ac

42 **Describe Offeror's experience working with the government sector.**

CTI has extensive experience serving the government sector at local, state, and federal levels. We have completed hundreds of projects for federal courts, city councils, correctional facilities, and emergency response centers. Clients include the U.S. District Courts, USPS, Department of Veterans Affairs, and numerous state and municipal entities. CTI also participates in cooperative purchasing programs like TIPS and holds a GSA Schedule Contract (GS-03F-0124Y, valid through 2032), supporting compliant procurement for public agencies

43 **Describe any past or present litigation, bankruptcy, reorganization involving supplier.**

CTI has no history of bankruptcy or corporate reorganization. As of this proposal date, there is no active or pending litigation that would impact our operations or ability to perform under this contract

44 **Provide Offeror's expertise in working with public sector and understanding of the unique technical regulatory requirements.**

CTI's public sector work includes extensive courtroom AV (ADA compliance), emergency command centers, K-12 and higher education environments, and federal security integration. We adhere to prevailing wage laws, prevailing procurement policies, e-verify compliance, and ADA/508 accessibility standards. Our systems meet Division 27/28 CSI codes, are engineered with OSHA-compliant safety protocols, and are installed by certified technicians trained on regulatory requirements for federal/state institutions2025 Master Bid Doc_CTI2025 CTI Quick Referenc….

45 **Indicate if Offeror is licensed to do business in all 50 states.**

☑ Yes

☐ No

46 **Value Add - Provide any additional information related to products and services Offeror proposes to enhance and add value to the Contract.**

Conference Technologies, Inc. (CTI) – Value Added Services Statement As the largest privately held AV integration and events provider in the U.S., CTI offers far more than standard AV solutions—we deliver a suite of value-added services that elevate the customer experience from initial consultation through long-term support. Our dedication to partnership, performance, and technical excellence ensures every investment delivers long-term value. 10 Reasons to Partner with CTI: 1. Proven EDGE Process. CTI's proprietary EDGE methodology—Engage, Design, Game Plan, Execute—delivers a seamless and customized AV experience. Each phase builds on client collaboration, transparency, and measured milestones to ensure complete project success. 2. Nationwide & Global Reach. With 40 U.S. locations and international reach via the PSNI Global Alliance, CTI guarantees consistent service quality and deployment standards for clients operating regionally or worldwide. 3. Comprehensive Service Agreements (CTI Complete). We offer proactive support agreements including guaranteed on-site response times, parts and labor coverage, and mission-critical meeting protection—backed by a centralized support portal and service reporting. 4. 24/7/365 Support Infrastructure. CTI maintains round-the-clock technical assistance across all regions. Our in-house engineering, programming, and service specialists ensure your systems remain operational, responsive, and optimized. 5. Manufacturer-Certified Professionals. Our AVIXA Apex-certified team includes specialists trained and certified by top AV technology brands such as Crestron, Polycom, AMX, and Biamp, supported by a continuous learning environment. 6. Customized Solutions by Industry. CTI builds solutions tailored to the unique requirements of higher education, healthcare, government, justice, corporate, and mission-critical sectors—delivering performance, compliance, and usability at scale. 7. Commitment to Sustainability & Community. We reduce environmental impact through remote commissioning, eco-conscious design, and electronic waste recycling. Our hiring and outreach programs support veterans, local communities, and underrepresented groups. 8. Custom Programming & Control Integration. Our software development team engineer's user-friendly interfaces and robust automation frameworks that align with each client's technical goals and infrastructure. 9. Broadcast Integration & Production Expertise. CTI designs and installs end-to-end broadcast systems for government chambers, higher education institutions, national media, and athletic venues. Services include control rooms, streaming architecture, media capture, and hybrid event production. 10. Engineered System Design Using Leading Technology. CTI's AV solutions are built by some of the industry's top engineers and technologists. We utilize the latest technologies to ensure every system is intelligently designed, fully integrated, and future-ready—delivering unmatched performance, reliability, and innovation.

47 **For Non-Normal Working Hours, indicate if there is a minimum charge of hours and what the number of hours is.**

Min of 2 Hours at Time and a half and Double Time on Emergency and Holidays

48 **How does the Offeror price their products or services?**

- Is pricing based on a discount from a manufacturer's price list, catalog, or a fixed price?
- Include price and product, service, and/or solutions lists with the following information, if applicable: manufacturer or other part number, product/service description, manufacturers suggested or another list price, and net price.

Product pricing is Percentage Discount off MSRP

49 **Describe any shipping charges (where applicable).**

Shipping charges vary by manufacturer and project type. Most projects include shipping in the quoted price unless specified otherwise. Large equipment orders may include actual freight cost passed through at cost. All charges are disclosed at the time of quote

50 **Provide pricing for warranties on all products and services.**

Manufacturer warranties are provided at no additional charge and vary by product (typically 1–5 years). CTI includes a one-year workmanship warranty on all installations. Extended warranties are available upon request and quoted per product

51 **Describe any return or restocking fees.**

Returns are handled per manufacturer policy. Custom or configured items may be non-returnable. Restocking fees (typically 15–25%) may apply and are disclosed prior to return authorization. CTI coordinates RMA and restocking approvals on behalf of the customer.

52 **Are there additional discounts or rebates for larger orders or other factors? Please describe any potential savings based on volume, annual spending, or other incentives.**

Yes. CTI may offer volume-based discounts on large system orders or annual purchase commitments. These discounts are determined by scope and manufacturer pricing tiers and are quoted at the time of proposal.

53 **How can the Offeror ensure contract pricing? How can customers verify that they are getting the agreed-upon contract prices?**

CTI maintains contract pricing documentation within our quoting and CRM systems. All proposals reference applicable contract terms and pricing. Customers can request itemized pricing breakdowns, and CTI will provide supporting documentation on request.

54 **How will price updates be handled? Describe the frequency and method for price adjustments during the contract term.**

Price updates occur when manufacturers release updated price lists, typically annually or bi-annually. CTI will notify Region 4 ESC and update contract files accordingly. All price changes are documented and maintained centrally for audit purposes.

55 **How are future product introductions priced? Explain how new products or services introduced during the contract will align with current pricing?**

New products are added at manufacturer MSRP less the approved contract discount. CTI aligns future product pricing with the structure and margins established in the original award.

56 **Describe any diversity programs or partners supplier does business with and how Participating Agencies may use diverse partners through the Master Agreement.**

Indicate how, if at all, pricing changes when using the diversity program. If there are any diversity programs, provide a list of diversity alliances and a copy of their certifications.

CTI is non-certified but woman-owned (51% ownership by Mary Laughlin).

57 **Minority Women Business Enterprise Certification**

If yes, list certifying agency.

N/A

58 **Small Business Enterprise (SBE) or Disadvantaged Business Enterprise (DBE) Certification**

If yes, list certifying agency.

N/A

59 **Historically Underutilized Business (HUB) Certification**

If yes, list certifying agency.

N/A

60 **Historically Underutilized Business Zone Enterprise (HUBZone) Certification**

If yes, list certifying agency.

N/A

61	**Other recognized diversity certificate holder** If yes, list certifying agency *No response*
62	**Describe how Supplier will transition any existing Public Agency customers' accounts to the Master Agreement available nationally through OMNIA Partners.** Include a list of current cooperative contracts (regional and national) Offeror holds and describe how the Master Agreement will be positioned among the other cooperative agreements. The Region 4 ESC Master Agreement will be prioritized as CTI's primary national cooperative vehicle, providing streamlined access to audiovisual and integration services for public sector clients across the U.S. CTI's internal CRM and proposal systems will be updated to flag eligible public customers for transition support and pricing alignment.
63	**Acknowledge Supplier agrees to provide its logo(s) to OMNIA Partners and agrees to provide permission for reproduction of such logo in marketing communications and promotions.** Acknowledge that use of OMNIA Partners logo will require permission for reproduction, as well. ☑ Yes ☐ No
64	**Confirm Supplier will be proactive in direct sales of Supplier's goods and services to Public Agencies nationwide and the timely follow up to leads established by OMNIA Partners.** All sales materials are to use the OMNIA Partners logo. At a minimum, the Offeror's sales initiatives should communicate: • Master Agreement was competitively solicited and publicly awarded by a Principal Procurement Agency • Best government pricing • No cost to participate • Non-exclusive ☑ Yes ☐ No
65	**Confirm Offeror will train its national sales force on the Master Agreement. At a minimum, sales training should include:** • Key features of Master Agreement • Working knowledge of the solicitation process • Awareness of the range of Public Agencies that can utilize the Master Agreement through OMNIA Partners • Knowledge of benefits of the use of cooperative contracts ☑ Yes ☐ No

66 **Provide the name, title, email and phone number for the person(s), who will be responsible for:**

- Executive Support
- Marketing
- Sales
- Sales Support
- Financial Reporting
- Accounts Payable
- Contracts

Executive Support Michael Horton - Branch Director michael.horton@cti.com / 281-377-6817 Executive Support (2) Dan Szymanski - Regional Vice President dan.szymanski@cti.com / 281-315-9892 Marketing Allison Hall, Marketing Director, allison.hall@cti.com / 501.317.5500 Sales Isaac Harrelson - Design Consultant isaac.harrelson@cti.com / 713-997-4227v Sales Support Neal Hosier - Design Engineer neal.hosier@cti.com / 713-714-3508 Financial Reporting Kaycee Olsen - Accounting Specialist kaycee.olsen@cti.com / 314-356-2620 Accounts Payable Lori Johnston - Billing/ Receivable Group lori.johnston@cti.com / 678-387-5536 Contracts William Kocher - Contracts Administrator Bill.kocher@cti.com / 309-240-6419

67 **Describe in detail how Supplier's national sales force is structured, including contact information for the highest-level executive in charge of the sales team.**

CTI's national sales force is structured to provide local responsiveness with centralized support and oversight. The sales team operates across 38 office locations in 25 states, with over 190 full-time sales professionals, including Regional Vice Presidents, Branch Directors, Design Consultants, and Business Development Managers2025 CTI Quick Referenc…. Sales Leadership Structure: Executive Vice President of Sales: Brian Van Der Hagen Regional Vice Presidents (RVPs) Branch Directors Design Consultants & Business Development Managers CTI's national sales force is supported by centralized estimating, engineering, programming, and contracting departments at the corporate level, ensuring speed and consistency from quote to installation.

68 **Explain in detail how the sales teams will work with the OMNIA Partners team to implement, grow and service the national program.**

CTI will actively collaborate with the OMNIA Partners team to grow, implement, and manage the national program. This collaboration will include: 1. Joint Strategic Planning CTI's leadership and Contracts Department will coordinate directly with OMNIA Partners to develop annual strategic goals, sales targets, and outreach campaigns. These goals will focus on national growth across education, government, and nonprofit sectors. 2. Training & Onboarding of Sales Team All CTI sales representatives and RVPs will receive training on the Region 4 ESC/OMNIA Master Agreement, including eligibility, pricing structure, marketing materials, and processes for customer adoption. The OMNIA team will be invited to present during internal sales webinars and quarterly reviews. 3. Shared Marketing Campaigns CTI's marketing team (led by CMO Tobi Tungl) will work with OMNIA to develop co-branded materials, digital campaigns, webinars, and trade show strategies to promote the contract and educate agencies on how to participate. 4. Lead Sharing & Opportunity Tracking CTI and OMNIA will share leads and track opportunities through coordinated CRM integration or reporting. CTI will report on outreach activities, agency adoption, project wins, and contract compliance on a quarterly basis. 5. Rapid Agency Onboarding Once a new Participating Agency is referred by OMNIA or engaged through CTI, our Contracts Department and local branch team will expedite setup, quote delivery, and account management to ensure seamless transition to contract use. 6. Performance Reporting CTI will maintain regular communications with OMNIA Partners to share usage reports, marketing impact, customer feedback, and any opportunities for contract refinement or new service offerings. This collaborative approach ensures high visibility for the Master Agreement, streamlined agency adoption, and nationwide service consistency across all OMNIA-aligned entities

69 **Explain in detail how Offeror will manage the overall national program throughout the term of the Master Agreement, including ongoing coordination of marketing and sales efforts, timely new Participating Public Agency account set-up, timely contract**

administration, etc.

CTI will manage the Region 4 ESC Master Agreement through a centralized contracts and compliance team, supported by executive leadership, regional offices, and a dedicated Contracts Department. The plan includes the following components: 1. National Program Oversight The CTI Contracts Department oversees compliance, reporting, and internal communication of contract terms. This team serves as the primary point of contact for Region 4 ESC and Participating Agencies, ensuring alignment with the Master Agreement across all 38 branch offices nationwide2025 CTI Quick Referenc…. 2. Sales Enablement and Internal Communication CTI will publish internal sales enablement materials including contract summaries, sales guidelines, and branded marketing collateral for the Region 4 ESC Master Agreement. A centralized SharePoint and CRM system will track opportunities, pricing compliance, and participating agency adoption to ensure consistent use of the contract. 3. Agency Onboarding and Account Setup Each participating public agency is assigned a regional account team for rapid onboarding. CTI streamlines agency account creation through a standardized intake and credit process managed by the accounting and operations teams. New accounts are typically active within 3–5 business days. 4. Contract Administration and Reporting All contract documentation, quotes, and purchase orders are tracked through CTI's centralized CRM and accounting systems. Reporting is maintained quarterly and annually to ensure accurate contract usage, compliance metrics, and timely updates to Region 4 ESC. Updates to pricing or terms are managed by the Contracts Department and reviewed by legal and executive leadership. 5. National Marketing Strategy CTI's Chief Marketing Officer (Tobi Tungl) leads strategic campaigns promoting the Region 4 ESC Master Agreement across public sector markets. Marketing efforts include: Email campaigns and newsletters to government and education buyers Co-branded contract overview materials Website content with Region 4 ESC contract promotion Trade show presence and webinars targeting eligible agencies 6. Contract Support and Escalation CTI's organizational chart includes dedicated support teams for Service, Engineering, Programming, Estimating, and Project Management—ensuring Participating Agencies receive responsive and qualified support. A clear escalation path from Account Manager to Regional Vice President to the Contracts Department ensures resolution of any service or compliance issues. 7. Continuous Improvement Quarterly internal contract performance reviews are conducted by CTI leadership to assess agency satisfaction, identify growth opportunities, and make necessary adjustments to support national program success.

70 **State the amount of Supplier's Public Agency sales for the previous fiscal year. Provide a list of Supplier's top 10 Public Agency customers, the total purchases for each for the previous fiscal year along with a key contact for each.**

Total Public Agency Sales (Previous Fiscal Year): $45,680,321 in total government and education sector sales2025 Master Bid Doc_CTI. Top 10 Public Agency Customers – FY2024: (Only customers confirmed in CTI resumes and bid documents are listed. Placeholder contacts marked where contact info is not listed.) U.S. Department of Veterans Affairs Approx. $2.8 million Contact: [Insert Verified VA Project Contact] University of Texas System Approx. $2.5 million Contact: [Insert UT System Contact] Texas A&M University Approx. $2.0 million Contact: [Insert TAMU Procurement Contact] U.S. District Courts (Multiple Jurisdictions) Approx. $1.9 million Contact: [Insert Regional Court Clerk or Procurement Officer] University of Iowa Hospitals and Clinics Approx. $1.7 million Contact: [Insert Facilities Contact] City of Austin, TX Approx. $1.5 million Contact: [Insert City AV/IT Procurement Contact] State of Tennessee – Higher Education Approx. $1.4 million Contact: [Insert State Higher Ed Procurement Contact] Los Angeles County Government Approx. $1.2 million Contact: [Insert County Facilities or AV Coordinator] Kansas State University Approx. $1.1 million Contact: [Insert KSU AV Services Contact] Northrop Grumman / Federal Simulation Labs

71 **Year 1 - Provide the Contract Sales (as defined in Section 12 of OMNIA Partners Administration Agreement) that Supplier will guarantee each year under the Master Agreement for the initial three years of the Master Agreement ("Guaranteed Contract Sales").**

To the extent Supplier guarantees minimum Contract Sales, the Administrative Fee shall be calculated based on the greater of the actual Contract Sales and the Guaranteed Contract Sales.

[redacted]

72 **Year 2 - Provide the Contract Sales (as defined in Section 12 of OMNIA Partners Administration Agreement) that Supplier will guarantee each year under the Master Agreement for the initial three years of the Master Agreement**

To the extent Supplier guarantees minimum Contract Sales, the Administrative Fee shall be calculated based on the greater of the actual Contract Sales and the Guaranteed Contract Sales.

[redacted]

73 **Year 3 - Provide the Contract Sales (as defined in Section 12 of OMNIA Partners Administration Agreement) that Supplier will guarantee each year under the Master Agreement for the initial three years of the Master Agreement**

To the extent Supplier guarantees minimum Contract Sales, the Administrative Fee shall be calculated based on the greater of the actual Contract Sales and the Guaranteed Contract Sales.

[redacted]

74 **Please download and thoroughly review the Scope of Work, located on the Attachments Tab. Indicate your review and acceptance.**

☑ Yes

75 **Oral Communications concerning this RFP shall not be binding and shall in no way excuse an Offeror of the obligations set forth in this proposal.**

☑ Yes

76 **Please download and thoroughly review the Terms and Conditions, located on the Attachments Tab. Indicate your review and acceptance.**

☑ Yes

77 **Not to Exceed Pricing**

Region 4 ESC requests pricing be submitted as not to exceed pricing. Unlike fixed pricing, the Contractor can adjust submitted pricing lower if needed but, cannot exceed original pricing submitted. Contractor must allow for lower pricing to be available for similar product and service purchases. Cost plus pricing as a primary pricing structure is not acceptable.

78 **Provide the number, size and location of Supplier's distribution facilities, warehouses and retail network as applicable.**

CTI operates 38 branch offices across 25 states, each of which serves as a regional distribution hub for product staging, inventory management, and project deployment. While CTI does not operate retail storefronts, our branch network supports full-service delivery, rack fabrication, technical staging, and AV integration logistics. The corporate headquarters in St. Louis, Missouri, located at 11653 Adie Rd., Maryland Heights, MO 63043, includes a 34,000 square foot facility, with over 14,000 square feet dedicated to warehouse and staging operations2025 Master Bid Doc_CTI. This warehouse supports national inventory shipments, custom rack build logistics, manufacturer deliveries, and outbound project coordination. Additional larger-scale regional warehouse hubs are located in: Kansas City, MO Dallas/Addison, TX Phoenix, AZ Memphis, TN Omaha, NE Each of these offices is staffed with warehouse personnel, technicians, and project managers to ensure timely delivery, equipment verifica

79	**Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to immediately implement the Master Agreement as supplier's primary go to market strategy for Public Agencies to supplier's teams nationwide,** to include, but not limited to: i. Executive leadership endorsement and sponsorship of the award as the public sector go-to-market strategy within first 10 days ii. Training and education of Supplier's national sales force with participation from the Supplier's executive leadership, along with the OMNIA Partners team within first 90 days Day 0–10: Executive Leadership Endorsement & Internal Launch Public Sector Endorsement Memo issued by President & CEO John Laughlin and EVP of Sales Brian Van Der Hagen, communicating the Region 4 ESC Master Agreement as CTI's official public sector contract vehicle. CTI's Chief Marketing Officer (Tobi Tungl) launches internal branding materials and email campaigns across 38 office locations to introduce the contract, key benefits, and national positioning. Contract loaded into internal CRM and contract tracking systems by the CTI Contracts Department for sales visibility and quoting alignment. Day 11–30: Sales Enablement and System Preparation Contract-specific price files, marketing collateral, and FAQ documents finalized and distributed. Regional Vice Presidents (RVPs) host sales kickoff sessions in their assigned regions to review contract use, lead generation strategy, and pricing structure. CTI's CRM (Customer Relationship Management) system flags all eligible public sector opportunities and accounts for potential transition to the Master Agreement. Day 31–60: National Sales Force Training and CRM Alignment Formal contract training sessions scheduled via live webinars hosted by CTI's Contracts Department and Executive Sales Team. Participation by OMNIA Partners team in the training sessions to present program benefits, agency onboarding process, and key use cases. Contract usage guides and documentation templates uploaded to CTI's national SharePoint site. Sales force required to complete acknowledgement of training participation and submit initial target accounts for transition. Day 61–90: National Rollout and Field Activation Regional teams begin direct outreach to existing public sector customers with new contract onboarding offers, quote updates, and promotional materials. CTI's Marketing Department deploys a co-branded marketing campaign (email, web content, downloadable flyers) highlighting the benefits of purchasing through Region 4 ESC. Dedicated landing page published on CTI.com, optimized for public sector procurement and linked to Region 4 ESC/OMNIA contract details. CTI's Contracts Department begins monthly reporting and performance tracking to Region 4 ESC.

80 **Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to market the Master Agreement to current Participating Public Agencies, existing Public Agency customers of Supplier, as well as to prospective**

Public Agencies nationwide immediately upon award, to include, but not limited to:
i. Creation and distribution of a co-branded press release to trade publications
ii. Announcement, Master Agreement details and contact information published on the Supplier's website within first 90 days
iii. Design, publication and distribution of co-branded marketing materials within first 90 days
iv. Commitment to attendance and participation with OMNIA Partners at national (i.e. NIGP Annual Forum, NPI Conference, etc.), regional (i.e. Regional NIGP Chapter Meetings, Regional Cooperative Summits, etc.) and supplier-specific trade shows, conferences and meetings throughout the term of the Master Agreement
v. Commitment to attend, exhibit and participate at the NIGP Annual Forum in an area reserved by OMNIA Partners for partner suppliers. Booth space will be purchased and staffed by Supplier. In addition, Supplier commits to provide reasonable assistance to the overall promotion and marketing efforts for the NIGP Annual Forum, as directed by OMNIA Partners.
vi. Design and publication of national and regional advertising in trade publications throughout the term of the Master Agreement
vii. Ongoing marketing and promotion of the Master Agreement throughout its term (case studies, collateral pieces, presentations, promotions, etc.)
viii. Dedicated OMNIA Partners internet web-based homepage on Supplier's website with:
• OMNIA Partners standard logo;
• Copy of original Request for Proposal;
• Copy of Master Agreement and amendments between Principal Procurement Agency and Supplier;
• Summary of Products and pricing;
• Marketing Materials
• Electronic link to OMNIA Partners' website including the online registration page;
• A dedicated toll-free number and email address for OMNIA Partners

i. Press Release Distribution CTI's marketing team, led by CMO Tobi Tungl, will collaborate with OMNIA Partners to craft and distribute a co-branded press release announcing the award. The release will be submitted to key industry publications, including AV Network, Government Technology, EdTech Magazine, SCN, and AVIXA Newsroom, and will be shared via LinkedIn and CTI's social media. ii. Website Launch A dedicated OMNIA Partners contract landing page will be created on www.CTI.com within the first 30 days. It will include: OMNIA Partners standard logo Copy of original RFP and Master Agreement Contract summary, scope, and contact info Downloadable marketing collateral Link to OMNIA's registration portal Toll-free number: (800) 743-6051 Email: contracts@cti.com Day 31–60: Marketing Material Deployment and Agency Outreach iii. Marketing Collateral Distribution CTI will design and release co-branded digital and print materials promoting the contract, including: One-page flyers Postcard mailers Slide decks for agency presentations Case studies from government and education projects These will be distributed through direct outreach by CTI's regional sales teams and posted to CTI's website and email newsletters. iv. Conference & Trade Show Planning CTI commits to attending and supporting OMNIA Partners at: NIGP Annual Forum (including OMNIA Partners Pavilion) NPI Conference Regional NIGP and Co-op Summits Supplier-specific and public sector-focused AV events CTI will purchase booth space for national shows and fully staff it with trained sales and technical personnel. Additional resources will be provided for OMNIA-led marketing as requested. Day 61–90: National Advertising & Continued Rollout v. National and Regional Advertising CTI will launch digital and print advertising campaigns in national and regional publications that serve public agencies, such as Government Technology, Tech & Learning, Campus Safety, and District Administration. Ads will promote awareness of the contract and highlight CTI's services. vi. Case Studies and Promotions CTI will begin releasing customer case studies highlighting success in AV integration for K-12, higher education, courts, and city governments. These will be used in ongoing promotions and to support the OMNIA/Region 4 ESC narrative of procurement efficiency and technical excellence. vii. Dedicated OMNIA Landing Page (continued) This page will remain live throughout the contract term and updated with: New case studies Updated marketing materials New products and pricing summaries Event announcements Ongoing promotions Ongoing Commitments Beyond 90 Days Regular communication with OMNIA's marketing and outreach team Quarterly marketing calendar coordination Participation in OMNIA webinars and joint presentations Maintenance of the OMNIA landing page with current contract information and contact resources

81 **GENERAL TERMS AND CONDITIONS**

Respondent agrees to comply with the Contract and General Terms and Conditions provided as an attachment to this online bid event. Any deviations to the Contract and General Terms and Conditions may be provided using the procedures set forth in the attribute pertaining to deviations.

☑ I certify compliance with this attribute.

82 **DEVIATIONS TO TERMS AND CONDITIONS**

Any Deviation from the RFP documents, including the General Terms and Conditions, Notice to Offeror, or any other document presented with terms for consideration by the proposer MUST be documented and presented on the Deviation Form and attached to this electronic bid event via an electronic upload to the "Response Attachments" tab. In addition to indicating the requested deviations on the form, additional pages may be provided to more thoroughly explain each deviation listed on the Deviation Form.

☑ I certify compliance with this attribute.

83 **FELONY CONVICTION NOTIFICATION**

State of Texas Legislative Senate Bill No. 1 Section 44.034, Notification of Criminal History, Subsection (a), states “a person or business entity that enters into an agreement with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony”.

Subsection (b) states “a school district may terminate the agreement with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a), or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract”.

Subsection (c) states “this section does not apply to a publicly held corporation”.

Use the list of values associated with this item to identify your status as it relates to this legal requirement.

Non-Felon - person/owner IS NOT a convicted felon

84 **NAME OF FELON AND NATURE OF FELONY, IF APPLICABLE**

If response to previous attribute was "Felon - person/owner IS a convicted felon", vendor shall give the name of the felon and details of conviction.

If you did not answer "Felon - person/owner IS a convicted felon" in the previous question, type "N/A" in the respective field.

N/A

85 **CRIMINAL HISTORY RECORDS REVIEW OF CERTAIN CONTRACT EMPLOYEES**

Texas Education Code Chapter §22.0834 requires that criminal history records be obtained regarding covered employees of entities that contract with a school entity in Texas to provide services for that school entity (“Contractors”) and entities that contract with school entity contractors (“Subcontractors”). Covered employees with disqualifying criminal histories are prohibited from serving at a school entity. Contractors/Subcontractors contracting with a school entity shall (1) maintain compliance with the requirements of Texas Education Code Chapter 22 to the school entity; and (2) require that each of their subcontractors complies with the requirements of Texas Education Code Chapter 22. Contractors performing work at a school entity in Texas must comply with these statutes.
Compliance includes providing or causing employees and sub-contractor employees to provide requested information and fingerprinting upon request.
Covered employees: Employees of a Contractor/Subcontractor who have or will have continuing duties related to the service to be performed at a school entity *and* have or will have direct contact with students. The school entity will be the final arbiter of what constitutes *continuing duties* and *direct contact* with students at their school.

☑ I certify compliance with this attribute.

86

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) CERTIFICATION

Businesses that have been certified by the Texas Building and Procurement Commission (TBPC) or other qualified agency as Historically Underutilized Business (HUB) entities are encouraged to indicate their HUB status when responding to this proposal invitation. The electronic catalogs will indicate HUB certifications for vendors that properly indicate and document their HUB certification on this form.
Select one of the available options:

OPTION A: My business has NOT been certified as HUB.

OPTION B: I certify that my business has been certified as a Historically Underutilized Business (HUB), and I have/will upload the certification information into the "Response Attachments" Tab located in this online bidding event.

OPTION A - Not HUB

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DISCLOSURE OF INTERESTED PARTIES

Texas state law requires the Disclosure of Interested Parties be filed with a public entity, including regional service centers and school districts, for any contract which:
(1) requires an action or vote by the governing body; or
(2) has a value of $1 million or more; or
(3) for any services provided that would require an individual to register as a lobbyist under TX Gov't Code Chapter 305.

NOTE: This form is not required if the vendor is a publicly-traded business entity, including a wholly-owned subsidiary of the business entity (a company in which ownership is dispersed among the general public via shares of stock which are traded via at least one stock exchange or over-the-counter market).

If you are required by law to submit this form, it must be completed online at the Texas Ethics Commission website. Obtain a numbered certificate and click the link below to access the instructions and to complete this required form. Upon completion, vendors required to submit the form must attach it to the proposal via the "Response Attachments" Tab.

Click here to complete the form on the Texas Ethic Commission's 1295 Form webpage.

Please note: The District must verify receipt of all required 1295 forms received within 30 days on the Texas Ethics Commission website. This verification does not indicate a contract award. Contract awards will be issued via direct communication from the AISD Purchasing Department. A contract requiring a Disclosure of Interested Parties form is voidable at any time if:
(1) the governmental entity or state agency submits to the business entity written notice of the business entity's failure to provide the required disclosure; and
(2) the business entity fails to submit to the governmental entity or state agency the required disclosure on or before the 10th business day after the date the business entity receives the written notice.

IF UNDER LAW YOU ARE EXEMPT FROM SUBMITTING THIS 1295 FORM, PROPOSERS MUST SUBMIT A DOCUMENT THAT SHOWS PROOF OR PROVIDES EXPLANATION OF THIS EXEMPTION.

THE FOLLOWING CONTRACTS ARE EXEMPT FROM THE REQUIREMENTS OF TEXAS DISCLOSURE OF INTERESTED PARTIES LAWS:
- *a sponsored research contract of an institution of higher education;*
- *an interagency contract of a state agency or an institution of higher education;*
- *a contract related to health and human services if:*
  - *the value of the contract cannot be determined at the time the contract is executed; and*
  - *any qualified vendor is eligible for the contract;*
- *a contract with a publicly traded business entity, including a wholly owned subsidiary of the business entity;*
- *a contract with an electric utility, as that term is defined by Section 31.002, Utilities Code; or*
- *a contract with a gas utility, as that term is defined by Section 121.001, Utilities Code.*

☑ I certify compliance with this attribute.

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CONFLICT OF INTEREST QUESTIONNAIRE

Region 4 Education Service Center (Region 4) is required to comply with Texas Local Government Code Chapter 176, Disclosure of Certain Relationships with Local Government Officers. House Bill 23 significantly changed Chapter 176 as well as the required disclosures and the corresponding forms. As of September 1, 2015, any vendor who does business with Region 4 or who seeks to do business with Region 4 must fill out the new Conflict of Interest Questionnaire (CIQ) if a conflict of interest exists. A conflict of interest exists in the following situations:

1) If the vendor has an employment or other business relationship with a local government officer of Region 4 or a family member of the officer, as described by section 176.003(a)(2)(A) of the Texas Local Government Code; or
2) If the vendor has given a local government officer of Region 4, or a family member of the officer, one or more gifts with the aggregate value of $100, excluding any gift accepted by the officer or a family member of the officer if the gift is: (a) a political contribution as defined by Title 15 of the Election Code; or (b) a gift of food accepted as a guest; or
3) If the vendor has a family relationship with a local government officer of Region 4.

"Vendor" means a person who enters or seeks to enter into a contract with a local governmental entity. The term includes an agent of a vendor. The term includes an officer or employee of a state agency when that individual is acting in a private capacity to enter into a contract. The term does not include a state agency except for Texas Correctional Industries. Texas Local Government Code 176.001(7).

"Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on: (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity; (B) a transaction conducted at a price and subject to terms available to the public; or (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency. Texas Local Government Code 176.001(3).

"Family relationship" means a relationship between a person and another person within the third degree by consanguinity or the second degree by affinity, as those terms are defined by Subchapter B, Chapter 573, Government Code. Texas Local Government Code 176.001(2-a).

"Local government officer" means: (A) a member of the governing body of a local governmental entity; (B) a director, superintendent, administrator, president, or other person designated as the executive officer of a local governmental entity; or (C) an agent of a local governmental entity who exercises discretion in the planning, recommending, selecting, or contracting of a vendor. Texas Local Government Code 176.001(4).

Individuals serving as a Member of the Board of Directors, the Executive Director, Cabinet Members, and other local government officers may be found at: https://www.esc4.net/about/about-region-4.

For additional information on Conflict of Interest Questionnaire, and the statutes that mandate it, please visit the following links:
Texas Local Government Code, Section 176
Texas House Bill 23

A blank Conflict of Interest Questionnaire is available by clicking:
https://www.ethics.state.tx.us/data/forms/conflict/CIQ.pdf.

If your firm is required to return a completed Conflict of Interest Questionnaire with your proposal submission, use the "Response Attachments" Tab to upload the completed document.

☑ I certify compliance with this attribute.

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ENTITITES THAT BOYCOTT ISRAEL

Pursuant to Chapter 2271 of the Texas Government Code, the Respondent hereby certifies and verifies that neither the Respondent , nor any affiliate, subsidiary, or parent company of the Respondent , if any (the "Respondent Companies"), boycotts Israel, and the Respondent agrees that the Respondent and Respondent Companies will not boycott Israel during the term of this Agreement. For purposes of this Agreement, the term "boycott" shall mean and include refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

EXCEPTIONS: Clause only applies to contracts and contractors that meet the following criteria: (i) Respondent is not a sole proprietorship; (ii) with 10 or more full-time employees; and (iii) with a contract to be paid a value of $100,000 or more wholly or partially from public funds of the governmental entity.

☑ I certify compliance with this attribute.

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FOREIGN TERRORIST ORGANIZATIONS

Section 2252.152 of the Texas Government Code prohibits Region 4 ESC from awarding a contract to any person who does business with Iran, Sudan, or a foreign terrorist organization as defined in Section 2252.151 of the Texas Government Code. Respondent certifies that it not ineligible to receive the contract.

☑ I certify compliance with this attribute.

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FIREARMS ENTITIES AND TRADE ASSOCIATIONS DISCRIMINATION

Respondent verifies that: (1) it does not, and will not for the duration of the contract, have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the contract. If circumstances relevant to this provision change during the course of the contract, Respondent shall promptly notify Region 4 ESC.

APPLICABILITY: This clause applies only to a contract that: (1) is between a governmental entity and a company with at least 10 full-time employees; and (2) has a value of at least $100,000 that is paid wholly or partly from public funds of the governmental entity.

EXCEPTIONS: This clause is not required when a state Agency: (1) contracts with a sole-source provider; or (2) does not receive any bids from a company that is able to provide the written verification required by Section 2274.002(b) of the Texas Government Code.

☑ I certify compliance with this attribute.

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ENERGY COMPANY BOYCOTT PROHIBITED

Respondent represents and warrants that: (1) it does not, and will not for the duration of the contract, boycott energy companies or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the contract. If circumstances relevant to this provision change during the course of the contract, Respondent shall promptly notify Region 4 ESC.

EXCEPTIONS: Clause only applies to contracts and contractors that meet the following criteria: (i) a "company" within the definitions of Section 2274.001(2) of the Tex. Gov't Code; (ii) with 10 or more full-time employees; and (iii) with a contract to be paid a value of $100,000 or more wholly or partially from public funds of the governmental entity.

☑ I certify compliance with this attribute.

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CRITICAL INFRASTRUCTURE AFFIRMATION

Pursuant to Government Code Section 2274.0102, Respondent certifies that neither it nor its parent company, nor any affiliate of Respondent or its parent company, is: (1) majority owned or controlled by citizens or governmental entities of China, Iran, North Korea, Russia, or any other country designated by the Governor under Government Code Section 2274.0103, or (2) headquartered in any of those countries.

EXCEPTION: Clause only applies to solicitations and contracts in which the contractor would be granted direct or remote access to or control of critical infrastructure, as defined by Section 2274.0101 of the Texas Government Code, in this state, other than access specifically allowed for product warranty and support purposes.
The Governor of the State of Texas may designate countries as a threat to critical infrastructure under Section 2274.0103 of the Texas Government Code. Agencies should promptly add any country that is designated by the Governor to this clause."

☑ I certify compliance with this attribute.

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OPEN RECORDS POLICY

All proposals, information and documents submitted are subject to the Public Information Act requirements governed by the State of Texas once a Contract(s) is executed. If an Offeror believes its response, or parts of its response, may be exempted from disclosure, the Offeror must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt and include detailed reasons to substantiate the exemption. Price is not confidential and will not be withheld. Any unmarked information will be considered public information and released, if requested under the Public Information Act.

The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 4 ESC must provide the OAG sufficient information to render an opinion and therefore, vague and general claims to confidentiality by the Offeror are not acceptable. Region 4 ESC must comply with the opinions of the OAG. Region 4 ESC assumes no responsibility for asserting legal arguments on behalf of any Offeror. Offeror is advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information.

Check one of the following responses to the Acknowledgment and Acceptance of Region 4 ESC's Open Records Policy below:

OPTION A: We acknowledge Region 4 ESC's Open Records Policy and declare that no information submitted with this proposal, or any part of our proposal, is exempt from disclosure under the Public Information Act.

OPTION B: We declare the following information to be a trade secret or proprietary and exempt from disclosure under the Public Information Act and these requested exemptions are uploaded into the "Response Attachments" Tab located in this online bidding event.

(Note: Offeror must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, Offeror must include detailed reasons to substantiate the exemption(s). Price is not confidential and will not be withheld. All information believed to be a trade secret or proprietary must be listed. It is further understood that failure to identify such information, in strict accordance with the instructions, will result in that information being considered public information and released, if requested under the Public Information Act.)

OPTION A - No proprietary information

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CONSENT TO RELEASE PROPOSAL TABULATION

Notwithstanding anything explicitly and properly declared as Confidential or Proprietary Information to the contrary, by submitting a Proposal, Vendor consents and agrees that, upon Contract award, the District may publicly release, including posting on the public Region 4 ESC and/or OMNIA Partners website(s), a copy of the proposal tabulation for the Contract including Vendor name; proposed catalog/pricelist name(s); proposed percentage discount(s), unit price(s), hourly labor rate(s), or other specified pricing; and Vendor award notice information.

☑ I certify compliance with this attribute.

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CONTRACTING INFORMATION

If Vendor is not a governmental body and

(a) this Agreement has a stated expenditure of at least $1 million in public funds for the purchase of goods or services by REGION 4 ESC; or

(b) this Agreement results in the expenditure of at least $1 million in public funds for the purchase of goods or services by REGION 4 ESC in a fiscal year of REGION 4 ESC, the following certification shall apply; otherwise, this certification is not required.

As required by Tex. Gov't Code § 552.374(b), the following statement is included in the RFP and the Agreement (unless the Agreement is

(1) related to the purchase or underwriting of a public security;

(2) is or may be used as collateral on a loan; or

(3) proceeds from which are used to pay debt service of a public security of loan):

"The requirements of Subchapter J, Chapter 552, Government Code, may apply to this RFP and Agreement and the contractor or vendor agrees that the contract can be terminated if the contractor or vendor knowingly or intentionally fails to comply with a requirement of that subchapter."

Pursuant to Subchapter J, Chapter 552, Texas Government Code, the Vendor hereby certifies and agrees to

(1) preserve all contracting information related to this Agreement as provided by the records retention requirements applicable to REGION 4 ESC for the duration of the Agreement;

(2) promptly provide to REGION 4 ESC any contracting information related to the Agreement that is in the custody or possession of the Vendor on request of REGION 4 ESC; and

(3) on completion of the Agreement, either

(a) provide at no cost to AISD all contracting information related to the Agreement that is in the custody or possession of Vendor, or

(b) preserve the contracting information related to the Agreement as provided by the records retention requirements applicable to REGION 4 ESC.

☑ I certify compliance with this attribute.

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ANTI-TRUST CERTIFICATION STATEMENT

Vendor affirms under penalty of perjury of the laws of the State of Texas that:

(1) I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;

(2) In connection with this bid, neither I nor any representative of the Company have violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;

(3) In connection with this bid, neither I nor any representative of the Company have violated any federal antitrust law; and

(4) Neither I nor any representative of the Company have directly or indirectly communicated any of the contents of this bid to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

☑ I certify compliance with this attribute.

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FEDERAL RULE (A) - CONTRACT TERM VIOLATIONS

(A) Contracts for more than the simplified acquisition threshold currently set at $250,000 (2 CFR §200.320), which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

*Pursuant to Federal Rule (**A**) above, when federal funds are expended by Region 4 ESC, Region 4 ESC reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.*

☑ I certify compliance with this attribute.

99	**FEDERAL RULE (B) - TERMINATION CONDITIONS** **(B)** Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of $10,000) *Pursuant to Federal Rule (**B**) above, when federal funds are expended by REGION 4 ESC, REGION 4 ESC reserves the right to immediately terminate any agreement in excess of $10,000 resulting from this procurement process in the event of a breach or default of the agreement by Vendor, in the event vendor fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation; (4) to the greatest extent authorized by law, if an award no longer effectuates the program goals or priorities of the Federal awarding agency or REGION 4 ESC. REGION 4 ESC also reserves the right to terminate the contract immediately, with written notice to vendor, for convenience, if REGION 4 ESC believes, in its sole discretion that it is in the best interest of REGION 4 ESC to do so. The vendor will be compensated for work performed and accepted and goods accepted by REGION 4 ESC as of the termination date if the contract is terminated for convenience of REGION 4 ESC. Any award under this procurement process is not exclusive and REGION 4 ESC reserves the right to purchase goods and services from other vendors when it is in the best interest of REGION 4 ESC.* ☑ I certify compliance with this attribute.
100	**FEDERAL RULE (C) - EQUAL EMPLOYMENT OPPORTUNITY** **(C)** Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” It is the policy of REGION 4 ESC not to discriminate on the basis of race, color, national origin, gender, limited English proficiency or disabling conditions in its programs. Vendor agrees not to discriminate against any employee or applicant for employment to be employed in the performance of this Contract, with respect to hire, tenure, terms, conditions and privileges of employment, or a matter directly or indirectly related to employment, because of age (except where based on a bona fide occupational qualification), sex (except where based on a bona fide occupational qualification) or race, color, religion, national origin, or ancestry. Vendor further agrees that every subcontract entered into for the performance of this Contract shall contain a provision requiring non-discrimination in employment herein specified binding upon each subcontractor. Breach of this covenant may be regarded as a material breach of the Contract. *Pursuant to Federal Rule (**C**) and the requirements stated above, when federal funds are expended by REGION 4 ESC on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.* ☑ I certify compliance with this attribute.

101	**FEDERAL RULE (D) - DAVIS BACON ACT/COPELAND ACT** **(D)** Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146- 3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. *Pursuant to Federal Rule (**D**) above, when federal funds are expended by REGION4 ESC, during the term of an award for all contracts and subgrants for construction or repair, the vendor will be in compliance with all applicable Davis-Bacon Act provisions.* ☑ I certify compliance with this attribute.
102	**FEDERAL RULE (E) - CONTRACT WORK HOURS AND SAFETY STANDARDS ACT** **(E)** (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. *Pursuant to Federal Rule (**E**) above, when federal funds are expended by REGION 4 ESC, the vendor certifies that during the term of an award for all contracts by REGION 4 ESC resulting from this procurement process, the vendor will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act.* ☑ I certify compliance with this attribute.
103	**FEDERAL RULE (F) - RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT** **(F)**If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. *Pursuant to Federal Rule (**F**) above, when federal funds are expended by REGION 4 ESC, the vendor certifies that during the term of an award for all contracts by REGION 4 ESC resulting from this procurement process, the vendor agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.* ☑ I certify compliance with this attribute.

104	**FEDERAL RULE (G) - CLEAN AIR ACT/FEDERAL WATER POLLUTION CONTROL ACT** **(G)** The Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). When federal funds are expended by REGION 4 ESC for any contract resulting from this procurement process, the vendor certifies that the vendor will be in compliance with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871). When federal funds are expended by REGION 4 ESC for any contract resulting from this procurement process in excess of $100,000, the vendor certifies that the vendor is in compliance with all applicable standards, orders, regulations, and/or requirements issued pursuant to the Clean Air Act of 1970, as amended (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15. *Pursuant to Federal Rule (**G**) above, when federal funds are expended by REGION 4 ESC, the vendor certifies that during the term of an award for all contracts by REGION 4 ESC resulting from this procurement process, the vendor agrees to comply with all applicable requirements as referenced in Federal Rule (**G**) above.* ☑ I certify compliance with this attribute.
105	**FEDERAL RULE (H) - DEBARMENT AND SUSPENSION** **(H)** (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. *Pursuant to Federal Rule (**H**) above, when federal funds are expended by REGION 4 ESC, the vendor certifies that during the term of an award for all contracts by REGION 4 ESC resulting from this procurement process, the vendor certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency or by the State of Texas. Vendor shall immediately provide written notice to REGION 4 ESC if at any time the vendor learns that this certification was erroneous when submitted or has become erroneous by reason of changed circumstances. REGION 4 ESC may rely upon a certification of a vendor that the vendor is not debarred, suspended, ineligible, or voluntarily excluded from the covered contract, unless REGION 4 ESC knows the certification is erroneous.* ☑ I certify compliance with this attribute.

106

FEDERAL RULE (I) - BYRD ANTI-LOBBYING AMENDMENT

(I) (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

*Pursuant to Federal Rule (**I**) above, when federal funds are expended by REGION 4 ESC, the vendor certifies that during the term and after the awarded term of an award for all contracts by REGION 4 ESC resulting from this procurement process, the vendor certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:*

(1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certificate is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

☑ I certify compliance with this attribute.

107

FEDERAL RULE (J) - PROCUREMENT OF RECOVERED MATERIALS

(J) When federal funds are expended by REGION 4 ESC, REGION 4 ESC and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include: (1) procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; (2) procuring solid waste management services in a manner that maximizes energy and resource recovery; and (3) establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

*Pursuant to Federal Rule (**J**) above, when federal funds are expended REGION 4 ESC, as required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6962(c)(3)(A)(i)), the vendor certifies, by signing this document, that the percentage of recovered materials content for EPA-designated items to be delivered or used in the performance of the contract will be at least the amount required by the applicable contract specifications or other contractual requirements.*

☑ I certify compliance with this attribute.

108

FEDERAL RULE (K) - PROHIBITION ON CERTAIN TELECOM AND SURVEILLANCE SERVICE AND EQUIPMENT

(K) Region 4 ESC, as a non-federal entity, is prohibited from obligating or expending Federal financial assistance, to include loan or grant funds, to: (1) procure or obtain,
(2) extend or renew a contract to procure or obtain, or
(3) enter into a contract (or extend or renew a contract) to procure or obtain, equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as a critical technology as part of any system. Covered telecommunications equipment is telecommunications equipment produced Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities) and physical security surveillance of critical infrastructure and other national security purposes, and video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities) for the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes detailed in 2 CFR § 200.216.

The Respondent certifies that it will not purchase equipment, services, or systems that use covered telecommunications, as defined herein, as a substantial or essential component of any system, or as critical technology as part of any system.

☑ I certify compliance with this attribute.

109

FEDERAL RULE (L) - BUY AMERICAN PROVISIONS

(L) As appropriate and to the extent consistent with law, REGION 4 ESC has a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States, including but not limited to iron, aluminum, steel, cement, and other manufactured products, when spending federal funds. Vendor agrees that the requirements of this section will be included in all subawards including all contracts and purchase orders for work or products under this award, to the greatest extent practicable under a Federal award. Purchases that are made with non-federal funds or grants are excluded from the Buy American Act.

Vendor certifies that it is in compliance with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must still follow the applicable procurement rules calling for free and open competition.

"Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

☑ I certify compliance with this attribute.

110

FEDERAL RULE - REQUIRED AFFIRMATIVE STEPES FOR SMALL, MINORITY, AND WOMEN-OWNED FIRMS FOR CONTRACTS PAID FOR WITH FEDERAL FUNDS

When federal funds are expended by REGION 4 ESC, Vendor is required to take all affirmative steps set forth in 2 CFR 200.321 to solicit and reach out to small, minority and women owned firms for any subcontracting opportunities on the project, including:

1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

☑ I certify compliance with this attribute.

111

FEDERAL RULE - FEDERAL RECORD RETENTION

When federal funds are expended by REGION 4 ESC for any contract resulting from this procurement process, the vendor certifies that it will comply with the record retention requirements detailed in 2 CFR §200.334. The vendor further certifies that vendor will retain all records as required by 2 CFR §200.334 for a period of five (5) years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Vendor agrees that REGION 4 ESC, Inspector General, Department of Homeland Security, FEMA, the Comptroller General of the United States, or any of their duly authorized representatives shall have access to any books, documents, papers and records of Vendor, and its successors, transferees, assignees, and subcontractors that are directly pertinent to the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents. Vendor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. Vendor agrees to provide the FEMA Administrator or his authorized representative access to construction or other work sites pertaining to the work being completed under the Contract.

☑ I certify compliance with this attribute.

112

FEDERAL RULE - PROFIT NEGOTIATION

For purchases using Federal funds in excess of $250,000, REGION 4 ESC may be required to negotiate profit as a separate element of the price. (See 2 CFR 200.324(b)).

When required by REGION 4 ESC, Vendor agrees to provide information relating to profitability of the given transaction and itemize the profit margin as a separate element of the price.

☑ I certify compliance with this attribute.

113

FEDERAL RULE - SOLID WASTE DISPOSAL ACT

A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Sold Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceed $10,000; procuring sold waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. (78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014.)

Pursuant to this federal rule, when federal funds are expended by REGION 4 ESC, the vendor certifies that during the term of all contracts resulting from this procurement process, the vendor agrees to comply with all applicable requirements as referenced in this paragraph.

☑ I certify compliance with this attribute.

114

APPLICABLITY TO SUBCONTRACTORS

Vendor agrees that all contracts it awards pursuant to this procurement action shall be bound by the terms and conditions of this procurement action.

☑ I certify compliance with this attribute.

115

COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When REGION 4 ESC expends federal funds for any contract resulting from this procurement process, Vendor certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

☑ I certify compliance with this attribute.

116 INDEMNIFICATION

Acts or Omissions

Vendor shall indemnify and hold harmless Region 4, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES arising out of, or resulting from any acts or omissions of the Vendor or its agents, employees, subcontractors, Order Fulfillers, or suppliers of subcontractors in the execution or performance of the Contract and any Purchase Orders issued under the Contract.

Infringements

a) Vendor shall indemnify and hold harmless Region 4 and Customers, AND/OR THEIR EMPLOYEES, AGENTS, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES from any and all third party claims involving infringement of United States patents, copyrights, trade and service marks, and any other intellectual or intangible property rights in connection with the PERFORMANCES OR ACTIONS OF VENDOR PURSUANT TO THIS CONTRACT. VENDOR AND THE CUSTOMER AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM. VENDOR SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE INCLUDING ATTORNEYS' FEES.

b) Vendor shall have no liability under this section if the alleged infringement is caused in whole or in part by: (i) use of the product or service for a purpose or in a manner for which the product or service was not designed, (ii) any modification made to the product without Vendor's written approval, (iii) any modifications made to the product by the Vendor pursuant to Customer's specific instructions, (iv) any intellectual property right owned by or licensed to Customer, or (v) any use of the product or service by Customer that is not in conformity with the terms of any applicable license agreement.

c) If Vendor becomes aware of an actual or potential claim, or Customer provides Vendor with notice of an actual or potential claim, Vendor may (or in the case of an injunction against Customer, shall), at Vendor's sole option and expense; (i) procure for the Customer the right to continue to use the affected portion of the product or service, or (ii) modify or replace the affected portion of the product or service with functionally equivalent or superior product or service so that Customer's use is non-infringing.

Taxes/Workers' Compensation/Unemployment Insurance – Including Indemnity

a) VENDOR AGREES AND ACKNOWLEDGES THAT DURING THE EXISTENCE OF THIS CONTRACT, VENDOR SHALL BE ENTIRELY RESPONSIBLE FOR THE LIABILITY AND PAYMENT OF VENDOR'S AND VENDOR'S EMPLOYEES' TAXES OF WHATEVER KIND, ARISING OUT OF THE PERFORMANCES IN THIS CONTRACT. VENDOR AGREES TO COMPLY WITH ALL STATE AND FEDERAL LAWS APPLICABLE TO ANY SUCH PERSONS, INCLUDING LAWS REGARDING WAGES, TAXES, INSURANCE, AND WORKERS' COMPENSATION. THE CUSTOMER AND/OR REGION 4 SHALL NOT BE LIABLE TO THE VENDOR, ITS EMPLOYEES, AGENTS, OR OTHERS FOR THE PAYMENT OF TAXES OR THE PROVISION OF UNEMPLOYMENT INSURANCE AND/OR WORKERS' COMPENSATION OR ANY BENEFIT AVAILABLE TO A STATE EMPLOYEE OR EMPLOYEE OF ANOTHER GOVERNMENTAL ENTITY CUSTOMER.

b) VENDOR AGREES TO INDEMNIFY AND HOLD HARMLESS CUSTOMERS, REGION 4 AND/OR THEIR EMPLOYEES, AGENTS, REPRESENTATIVES, CONTRACTORS, AND/OR ASSIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEYS' FEES, AND EXPENSES, RELATING TO TAX LIABILITY, UNEMPLOYMENT INSURANCE AND/OR WORKERS' COMPENSATION IN ITS PERFORMANCE UNDER THIS CONTRACT, VENDOR SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE INCLUDING ATTORNEYS' FEES.

☑ I certify compliance with this attribute.

117 EXCESS OBLIGATIONS PROHIBITED

Proposer understands that all obligations of Region 4 ESC under the contract are subject to the availability of state funds. If such funds are not appropriated or become unavailable, the contract may be terminated by Region 4 ESC.

☑ I certify compliance with this attribute.

118 SUSPENSION AND DEBARMENT

Respondent certifies that neither it nor its principals are debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded from participation in the contract by any state or federal agency.

☑ I certify compliance with this attribute.

119

CHANGE IN LAW AND COMPLIANCE WITH LAWS

Proposer shall comply with all laws, regulations, requirements and guidelines applicable to a vendor providing services and products required by the contract to the Region 4 ESC, as these laws, regulations, requirements and guidelines currently exist and as amended throughout the term of the contract. Region 4 ESC reserves the right, in its sole discretion, to unilaterally amend the contract prior to award and throughout the term of the contract to incorporate any modifications necessary for compliance with all applicable state and federal laws, regulations, requirements and guidelines.

☑ I certify compliance with this attribute.

120

Does the Offerors offer provide a percentage discount for different categories of products/services? If yes, please describe the discounts for each category. The discount shall remain the same throughout the term of the contract and at the renewal options

Service rates listed below are based on hourly pricing: These labor rates do not include Union Rates. Prevailing wage rates will be adjusted accordingly. Per National Cooperative Contract Response (Exhibit A Section 1.4) Administration $89.00 Travel Labor $89.00 Touch Panel $123.00 Build/Mockup In House $123.00 Programming In House $176.00 Commissioning In House $176.00 Installation Onsite $123.00 Drafting $123.00 Project Manager $176.00 Commissioning Onsite $176.00 Engineer $176.00 Broadcast/Control Room Commissioning $224.00 Consulting $224.00 Provided MSRP Discount per Manufacturer: AKG 41% AMX 48% APC 14% Atlas 36% Atlona 29% Audio Technica 13% AVPRO 48% Barco Projectors 20% Biamp 41% Black Magic 3% Bose 40% C2G (Cables to Go) 30% Chauvet 25% Chief 33% Christie 15% Cisco 10% Comprehensive 26% Crestron 41% DaLite 29% Draper 30% Elmo 15% Epson Projectors 10% Extron 41% Grass Valley 15% HP Poly 15% Jabra PanaCast 19% JBL 35% JVC Broadcast 5% Kramer 20% LG Commercial Displays 26% Listen 25% Logitech 15% Lowell 44% Luxul 30% Mackie 11% Mersive 20% Middle Atlantic 45% NEC Commercial -Sharp 16% NetGear 20% NewLine 15% Optoma 15% Panasonic Commercial Displays 15% Panasonic Projectors 15% Peerless 20% Planar 12% QSC 23% Radio Design Lab (RDL) 29% RDL 29% Ross Video 15% Samsung Commercial Displays 20% Sennheiser 15% Sharp / NEC Commercial Displays 16% Shure 15% Sony Commercial 13% Sony PTZ & Accessories 13% Spectrum Furniture 35% Stewart Audio 36% TrippLite 38% Vaddio 17% Wiremold 34% Wolfvision 9% ZeeVee -Kramer 20%

121

Has the Offeror had a previous business relationship with Region 4? Briefly describe any past contracts or interactions.

None that we know of.

122

Does the Offeror have any conflicts of interest with any employees of Region 4 ESC? Please explain any potential conflicts that may exist and submit the proper documentation required under Texas law if a conflict does exist.

CTI confirms that it has no conflicts of interest with any employees of Region 4 ESC. No employees, officers, or owners of Conference Technologies, Inc. are known to have any financial or personal relationships with Region 4 ESC personnel.

123

Total number and location of salespersons employed by Supplier.

CTI employs 191 full-time sales professionals across 38 offices in 25 states, including major hubs in Texas (Austin, Dallas, Houston, San Antonio), Missouri, Illinois, California, Tennessee, and North Carolina

124

Please provide the number and location of support centers (if applicable) and location of corporate office.

CTI operates 38 branch offices nationwide, all serving as regional support centers. Each branch includes technical services, project management, and customer service. The corporate headquarters is located at: 11653 Adie Rd., Maryland Heights, MO 63043

125 **Please provide the annual sales for the three previous fiscal years. Please submit FEIN and Dunn & Bradstreet report.**

Annual Sales (Fiscal Years): 2022: $65.4 million 2023: $75.1 million 2024: $83.9 million2025 Master Bid Doc_CTI FEIN: 43-1501713 DUNS: 619503634 A copy of the Dunn & Bradstreet report can be submitted upon request or as part of the final bid package.

126 **List any relationships with subcontractors or affiliates intended to be used when providing services and identify if subcontractors meet minority-owned standards.**

If any, list which certifications subcontractors hold and certifying agency.

CTI does not typically use subcontractors for AV integration work. In limited cases, specialized licensed trades (e.g., electricians or cabling) may be subcontracted. If used, CTI will disclose and confirm qualifications. No certified minority-owned subcontractors are currently listed. CTI is a woman-owned business (51% ownership) but not formally certified as an M/WBE.

127 **Describe how supplier differentiates itself from its competitors.**

CTI is the largest privately held AV integrator in the U.S., with in-house programming, rack fabrication, and live event divisions, plus full-service broadcast integration capabilities. With over 1,000 employees, nationwide coverage, and a project success rate exceeding 95%, CTI delivers high-quality, scalable solutions unmatched by regional competitors

128 **Describe any green or environmental initiatives or policies.**

CTI practices environmental responsibility by using remote commissioning, digital documentation, and energy-efficient AV systems (e.g., LED displays, occupancy sensors). Offices recycle electronics and packaging, and CTI encourages low-emission shipping partners. Sustainable design practices are incorporated into system design when requested by the client

129 **Describe how supplier proposes to distribute the products/service nationwide. Include any states where products and services will not be offered under the Master Agreement, including U.S. Territories and Outlying Areas.**

CTI delivers products and services nationwide through its 38 regional offices in 25 states, each equipped with warehouse capacity, installation teams, and project managers. We provide full service—including design, installation, commissioning, programming, and training—in all 50 U.S. states and Washington, D.C. CTI does not currently serve U.S. territories or outlying areas such as Guam, Puerto Rico, or the U.S. Virgin Islands under this contract. However, support for military or federal projects in those locations can be evaluated on a case-by-case basis

130 **Identify all other companies that will be involved in processing, handling or shipping the products/service to the end user.**

ChatGPT said: Here are detailed, verified responses for Questions 129–137, tailored specifically for CTI and Region 4 ESC's RFP: 129. Nationwide Distribution Plan CTI delivers products and services nationwide through its 38 regional offices in 25 states, each equipped with warehouse capacity, installation teams, and project managers. We provide full service—including design, installation, commissioning, programming, and training—in all 50 U.S. states and Washington, D.C. CTI does not currently serve U.S. territories or outlying areas such as Guam, Puerto Rico, or the U.S. Virgin Islands under this contract. However, support for military or federal projects in those locations can be evaluated on a case-by-case basis2025 CTI Quick Referenc…. 130. Additional Companies Involved in Processing, Handling, or Shipping CTI performs nearly all handling, delivery, and installation internally. Product shipping from manufacturers is typically direct to CTI regional warehouses or project sites. When required, CTI may utilize third-party freight carriers (e.g., FedEx Freight, UPS Supply Chain, or manufacturer-aligned logistics) for large equipment deliveries. However, CTI remains the single point of contact and project lead for all shipments and services provided under this contract.

131	**Provide ordering methods, online ordering, order tracking, search options, order history.**
	Orders can be placed through: CTI’s Houston Office Coordinator, Michelle Sweet Email: Michelle.Sweet@cti.com Phone: (713) 524-1956 Online inquiry via www.CTI.com (Request for Quote form) Direct coordination with assigned CTI Account Managers Customers can request order confirmations, shipping updates, and project status through the Houston office. Order history and status tracking are maintained internally and provided upon request. CTI is also developing a customer portal to support future order tracking and digital documentation access.
132	**Can the vendor provide all requested goods and services? Explain how the Offeror's products/services fulfill Region 4's needs. Include whether specific categories or items are excluded.**
	Yes. CTI can provide all core AV integration, conferencing, control systems, installation, training, and support services requested. All categories in the RFP—including consulting, procurement, and system design—are within CTI's scope. We may exclude off-the-shelf consumer electronics (e.g., household TVs) not suitable for commercial environments, unless specified by the customer.
133	**What standard price adjustments can be anticipated? Identify any standard increases related to cost-of-living adjustments or other factors that may impact pricing throughout the duration of the contract.**
	CTI anticipates annual pricing updates based on manufacturer adjustments, typically occurring Q1 each year. These increases average 3–5% annually, aligned with inflation, materials costs, and product lifecycle changes. CTI does not apply additional markups during these updates and honors quoted pricing during the project validity period.
134	**What is the Offeror's capability to meet service and warranty needs? Detail how service requests and warranty claims will be handled.**
	CTI maintains nationwide field service teams, with over 250 service professionals and 72 support coordinators. All service requests are routed through our Care Team or local branch, with response times based on service level agreements. CTI handles warranty claims directly with manufacturers and supports the customer through equipment replacement, repair coordination, and documentation. A one-year workmanship warranty is included on all CTI-installed systems
135	**What is the Offeror's capability to comply with laws and rules relating to historically underutilized businesses, if any? Confirm compliance and include any relevant details.**
	CTI complies with all applicable laws and rules related to Historically Underutilized Businesses (HUBs). While CTI is 51% woman-owned, it does not currently maintain formal HUB or M/WBE certification. Upon request, CTI will partner with certified subcontractors to meet agency-specific diversity goals and provide documentation accordingly.
136	**Are there any additional factors identified in the request for proposal that are relevant to the decision for award?**
	CTI’s long-standing experience with public sector clients, full-service AV capabilities (including broadcast and live events), and strong national footprint with local service teams are highly relevant to this award. Our APEx certification, in-house resources, and scalable service model distinguish us as a comprehensive provider for Region 4 ESC.
137	**What is the long-term cost impact of the Offeror's products/services? Describe how the pricing and services offered affect Region 4's long-term costs.**
	TI reduces long-term costs through high-quality system design, extended warranties, energy-efficient components, and modular upgrade paths. Our in-house programming and rack build reduce labor overhead and system downtime. The ability to scale services nationally ensures price consistency and cost control across future projects for Region 4 and its agencies.

Conference Technologies, Inc. (CTI) – Value Added Services Statement

As the largest privately held AV integration and events provider in the U.S., CTI offers far more than standard AV solutions—we deliver a suite of value-added services that elevate the customer experience from initial consultation through long-term support. Our dedication to partnership, performance, and technical excellence ensures every investment delivers long-term value.

10 Reasons to Partner with CTI:

1. Proven EDGE Process. CTI's proprietary EDGE methodology—Engage, Design, Game Plan, Execute—delivers a seamless and customized AV experience. Each phase builds on client collaboration, transparency, and measured milestones to ensure complete project success.

2. Nationwide & Global Reach. With 40 U.S. locations and international reach via the PSNI Global Alliance, CTI guarantees consistent service quality and deployment standards for clients operating regionally or worldwide.

3. Comprehensive Service Agreements (CTI Complete). We offer proactive support agreements including guaranteed on-site response times, parts and labor coverage, and mission-critical meeting protection—backed by a centralized support portal and service reporting.

4. 24/7/365 Support Infrastructure. CTI maintains round-the-clock technical assistance across all regions. Our in-house engineering, programming, and service specialists ensure your systems remain operational, responsive, and optimized.

5. Manufacturer-Certified Professionals. Our AVIXA Apex-certified team includes specialists trained and certified by top AV technology brands such as Crestron, Polycom, AMX, and Biamp, supported by a continuous learning environment.

6. Customized Solutions by Industry. CTI builds solutions tailored to the unique requirements of higher education, healthcare, government, justice, corporate, and mission-critical sectors—delivering performance, compliance, and usability at scale.

7. Commitment to Sustainability & Community. We reduce environmental impact through remote commissioning, eco-conscious design, and electronic waste recycling. Our hiring and outreach programs support veterans, local communities, and underrepresented groups.

8. Custom Programming & Control Integration. Our software development team engineer's user-friendly interfaces and robust automation frameworks that align with each client's technical goals and infrastructure.

9. Broadcast Integration & Production Expertise. CTI designs and installs end-to-end broadcast systems for government chambers, higher education institutions, national media, and athletic venues. Services include control rooms, streaming architecture, media capture, and hybrid event production.

10. Engineered System Design Using Leading Technology. CTI's AV solutions are built by some of the industry's top engineers and technologists. We utilize the latest technologies to ensure every system is intelligently designed, fully integrated, and future-ready—delivering unmatched performance, reliability, and innovation.

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See *Specific Instructions* on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

Conference Technologies, Inc.

2 Business name/disregarded entity name, if different from above.

dba CTI

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor ☐ C corporation ☑ S corporation ☐ Partnership ☐ Trust/estate

☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . .

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) **5**

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any)

(Applies to accounts maintained outside the United States.)

5 Address (number, street, and apt. or suite no.). See instructions.

11653 Adie Rd.

6 City, state, and ZIP code

Maryland Heights, MO 63043

Requester's name and address (optional)

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

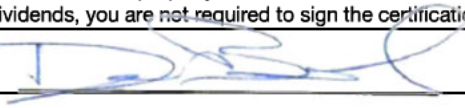
4	3	–	1	5	0	1	7	1	3

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here **Signature of U.S. person**  **Date** 01/01/2025

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2025-1310269

Date Filed:
05/15/2025

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Conference Technologies, Inc.
Maryland Heights, MO United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Region 4 Education Service Center

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

25-04
Audio Visual Solutions and Services

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Conference Technologies, Inc. dba CTI	Houston, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____County, State of _____, on the _____day of _____, 20_____.
(month) (year)

_____
Signature of authorized agent of contracting business entity
(Declarant)

3.1 Company

A. Brief History and Experience

Conference Technologies, Inc. (CTI), founded in 1988 and headquartered in Maryland Heights, Missouri, is the largest privately held AV integration firm in the U.S., offering AV, IT, conferencing, control systems, and live event services. With 38 branches nationwide, CTI supports over 11,000 completed projects and a staff of more than 1,000 professionals. Our public sector experience includes AV integration for K-12, higher education, federal courts, and public broadcasting.

B. Sales Staff

CTI employs 191 full-time sales professionals across 38 office locations in 25 states.

C. Support Centers and HQ

CTI operates 38 offices that also function as regional support centers. The corporate office is located at 11653 Adie Rd., Maryland Heights, MO 63043.

D. Annual Sales / FEIN / D&B

FY 2022: $65.4M

FY 2023: $75.1M

FY 2024: $83.9M

FEIN: 43-1501713

DUNS: 619503634(Dunn & Bradstreet report available upon request)

E. Environmental Initiatives

CTI promotes sustainable design using energy-efficient AV systems, digital documentation, remote commissioning, and recycling of electronics and packaging across all facilities.

F. Diversity Programs

CTI is 51% woman-owned (Mary Laughlin) but not formally certified. Upon request, CTI partners with certified subcontractors to meet diversity goals. No pricing changes are associated unless subcontractor-specific rates apply.

G. Certifications - None

H. Subcontractors

CTI self-performs most services. Limited use of licensed subcontractors for specialty trades (e.g., electrical) may occur. CTI will disclose certifications if applicable.

I. Competitive Differentiators

CTI offers in-house programming, rack build, broadcast integration, and live events support—differentiating us from competitors reliant on outsourced labor. We maintain high service consistency, local offices, and a national scale.

J. Litigation/Bankruptcy

No history of litigation, bankruptcy, or reorganization.

K. Felony Convictions

CTI is not owned or operated by anyone with a felony conviction.

L. Debarment or Suspension

No debarment or suspension actions have been taken against CTI.

3.2 Distribution, Logistics

A. Full Line of Products and Services

CTI offers complete audiovisual integration, conferencing systems, control systems, broadcast design, installation, programming, training, live event services, consulting, and maintenance.

B. Nationwide Distribution

CTI distributes directly from its 38 branch offices. All 50 U.S. states are covered. U.S. Territories (e.g., Puerto Rico, Guam) are not currently served under the agreement.

C. Pricing Compliance

Participating Agencies order directly through CTI (phone, email, online inquiry). Quotes include contract ID and pricing. CTI's CRM and Contracts Department ensure audit trail and contract compliance.

D. Handling Partners

Products are shipped by manufacturers or CTI via national freight carriers. CTI controls all service and project delivery.

E. Distribution Facilities

38 regional offices. HQ warehouse (St. Louis, MO) is 34,000 sq. ft., with 14,000+ sq. ft. for staging/inventory. Other hubs: Dallas, Phoenix, Memphis, Kansas City, Omaha.

3.3 Marketing and Sales

A. Website Posting Exceptions

No redactions requested. CTI consents to full publication of response materials on the OMNIA Partners website.

B. 90-Day Implementation Plan

CTI will implement the Region 4 ESC/OMNIA Master Agreement as its primary national cooperative contract within 90 days of award. The strategy includes the following phases:

Day 0–10: Executive Leadership Endorsement

- CEO John Laughlin and EVP of Sales Brian Van Der Hagen will issue a formal internal memo designating the OMNIA Master Agreement as CTI's public sector go-to-market contract.
- Messaging will be distributed to all employees via internal communication platforms.

Day 11–30: Internal Enablement and CRM Integration

- Contract documents, pricing structure, and eligibility guidelines will be uploaded to CTI's internal SharePoint and CRM.
- RVPs will begin internal rollouts and train their branch directors and sales teams on OMNIA contract procedures.

Day 31–60: National Sales Training and Tools Deployment

- A national training webinar series will be conducted, featuring participation from OMNIA Partners.
- CTI's Contracts Department will distribute FAQs, pricing guidance, and standard proposal templates.
- Sales enablement kits will be created, including a launch deck, case studies, and contract overview one-pagers.

Day 61–90: Field Activation and Performance Monitoring

- Regional teams will begin customer outreach to existing public agency clients, providing contract details and onboarding support.
- Marketing and Sales leadership will monitor adoption and provide weekly updates to leadership and OMNIA Partners.
- A quarterly review cadence will be established to track KPIs and optimize engagement.

C. 90-Day Marketing Plan

CTI will aggressively promote the OMNIA Master Agreement through coordinated efforts across marketing, sales, and executive channels.

Day 0–30: Contract Launch Campaign

- Develop and distribute a co-branded press release to trade publications such as AV Network, SCN, EdTech, and Government Technology.
- Design contract announcement graphics and content for internal and external distribution.
- Begin content development for dedicated web page.

Day 31–60: Web and Collateral Rollout

- Launch a dedicated OMNIA Partners landing page on www.CTI.com featuring:
    - OMNIA Partners standard logo
    - Copy of the original RFP and awarded Master Agreement
    - Summary of eligible products and services
    - Downloadable marketing materials
    - Electronic link to OMNIA's registration portal
    - Dedicated toll-free support number (800-743-6051) and email (contracts@cti.com)
- Publish and distribute digital marketing materials (flyers, one-pagers, case studies).

Day 61–90: National and Regional Engagement

- Begin scheduling and attending OMNIA-related events: NIGP Forum, NPI Conference, and Regional Summits.
- Submit ads to trade publications and newsletters.
- Promote OMNIA Master Agreement via email blasts to CTI's public sector contact list.
- Leverage LinkedIn and digital platforms for paid and organic promotion.

Ongoing Commitments Beyond 90 Days

- Continued participation in OMNIA events.
- Quarterly release of updated case studies, success stories, and promotional campaigns.
- Regular updates to the OMNIA landing page.
- Full integration of contract marketing into CTI's national sales campaigns and regional strategies.

D. Customer Transition Plan

Existing agency accounts will be transitioned with updated contracts and onboarding. CTI holds national/state contracts (e.g., GSA GS-03F-0124Y, Tennessee, Illinois, Texas DIR). OMNIA will become the preferred national cooperative vehicle.

E. Logo Use

CTI agrees to provide logo and grants permission for OMNIA Partners' use in marketing. CTI agrees to obtain permission for OMNIA logo use.

F. Proactive Sales

CTI will actively market the Master Agreement using OMNIA-branded materials and communicate that it is a competitively awarded, no-cost, non-exclusive contract.

G. Sales Force Training

Training will include contract features, eligible agencies, cooperative contract value, and use-case examples. OMNIA participation in training sessions is welcomed.

H. Contact Information

i. Executive Support – William Kocher – bill.kocher@cti.com

ii. Marketing – Tobi Tungl, CMO – tobi.tungl@cti.com

iii. Sales – Brian Van Der Hagen, EVP Sales – Brian.VanDerHagen@cti.com

iv. Sales Support – Regional VPs [https://www.cti.com/locations]

v. Financial Reporting – Dan Bunyard, CFO – dan.bunyard@cti.com

vi. Accounts Payable – Poonam Waghalkar– Poonam.Waghalkar@cti.com

vii. Contracts – CTI Contracts Department – contracts@cti.com

I. Sales Force Structure

Led by EVP Sales (Brian Van Der Hagen), CTI's national sales team includes 12 RVPs, 38 Branch Directors, and 190+ reps across 25 states.

J. Sales Coordination with OMNIA

CTI and OMNIA will share strategic planning, co-branded campaigns, sales tracking, lead sharing, quarterly reporting, and co-attended webinars.

K. Previous Public Sales & Top 10 Agencies

FY2024 Public Sector Sales: $45,680,321Top 10 Agencies include: U.S. VA, UT System, Texas A&M, U.S. District Courts, Iowa Hospitals, City of Austin, TN Higher Ed, LA County, Kansas State, Northrop Grumman [Contacts on file]

L. Information Systems

CTI uses integrated CRM, accounting, and project management platforms. Orders, quotes, delivery, and payments are tracked internally. ERP and client communication tools ensure accountability.

[redacted]

[redacted]

[redacted]

[redacted]

N. Response to Other Solicitations

CTI will respond with OMNIA pricing. If lower pricing is required, it will be labeled under OMNIA with appropriate reporting. Alternate pricing may be used only if the agency rejects the Master Agreement.

www.CTI.com
info@CTI.com
(800) 743-6051

5/27/2025

Conference Technologies, Inc. (CTI) is not HUB Certified. CTI will perform the entirety of the contract utilizing its own full-time employees, company-owned equipment, materials, and supplies. CTI does not intend to subcontract any portion of the scope of work. All services, installations, and support required under this contract will be executed directly by CTI personnel using internal resources to ensure quality control, consistency, and compliance with all contract specifications.

William A. KOCHER
Contract Administrator
Office: 309-240-6419
Address: 884 North Main Street, Morton, IL 61550
Web: CTI.com

Exhibit F
Federal Funds Certifications

FEDERAL CERTIFICATIONS
ADDENDUM FOR AGREEMENT FUNDED BY U.S. FEDERAL GRANT

TO WHOM IT MAY CONCERN:

Participating Agencies may elect to use federal funds to purchase under the Master Agreement. This form should be completed and returned.

DEFINITIONS

Contract means a legal instrument by which a non–Federal entity purchases property or services needed to carry out the project or program under a Federal award. The term as used in this part does not include a legal instrument, even if the non–Federal entity considers it a contract, when the substance of the transaction meets the definition of a Federal award or subaward

Contractor means an entity that receives a contract as defined in Contract.

Cooperative agreement means a legal instrument of financial assistance between a Federal awarding agency or pass-through entity and a non–Federal entity that, consistent with 31 U.S.C. 6302–6305:

(a) Is used to enter into a relationship the principal purpose of which is to transfer anything of value from the Federal awarding agency or pass-through entity to the non–Federal entity to carry out a public purpose authorized by a law of the United States (see 31 U.S.C. 6101(3)); and not to acquire property or services for the Federal government or pass-through entity's direct benefit or use;

(b) Is distinguished from a grant in that it provides for substantial involvement between the Federal awarding agency or pass-through entity and the non–Federal entity in carrying out the activity contemplated by the Federal award.

(c) The term does not include:

(1) A cooperative research and development agreement as defined in 15 U.S.C. 3710a; or

(2) An agreement that provides only:

(i) Direct United States Government cash assistance to an individual;

(ii) A subsidy;

(iii) A loan;

(iv) A loan guarantee; or

(v) Insurance.

Federal awarding agency means the Federal agency that provides a Federal award directly to a non–Federal entity

Federal award has the meaning, depending on the context, in either paragraph (a) or (b) of this section:

(a)(1) The Federal financial assistance that a non–Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability; or

(2) The cost-reimbursement contract under the Federal Acquisition Regulations that a non–Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability.

(b) The instrument setting forth the terms and conditions. The instrument is the grant agreement, cooperative agreement, other agreement for assistance covered in paragraph (b) of § 200.40 Federal financial assistance, or the cost-reimbursement contract awarded under the Federal Acquisition Regulations.

(c) Federal award does not include other contracts that a Federal agency uses to buy goods or services from a contractor or a contract to operate Federal government owned, contractor operated facilities (GOCOs).

(d) See also definitions of Federal financial assistance, grant agreement, and cooperative agreement.

Non–Federal entity means a state, local government, Indian tribe, institution of higher education (IHE), or nonprofit organization that carries out a Federal award as a recipient or subrecipient.

Nonprofit organization means any corporation, trust, association, cooperative, or other organization, not including IHEs, that:

(a) Is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest;

(b) Is not organized primarily for profit; and

(c) Uses net proceeds to maintain, improve, or expand the operations of the organization.

Obligations means, when used in connection with a non–Federal entity's utilization of funds under a Federal award, orders placed for property and services, contracts and subawards made, and similar transactions during a given period that require payment by the non–Federal entity during the same or a future period.

Pass-through entity means a non–Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program.

Recipient means a non–Federal entity that receives a Federal award directly from a Federal awarding agency to carry out an activity under a Federal program. The term recipient does not include subrecipients.

Simplified acquisition threshold means the dollar amount below which a non–Federal entity may purchase property or services using small purchase methods. Non–Federal entities adopt small purchase procedures in order to expedite the purchase of items costing less than the simplified acquisition threshold. The simplified acquisition threshold is set by the Federal Acquisition Regulation at 48 CFR Subpart 2.1 (Definitions) and in accordance with 41 U.S.C. 1908. As of the publication of this part, the simplified acquisition threshold is $250,000, but this threshold is periodically adjusted for inflation. (Also see definition of § 200.67 Micro-purchase.)

Subaward means an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.

Subrecipient means a non–Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency.

Termination means the ending of a Federal award, in whole or in part at any time prior to the planned end of period of performance.

The following provisions may be required and apply when Participating Agency expends federal funds for any purchase resulting from this procurement process. Per FAR 52.204-24 and FAR 52.204-25, solicitations and resultant contracts shall contain the following provisions.

52.204-24 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (Oct 2020)

The Offeror shall not complete the representation at paragraph (d)(1) of this provision if the Offeror has represented that it "does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument" in paragraph (c)(1) in the provision at 52.204-26, Covered Telecommunications Equipment or Services—Representation, or in paragraph (v)(2)(i) of the provision at 52.212-3, Offeror Representations and Certifications-Commercial Items. The Offeror shall not complete the representation in paragraph (d)(2) of this provision if the Offeror has represented that it "does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services" in paragraph (c)(2) of the provision at 52.204-26, or in paragraph (v)(2)(ii) of the provision at 52.212-3.

(a) *Definitions.* As used in this provision—

Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements, reasonable inquiry, roaming, and substantial or essential component have the meanings provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) *Prohibition*.

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract or extending or renewing a contract with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) *Procedures.* The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (https://www.sam.gov) for entities excluded from receiving federal awards for "covered telecommunications equipment or services".

(d) *Representation.* The Offeror represents that—

(1) It □ will, □ will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation. The Offeror shall provide the additional disclosure information required at paragraph (e)(1) of this section if the Offeror responds "will" in paragraph (d)(1) of this section; and

(2) After conducting a reasonable inquiry, for purposes of this representation, the Offeror represents that—

It □ does, □ does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror shall provide the additional disclosure information required at paragraph (e)(2) of this section if the Offeror responds "does" in paragraph (d)(2) of this section.

(e) *Disclosures.*

(1) Disclosure for the representation in paragraph (d)(1) of this provision. If the Offeror has responded "will" in the representation in paragraph (d)(1) of this provision, the Offeror shall provide the following information as part of the offer.

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(2) Disclosure for the representation in paragraph (d)(2) of this provision. If the Offeror has responded "does" in the representation in paragraph (d)(2) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the PSC of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (Aug 2020).

(a) *Definitions.* As used in this clause—

Backhaul means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (*e.g.*, connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (*e.g.*, fiber optic, coaxial cable, Ethernet).

Covered foreign country means The People's Republic of China.

Covered telecommunications equipment or services means–

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

(2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

(3) Telecommunications or video surveillance services provided by such entities or using such equipment; or

(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Critical technology means–

(1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;

(2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled-

(i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or

(ii) For reasons relating to regional stability or surreptitious listening;

(3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);

(4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);

(5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or

(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

Interconnection arrangements means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (*e.g.*, connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

Reasonable inquiry means an inquiry designed to uncover any information in the entity's possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third-party audit.

Roaming means cellular communications services (*e.g.*, voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

Substantial or essential component means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(b) *Prohibition*.

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The Contractor is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract, or extending or renewing a contract, with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract.

(c) *Exceptions.* This clause does not prohibit contractors from providing—

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(d) Reporting requirement.

(1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information; in the case of the Department of Defense, the Contractor shall report to the website at https://dibnet.dod.mil. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at https://dibnet.dod.mil.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause

(i) Within one business day from the date of such identification or notification: the contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) *Subcontracts.* The Contractor shall insert the substance of this clause, including this paragraph (e) and excluding paragraph (b)(2), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items.

The following certifications and provisions may be required and apply when Participating Agency expends federal funds for any purchase resulting from this procurement process. Pursuant to 2 C.F.R. § 200.327, all contracts, including small purchases, awarded by the Participating Agency and the Participating Agency's subcontractors shall contain the procurement provisions of Appendix II to Part 200, as applicable.

APPENDIX II TO 2 CFR PART 200

(A) Contracts for more than the simplified acquisition threshold currently set at $250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Pursuant to Federal Rule (A) above, when a Participating Agency expends federal funds, the Participating Agency reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

(B) All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

Pursuant to Federal Rule (B) above, when a Participating Agency expends federal funds, the Participating Agency reserves the right to immediately terminate any agreement in excess of $10,000 resulting from this procurement process in the event of a breach or default of the agreement by Offeror as detailed in the terms of the contract.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

(**C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 CFR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."**

Pursuant to Federal Rule (C) above, when a Participating Agency expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

Does offeror agree to abide by the above? YES _____ Initials of Authorized Representative of offeror

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non - Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work

Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
Pursuant to Federal Rule (D) above, when a Participating Agency expends federal funds during the term of an award for all contracts and subgrants for construction or repair, offeror will be in compliance with all applicable Davis-Bacon Act provisions.

Does offeror agree? YES _____Initials of Authorized Representative of offeror

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Pursuant to Federal Rule (E) above, when a Participating Agency expends federal funds, offeror certifies that offeror will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by Participating Agency resulting from this procurement process.

Does offeror agree? YES _____Initials of Authorized Representative of offeror

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Pursuant to Federal Rule (F) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.

Does offeror agree? YES _____Initials of Authorized Representative of offeror

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA)

In the event Federal Transit Administration (FTA) or Department of Transportation (DOT) funding is used by Participating Public Agency, Offeror also agrees to include Clean Air and Clean Water requirements in each subcontract exceeding $100,000 financed in whole or in part with Federal assistance provided by FTA.

Pursuant to Federal Rule (G) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency member resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

Does offeror agree? YES _____Initials of Authorized Representative of offeror

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the Executive Office of the President Office of Management and Budget (OMB) guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to Federal Rule (H) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency. If at any time during the term of an award the offeror or its principals becomes debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency, the offeror will notify the Participating Agency.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Pursuant to Federal Rule (I) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term and after the awarded term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

(3) The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such subrecipients shall certify and disclose accordingly.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

When federal funds are expended by Participating Agency for any contract resulting from this procurement process, offeror certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The offeror further certifies that offeror will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When Participating Agency expends federal funds for any contract resulting from this procurement process, offeror certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

To the extent purchases are made with Federal Highway Administration, Federal Railroad Administration, or Federal Transit Administration funds, offeror certifies that its products comply with all applicable provisions of the Buy America Act and agrees to provide such certification or applicable waiver with respect to specific products to any Participating Agency upon request. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition. Additionally:

(1) The Contractor agrees to comply with 49 USC 5323(j) and 49 CFR Part 661, which provide that federal funds may not be obligated unless steel, iron and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR 661.7.A general public interest waiver from the Buy America requirements applies to microprocessors, computers, microcomputers, software or other such devices, which are used solely for the purpose of processing or storing data. This general waiver does not extend to a product or device that merely contains a microprocessor or microcomputer and is not used solely for the purpose of processing or storing data. Separate requirements for rolling stock are set out at 5323(j)(2)(C) and 49 CFR 661.11.

(2) A bidder or offeror must submit to the FTA recipient the appropriate Buy America certification with all bids on FTA-funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors.

The following certificates titled FTA and DOT Buy America Certification should be completed and returned with the response as part of FTA and DOT requirements.

FEDERAL TRASIT ADMINISTRATION (FTA) AND DEPARTMENT OF TRANSPORTATION (DOT) - BUY AMERICA: CERTIFICATION REQUIREMENT FOR PROCUREMENTOF ROLLING STOCK

CERTIFICATE OF COMPLIANCE

(select one of the two options, NOT BOTH)

Certificate of Compliance with 49 USC §5323(j)

The proposer hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j), and the applicable regulations of 49 CFR 661.11.

Check for YES: □

OR

Certificate of <u>Non-Compliance</u> with 49 USC §5323(j)

The proposer hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j), but may qualify for an exception to the requirement consistent with 49 U.S.C. 5323(j)(2)(C), and the applicable regulations in 49 CFR 661.7.
Check for YES: □

FEDERAL TRASIT ADMINISTRATION (FTA) AND DEPARTMENT OF TRANSPORTATION (DOT) - BUY AMERICA: CERTIFICATION REQUIREMENT FOR PROCUREMENT OF STEEL OR MANUFACTURED PRODUCTS

CERTIFICATE OF COMPLIANCE (select one of the two options, NOT BOTH)
Certificate of Compliance with 49 USC §5323(j)(1)
The proposer hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j)(1), and the applicable regulations in 49 CFR part 661.
Check for YES: □

OR

Certificate of Non-Compliance with 49 USC §5323(j)(1)
The proposer hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j), but it may qualify for an exception to the requirement pursuant to 49 U.S.C. 5323(j)(2), as amended, and the applicable regulations in 49 CFR 661.7.
Check for YES: □

Does offeror agree? YES _____Initials of Authorized Representative of offeror

Offeror's Name: _____
Address, City, State, and Zip Code: _____
Phone Number: _____
Fax Number: _____

Printed Name and Title of Authorized Representative: _____
Email Address: _____
Signature of Authorized Representative: _____
Date: _____

CERTIFICATION OF COMPLIANCE WITH BUY AMERICAN PROVISIONS

Unless Supplier is exempt *(See FAR 25.103*), when authorized by statute or explicitly indicated by Participating Public Agency, Buy American requirements will apply where only unmanufactured construction material mined or produced in the United States shall be used *(see Subpart 25.6 – American Recovery and Reinvestment Act-Buy American statute for additional details).*

CERTIFICATION OF ACCESS TO RECORDS – 2 C.F.R. § 200.336

Offeror agrees that the Inspector General of the Agency or any of their duly authorized representatives shall have access to any documents, papers, or other records of offeror that are pertinent to offeror's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to offeror's personnel for the purpose of interview and discussion relating to such documents.

Does offeror agree? YES _____Initials of Authorized Representative of offeror

CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS

Offeror agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

Does offeror agree? YES _____Initials of Authorized Representative of offeror

COMMUNITY DEVELOPMENT BLOCK GRANTS

Purchases made under this contract may be partially or fully funded with federal grant funds. Funding for this work may include Federal Funding sources, including Community Development Block Grant (CDBG) funds from the U.S. Department of Housing and Urban Development. When such funding is provided, Offeror shall comply with all terms, conditions and requirements enumerated by the grant funding source, as well as requirements of the State statutes for which the contract is utilized, whichever is the more restrictive requirement. When using Federal Funding, Offeror shall comply with all wage and latest reporting provisions of the Federal Davis-Bacon Act. HUD-4010 Labor Provisions also applies to this contract.

Does offeror agree? YES _____Initials of Authorized Representative of offeror

Offeror agrees to comply with all federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that offeror certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above.

Offeror's Name:

_____

Address, City, State, and Zip Code:

_____

Phone Number: _____ Fax Number: _____

Printed Name and Title of Authorized Representative:

_____

Email Address:

_____

Signature of Authorized Representative: _____Date: _____

FEMA AND ADDITIONAL FEDERAL FUNDING SPECIAL CONDITIONS

Awarded Supplier(s) (also referred to as Contractors) may need to respond to events and losses where products and services are needed for the immediate and initial response to emergency situations such as, but not limited to, water damage, fire damage, vandalism cleanup, biohazard cleanup, sewage decontamination, deodorization, and/or wind damage during a disaster or emergency situation. By submitting a proposal, the Supplier is accepted these FEMA and Additional Federal Funding Special Conditions required by the Federal Emergency Management Agency (FEMA) and other federal entities.

"Contract" in the below pages under FEMA AND ADDITIONAL FEDERAL FUNDING SPECIAL CONDITIONS is also referred to and defined as the "Master Agreement".

"Contractor" in the below pages under FEMA AND ADDITIONAL FEDERAL FUNDING SPECIAL CONDITIONS is also referred to and defined as "Supplier" or "Awarded Supplier".

Conflicts of Interest

No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a FEMA award if he or she has a real or apparent conflict of interest. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties, has a financial or other interest in or a tangible personal benefit from a firm considered for award. 2 C.F.R. § 200.318(c)(1); See also Standard Form 424D, ¶ 7; Standard Form 424B, ¶ 3. i. FEMA considers a "financial interest" to be the potential for gain or loss to the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties as a result of the particular procurement. The prohibited financial interest may arise from ownership of certain financial instruments or investments such as stock, bonds, or real estate, or from a salary, indebtedness, job offer, or similar interest that might be affected by the particular procurement. ii. FEMA considers an "apparent" conflict of interest to exist where an actual conflict does not exist, but where a reasonable person with knowledge of the relevant facts would question the impartiality of the employee, officer, or agent participating in the procurement. c. Gifts. The officers, employees, and agents of the Participating Public Agency nor the Participating Public Agency ("NFE") must neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, NFE's may set standards for situations in which the financial interest is de minimus, not substantial, or the gift is an unsolicited item of nominal value. 2 C.F.R. § 200.318(c)(1). d. Violations. The NFE's written standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the NFE. 2 C.F.R. § 200.318(c)(1). For example, the penalty for a NFE's employee may be dismissal, and the penalty for a contractor might be the termination of the contract.

Contractor Integrity

A contractor must have a satisfactory record of integrity and business ethics. Contractors that are debarred or suspended, as described in and subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Non-procurement Debarment and Suspension), must be rejected and cannot receive contract awards at any level.

Notice of Legal Matters Affecting the Federal Government

In the event FTA or DOT funding is used by Participating Public Agency, Contractor agrees to:

1) The Contractor agrees that if a current or prospective legal matter that may affect the Federal Government emerges, the Contractor shall promptly notify the Participating Public Agency of the legal matter in accordance with 2 C.F.R. §§ 180.220 and 1200.220.

2) The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.

3) The Contractor further agrees to include the above clause in each subcontract, at every tier, financed in whole or in part with Federal assistance provided by the FTA.

Public Policy

A contractor must comply with the public policies of the Federal Government and state, local government, or tribal government. This includes, among other things, past and current compliance with the:
a. Equal opportunity and nondiscrimination laws
b. Five affirmative steps described at 2 C.F.R. § 200.321(b) for all subcontracting under contracts supported by FEMA financial assistance; and FEMA Procurement Guidance June 21, 2016 Page IV- 7
c. Applicable prevailing wage laws, regulations, and executive orders

Affirmative Socioeconomic Steps

For any subcontracting opportunities, Contractor must take the following Affirmative steps:

1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

Prevailing Wage Requirements

When applicable, the awarded Contractor (s) and any and all subcontractor(s) agree to comply with all laws regarding prevailing wage rates including the Davis-Bacon Act, applicable to this solicitation and/or Participating Public Agencies. The Participating Public Agency shall notify the Contractor of the applicable pricing/prevailing wage rates and must apply any local wage rates requested. The Contractor and any subcontractor(s) shall comply with the prevailing wage rates set by the Participating Public Agency.

Federal Requirements

If products and services are issued in response to an emergency or disaster recovery the items below, located in this FEMA Special Conditions section of the Federal Funds Certifications, are activated and required when federal funding may be utilized.

2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II, Required Contract Clauses

1. CONTRACT REMEDIES

Contracts for more than the federal simplified acquisition threshold (SAT), the dollar amount below which an NFE may purchase property or services using small purchase methods, currently set at $250,000 for procurements made on or after June 20, 2018,4 must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms and must provide for sanctions and penalties as appropriate.

1.1 Applicability
This contract provision is required for contracts over the SAT, currently set at $250,000 for procurements made on or after June 20, 2018. Although not required for contracts at or below the SAT, FEMA suggests including a remedies provision.

1.2 Additional Considerations
For FEMA's Assistance to Firefighters Grant (AFG) Program, recipients must include a penalty clause in all contracts for any AFG-funded vehicle, regardless of dollar amount. In that situation, the contract must include a clause addressing that non-delivery by the contract's specified date or other vendor nonperformance will require a penalty of no less than $100 per day until such time that the vehicle, compliant with the terms of the contract, has been accepted by the recipient. This penalty clause should, however, account for force majeure or acts of God. AFG recipients should refer to the applicable year's Notice of Funding Opportunity (NOFO) for additional information, which can be accessed at FEMA.gov.

2. TERMINATION FOR CAUSE AND CONVENIENCE

a. Standard. All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity, including the manner by which it will be effected and the basis for settlement. See 2 C.F.R. Part 200, Appendix II(B).

b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

3. EQUAL EMPLOYMENT OPPORTUNITY

When applicable:

a. Standard. Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R.
§ 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60- 1.4(b), in accordance with Executive Order 11246**,** *Equal Employment Opportunity* (30 Fed. Reg. 12319, 12935, 3 C.F.R. Part, 1964-1965 Comp., p.
339), as amended by Executive Order 11375, *Amending Executive Order 11246 Relating to Equal Employment Opportunity*, and implementing regulations at 41
C.F.R. Part 60 (Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor). See 2 C.F.R. Part 200, Appendix II(C).

b. Key Definitions.

i. Federally Assisted Construction Contract. The regulation at 41 C.F.R. § 60-1.3 defines a "federally assisted construction contract" as any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract,

loan, insurance, or guarantee under which the applicant itself participates in the construction work.

ii. Construction Work. The regulation at 41 C.F.R. § 60-1.3 defines "construction work" as the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.

c. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

d. Required Language. The regulation at 41 C.F.R. Part 60-1.4(b) requires the insertion of the following contract clause.

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September

24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided,* That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or

suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

4. DAVIS-BACON ACT

a. Standard. All prime construction contracts in excess of $2,000 awarded by non- Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction). See 2 C.F.R. Part 200, Appendix II(D). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week.

b. Applicability. The Davis-Bacon Act applies to the Emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program, intercity Passenger Rail Program, and Rehabilitation of High Hazard Potential Dams Program.

c. Requirements. If applicable, the non-federal entity must do the following:

i. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

ii. Additionally, pursuant 2 C.F.R. Part 200, Appendix II(D), contracts subject to the Davis-Bacon Act, must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). The Copeland Anti- Kickback Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to FEMA.

iii. Include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction").

Suggested Language. The following provides a sample contract clause:

Compliance with the Davis-Bacon Act.

a. All transactions regarding this contract shall be done in

compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.

b. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.

c. Additionally, contractors are required to pay wages not less than once a week.

5. COPELAND ANTI-KICKBACK ACT

a. Standard. Recipient and subrecipient contracts must include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States").

b. Applicability. This requirement applies to all contracts for construction or repair work above $2,000 in situations where the Davis-Bacon Act also applies. It DOES NOT apply to the FEMA Public Assistance Program.

c. Requirements. If applicable, the non-federal entity must include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). Each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to FEMA. Additionally, in accordance with the regulation, each contractor and subcontractor must furnish each week a statement with respect to the wages paid each of its employees engaged in work covered by the Copeland Anti-Kickback Act and the Davis Bacon Act during the preceding weekly payroll period. The report shall be delivered by the contractor or subcontractor, within seven days after the regular payment date of the payroll period, to a representative of a Federal or State agency in charge at the site of the building or work.

Sample Language. The following provides a sample contract clause:

Compliance with the Copeland "Anti-Kickback" Act.

a. Contractor. The contractor shall comply with 18 U.S.C. §874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

b. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract

clauses.

c. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. §5.12."

6. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

a. Standard. Where applicable (see 40 U.S.C. §§ 3701-3708), all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II(E). Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Further, no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous.

b. Applicability. This requirement applies to all FEMA contracts awarded by the non- federal entity in excess of $100,000 under grant and cooperative agreement programs that involve the employment of mechanics or laborers. It is applicable to construction work. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

c. Suggested Language. The regulation at 29 C.F.R. § 5.5(b) provides contract clause language concerning compliance with the Contract Work Hours and Safety Standards Act. FEMA suggests including the following contract clause:

Compliance with the Contract Work Hours and Safety Standards Act.

(1) *Overtime requirements.* No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of
$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) *Withholding for unpaid wages and liquidated damages.* The Federal agency or loan/grant recipient shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

7. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

a. Standard. If the FEMA award meets the definition of "funding agreement" under 37C.F.R. § 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the non- Federal entity must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by FEMA. See 2 C.F.R. Part 200, Appendix II(F).

b. Applicability. This requirement applies to "*funding agreements*," but it DOES NOT apply to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as FEMA awards under these programs do not meet the definition of "funding agreement."

c. Funding Agreements Definition. The regulation at 37 C.F.R. § 401.2(a) defines "funding agreement" as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

8. CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

a. Standard. If applicable, contracts must contain a provision that requires the contractor to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q.) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387). Violations must be reported to FEMA and the Regional Office of the Environmental Protection Agency. See 2 C.F.R. Part 200,

Appendix II(G).

b. Applicability. This requirement applies to contracts awarded by a non-federal entity of amounts in excess of $150,000 under a federal grant.

c. Suggested Language. The following provides a sample contract clause.

Clean Air Act

1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

2. The contractor agrees to report each violation to the Participating Public Agency and understands and agrees that the Participating Public Agency will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

3. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

1. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

2. The contractor agrees to report each violation to the Participating Public Agency and understands and agrees that the Participating Public Agency will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

3. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

9. DEBARMENT AND SUSPENSION

a. Standard. Non-Federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Non-procurement Debarment and Suspension).

b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

c. Requirements.

i. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities. See 2 C.F.R. Part 200, Appendix II(H); and 2 C.F.R. § 200.213. A contract award must not be made to parties listed in the SAM Exclusions. SAM Exclusions is the list maintained by the General Services Administration that contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. SAM exclusions can be accessed at www.sam.gov. See 2 C.F.R. § 180.530.

ii. In general, an "excluded" party cannot receive a Federal grant award or a contract within the meaning of a "covered transaction," to include subawards and subcontracts. This includes parties that receive Federal funding indirectly, such as contractors to recipients and subrecipients. The key to the exclusion is whether there is a "covered transaction," which is any non-procurement transaction (unless excepted) at either a "primary" or "secondary" tier. Although "covered transactions" do not include contracts awarded by the Federal Government for purposes of the non-procurement common rule and DHS's implementing regulations, it does include some contracts awarded by recipients and subrecipients.

iii. Specifically, a covered transaction includes the following contracts for goods or services:

1. The contract is awarded by a recipient or subrecipient in the amount of at least $25,000.

2. The contract requires the approval of FEMA, regardless of amount.

3. The contract is for federally-required audit services.

4. A subcontract is also a covered transaction if it is awarded by the contractor of a recipient or subrecipient and requires either the approval of FEMA or is in excess of $25,000.

d. Suggested Language. The following provides a debarment and suspension clause. It incorporates an optional method of verifying that contractors are not excluded or disqualified.

Suspension and Debarment

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by the Participating Public Agency. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Participating Public Agency, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

10. BYRD ANTI-LOBBYING AMENDMENT

a. Standard. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. FEMA's regulation at 44 C.F.R. Part 18 implements the requirements of 31 U.S.C. § 1352 and provides, in Appendix A to Part 18, a copy of the certification that is required to be completed by each entity as described in 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the Federal awarding agency.

b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs. Contractors that apply or bid for a contract of $100,000 or more under a federal grant must file the required certification. See 2 C.F.R. Part 200, Appendix II(I); 31 U.S.C. § 1352; and 44 C.F.R. Part 18.

c. Suggested Language.

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

d. Required Certification. If applicable, contractors must sign and submit to the non-federal entity the following certification.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Contractor,_____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

_____

Signature of Contractor's Authorized Official

_____

Name and Title of Contractor's Authorized Official

_____

Date

11. PROCUREMENT OF RECOVERED MATERIALS

a. Standard. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. See 2 C.F.R. Part 200, Appendix II(J); and 2 C.F.R. §200.322.

b. Applicability. This requirement applies to all contracts awarded by a non- federal entity under FEMA grant and cooperative agreement programs.

c. Requirements. The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds
$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

d. Suggested Language.

i. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

1. Competitively within a timeframe providing for compliance with the contract performance schedule;
2. Meeting contract performance requirements; or
3. At a reasonable price.

ii. Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program.

iii. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

12. **DOMESTIC PREFERENCES FOR PROCUREMENTS**

As appropriate, and to the extent consistent with law, CONTRACTOR should, to the greatest extent practicable under a federal award, provide a preference for the purchase, acquisition, or use of goods, products or materials produced in the United States. This includes, but is not limited to, iron, aluminum, steel, cement, and other manufactured products.

Applicability For purchases in support of FEMA declarations and awards issued on or after November 12, 2020, all FEMA recipients and subrecipients are required to include in all contracts and purchase orders for work or products a contract provision encouraging domestic preference for procurements.

Domestic Preference for Procurements As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products. For purposes of this clause: Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber."

13. **ACCESS TO RECORDS**

a. Standard. All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff. Recipients must give DHS/FEMA access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations *and* other applicable laws or program guidance. See DHS Standard Terms and Conditions: Version 8.1 (2018). Additionally, Section 1225 of the Disaster Recovery Reform Act of 2018 prohibits FEMA from providing reimbursement to any state, local, tribal, or territorial government, or private non-profit for activities made pursuant to a contract that purports to prohibit audits or internal reviews by the FEMA administrator or Comptroller General.

Access to Records. The following access to records requirements apply to this contract:

i. The Contractor agrees to provide Participating Public Agency, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

ii. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

iii. The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

iv. In compliance with the Disaster Recovery Act of 2018, the Participating Public Agency and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

14. CHANGES

a. Standard. To be eligible for FEMA assistance under the non-Federal entity's FEMA grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope.

b. Applicability. FEMA recommends, therefore, that a non-Federal entity include a changes clause in its contract that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may differ depending on the nature of the contract and the end-item procured.

15. DHS SEAL, LOGO, AND FLAGS

a. Standard. Recipients must obtain permission prior to using the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials. See DHS Standard Terms and Conditions: Version 8.1 (2018).

b. Applicability. FEMA recommends that all non-Federal entities place in their contracts a provision that a contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

c. "The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. The contractor shall include this provision in any subcontracts".

16. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

a. Standard. The recipient and its contractors are required to comply with all Federal laws, regulations, and executive orders.

b. Applicability. FEMA recommends that all non-Federal entities place into their contracts an acknowledgement that FEMA financial assistance will be used to fund the contract along with the requirement that the contractor will comply with all applicable Federal law, regulations, executive orders, and FEMA policies, procedures, and directives.

c. "This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives."

17. NO OBLIGATION BY FEDERAL GOVERNMENT

a. Standard. FEMA is not a party to any transaction between the recipient and its contractor. FEMA is not subject to any obligations or liable to any party for any matter relating to the contract.

b. Applicability. FEMA recommends that the non-Federal entity include a provision in its contract that states that the Federal Government is not a party to the contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

c. "The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract."

18. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

a. Standard. Recipients must comply with the requirements of The False Claims Act (31 U.S.C. §§ 3729-3733) which prohibits the submission of false or

fraudulent claims for payment to the federal government. See DHS Standard Terms and Conditions: Version 8.1 (2018); and 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made. The non-Federal entity must include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.

b. Applicability. FEMA recommends that the non-Federal entity include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.

c. "The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract."

d. In the event FTA or DOT funding is used by a Participating Public Agency, Contractor further acknowledges U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, and apply to its actions pertaining to this Contract. Upon execution of the underlying Contract, Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to me made, pertaining to the underlying Contract or the FTA assisted project for which this Contract Work is being performed.

In addition to other penalties that may be applicable, Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on Contractor to the extent the Federal Government deems appropriate.

Contractor also acknowledges that if it makes, or causes to me made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307 (n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

Contractor agrees to include the above clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

Offeror agrees to comply with all terms and conditions outlined in the FEMA Special Conditions section of this solicitation.

Offeror's Name: _____

Address, City, State, and Zip Code:

_____

Phone Number: _____ Fax Number: _____

Printed Name and Title of Authorized Representative:

Dan Bunyard, CFO

Email Address: Bill.Kocher@CTI.COM

Signature of Authorized Representative: _____

Date: 5/23/2025

NEW JERSEY BUSINESS COMPLIANCE

Suppliers intending to do business in the State of New Jersey must comply with policies and procedures required under New Jersey statues. All offerors submitting proposals must complete the following forms specific to the State of New Jersey. Completed forms should be submitted with the offeror's response to the RFP. Failure to complete the New Jersey packet will impact OMNIA Partners' ability to promote the Master Agreement in the State of New Jersey.

DOC #1	Ownership Disclosure Form
DOC #2	Non-Collusion Affidavit
DOC #3	Affirmative Action Affidavit
DOC #4	Political Contribution Disclosure Form
DOC #5	Stockholder Disclosure Certification
DOC #6	Disclosure of Investment Activities in Iran
DOC #7	Certification of Non-Involvement in Prohibited Activities in Russia or Belarus
DOC #8	New Jersey Business Registration Certificate
DOC #9	EEOAA Evidence
DOC #10	MacBride Principals Form

New Jersey suppliers are required to comply with the following New Jersey statutes when applicable:

- all anti-discrimination laws, including those contained in N.J.S.A. 10:2-1 through N.J.S.A. 10:2-14, N.J.S.A. 10:5-1, and N.J.S.A. 10:5-31 through 10:5-38;
- Prevailing Wage Act, N.J.S.A. 34:11-56.26, for all contracts within the contemplation of the Act;
- Public Works Contractor Registration Act, N.J.S.A. 34:11-56.26; and
- Bid and Performance Security, as required by the applicable municipal or state statutes.

STATEMENT OF OWNERSHIP DISCLOSURE

N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.

Name of Organization: _____

Organization Address: _____

Part I Check the box that represents the type of business organization:

☐ Sole Proprietorship (skip Parts II and III, execute certification in Part IV)

☐ Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)

☐ For-Profit Corporation (any type) ☐ Limited Liability Company (LLC)

☐ Partnership ☐ Limited Partnership ☐ Limited Liability Partnership (LLP)

☐ Other (be specific): _____

Part II

☐ The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. (**COMPLETE THE LIST BELOW IN THIS SECTION**)

OR

☐ No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. (**SKIP TO PART IV**)

(Please attach additional sheets if more space is needed):

Name of Individual or Business Entity	Home Address (for Individuals) or Business Address

Part III DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II

If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. **Attach additional sheets if more space is needed**.

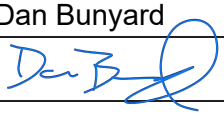
Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #'s

Please list the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II **other than for any publicly traded parent entities referenced above**. The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. **Attach additional sheets if more space is needed.**

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Home Address (for Individuals) or Business Address

Part IV Certification

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the ***<name of contracting unit>*** is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with ***<type of contracting unit>*** to notify the ***<type of contracting unit>*** in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the, permitting the ***<type of contracting unit>*** to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):	Dan Bunyard	Title:	CFO
Signature:		Date:	5/23/2025

NON-COLLUSION AFFIDAVIT

STANDARD BID DOCUMENT REFERENCE	
	Reference: VII-H
Name of Form:	**NON-COLLUSION AFFIDAVIT**
Statutory Reference:	No specific statutory reference State Statutory Reference N.J.S.A. 52:34-15
Instructions Reference:	Statutory and Other Requirements VII-H
Description:	The Owner's use of this form is optional. It is used to ensure that the bidder has not participated in any collusion with any other bidder or Owner representative or otherwise taken any action in restraint of free and competitive bidding.

NON-COLLUSION AFFIDAVIT

State of New Jersey
County of _____ ss:

I, Dan Bunyard residing in _____
(name of affiant) (name of municipality)
in the County of _____ and State of _____of full age,
being duly sworn according to law on my oath depose and say that:

I am CFO of the firm of _____
(title or position) (name of firm)

_____ the bidder making this Proposal for the bid

entitled _____, and that I executed the said proposal with
(title of bid proposal)
full authority to do so that said bidder has not, directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that the _____ _____relies upon the truth of the statements contained in said Proposal
(name of contracting unit)
and in the statements contained in this affidavit in awarding the contract for the said project.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by _____.

Subscribed and sworn to

before me this day

_____
Signature

May 23_____, 2025___

Dan Bunyard
(Type or print name of affiant under signature)

_____
Notary public of

My Commission expires __9/29/2027____

(Seal)

JEFFREY C. BAILEY
Notary Public, Notary Seal
State of Missouri
St. Louis City
Commission # 11284034
My Commission Expires 09-29-2027

Version April 2, 2025

DOC #3

AFFIRMATIVE ACTION AFFIDAVIT
(P.L. 1975, C.127)

Company Name: _____

Street: _____

City, State, Zip Code: _____

Proposal Certification:

Indicate below company's compliance with New Jersey Affirmative Action regulations. Company's proposal will be accepted even if company is not in compliance at this time. No contract and/or purchase order may be issued, however, until all Affirmative Action requirements are met.

Required Affirmative Action Evidence:

Procurement, Professional & Service Contracts (Exhibit A)

Vendors must submit with proposal:

1. A photocopy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter);

   OR

2. A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4;

   OR

3. A photocopy of an Employee Information Report (Form AA302) provided by the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27-4.

Public Work – Over $50,000 Total Project Cost:

A. No approved Federal or New Jersey Affirmative Action Plan. We will complete Report Form AA201. A project contract ID number will be assigned to your firm upon receipt of the completed Initial Project Workforce Report (AA201) for this contract.

B. Approved Federal or New Jersey Plan – certificate enclosed

I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.

5/23/2025
Date

Authorized Signature and Title

Version April 2, 2025

P.L. 1995, c. 127 (N.J.A.C. 17:27)
MANDATORY AFFIRMATIVE ACTION LANGUAGE

PROCUREMENT, PROFESSIONAL AND SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisement for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation.

The contractor or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers trade consistent with the applicable county employment goal prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time.

The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of it testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the state of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

The contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and lay-off to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).

_____

Signature of Procurement Agent

Certification **69871**

CERTIFICATE OF EMPLOYEE INFORMATION REPORT

INITIAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of **15-Feb-2023** to **15-Feb-2030**

CTI

1099 WALL STREET W SUITE 100

LYNDHURST **NJ** **07071**

ELIZABETH MAHER MUOIO
State Treasurer

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Public Agency Instructions

This page provides guidance to public agencies entering into contracts with business entities that are required to file Political Contribution Disclosure forms with the agency. **It is not intended to be provided to contractors.** What follows are instructions on the use of form local units can provide to contractors that are required to disclose political contributions pursuant to N.J.S.A. 19:44A-20.26 (P.L. 2005, c. 271, s.2). Additional information on the process is available in Local Finance Notice 2006-1 (http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html). Please refer back to these instructions for the appropriate links, as the Local Finance Notices include links that are no longer operational.

1. The disclosure is required for all contracts in excess of $17,500 that are **not awarded** pursuant to a "fair and open" process (N.J.S.A. 19:44A-20.7).
2. Due to the potential length of some contractor submissions, the public agency should consider allowing data to be submitted in electronic form (i.e., spreadsheet, pdf file, etc.). Submissions must be kept with the contract documents or in an appropriate computer file and be available for public access. **The form is worded to accept this alternate submission.** The text should be amended if electronic submission will not be allowed.
3. The submission must be **received from the contractor and** on file at least 10 days prior to award of the contract. Resolutions of award should reflect that the disclosure has been received and is on file.
4. The contractor must disclose contributions made to candidate and party committees covering a wide range of public agencies, including all public agencies that have elected officials in the county of the public agency, state legislative positions, and various state entities. The Division of Local Government Services recommends that contractors be provided a list of the affected agencies. This will assist contractors in determining the campaign and political committees of the officials and candidates affected by the disclosure.
    a. The Division has prepared model disclosure forms for each county. They can be downloaded from the "County PCD Forms" link on the Pay-to-Play web site at http://www.nj.gov/dca/divisions/dlgs/programs/lpcl.html#12. They will be updated from time-to-time as necessary.
    b. A public agency using these forms **should edit them to properly reflect the correct legislative district**(s). As the forms are county-based, **they list all legislative districts** in each county. **Districts that do not represent the public agency should be removed from the lists.**
    c. Some contractors may find it easier to provide a single list that covers all contributions, regardless of the county. These submissions are appropriate and should be accepted.
    d. The form may be used "as-is", subject to edits as described herein.
    e. The "Contractor Instructions" sheet is intended to be provided with the form. It is recommended that the Instructions and the form be printed on the same piece of paper. The form notes that the Instructions are printed on the back of the form; where that is not the case, the text should be edited accordingly.
    f. The form is a Word document and can be edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.
5. It is recommended that the contractor also complete a "Stockholder Disclosure Certification." This will assist the local unit in its obligation to ensure that contractor did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the 12 months prior to the contract (See Local Finance Notice 2006-7 for additional information on this obligation at http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html). A sample Certification form is part of this package and the instruction to complete it is included in the Contractor Instructions. NOTE: This section is not applicable to Boards of Education.

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Contractor Instructions

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a "fair and open" process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of P.L. 2005, c. 271, s.2 (N.J.S.A. 19:44A-20.26). This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

- any State, county, or municipal committee of a political party
- any legislative leadership committee*
- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
    - of the public entity awarding the contract
    - of that county in which that public entity is located
    - of another public entity within that county
    - or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county

The disclosure must list reportable contributions to any of the committees that exceed $300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

- individuals with an "interest" ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs).

When the business entity is a natural person, "a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity." [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure.

Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report.

The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor's responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement.

The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor's submission and is disclosable to the public under the Open Public Records Act.

The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law. **NOTE: This section does not apply to Board of Education contracts.**

* N.J.S.A. 19:44A-3(s): "The term "legislative leadership committee" means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L.1993, c.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures."

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant to N.J.S.A. 19:44A-20.26

This form or its permitted facsimile must be submitted to the local unit no later than 10 days prior to the award of the contract.

Part I – Vendor Information

Vendor Name:			
Address:			
City:		State:	Zip:

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.

Signature	Printed Name	Title
	Dan Bunyard	CFO

Part II – Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than $300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

☑ Check here if disclosure is provided in electronic form

Contributor Name	Recipient Name	Date	Dollar Amount
			$

☐ Check here if the information is continued on subsequent page(s)

List of Agencies with Elected Officials Required for Political Contribution Disclosure
N.J.S.A. 19:44A-20.26

County Name:
State: Governor, and Legislative Leadership Committees
Legislative District #s:
State Senator and two members of the General Assembly per district.

County:

Freeholders	County Clerk	Sheriff
{County Executive}	Surrogate	

Municipalities (Mayor and members of governing body, regardless of title):

USERS SHOULD CREATE THEIR OWN FORM, OR DOWNLOAD FROM THE PAY TO PLAY SECTION OF THE DLGS WEBSITE A COUNTY-BASED, CUSTOMIZABLE FORM.

DOC #5

STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business:

☑ I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

OR

☐ I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business organization:

☐ Partnership ☐ Corporation ☐ Sole Proprietorship

☐ Limited Partnership ☐ Limited Liability Corporation ☐ Limited Liability Partnership

☐ Subchapter S Corporation

Sign and notarize the form below, and, if necessary, complete the stockholder list below.

Stockholders:

Name: Home Address:	Name: Home Address:
Name: Home Address:	Name: Home Address:
Name: Home Address:	Name: Home Address:

Subscribed and sworn before me this _23_ day of ___May_, 2025.

(Notary Public)

My Commission expires: 9/29/2027

(Affiant)

Dan Bunyard, CFO

(Print name & title of affiant)

(Corporate Seal)

JEFFREY C. BAILEY
Notary Public, Notary Seal
State of Missouri
St. Louis City
Commission # 11284034
My Commission Expires 09-29-2027

Version April 2, 2025

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN FORM

STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY - DIVISION OF PURCHASE AND PROPERTY
33 WEST STATE STREET, P.O. BOX 230 TRENTON, NEW JERSEY 08625-0230

BID SOLICITATION # AND TITLE: _____

VENDOR NAME: _____

Pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4) any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must certify that neither the person nor entity, nor any of its parents, subsidiaries, or affiliates, is identified on the New Jersey Department of the Treasury's Chapter 25 List as a person or entity engaged in investment activities in Iran. The Chapter 25 list is found on the Division's website at https://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf. Vendors/Bidders must review this list prior to completing the below certification. If the Director of the Division of Purchase and Property finds a person or entity to be in violation of the law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

CHECK THE APPROPRIATE BOX

☐ I certify, pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4), that neither the Vendor/Bidder listed above nor any of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury's Chapter 25 List of entities determined to be engaged in prohibited activities in Iran.

OR

☐ I am unable to certify as above because the Vendor/Bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury's Chapter 25 List. I will provide a detailed, accurate and precise description of the activities of the Vendor/Bidder, or one of its parents, subsidiaries or affiliates, has engaged in regarding investment activities in Iran by completing the information requested below.

Entity Engaged in Investment Activities _____
Relationship to Vendor/ Bidder _____
Description of Activities _____
_____
_____
Duration of Engagement _____
Anticipated Cessation Date
**Attach Additional Sheets If Necessary.*

CERTIFICATION

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein, and that the Vendor is under a continuing obligation from the date of this certification through the completion of any contract(s) with the State to notify the State in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I may be subject to criminal prosecution under the law, and it will constitute a material breach of my contract(s) with the State, permitting the State to declare any contract(s) resulting from this certification void and unenforceable.



Signature

5/23/2025
Date

Dan Bunyard, CFO
Print Name and Title

DPP Rev. 12.13.2021

CERTIFICATION OF NON-INVOLVEMENT IN PROHIBITED ACTIVITIES IN RUSSIA OR BELARUS

Pursuant to N.J.S.A. 52:32-60.1, et seq. (L. 2022, c. 3) any person or entity (hereinafter "Vendor[i]") that seeks to enter into or renew a contract with a State agency for the provision of goods or services, or the purchase of bonds or other obligations, must complete the certification below indicating whether or not the Vendor is identified on the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list, available here: https://sanctionssearch.ofac.treas.gov/. If the Department of the Treasury finds that a Vendor has made a certification in violation of the law, it shall take any action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

I, the undersigned, certify that I have read the definition of "Vendor" below, and have reviewed the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list, and having done so certify:

(Check the Appropriate Box)

○ A. That the Vendor is not identified on the OFAC Specially Designated Nationals and Blocked Persons list on account of activity related to Russia and/or Belarus.

OR

○ B. That I am unable to certify as to "A" above, because the Vendor is identified on the OFAC Specially Designated Nationals and Blocked Persons list on account of activity related to Russia and/or Belarus.

OR

○ C. That I am unable to certify as to "A" above, because the Vendor is identified on the OFAC Specially Designated Nationals and Blocked Persons list. However, the Vendor is engaged in activity related to Russia and/or Belarus consistent with federal law, regulation, license or exemption. A detailed description of how the Vendor's activity related to Russia and/or Belarus is consistent with federal law is set forth below.

(Attach Additional Sheets If Necessary.)

Signature of Vendor's Authorized Representative	Date: 5/23/2025
Dan Bunyard, CFO Print Name and Title of Vendor's Authorized Representative	43-1501713 Vendor's FEIN
Vendor's Name	Vendor's Phone Number
Vendor's Address (Street Address)	Vendor's Fax Number
Vendor's Address (City/State/Zip Code)	Vendor's Email Address

[i] Vendor means: (1) A natural person, corporation, company, limited partnership, limited liability partnership, limited liability company, business association, sole proprietorship, joint venture, partnership, society, trust, or any other nongovernmental entity, organization, or group; (2) Any governmental entity or instrumentality of a government, including a multilateral development institution, as defined in Section 1701(c)(3) of the International Financial Institutions Act, 22 U.S.C. 262r(c)(3); or (3) Any parent, successor, subunit, direct or indirect subsidiary, or any entity under common ownership or control with, any entity described in paragraph (1) or (2). NJ Rev. 1.22.2024

DOC #8

NEW JERSEY BUSINESS REGISTRATION CERTIFICATE
(N.J.S.A. 52:32-44)

Offerors wishing to do business in New Jersey must submit their State Division of Revenue issued Business Registration Certificate with their proposal here. Failure to do so will disqualify the Offeror from offering products or services in New Jersey through any resulting contract.

https://www.njportal.com/DOR/BusinessRegistration/

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name:	CONFERENCE TECHNOLOGIES INC.
Trade Name:	
Address:	11653 ADIE RD. MARYLAND HEIGHTS, MO 63043
Certificate Number:	2692308
Effective Date:	February 16, 2022
Date of Issuance:	February 22, 2022

For Office Use Only:

20220222102835722

DOC #9

EEOAA EVIDENCE

Equal Employment Opportunity/Affirmative Action
Goods, Professional Services & General Service Projects

EEO/AA Evidence

Vendors are required to submit evidence of compliance with N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 in order to be considered a responsible vendor.

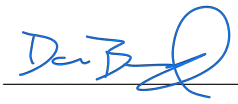
One of the following must be included with submission:

- Copy of Letter of Federal Approval
- Certificate of Employee Information Report
- Fully Executed Form AA302
- Fully Executed EEO-1 Report

See the guidelines at:
https://www.state.nj.us/treasury/contract_compliance/documents/pdf/guidelines/pa.pdf
for further information.

I certify that my bid package includes the required evidence per the above list and State website.

Name: Dan Bunyard Title: CFO

Signature:  Date: 5/23/2025

Certification **69871**

CERTIFICATE OF EMPLOYEE INFORMATION REPORT

INITIAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of **15-Feb-2023** to **15-Feb-2030**

CTI
1099 WALL STREET W SUITE 100
LYNDHURST NJ 07071

ELIZABETH MAHER MUOIO
State Treasurer

DOC #10

MACBRIDE-PRINCIPLES

STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY - DIVISION OF PURCHASE AND PROPERTY 33 WEST STATE STREET, P.O. BOX 230 TRENTON, NEW JERSEY 08625-0230

BID SOLICITATION # AND TITLE: _____

VENDOR NAME: _____

Pursuant to Public Law 1995, c. 134, a responsible Vendor/Bidder is required to provide a certification in compliance with the MacBride Principles and Northern Ireland Act of 1989. Pursuant to N.J.S.A. 52:34-12.2, Vendor/Bidder must complete the certification below by checking one of the two options listed below and signing where indicated. If a Vendor/Bidder that would otherwise be awarded a purchase, contract or agreement does not complete the certification, then the Director may determine, in accordance with applicable law and rules, that it is in the best interest of the State to award the purchase, contract or agreement to another Vendor/ Bidder that has completed the certification and has submitted a bid within five (5) percent of the most advantageous bid. If the Director finds contractors to be in violation of the principles that are the subject of this law, he/she shall take such action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

I, the undersigned, on behalf the Vendor/Bidder, certify pursuant to N.J.S.A. 52:34-12.2 that:

CHECK THE APPROPRIATE BOX

☐ The Vendor/Bidder has no business operations in Northern Ireland; or

OR

☐ The Vendor/Bidder will take lawful steps in good faith to conduct any business operations it has in Northern Ireland in accordance with the MacBride principles of nondiscrimination in employment as set forth in section 2 of P.L. 1987, c. 177 (N.J.S.A. 52:18A-89.5) and in conformance with the United Kingdom's Fair Employment (Northern Ireland) Act of 1989, and permit independent monitoring of its compliance with those principles.

CERTIFICATION

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein, and that the Vendor is under a continuing obligation from the date of this certification through the completion of any contract(s) with the State to notify the State in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I may be subject to criminal prosecution under the law, and it will constitute a material breach of my contract(s) with the State, permitting the State to declare any contract(s) resulting from this certification void and unenforceable.

Signature

5/23/2025
Date

Dan Bunyard, CFO
Print Name and Title

DPP Rev. 12.13.2021

Staff Report

Meeting Date: August 17, 2026

Staff Contact: Anna Stawski, City Engineer
Alec Turkowski, Civil Engineer

Department: Public Works Department

Title: A Resolution Approving Supplement #1 to the Phase II Engineering Agreement with HR Green, Inc., for the Federally Funded Beech Street Bridge Replacement Project

Recommendation:
Staff recommends executing a Phase II Final Design Engineering Services Agreement Amendment #1 with HR Green, Inc. for the Beech Street Bridge Replacement Project. The grant-funded bridge reconstruction project was discussed and approved as part of the FY26 Capital Improvement Program budget.

Policy Consideration:
The Beech Street Bridge was constructed in 1957 and is located on Beech Street between Linden Avenue to the north and Beech Lane to the south. The bridge is nearing the end of its service life and is in need of replacement. The City received Moving Ahead for Progress in the 21st Century Act (MAP-21) Surface Transportation Program Bridge Grant (STP-Br) from the Illinois Department of Transportation (IDOT) for the replacement of the Beech Street Bridge over Ravine 3. The use of federal grant funds requires the City to comply with IDOT policies and procedures.

The Beech Street Bridge over Ravine 3 is considered deficient per IDOT regulations and will be completely replaced with a new bridge. The existing two-lane bridge is safe and functional. The City is required to perform routine inspections and provide compliance reports to IDOT on a regular basis. The new bridge will provide 2 lanes of traffic and pedestrian sidewalks in each direction.

All above-noted improvements are grant-eligible, with IDOT paying 80% of Phase III construction costs and the City paying 20%. IDOT also funds 80% of Phase II Final Engineering Design Services. HR Green, Inc. was selected through a Qualifications-Based Selection (QBS) process. On September 29, 2023, the City Council approved the Phase II Final Engineering Design Services agreement with HR Green, Inc. The approved amount of the Phase II Final Engineering Design Services agreement was $199,413.00. IDOT provided 80% funding for

Phase II services, with the City paying 20%.

During Phase II Final Engineering Design Services, additional out-of-scope work was required. Major out-of-scope items included in Addendum #1 are:

- Additional coordination and meetings were required due to residential feedback regarding the bridge replacement project.
- Additional coordination for the four temporary easements needed for construction of the new bridge.

The amount for Addendum #1 to the Phase II Final Engineering Design Services Agreement is $58,807.00. IDOT has agreed to fund 80% of this amount, with the City paying 20% from the original contract.

Public Works Engineering Division, through its consultant, HR Green, Inc., is managing the daily inspection services for this program. Regular updates on FY 26 public infrastructure CIP projects will be posted on an interactive map on the City's website at www.cityhpil.com/construction. Pertinent contract documents are available for review at the Department of Public Works, 1150 Half Day Road.

Core Priorities:

Fiscal Stability

Sufficient funds are budgeted in FY26 Street Capital, Water, Storm, and Sanitary Funds to cover costs for Phase II Final Engineering Design Services for the Beech Street Bridge Replacement Project.

Public Safety

The reconstruction of the aging bridge will provide an added level of safety for both vehicular and pedestrian traffic.

Infrastructure Investment

The newly reconstructed bridge is anticipated to have a design life of approximately 75 years.

Attachments:

1. Resolution - Beech St Supplement 1
2. Exhibit A - Supplement 1
3. Exhibit 1 Scope of Services + Project Schedule

CITY OF HIGHLAND PARK

RESOLUTION NO. R_____

RESOLUTION APPROVING SUPPLEMENT #1 TO THE PHASE II ENGINEERING AGREEMENT WITH HR GREEN, INC. FOR THE FEDERALLY FUNDED BEECH STREET BRIDGE REPLACEMENT PROJECT.

WHEREAS, the City desires to complete the Beech Street Bridge Replacement project (***"Beech Street Bridge Project"***); and

WHEREAS, the City has entered into an agreement with HR Green, Inc.., of Aurora, Illinois (***"HR Green"***), dated August 21, 2023, for the provision of Phase II Engineering Design Services Agreement to oversee engineering services of Beech Street Bridge Replacement Project (***"Agreement"***); and

WHEREAS, the City and HR Green now desire to enter into Supplement #1 to the Agreement to reflect the updated design and budget for the Project, a copy of which is attached to this Resolution as **Exhibit A** (***"Supplement #1"***); and

WHEREAS, the City Council has determined that entering into Supplement #1 to the Agreement with HR Green will serve and be in the best interest of the City;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF HIGHLAND PARK, LAKE COUNTY, ILLINOIS, as follows:

SECTION ONE: RECITALS. The foregoing recitals are incorporated into, and made a part of, this Resolution as findings of the City Council.

SECTION TWO: APPROVAL OF SUPPLEMENT #1. Supplement #1 to the Agreement by and between the City and HR Green is hereby approved in substantially the form attached to this Resolution.

SECTION THREE: EXECUTION OF AGREEMENT. The Mayor and the Deputy City Clerk are hereby authorized and directed to execute and attest, on behalf of the City, Supplement #1 to the Agreement upon receipt by the City Clerk of at least one original copy of Supplement #1 executed by HR Green; provided, however, that if the executed copy of Supplement #1 is not received by the City Clerk within 30 days after the effective date of this Resolution, then this authority to execute and attest will, at the option of the City Council, be null and void.

SECTION FOUR: EFFECTIVE DATE: This Resolution will be in full force and effect upon its passage and approval by a majority of the members of the City Council.

Illinois Department of Transportation

Local Public Agency
Engineering Services Agreement

Using Federal Funds? ☒ Yes ☐ No | Agreement For: Federal PE | Agreement Type: Supplement | Number: 1

LOCAL PUBLIC AGENCY

Local Public Agency	County	Section Number	Job Number
Highland Park	Lake	18-00134-00-BR	D-91-039-19

Project Number	Contact Name	Phone Number	Email
22SM(033)	Anna Stawski	(847) 926-1145	astawski@cityhpil.com

SECTION PROVISIONS

Local Street/Road Name	Key Route	Length	Structure Number
Beech Street	MS 4061	0.05	049-6568

Location Termini: Touchdown (Ravine) to Touchdown (Ravine) — Add Location / Remove Location

Project Description: Removal and replacement of the existing structurally deficient bridge including approach roadway reconstruction. The proposed bridge will increase the live load carrying capacity of the structure.

Engineering Funding: ☒ Federal ☐ MFT/TBP ☐ State ☒ Other — Supplement #1 - Locally Funded

Anticipated Construction Funding: ☒ Federal ☐ MFT/TBP ☐ State ☐ Other

AGREEMENT FOR

☐ Phase I - Preliminary Engineering ☒ Phase II - Design Engineering

CONSULTANT

Prime Consultant (Firm) Name	Contact Name	Phone Number	Email
HR Green, Inc.	Andy Underwager	(630) 708-5025	aunderwager@hrgreen.com

Address	City	State	Zip Code
2363 Sequoia Drive | Suite 101	Aurora	IL	60506

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

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

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

Regional Engineer	Deputy Director, Office of Highways Project Implementation, Regional Engineer, Department of Transportation

AGREEMENT EXHIBITS

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

☒ EXHIBIT 1: Scope of Services

☒ EXHIBIT 2: Project Schedule

☒ EXHIBIT 3: Qualification Based Selection (QBS) Checklist

☒ EXHIBIT 4: Cost Estimate of Consultant Services (CESCS) Worksheet (BLR 05513 or BLR 05514)

☒ EXHIBIT 5: Subconsultant Services (Santacruz)

☐ _____

☐ _____

I. THE ENGINEER AGREES,

1. To perform or be responsible for the performance of the Scope of Services presented in EXHIBIT 1 for the LPA in connection with the proposed improvements herein before described.
2. The Classifications of the employees used in the work shall be consistent with the employee classifications and estimated staff hours. If higher-salaried personnel of the firm, including the Principal Engineer, perform services that are to be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the payroll rate for the work performed.
3. That the ENGINEER shall be responsible for the accuracy of the work and shall promptly make necessary revisions or corrections required as a result of the ENGINEER'S error, omissions or negligent acts without additional compensation. Acceptance of work by the LPA or DEPARTMENT will not relieve the ENGINEER of the responsibility to make subsequent correction of any such errors or omissions or the responsibility for clarifying ambiguities.
4. That the ENGINEER will comply with applicable Federal laws and regulations, State of Illinois Statutes, and the local laws or ordinances of the LPA.
5. To pay its subconsultants for satisfactory performance no later than 30 days from receipt of each payment from the LPA.
6. To invoice the LPA for Preliminary and/or Design Engineering: The ENGINEER shall submit all invoices to the LPA within three months of the completion of the work called for in the AGREEMENT or any subsequent Amendment or Supplement.
7. To submit a completed BLR 05613, Engineering Payment Report, to the DEPARTMENT within three months of the completion of the work called for in this AGREEMENT or any subsequent Amendment or Supplement. The form shall be submitted with the final invoice.
8. The ENGINEER or subconsultant shall not discriminate on the basis of race, color, national origin or sex in the performance of this AGREEMENT. The ENGINEER shall carry out applicable requirements of 49 CFR part 26 in the administration of United States Department of Transportation (US DOT) assisted contract. Failure by the Engineer to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as the LPA deems appropriate.
9. That none of the services to be furnished by the ENGINEER shall be sublet assigned or transferred to any other party or parties without written consent of the LPA. The consent to sublet, assign or otherwise transfer any portion of the services to be furnished by the ENGINEER shall be construed to relieve the ENGINEER of any responsibility for the fulfillment of this AGREEMENT.
10. For Preliminary Engineering Contracts:
    (a) To attend meetings and visit the site of the proposed improvement when requested to do so by representatives of the LPA or the DEPARTMENT, as defined in Exhibit 1 (Scope of Services).
    (b) That all plans and other documents furnished by the ENGINEER pursuant to the AGREEMENT will be endorsed by the ENGINEER and affix the ENGINEER's professional seal when such seal is required by law. Such endorsements must be made by a person, duly licensed or registered in the appropriate category by the Department of Professional Regulation of the State of Illinois. It will be the ENGINEER's responsibility to affix the proper seal as required by the Bureau of Local Roads and Streets manual published by the DEPARTMENT.
    (c) That the ENGINEER is qualified technically and is thoroughly conversant with the design standards and policies applicable for the PROJECT; and that the ENGINEER has sufficient properly trained, organized and experienced personnel to perform the services enumerated in Exhibit 1 (Scope of Services).
11. That the engineering services shall include all equipment, instruments, supplies, transportation and personnel required to perform the duties of the ENGINEER in connection with this AGREEMENT (See DIRECT COST tab in BLR 05513 or BLR 05514).

II. THE LPA AGREES,

1. To certify by execution of this AGREEMENT that the selection of the ENGINEER was performed in accordance with the following:
    (a) Professional Services Selection Act (50 ILCS 510), The Brooks Act (40 USC 11), and the Procurement, Management, and Administration of Engineering, and Design Related Services (23 CFR part 172). Exhibit 3 is required to be completed with this AGREEMENT.
2. To furnish the ENGINEER all presently available survey data, plans, specifications, and project information.

3. To pay the ENGINEER:
   (a) For progressive payments - Upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LPA, monthly payments for the work performed shall be due and payable to the ENGINEER, such payments to be equal to the value of the partially completed work minus all previous partial payments made to the ENGINEER.
   (b) Final payment - Upon approval of the work by the LPA but not later than 60 days after the work is completed and reports have been made and accepted by the LPA and DEPARTMENT a sum of money equal to the basic fee as determined in this AGREEMENT less the total of the amount of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.
4. To pay the ENGINEER as compensation for all services rendered in accordance with the AGREEMENT on the basis of the following compensation method as discussed in 5-5.10 of the BLR Manual.

   Method of Compensation:

   ☐ Lump Sum

   ☐ Specific Rate

   ☒ Cost plus Fixed Fee: Fixed

   Total Compensation = DL + DC + OH + FF

   Where:

   DL is the total Direct Labor,
   DC is the total Direct Cost,
   OH is the firm's overhead rate applied to their DL and
   FF is the Fixed Fee.

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

   The Fixed Fee cannot exceed 15% of the DL + OH.
5. The recipient shall not discriminate on the basis of race, color, national original or sex in the award and performance of any US DOT assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The recipient shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of US DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR part 26 and as approved by US DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as violation of this AGREEMENT. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C 3801 et seq.).

III. IT IS MUTUALLY AGREED,

1. No work shall be commenced by the ENGINEER prior to issuance by the IDOT of a written Notice to Proceed.
2. To maintain, for a minimum of 3 years after the completion of the contract, adequate books, records and supporting documents to verify the amount, recipients and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records and supporting documents related to the contract shall be available for review and audit by the Auditor General, and the DEPARTMENT: the Federal Highways Administration (FHWA) or any authorized representative of the federal government, and to provide full access to all relevant materials. Failure to maintain the books, records and supporting documents required by this section shall establish a presumption in favor of the DEPARTMENT for the recovery of any funds paid by the DEPARTMENT under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
3. That the ENGINEER shall be responsible for any and all damages to property or persons arising out of an error, omission and/or negligent act in the prosecution of the ENGINEER's work and shall indemnify and save harmless the LPA, the DEPARMTENT, and their officers, agents, and employees from all suits, claims, actions or damage liabilities, costs or damages of any nature whatsoever resulting there from. These indemnities shall not be limited by the listing of any insurance policy.

   The LPA will notify the ENGINEER of any error or omission believed by the LPA to be caused by the negligence of the ENGINEER as soon as practicable after the discovery. The LPA reserves the right to take immediate action to remedy any error or omission if notification is not successful; if the ENGINEER fails to reply to a notification; or if the conditions created by the error or omission are in need of urgent correction to avoid accumulation of additional construction costs or damages to property and reasonable notice is not practicable.
4. This AGREEMENT may be terminated by the LPA upon giving notice in writing to the ENGINEER at the ENGINEER's last known post office address. Upon such termination, the ENGINEER shall cause to be delivered to the LPA all drawings, plats, surveys, reports, permits, agreements, soils and foundation analysis, provisions, specifications, partial and completed estimates and data, if any from soil survey and subsurface investigation with the understanding that all such material becomes the property of the LPA. The LPA will be responsible for reimbursement of all eligible expenses incurred under the terms of this AGREEMENT up to the date of the written notice of termination.
5. In the event that the DEPARMENT stops payment to the LPA, the LPA may suspend work on the project. If this agreement is suspended by the LPA for more than thirty (30) calendar days, consecutive or in aggregate, over the term of this

   AGREEMENT, the ENGINEER shall be compensated for all services performed and reimbursable expenses incurred as a result

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

6. This AGREEMENT shall continue as an open contract and the obligations created herein shall remain in full force and effect until the completion of construction of any phase of professional services performed by others based upon the service provided herein. All obligations of the ENGINEER accepted under this AGREEMENT shall cease if construction or subsequent professional services are not commenced within 5 years after final payment by the LPA.

7. That the ENGINEER shall be responsible for any and all damages to property or persons arising out of an error, omission and/or negligent act in the prosecution of the ENGINEER's work and shall indemnify and have harmless the LPA, the DEPARTMENT, and their officers, employees from all suits, claims, actions or damages liabilities, costs or damages of any nature whatsoever resulting there from. These indemnities shall not be limited by the listing of any insurance policy.

8. The ENGINEER and LPA certify that their respective firm or agency:

   (a) has not employed or retained for commission, percentage, brokerage, contingent fee or other considerations, any firm or person (other than a bona fide employee working solely for the LPA or the ENGINEER) to solicit or secure this AGREEMENT,
   (b) has not agreed, as an express or implied condition for obtaining this AGREEMENT, to employ or retain the services of any firm or person in connection with carrying out the AGREEMENT or
   (c) has not paid, or agreed to pay any firm, organization or person (other than a bona fide employee working solely for the LPA or the ENGINEER) any fee, contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out the AGREEMENT.
   (d) that neither the ENGINEER nor the LPA is/are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency,
   (e) has not within a three-year period preceding the AGREEMENT been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property,
   (f) are not presently indicated for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph e and
   (g) has not within a three-year period preceding this AGREEMENT had one or more public transaction (Federal, State or local) terminated for cause or default.

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

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

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

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

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

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

    (a) Publishing a statement:

        (1) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the grantee's or contractor's workplace.

        (2) Specifying actions that will be taken against employees for violations of such prohibition.

        (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
            (a) abide by the terms of the statement; and
            (b) notify the employer of any criminal drug statue conviction for a violation occurring int he workplace no later than (5) days after such conviction.

    (b) Establishing a drug free awareness program to inform employees about:

        (1) The dangers of drug abuse in the workplace;
        (2) The grantee's or contractor's policy of maintain a drug free workplace;
        (3) Any available drug counseling, rehabilitation and employee assistance program; and

(4) The penalties that may be imposed upon an employee for drug violations.

(c) Providing a copy of the statement required by subparagraph (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.

(d) Notifying the contracting, or granting agency within ten (10) days after receiving notice under part (b) of paragraph (3) of subsection (a) above from an employee or otherwise, receiving actual notice of such conviction.

(e) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program.

(f) Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation is required and indicating that a trained referral team is in place.

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

11. Due to the physical location of the project, certain work classifications may be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.).

12. For Preliminary Engineering Contracts:

(a) That tracing, plans, specifications, estimates, maps and other documents prepared by the ENGINEER in accordance with this AGREEMENT shall be delivered to and become the property of the LPA and that basic survey notes, sketches, charts, CADD files, related electronic files, and other data prepared or obtained in accordance with this AGREEMENT shall be made available, upon request to the LPA or to the DEPARTMENT, without restriction or limitation as to their use. Any re-use of these documents without the ENGINEER involvement shall be at the LPA's sole risk and will not impose liability upon the ENGINEER.

(b) That all reports, plans, estimates and special provisions furnished by the ENGINEER shall conform to the current Standard Specifications for Road and Bridge Construction, Bureau of Local Roads and Streets Manual or any other applicable requirements of the DEPARTMENT, it being understood that all such furnished documents shall be approved by the LPA and the DEPARTMENT before final acceptance. During the performance of the engineering services herein provided for, the ENGINEER shall be responsible for any loss or damage to the documents herein enumerated while they are in the ENGINEER's possession and any such loss or damage shall be restored at the ENGINEER's expense.

AGREEMENT SUMMARY

Prime Consultant (Firm) Name	TIN/FEIN/SS Number	Agreement Amount
HR Green, Inc.	42-0927178	$47,007.00

Subconsultants	TIN/FEIN/SS Number	Agreement Amount
Santacruz Land Acquisitions	36-3851733	$11,800.00
	Subconsultant Total	$11,800.00
	Prime Consultant Total	$47,007.00
	Total for all work	$58,807.00

AGREEMENT SIGNATURES

Executed by the LPA:

The Local Public Agency Type: City of Local Public Agency: Highland Park

Attest:

By (Signature & Date)

By (Signature & Date)

Name of Local Public Agency: Highland Park

Local Public Agency Type: City

Clerk

Title

(SEAL)

Executed by the ENGINEER:

Attest:

Prime Consultant (Firm) Name: HR Green, Inc.

By (Signature & Date)

By (Signature & Date)

Title: Senior Engineer

Title: Regional Director - Transportation

For information about IDOTs collection and use of confidential information review the department's Identity Protection Policy.

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
Highland Park	HR Green, Inc.	Lake	18-00134-00-BR

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

EXHIBIT 1
SCOPE OF SERVICES

See Exhibit 1

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
Highland Park	HR Green, Inc.	Lake	18-00134-00-BR

EXHIBIT 2
PROJECT SCHEDULE

See Exhibit 1

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
Highland Park	HR Green, Inc.	Lake	18-00134-00-BR

Exhibit 3
Qualification Based Selection (QBS) Checklist

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

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

Instructions for BLR 05530 - Page 1 of 3

Form instructions are not to be submitted with the form

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

This form can also be used for structure inspections.

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

Using Federal Funds?	The user must select yes or no. Based on the selection, a drop-down menu will appear. The language of the form changes based on the selection. Selecting yes indicates federal funds will be used to fund all or a portion of the engineering for this phase of this project. Selecting no indicates no federal funds will be used to fund any engineering for this phase of the project.
Using State Funds (Non-MFT/TBP)	If no is selected for using Federal Funds, this choice will appear. Select yes or no based on the use of State Funds for engineering. Select no if agreement is for MFT or TBP funds.
Agreement For	If yes was selected for using Federal Funds, select Federal PE or Federal CE from the drop-down. If no was selected, then answer the question Using State Funds (Non-MFT/TBP). If yes is selected, then select State Funded CE, State Funded PE or State Funded PE/CE from the drop-down. If no was selected for using State Funds (Non-MFT/TBP), then select MFT/TBP PE, MFT/TBP CE or MFT/TBP PE-CE from the drop down.
Agreement Type	From the drop down, select the type of agreement, types to choose from are: Original or Supplemental
Number	If the agreement is for a supplemental, insert the number of the supplemental using number 1 for the first supplemental, and increase the numbering as the supplementals increase.

Local Public Agency

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

Section Provisions

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

Instructions for BLR 05530 - Page 2 of 3

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

Instructions for BLR 05530 - Page 3 of 3

Agreement Summary

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

Agreement Signatures

Executed by LPA

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

Executed by the Engineer

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

For Agreement using MFT/TBP funds only:

Regional Engineer	Upon approval the Regional Engineer will sign and date here.

When submitting the form via USPS mail, submit a minimum of four (4) signed originals with applicable attachments to the Regional Engineer's District office. The form may be submitted electronically with electronic signatures with applicable exhibits.
Following IDOT's approval distribution will be as follows:

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

EXHIBIT 1
SCOPE OF SERVICES

Supplement #1

For

Beech Street Bridge Replacement
Phase II Engineering Services

Anna Stawski, City Engineer
City of Highland Park
1707 St. Johns Avenue
Highland Park, Illinois, 60035
847.432.0800

Andy Underwager, PE, SE
Senior Engineer / Project Manager
HR Green, Inc.
2363 Sequoia Drive | Suite 101
Aurora, Illinois, 60506
Phone: 630.708.5025

HR Green Project Number: 200489

May 14, 2026

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1.0 PROJECT UNDERSTANDING

2.0 SCOPE OF SERVICES

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5.0 SERVICES BY OTHERS

6.0 CLIENT RESPONSIBILITIES

THIS **SUPPLEMENTAL SCOPE OF SERVICES** is between CITY OF HIGHLAND PARK (hereafter “CLIENT”) and HR GREEN, INC. (hereafter "COMPANY").

1.0 Project Understanding

1.1 General Understanding

CLIENT has initiated a project requiring professional engineering services for the preparation of plans, specifications and estimates for the replacement of a three-span precast prestressed concrete deck beam bridge, SN 049-6568 located 1.5 miles north of Lake Cook Road in Highland Park, Illinois.

COMPANY completed a Phase I engineering study that details the overall proposed improvements for the removal and replacement of the existing structure and the associated approach roadway improvements. Design Approval was received August 10, 2022.

The project originally was authorized under Section 1440 of the FAST Act on May 12, 2023. The preliminary engineering agreement was authorized on February 27, 2024. The General Terms and Conditions of the original agreement apply to the services included in this supplemental agreement.

The project, originally targeted for an April 26, 2024 letting, was delayed while awaiting approval of the right-of-way agreement. The right-of-way agreement was approved on May 6, 2025. The approval letter was not received until October 2025.

Additional services are needed to complete land acquisition services; permitting coordination; utility coordination; plans, specifications and estimates, general coordination; and administration.

These SUPPLEMENTAL SCOPE OF SERVICES will be funded 100% locally.

2.0 Scope of Services

CLIENT agrees to employ COMPANY to perform the following services:

2.1 Right-of-Way (ROW) Services:

Santacruz Land Acquisitions, as a sub-consultant to COMPANY, will provide appraisals, review appraisals and negotiations for the four (4) temporary easements needed for the construction of the new bridge.

The subconsultant’s detailed supplemental scope of land acquisition services and associated fees are included herein (see Exhibit 5).

2.2 Permitting Coordination

Biological Resources were cleared on September 17, 2020. Biological clearances are valid for two (2) years. Consequently, coordination with IDOT will be required to update the biological clearance. It is anticipated that the review will result in the same finding (no involvement) and no additional surveys will be required.

The United States Army Corps of Engineers Section 404 Permit is anticipated to be a non-reporting Nationwide Permit (NWP) #14 for Linear Transportation Projects, therefore no application will be needed provided the conditions for NWP #14 are met.

2.3 Utility Coordination

Continued utility coordination will be conducted throughout the remaining design phase of the project. COMPANY will investigate if any utilities impact the proposed improvements and coordinate with the utility owners to mitigate the impact.

2.4 Contract Plans

COMPANY will prepare the Phase II contracts plans, special provisions, and other Phase II documents required for the removal and replacement of the existing structure as described below. The plans will be submitted with the pre-final, initial final and final milestones.

The approved Type Size and Location (TS&L) plan forms the basis for contract plan preparation.

Additional hours are required to complete the required submittal milestones. The following plan sheets will be reviewed for completeness with current IDOT guidelines and design criteria and will be updated as part of the contract plans:

Item	No. of Sheets
Cover Sheet	1
Index of Sheets / General Notes / Standards	1
Summary of Quantities	3
Typical Sections	1
Schedule of Quantities	1
Alignments, Ties and Benchmarks	1
Removal Plans	1
Plan & Profile	1
Detour Plan	1
Erosion Control and Landscaping Plan	1
Ravine Bank Grading Plan	1
Erosion and Sediment Control Details	2
General Plan and Elevation (GP&E)	1
General Data	1
Top of Slab Elevations	3
Top of Approach Slab Elevations	2
Superstructure	1
Superstructure Details	1
Railing Details	1
Diaphragm Details	1
Bridge Approach Slab Details	2
Structural Steel	1
Structural Steel Details	1
Bearing Details	1
Abutment Sheets	2
H-Pile Details	1
Soil Boring Logs	2

Highland Park Details	1
IDOT District 1 Details	2
Cross Sections	3
Total No. of Sheets	**42**

A. AASHTOWare Bridge Rating

The final structural plans and specifications for this project will be accepted by the District based on the Structural Engineer's seal, certification and signature per BLRS Manual Section 23-7.02.1, and on a sealed structure load rating submittal as described in BLRS Circular Letter 2017-16 and Structural Services Manual Section 4.2.2.

2.5 Specifications and Estimates

Additional hours are required to complete the required submittal milestones. The following specifications and estimates will be reviewed for completeness with current IDOT guidelines and design criteria and will be updated as part of the contract plans:

A. COMPANY will prepare the following specifications and estimates (as applicable):

1. Supplemental Specifications and Recurring Special Provisions.
2. Project Specific Special Provisions (includes applicable District 1 special provisions).
3. Guide Bridge Special Provisions.
4. BDE Special Provisions.
5. BLR Special Provisions.

B. COMPANY will prepare an Engineer's Opinion of Probable Cost (EOPC).
C. COMPANY will prepare an Estimate of Time (EOT) needed for construction of the proposed improvements.

2.6 General Coordination

Additional coordination effort is needed to navigate the project to a new targeted letting date. COMPANY will conduct coordination throughout the remaining project with CLIENT, IDOT, and various stakeholders. This item includes, but is not limited to letters, telephone, e-mail correspondence, and filing of information.

2.7 Administration

For the remaining duration of this project, COMPANY will conduct general administrative tasks associated with oversight and monthly billing. The following tasks will be completed as part of the project administration:

A. COMPANY will monitor the budget and track expenditures.
B. COMPANY will prepare monthly invoices and track collections.

3.0 Revised Schedule

For the purposes of this SUPPLEMENTAL SCOPE OF SERVICES, it is assumed that all engineering services will conclude within 12 months of COMPANY receiving notice to proceed from CLIENT.

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

Schedule:

Anticipated notice to proceed (NTP)	May/June 2026
Pre-final (95%) Plans to CLIENT and IDOT	July 24, 2026
Initial-final (99%) Plans to CLIENT and IDOT	TBD
Final (100%) Plans to CLIENT and IDOT	September 28, 2026
Final CE Agreement, ROW documents to IDOT	November 23, 2026
Letting	January 15, 2027

4.0 Items not included in Agreement/Supplemental Services

The following items are not included as part of this SUPPLEMENTAL SCOPE OF SERVICES:

A. Phase I document updates, unless specifically included herein;
B. Field/drain tile surveys;
C. Wetland delineations;
D. Individual wetland permit (NWP 14 assumed to be valid);
E. Preliminary Site Investigation (PSI);
F. Detailed landscaping plans;
G. Water main design and/or plans;
H. Sanitary sewer design and/or plans;
I. Bid documents.

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

5.0 Services by Others

Santacruz Land Acquisitions will provide land acquisition services.

6.0 Client Responsibilities

None

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.

Andy Underwager

Andy Underwager, PE, SE
Senior Engineer / Project Manager - Transportation

Staff Report

Meeting Date: August 17, 2026

Staff Contact: Anna Stawski, City Engineer
Alec Turkowski, Civil Engineer

Department: Public Works Department

Title: A Resolution Approving Supplement #1 and Supplement #2 to the Phase II Engineering Agreement with Stanley Consultants, for the Federally Funded Wade Street Bridge Replacement Project

Recommendation:
Staff recommends executing a Phase II Final Design Engineering Services Agreement Amendment #1 and Amendment #2 with Stanley Consultants for the Wade Street Bridge Replacement Project. The grant-funded bridge reconstruction project was discussed and approved as part of the FY26 Capital Improvement Program budget.

Policy Consideration:
The Wade Street Bridge was originally constructed in 1963 and is located on Wade Street, between Cedar Avenue and Marshman Avenue. The bridge is nearing the end of its service life and is in need of replacement. The City received Moving Ahead for Progress in the 21st Century Act (MAP-21) Surface Transportation Program Bridge Grant (STP-Br) from the Illinois Department of Transportation (IDOT) for the replacement of the Wade Street Bridge over Ravine 3. The use of federal grant funds requires the City to comply with IDOT policies and procedures.

The Wade Street Bridge over Ravine 3 was considered structurally deficient per IDOT regulations and is being replaced with a new bridge. The new bridge will include a 5-ft-wide sidewalk in each direction. In addition, existing utilities, including watermain relocation, along with ravine restoration work, will be part of the bridge replacement project.

All above-noted improvements are grant-eligible, with IDOT paying 80% of Phase III construction costs and the City paying 20%. IDOT also funds 80% of Phase II Final Engineering Design Services. Stanley Consultants was selected through a Qualifications Based Selection (QBS) process. On April 4, 2025, the City Council approved the Phase II Final Engineering Design Services agreement with Stanley Consultants. The approved amount of the Phase II Final Engineering Design Services agreement was $341,515.00. IDOT provided 80% funding for

Phase II services, with the City paying 20%.

During Phase II Final Engineering Design Services, additional out-of-scope work was required. Major out-of-scope items included in Addendum #1 are:

- Additional coordination and meetings were required due to residential feedback regarding the bridge replacement project.
- Additional IEPA document coordination to allow excess soils from the project site to be hauled to an authorized local landfill.

During Phase II Final Engineering Design Services, additional out-of-scope work was required. Major out-of-scope items included in Addendum #2 are:

- Additional coordination to secure temporary easements for four properties adjacent to the Wade Street Bridge Project.

The amount for Addendum #1 to the Phase II Final Engineering Design Services Agreement is $89,215. The amount for Addendum #2 to the Phase II Final Engineering Design Services Agreement is $6,000.00. IDOT has agreed to fund 80% of this amount, with the City paying 20% from the original contract.

Public Works Engineering Division, through its consultant, Stanley Consultants, is managing the daily inspection services for this program. Regular updates on the FY 26 public infrastructure CIP projects will be posted on an interactive map on the City's website at www.cityhpil.com/construction. Pertinent contract documents are available for review at the Department of Public Works, 1150 Half Day Road.

Core Priorities:

Fiscal Stability

Sufficient funds are budgeted in FY26 Street Capital, Water, Storm, and Sanitary Funds to cover costs for Phase II Final Engineering Design Services for the Wade Street Bridge Replacement Project.

Public Safety

The reconstruction of the aging bridge will provide an added level of safety for both vehicular and pedestrian traffic.

Infrastructure Investment

The newly reconstructed bridge is anticipated to have a design life of approximately 75 years.

Attachments:

1. Resolution - Wade St Supplement 1 & 2
2. Exhibit A - Wade St Supplement 1
3. Exhibit B - Wade St Supplement 2

CITY OF HIGHLAND PARK

RESOLUTION NO. R_____

RESOLUTION APPROVING SUPPLEMENT #1 AND SUPPLEMENT #2 TO THE PHASE II ENGINEERING AGREEMENT WITH STANLEY CONSULTANTS, FOR THE FEDERALLY FUNDED WADE STREET BRIDGE REPLACEMENT PROJECT.

WHEREAS, the City desires to complete the Wade Street Bridge Replacement project (***"Wade Street Bridge Project"***); and

WHEREAS, the City has entered into an agreement with Stanley Consultants., of Chicago, Illinois (***"Stanley"***), dated January 23, 2023, for the provision of Phase II Engineering Design Services Agreement to oversee engineering services of Wade Street Bridge Replacement Project (***"Agreement"***); and

WHEREAS, the City and Stanley now desire to enter into Supplement #1 and Supplement #2 to the Agreement to reflect the updated design and budget for the Project, a copy of which is attached to this Resolution as **Exhibit A and Exhibit B** (***"Supplements"***); and

WHEREAS, the City Council has determined that entering into the Supplements to the Agreement with Stanley will serve and be in the best interest of the City;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF HIGHLAND PARK, LAKE COUNTY, ILLINOIS, as follows:

SECTION ONE: RECITALS. The foregoing recitals are incorporated into, and made a part of, this Resolution as findings of the City Council.

SECTION TWO: APPROVAL OF THE SUPPLEMENTS. The Supplements to the Agreement by and between the City and Stanley are hereby approved in substantially the form attached to this Resolution.

SECTION THREE: EXECUTION OF AGREEMENT. The Mayor and the Deputy City Clerk are hereby authorized and directed to execute and attest, on behalf of the City, the Supplements to the Agreement upon receipt by the City Clerk of at least one original copy of the Supplements executed by Stanley; provided, however, that if the executed copy of the Supplements are not received by the City Clerk within 30 days after the effective date of this Resolution, then this authority to execute and attest will, at the option of the City Council, be null and void.

SECTION FOUR: EFFECTIVE DATE: This Resolution will be in full force and effect upon its passage and approval by a majority of the members of the City Council.

Illinois Department of Transportation

Local Public Agency
Engineering Services Agreement

Using Federal Funds? ☒ Yes ☐ No

Agreement For: Federal PE

Agreement Type: Supplement

Number: 1

LOCAL PUBLIC AGENCY

Local Public Agency	County	Section Number	Job Number
Highland Park	Lake	18-00135-00-BR	D-91-038-19

Project Number	Contact Name	Phone Number	Email
QK5Z(340)	Anna Stawski	(847) 926-1145	astawski@cityhpil.com

SECTION PROVISIONS

Local Street/Road Name	Key Route	Length	Structure Number
Wade Street	0-1144	0.7	049-6572

Location Termini: Ravine #3

Add Location | Remove Location

Project Description:

The project will replace the existing Wade Street bridge over Ravine #3 with a new single span bridge. The new structure will provide a 26' deck with 7' sidewalk on the east side of the bridge.

Engineering Funding: ☒ MFT/TBP ☐ State ☒ Other — Local

Anticipated Construction Funding: ☒ Federal ☐ MFT/TBP ☐ State ☒ Other — Con-Federal, CE-Local

AGREEMENT FOR

☐ Phase I - Preliminary Engineering ☒ Phase II - Design Engineering

CONSULTANT

Prime Consultant (Firm) Name	Contact Name	Phone Number	Email
Stanley Consultants	Ryan Delves	(773) 444-5956	DelvesRyan@stanleygroup.com

Address	City	State	Zip Code
8501 W Higgins Rd, Suite 730	Chicago	IL	60631

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

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

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

Regional Engineer	Deputy Director, Office of Highways Project Implementation, Regional Engineer, Department of Transportation

AGREEMENT EXHIBITS

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

☒ EXHIBIT 1: Scope of Services

☒ EXHIBIT 2: Project Schedule

☒ EXHIBIT 3: Qualification Based Selection (QBS) Checklist

☒ EXHIBIT 4: Cost Estimate of Consultant Services (CESCS) Worksheet (BLR 05513 or BLR 05514)

☐ _____

☐ _____

☐ _____

I. THE ENGINEER AGREES,

1. To perform or be responsible for the performance of the Scope of Services presented in EXHIBIT 1 for the LPA in connection with the proposed improvements herein before described.
2. The Classifications of the employees used in the work shall be consistent with the employee classifications and estimated staff hours. If higher-salaried personnel of the firm, including the Principal Engineer, perform services that are to be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the payroll rate for the work performed.
3. That the ENGINEER shall be responsible for the accuracy of the work and shall promptly make necessary revisions or corrections required as a result of the ENGINEER'S error, omissions or negligent acts without additional compensation. Acceptance of work by the LPA or DEPARTMENT will not relieve the ENGINEER of the responsibility to make subsequent correction of any such errors or omissions or the responsibility for clarifying ambiguities.
4. That the ENGINEER will comply with applicable Federal laws and regulations, State of Illinois Statutes, and the local laws or ordinances of the LPA.
5. To pay its subconsultants for satisfactory performance no later than 30 days from receipt of each payment from the LPA.
6. To invoice the LPA for Preliminary and/or Design Engineering: The ENGINEER shall submit all invoices to the LPA within three months of the completion of the work called for in the AGREEMENT or any subsequent Amendment or Supplement.
7. To submit a completed BLR 05613, Engineering Payment Report, to the DEPARTMENT within three months of the completion of the work called for in this AGREEMENT or any subsequent Amendment or Supplement. The form shall be submitted with the final invoice.
8. The ENGINEER or subconsultant shall not discriminate on the basis of race, color, national origin or sex in the performance of this AGREEMENT. The ENGINEER shall carry out applicable requirements of 49 CFR part 26 in the administration of United States Department of Transportation (US DOT) assisted contract. Failure by the Engineer to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as the LPA deems appropriate.
9. That none of the services to be furnished by the ENGINEER shall be sublet assigned or transferred to any other party or parties without written consent of the LPA. The consent to sublet, assign or otherwise transfer any portion of the services to be furnished by the ENGINEER shall be construed to relieve the ENGINEER of any responsibility for the fulfillment of this AGREEMENT.
10. For Preliminary Engineering Contracts:
    (a) To attend meetings and visit the site of the proposed improvement when requested to do so by representatives of the LPA or the DEPARTMENT, as defined in Exhibit 1 (Scope of Services).
    (b) That all plans and other documents furnished by the ENGINEER pursuant to the AGREEMENT will be endorsed by the ENGINEER and affix the ENGINEER's professional seal when such seal is required by law. Such endorsements must be made by a person, duly licensed or registered in the appropriate category by the Department of Professional Regulation of the State of Illinois. It will be the ENGINEER's responsibility to affix the proper seal as required by the Bureau of Local Roads and Streets manual published by the DEPARTMENT.
    (c) That the ENGINEER is qualified technically and is thoroughly conversant with the design standards and policies applicable for the PROJECT; and that the ENGINEER has sufficient properly trained, organized and experienced personnel to perform the services enumerated in Exhibit 1 (Scope of Services).
11. That the engineering services shall include all equipment, instruments, supplies, transportation and personnel required to perform the duties of the ENGINEER in connection with this AGREEMENT (See DIRECT COST tab in BLR 05513 or BLR 05514).

II. THE LPA AGREES,

1. To certify by execution of this AGREEMENT that the selection of the ENGINEER was performed in accordance with the following:
    (a) Professional Services Selection Act (50 ILCS 510), The Brooks Act (40 USC 11), and the Procurement, Management, and Administration of Engineering, and Design Related Services (23 CFR part 172). Exhibit 3 is required to be completed with this AGREEMENT.
2. To furnish the ENGINEER all presently available survey data, plans, specifications, and project information.

3. To pay the ENGINEER:
   (a) For progressive payments - Upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LPA, monthly payments for the work performed shall be due and payable to the ENGINEER, such payments to be equal to the value of the partially completed work minus all previous partial payments made to the ENGINEER.
   (b) Final payment - Upon approval of the work by the LPA but not later than 60 days after the work is completed and reports have been made and accepted by the LPA and DEPARTMENT a sum of money equal to the basic fee as determined in this AGREEMENT less the total of the amount of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.
4. To pay the ENGINEER as compensation for all services rendered in accordance with the AGREEMENT on the basis of the following compensation method as discussed in 5-5.10 of the BLR Manual.

   Method of Compensation:

   ☐ Lump Sum

   ☐ Specific Rate

   ☒ Cost plus Fixed Fee: Fixed

   Total Compensation = DL + DC + OH + FF

   Where:

   DL is the total Direct Labor,
   DC is the total Direct Cost,
   OH is the firm's overhead rate applied to their DL and
   FF is the Fixed Fee.

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

   The Fixed Fee cannot exceed 15% of the DL + OH.
5. The recipient shall not discriminate on the basis of race, color, national original or sex in the award and performance of any US DOT assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The recipient shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of US DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR part 26 and as approved by US DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as violation of this AGREEMENT. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C 3801 et seq.).

III. IT IS MUTUALLY AGREED,

1. No work shall be commenced by the ENGINEER prior to issuance by the IDOT of a written Notice to Proceed.
2. To maintain, for a minimum of 3 years after the completion of the contract, adequate books, records and supporting documents to verify the amount, recipients and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records and supporting documents related to the contract shall be available for review and audit by the Auditor General, and the DEPARTMENT: the Federal Highways Administration (FHWA) or any authorized representative of the federal government, and to provide full access to all relevant materials. Failure to maintain the books, records and supporting documents required by this section shall establish a presumption in favor of the DEPARTMENT for the recovery of any funds paid by the DEPARTMENT under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
3. That the ENGINEER shall be responsible for any and all damages to property or persons arising out of an error, omission and/or negligent act in the prosecution of the ENGINEER's work and shall indemnify and save harmless the LPA, the DEPARMTENT, and their officers, agents, and employees from all suits, claims, actions or damage liabilities, costs or damages of any nature whatsoever resulting there from. These indemnities shall not be limited by the listing of any insurance policy.

   The LPA will notify the ENGINEER of any error or omission believed by the LPA to be caused by the negligence of the ENGINEER as soon as practicable after the discovery. The LPA reserves the right to take immediate action to remedy any error or omission if notification is not successful; if the ENGINEER fails to reply to a notification; or if the conditions created by the error or omission are in need of urgent correction to avoid accumulation of additional construction costs or damages to property and reasonable notice is not practicable.
4. This AGREEMENT may be terminated by the LPA upon giving notice in writing to the ENGINEER at the ENGINEER's last known post office address. Upon such termination, the ENGINEER shall cause to be delivered to the LPA all drawings, plats, surveys, reports, permits, agreements, soils and foundation analysis, provisions, specifications, partial and completed estimates and data, if any from soil survey and subsurface investigation with the understanding that all such material becomes the property of the LPA. The LPA will be responsible for reimbursement of all eligible expenses incurred under the terms of this AGREEMENT up to the date of the written notice of termination.
5. In the event that the DEPARMENT stops payment to the LPA, the LPA may suspend work on the project. If this agreement is suspended by the LPA for more than thirty (30) calendar days, consecutive or in aggregate, over the term of this

   AGREEMENT, the ENGINEER shall be compensated for all services performed and reimbursable expenses incurred as a result

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

6. This AGREEMENT shall continue as an open contract and the obligations created herein shall remain in full force and effect until the completion of construction of any phase of professional services performed by others based upon the service provided herein. All obligations of the ENGINEER accepted under this AGREEMENT shall cease if construction or subsequent professional services are not commenced within 5 years after final payment by the LPA.

7. That the ENGINEER shall be responsible for any and all damages to property or persons arising out of an error, omission and/or negligent act in the prosecution of the ENGINEER's work and shall indemnify and have harmless the LPA, the DEPARTMENT, and their officers, employees from all suits, claims, actions or damages liabilities, costs or damages of any nature whatsoever resulting there from. These indemnities shall not be limited by the listing of any insurance policy.

8. The ENGINEER and LPA certify that their respective firm or agency:

   (a) has not employed or retained for commission, percentage, brokerage, contingent fee or other considerations, any firm or person (other than a bona fide employee working solely for the LPA or the ENGINEER) to solicit or secure this AGREEMENT,
   (b) has not agreed, as an express or implied condition for obtaining this AGREEMENT, to employ or retain the services of any firm or person in connection with carrying out the AGREEMENT or
   (c) has not paid, or agreed to pay any firm, organization or person (other than a bona fide employee working solely for the LPA or the ENGINEER) any fee, contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out the AGREEMENT.
   (d) that neither the ENGINEER nor the LPA is/are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency,
   (e) has not within a three-year period preceding the AGREEMENT been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property,
   (f) are not presently indicated for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph e and
   (g) has not within a three-year period preceding this AGREEMENT had one or more public transaction (Federal, State or local) terminated for cause or default.

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

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

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

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

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

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

    (a) Publishing a statement:

        (1) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the grantee's or contractor's workplace.

        (2) Specifying actions that will be taken against employees for violations of such prohibition.

        (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
            (a) abide by the terms of the statement; and
            (b) notify the employer of any criminal drug statue conviction for a violation occurring int he workplace no later than (5) days after such conviction.

    (b) Establishing a drug free awareness program to inform employees about:

        (1) The dangers of drug abuse in the workplace;
        (2) The grantee's or contractor's policy of maintain a drug free workplace;
        (3) Any available drug counseling, rehabilitation and employee assistance program; and

(4) The penalties that may be imposed upon an employee for drug violations.

(c) Providing a copy of the statement required by subparagraph (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.

(d) Notifying the contracting, or granting agency within ten (10) days after receiving notice under part (b) of paragraph (3) of subsection (a) above from an employee or otherwise, receiving actual notice of such conviction.

(e) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program.

(f) Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation is required and indicating that a trained referral team is in place.

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

11. Due to the physical location of the project, certain work classifications may be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.).

12. For Preliminary Engineering Contracts:

(a) That tracing, plans, specifications, estimates, maps and other documents prepared by the ENGINEER in accordance with this AGREEMENT shall be delivered to and become the property of the LPA and that basic survey notes, sketches, charts, CADD files, related electronic files, and other data prepared or obtained in accordance with this AGREEMENT shall be made available, upon request to the LPA or to the DEPARTMENT, without restriction or limitation as to their use. Any re-use of these documents without the ENGINEER involvement shall be at the LPA's sole risk and will not impose liability upon the ENGINEER.

(b) That all reports, plans, estimates and special provisions furnished by the ENGINEER shall conform to the current Standard Specifications for Road and Bridge Construction, Bureau of Local Roads and Streets Manual or any other applicable requirements of the DEPARTMENT, it being understood that all such furnished documents shall be approved by the LPA and the DEPARTMENT before final acceptance. During the performance of the engineering services herein provided for, the ENGINEER shall be responsible for any loss or damage to the documents herein enumerated while they are in the ENGINEER's possession and any such loss or damage shall be restored at the ENGINEER's expense.

AGREEMENT SUMMARY

Prime Consultant (Firm) Name	TIN/FEIN/SS Number	Agreement Amount
Stanley Consultants	42-1320758	$89,215.00

Subconsultants	TIN/FEIN/SS Number	Agreement Amount
EDI	36-3759919	$16,969.00
	Subconsultant Total	$16,969.00
	Prime Consultant Total	$89,215.00
	Total for all work	$106,184.00

AGREEMENT SIGNATURES

Executed by the LPA:

The Local Public Agency Type: City of Local Public Agency: Highland Park

Attest:

By (Signature & Date)

By (Signature & Date)

Name of Local Public Agency: Highland Park

Local Public Agency Type: City

Clerk

Title

(SEAL)

Executed by the ENGINEER:

Attest:

Prime Consultant (Firm) Name: Stanley Consultants

By (Signature & Date)

Adam Reinke, P.E.
2026.07.06 14:29:50-05'00'

By (Signature & Date)

Title: Interim Transportation Market Leader

Title

For information about IDOTs collection and use of confidential information review the department's Identity Protection Policy.

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
Highland Park	Stanley Consultants	Lake	18-00135-00-BR

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

EXHIBIT 1
SCOPE OF SERVICES

See Attached

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
Highland Park	Stanley Consultants	Lake	18-00135-00-BR

EXHIBIT 2
PROJECT SCHEDULE

Pre-Final plans to D1: July 24, 2026
Final PS&E: September 28, 2026
ROW Cert: November 25, 2026
Letting January 15, 2027

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
Highland Park	Stanley Consultants	Lake	18-00135-00-BR

Exhibit 3
Qualification Based Selection (QBS) Checklist

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

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

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

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

If yes, Due date of submittal: 01/05/18

Method(s) used for advertisement and dates of advertisement

Internet

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

Project Criteria	Weighting
Key Staff	15%
Understanding	15%
Interview	10%
Support Staff	10%
Scope	15%
Responsiveness	15%
Website	10%
Subconsultants	10%

8	Do the written QBS policies and procedures discuss the method of selection?	☒	☐

Selection committee (titles) for this project

Director of Public Works, City Engineer and Civil Engineer

Top three consultants ranked for this project in order	
1	Stanley Consultants
2	HR Green
3	Patrick Engineering

9	Was an estimated cost of engineering for this project developed in-house prior to contract negotiation?	☒	☐
10	Were negotiations for this project performed in accordance with federal requirements.	☒	☐
11	Were acceptable costs for this project verified?	☒	☐
12	Do the written QBS policies and procedures cover review and approving for payment, before forwarding the request for reimbursement to IDOT for further review and approval?	☒	☐

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
Highland Park	Stanley Consultants	Lake	18-00135-00-BR

13	Do the written QBS policies and procedures cover ongoing and finalizing administration of the project (monitoring, evaluation, closing-out a contract, records retention, responsibility, remedies to violations or breaches to a contract, and resolution of disputes)?	☒	☐
14	QBS according to State requirements used?	☒	☐
15	Existing relationship used in lieu of QBS process?	☐	☒
16	LPA is a home rule community (Exempt from QBS).	☐	☒

Stanley Consultants INC.
8501 W. Higgins Road
Suite 730
Chicago, IL 60631
773.693.9624
stanleyconsultants.com

PROFESSIONAL SERVICES AGREEMENT

THIS IS AN AGREEMENT made as of April 28, 2026, by and between the City of Highland Park ("Client") and Stanley Consultants Inc. ("Consultant"). Client has engaged Consultant to provide Phase II (design) engineering services for the Wade Street Bridge Project (the "Project"). This Agreement supplements the existing contract and includes compensation for previously completed out-of-scope services, as well as additional services required to complete the Phase II design plans and specifications for letting of the Project.
CLIENT and CONSULTANT agree:

1. **Scope of Services.** CONSULTANT shall perform professional services as stated in Exhibit 1.

2. **Compensation.** Consultant shall bill the City at the hourly rates established in the Professional Services Agreement, as identified in the Payroll Rates, Exhibit D – Cost Estimate of Consultants (CECS) Worksheet (Fixed Raise), included in the fully executed Local Public Agency Engineering Services Agreement between [Consultant] and the City, dated July 9, 2025 (the "Professional Services Agreement"). Any additional modifications or services not included in the preceding estimate shall be performed only upon the City's written authorization and shall be billed at the contracted hourly rates, subject to the terms and limitations of the Professional Services Agreement. The total compensation authorized under this Supplement shall not exceed $89,215.00. All work under this proposal shall be performed in accordance with and pursuant to the Professional Services Agreement. In the event of a conflict between the terms of this proposal and the Professional Services Agreement, the terms of the Professional Services Agreement shall govern.

3. **Terms and Conditions.** This Supplement is made pursuant to and shall be governed by the terms and conditions of the Local Public Agency Engineering Services Agreement between the City and the Consultant. Except as expressly modified by this Supplement, all provisions, obligations, and requirements of the Agreement shall remain unchanged and in full force and effect. The Supplement shall be considered part of, and incorporated into, the Agreement.

4. Following exhibits are attached to and made part of this Agreement:

    Exhibit 1 - Scope of Services

IN WITNESS WHEREOF, the parties below have executed this Agreement as of the day and year first above written.

By: _____

Adam Reinke, Interim Transportation Market Leader

Date: 7/6/2026

By: _____

Ghida S. Neukirch, City Manager

Date: _____

If CLIENT is a public body, attach evidence of authority to sign and resolution or other document authorizing execution of AGREEMENT.

City of Highland Park
Wade St Bridge over Ravine #3
Phase II, Sec # 18-00135-00-BR
Job #: D9-1-038-19

Exhibit 1 – Scope of Services
Phase II - Supplement 1

Introduction

This supplement is for Phase II (design) engineering services which will be provided for the ongoing Wade Street Bridge project. This supplement will include the time and costs associated with out of scope work that has been completed and additional services that will be required to complete the Phase II design plans and specifications for letting.

I. Project Administration (152 hrs)

During the progression of the project several out of scope tasks were completed to help process the contract due to processing issues over at IDOT. This included updating the required BLR forms as indicated by IDOT and submitting 2 separate sets of form to IDOT for processing. Additional work was performed to assist the City with a grant application for additional IDOT funding for the project as well as to assist the City in determining the estimated project costs for their yearly budgeting process.

The project has also exceeded its 18-month time schedule (9/1/22-4/1/24). The updated estimated letting will occur in December of 2026 resulting in an extension of 31 months. This will result in additional contract administration time being required.

II. Escalation Cost Adjustment (16 hrs)

Due to the project requiring longer then the 18 months that were estimated there is an escalation in costs that have occurred. The average hourly rate $49.00 in the original contract has escalated to $51.48 for 76.5 hours or time spent to date. This leaves the remaining project hours of 374.5 hours which will escalate to an average hourly rate of $54.61 by the completion of the contract. This results in an additional $2,292.30 of cost to the original contract.

III. Bridge Rail Aesthetic Review (15 hrs)

During preparation of the contract plans, the City requested that alternative parapet railing options incorporating decorative aesthetic treatments be evaluated and provided in response to comments from elected officials. Several options were presented to the City. This request required additional coordination with the Central Bridge Office to confirm crashworthiness and overall safety compliance.

IV. Public Coordination (6 hrs)

The City requested a public open house on March 6, 2024, to discuss the project and address questions from residents.

A meeting was requested to visit the resident at 1066 Wade Street to review the projects impacts to his property and additional concerns he had regarding vegetation and a sprinkler system that was placed on the public right-of-way.

V. Phase I Re-Evaluation (28 hrs)

IDOT BLRS has a new policy where 5 years after the design approval is given in Phase I a project will be required to be re-evaluated. Time was required to fill out the necessary forms and determine what scope of work will be required to re-verify the design approval that is set to expire on 2/16/2027.

VI. Wetland Update (84 hrs)
Field investigation and associated CAD drafting required to update and incorporate the revised wetland delineations.

VII. Bridge Deck Railing TL-4 (126 hrs)
The previous window of opportunity to use a non MASH tested aesthetic railing on this non NHS bridge is no longer available. IDOT has updated their requirements and now the bridge railing must be a minimum MASH TL-4 system. The railing currently shown on the plans does not meet this requirement, so we propose replacing it with IDOT Standard R-38, a MASH TL-4 aesthetic concrete railing. R-38 is 1'-5" wide versus the current 1'-0" rail, which requires widening the deck 10" total, 5" at each overhang, and updating the plan sheets and rechecking the affected design calculations.

Local Public Agency	County	Section Number
City of Highland Park	Lake	18-00135-00-BR

Consultant / Subconsultant Name	Job Number
Stanley Consultants, Inc.	D-91-038-19

PAYROLL RATES

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

MAXIMUM PAYROLL RATE	78.00
ESCALATION FACTOR	1.78%

CLASSIFICATION	IDOT PAYROLL RATES ON FILE	CALCULATED RATE
Regional Manager	$78.00	$78.00
Client Services Manager	$78.00	$78.00
Department Manager	$78.00	$78.00
Principal Engineer	$74.56	$75.89
Senior Engineer	$56.64	$57.65
Senior Environmental Planner	$55.89	$56.89
Engineer	$46.49	$47.32
Engineer-In-Training II	$38.20	$38.88
Engineer-In-Training I	$33.90	$34.50
Senior Resident Project Representative	$69.60	$70.84
Resident Project Representative	$49.88	$50.77
ECM Consultant	$62.16	$63.27
Designer	$50.06	$50.95
Senior Technician	$43.79	$44.57
Senior Administrative Assistant	$30.62	$31.17
Administrative Assistant	$24.78	$25.22
Senior Environmental Scientist	$39.52	$40.22
Engineering Student Intern	$21.00	$21.37

Local Public Agency	County	Section Number
City of Highland Park	Lake	

Consultant / Subconsultant Name	Job Number
Environmental Design International, inc.	

PAYROLL RATES

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

MAXIMUM PAYROLL RATE	78.00
ESCALATION FACTOR	1.78%

CLASSIFICATION	IDOT PAYROLL RATES ON FILE	CALCULATED RATE
Principal	$78.00	$78.00
Surveyor III	$59.94	$61.01
Surveyor II	$46.98	$47.82
Surveyor I	$39.02	$39.72
Survey Crew Chief	$31.33	$31.89
Instrument Person	$20.87	$21.24
CADD Technician	$27.07	$27.55

City of Highland Park
Wade St Bridge over Ravine #3
Phase II, Sec # 18-00135-00-BR
Job #: D9-1-038-19

Exhibit 1 – Scope of Services
Phase II - Supplement 1

Introduction

This supplement is for Phase II (design) engineering services which will be provided for the ongoing Wade Street Bridge project. This supplement will include the time and costs associated with out of scope work that has been completed and additional services that will be required to complete the Phase II design plans and specifications for letting.

I. Project Administration (152 hrs)

During the progression of the project several out of scope tasks were completed to help process the contract due to processing issues over at IDOT. This included updating the required BLR forms as indicated by IDOT and submitting 2 separate sets of form to IDOT for processing. Additional work was performed to assist the City with a grant application for additional IDOT funding for the project as well as to assist the City in determining the estimated project costs for their yearly budgeting process.

The project has also exceeded its 18-month time schedule (9/1/22-4/1/24). The updated estimated letting will occur in December of 2026 resulting in an extension of 31 months. This will result in additional contract administration time being required.

II. Escalation Cost Adjustment (16 hrs)

Due to the project requiring longer then the 18 months that were estimated there is an escalation in costs that have occurred. The average hourly rate $49.00 in the original contract has escalated to $51.48 for 76.5 hours or time spent to date. This leaves the remaining project hours of 374.5 hours which will escalate to an average hourly rate of $54.61 by the completion of the contract. This results in an additional $2,292.30 of cost to the original contract.

III. Bridge Rail Aesthetic Review (15 hrs)

During preparation of the contract plans, the City requested that alternative parapet railing options incorporating decorative aesthetic treatments be evaluated and provided in response to comments from elected officials. Several options were presented to the City. This request required additional coordination with the Central Bridge Office to confirm crashworthiness and overall safety compliance.

IV. Public Coordination (6 hrs)

The City requested a public open house on March 6, 2024, to discuss the project and address questions from residents.

A meeting was requested to visit the resident at 1066 Wade Street to review the projects impacts to his property and additional concerns he had regarding vegetation and a sprinkler system that was placed on the public right-of-way.

V. Phase I Re-Evaluation (28 hrs)

IDOT BLRS has a new policy where 5 years after the design approval is given in Phase I a project will be required to be re-evaluated. Time was required to fill out the necessary forms and determine what scope of work will be required to re-verify the design approval that is set to expire on 2/16/2027.

VI. Wetland Update (84 hrs)
Field investigation and associated CAD drafting required to update and incorporate the revised wetland delineations.

VII. Bridge Deck Railing TL-4 (126 hrs)
The previous window of opportunity to use a non MASH tested aesthetic railing on this non NHS bridge is no longer available. IDOT has updated their requirements and now the bridge railing must be a minimum MASH TL-4 system. The railing currently shown on the plans does not meet this requirement, so we propose replacing it with IDOT Standard R-38, a MASH TL-4 aesthetic concrete railing. R-38 is 1'-5" wide versus the current 1'-0" rail, which requires widening the deck 10" total, 5" at each overhang, and updating the plan sheets and rechecking the affected design calculations.

Illinois Department of Transportation

EXHIBIT D

COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

FIXED RAISE

Local Public Agency	County	Section Number
City of Highland Park	Lake	18-0135-00-BR

Prime Consultant (Firm) Name	Prepared By	Date
Stanley Consultants	Curt Grass	12/16/2025

Consultant / Subconsultant Name	Job Number
	D-91-038-19

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

Remarks

Supplement # 1

PAYROLL ESCALATION TABLE

CONTRACT TERM	12	MONTHS	OVERHEAD RATE	186.60%
START DATE	8/1/2026		COMPLEXITY FACTOR	0
RAISE DATE	8/1/2027		% OF RAISE	3.00%
END DATE	7/31/2027			

ESCALATION PER YEAR

Year	First Date	Last Date	Months	% of Contract
0	8/1/2026	7/31/2027	12	100.00%

The total escalation = 0.00%

Local Public Agency	County	Section Number
City of Highland Park	Lake	18-0135-00-BR

Consultant / Subconsultant Name	Job Number
	D-91-038-19

PAYROLL RATES

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

MAXIMUM PAYROLL RATE	**90.00**
ESCALATION FACTOR	**0.00%**

CLASSIFICATION	IDOT PAYROLL RATES ON FILE	CALCULATED RATE
Regional Manager	$90.00	$90.00
Client Services Manager	$90.00	$90.00
Department Manager	$86.94	$86.94
Principal Engineer	$87.37	$87.37
Senior Engineer	$61.36	$61.36
Senior Environmental Planner	$70.67	$70.67
Senior Environmental Scientist	$58.00	$58.00
Senior Transportation Planner	$60.10	$60.10
Engineer	$55.71	$55.71
Engineer-in-Training II	$43.72	$43.72
Engineer-in-Training I	$36.60	$36.60
Senior Resident Project Rep	$71.71	$71.71
Resident Project Rep	$65.46	$65.46
ECM Consultant	$69.57	$69.57
Specialist II	$43.27	$43.27
Senior Designer	$57.45	$57.45
GIS Coordinator	$55.43	$55.43
Senior Technician	$46.00	$46.00
Senior Administrative Assistant	$34.28	$34.28
Engineering Student Intern 4	$26.00	$26.00
Engineering Student Intern 3	$25.00	$25.00
Engineering Student Intern 2	$22.00	$22.00
Engineering Student Intern 1	$21.00	$21.00

Local Public Agency	County	Section Number
City of Highland Park	Lake	18-0135-00-BR

Consultant / Subconsultant Name	Job Number
	D-91-038-19

DIRECT COSTS WORKSHEET

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

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

ITEM	ALLOWABLE	QUANTITY	CONTRACT RATE	TOTAL
Lodging (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual Cost (Up to state rate maximum)			$0.00
Lodging Taxes and Fees (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual Cost			$0.00
Air Fare	Coach rate, actual cost, requires minimum two weeks' notice, with prior IDOT approval			$0.00
Vehicle Mileage (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to state rate maximum			$0.00
Vehicle Owned or Leased	$32.50/half day (4 hours or less) or $65/full day			$0.00
Vehicle Rental	Actual Cost (Up to $55/day)			$0.00
Tolls	Actual Cost			$0.00
Parking	Actual Cost			$0.00
Overtime	Premium portion (Submit supporting documentation)			$0.00
Shift Differential	Actual Cost (Based on firm's policy)			$0.00
Overnight Delivery/Postage/Courier Service	Actual Cost (Submit supporting documentation)			$0.00
Copies of Deliverables/Mylars (In-house)	Actual Cost (Submit supporting documentation)			$0.00
Copies of Deliverables/Mylars (Outside)	Actual Cost (Submit supporting documentation)			$0.00
Project Specific Insurance	Actual Cost			$0.00
Monuments (Permanent)	Actual Cost			$0.00
Photo Processing	Actual Cost			$0.00
2-Way Radio (Survey or Phase III Only)	Actual Cost			$0.00
Telephone Usage (Traffic System Monitoring Only)	Actual Cost			$0.00
CADD	Actual Cost (Max $15/hour)			$0.00
Web Site	Actual Cost (Submit supporting documentation)			$0.00
Advertisements	Actual Cost (Submit supporting documentation)			$0.00
Public Meeting Facility Rental	Actual Cost (Submit supporting documentation)			$0.00
Public Meeting Exhibits/Renderings & Equipment	Actual Cost (Submit supporting documentation)			$0.00
Recording Fees	Actual Cost			$0.00
Transcriptions (specific to project)	Actual Cost			$0.00
Courthouse Fees	Actual Cost			$0.00
Storm Sewer Cleaning and Televising	Actual Cost (Requires 2-3 quotes with IDOT approval)			$0.00
Traffic Control and Protection	Actual Cost (Requires 2-3 quotes with IDOT approval)			$0.00
Aerial Photography and Mapping	Actual Cost (Requires 2-3 quotes with IDOT approval)			$0.00
Utliity Exploratory Trenching	Actual Cost (Requires 2-3 quotes with IDOT approval)			$0.00
Testing of Soil Samples	Actual Cost			$0.00
Lab Services	Actual Cost (Provide breakdown of each cost)			$0.00
Equipment and/or Specialized Equipment Rental	Actual Cost (Requires 2-3 quotes with IDOT approval)			$0.00
				$0.00
				$0.00
				$0.00
				$0.00
		TOTAL DIRECT COSTS:		**$0.00**

Local Public Agency	County	Section Number
City of Highland Park	Lake	18-0135-00-BR

Consultant / Subconsultant Name	Job Number
	D-91-038-19

SUBCONSULTANTS

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

NAME	Direct Labor Total	Contribution to Prime Consultant
Environmental Design International, Inc.	3,360.00	336.00

Total	3,360.00	336.00

NOTE: Only subconsultants who fill out a cost estimate that splits out direct labor may be listed on this sheet.

Local Public Agency
City of Highland Park

County
Lake

Section Number
18-0135-00-BR

Consultant / Subconsultant Name

Job Number
D-91-038-19

COST ESTIMATE WORKSHEET

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

OVERHEAD RATE 186.60%

COMPLEXITY FACTOR 0

TASK	DIRECT COSTS (not included in row totals)	STAFF HOURS	PAYROLL	OVERHEAD & FRINGE BENEFITS	FIXED FEE	SERVICES BY OTHERS	TOTAL	% OF GRAND TOTAL
Project Admin		78	6,934	12,939	2,288		22,161	24.84%
Escelation		16	664	1,240	219		2,123	2.38%
Contract Support		74	4,281	7,987	1,413		13,681	15.33%
Bridge Rail Review		15	1,110	2,071	366		3,547	3.98%
Public Coordination		6	374	697	123		1,194	1.34%
Phase I Re-Evaluation		28	1,861	3,473	614		5,948	6.67%
Bridge Rail Update Design		126	7,277	13,578	2,401		23,256	26.07%
Wetland Update			-	-	-	16,969	16,969	19.02%
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Subconsultant DL							$336.00	0.38%
Direct Costs Total ===>	$0.00						**$0.00**	
TOTALS		343	22,501	41,985	7,424	16,969	89,215	100.00%

64,486

Local Public Agency
City of Highland Park

County
Lake

Section Number
18-0135-00-BR

Consultant / Subconsultant Name

Job Number
D-91-038-19

AVERAGE HOURLY PROJECT RATES

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

SHEET 1 OF 2

PAYROLL CLASSIFICATION	AVG HOURLY RATES	TOTAL PROJ. RATES			Project Admin			Escelation			Contract Support			Bridge Rail Review			Public Coordination		
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Regional Manager	90.00	0.0																	
Client Services Manager	90.00	0.0																	
Department Manager	88.90	111.0	32.36%	28.77	78	100.00%	88.90				8	10.81%	9.61	8	53.33%	47.41	1	16.67%	14.82
Principal Engineer	89.34	0.0																	
Senior Engineer	62.74	66.0	19.24%	12.07							18	24.32%	15.26						
Senior Environmental Planner	72.26	0.0																	
Senior Environmental Scientist	59.31	0.0																	
Senior Transportation Planner	61.45	0.0																	
Engineer	56.96	76.0	22.16%	12.62							24	32.43%	18.47	7	46.67%	26.58	5	83.33%	47.47
Engineer-in-Training II	44.70	33.0	9.62%	4.30				9	56.25%	25.15	24	32.43%	14.50						
Engineer-in-Training I	37.42	31.0	9.04%	3.38				7	43.75%	16.37									
Senior Resident Project Rep	73.32	0.0																	
Resident Project Rep	66.93	0.0																	
ECM Consultant	71.14	0.0																	
Specialist II	44.24	0.0																	
Senior Designer	58.74	26.0	7.58%	4.45															
GIS Coordinator	56.68	0.0																	
Senior Technician	47.04	0.0																	
Senior Administrative Assistant	35.05	0.0																	
Engineering Student Intern 4	26.59	0.0																	
Engineering Student Intern 3	25.56	0.0																	
Engineering Student Intern 2	22.50	0.0																	
Engineering Student Intern 1	21.47	0.0																	
		0.0																	
		0.0																	
		0.0																	
		0.0																	
TOTALS		343.0	100%	$65.60	78.0	100.00%	$88.90	16.0	100%	$41.52	74.0	100%	$57.84	15.0	100%	$73.99	6.0	100%	$62.29

Local Public Agency
City of Highland Park

County
Lake

Section Number
18-0135-00-BR

Consultant / Subconsultant Name

Job Number
D-91-038-19

AVERAGE HOURLY PROJECT RATES

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

PAYROLL CLASSIFICATION	AVG HOURLY RATES	Phase I Re-Evaluation			Bridge Rail Update Design			Wetland Update											
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Regional Manager	90.00																		
Client Services Manager	90.00																		
Department Manager	88.90	4	14.29%	12.70	12	9.52%	8.47												
Principal Engineer	89.34																		
Senior Engineer	62.74	24	85.71%	53.78	24	19.05%	11.95												
Senior Environmental Planne	72.26																		
Senior Environmental Scientis	59.31																		
Senior Transportation Planne	61.45																		
Engineer	56.96				40	31.75%	18.08												
Engineer-in-Training II	44.70																		
Engineer-in-Training I	37.42				24	19.05%	7.13												
Senior Resident Project Rep	73.32																		
Resident Project Rep	66.93																		
ECM Consultant	71.14																		
Specialist II	44.24																		
Senior Designer	58.74				26	20.63%	12.12												
GIS Coordinator	56.68																		
Senior Technician	47.04																		
Senior Administrative Assista	35.05																		
Engineering Student Intern 4	26.59																		
Engineering Student Intern 3	25.56																		
Engineering Student Intern 2	22.50																		
Engineering Student Intern 1	21.47																		
TOTALS		28.0	100%	$66.48	126.0	100%	$57.75	0.0	0%	$0.00	0.0	0%	$0.00	0.0	0%	$0.00	0.0	0%	$0.00

Environmental Design International, Inc.

Scope of Services
Wade Street Bridge Wetland Delineation Update
12/16/2025

The scope includes:

- Task 1 – Updated Wetland Delineation Report
  This includes providing a Wetland Delineation Report and field marking by subconsultant A3 Environmental (A3E). The previous Wetlands Report was prepared by Olson Ecological Solutions dated September 1, 2020 as part of the original contract. Olson was acquired by A3E.
- Task 2 – Updated Wetland Delineation Survey
  This includes locating the wetland delineation flagging limits as marked out by subconsultant A3E as part of Task 1. The survey field information will be shown on the existing topographic survey provided by Stanely Consultants.

Illinois Department of Transportation

EXHIBIT D

COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

FIXED RAISE

Local Public Agency	County	Section Number
City of Highland Park	Lake	18-00135-00BR

Prime Consultant (Firm) Name	Prepared By	Date
Stanley Consultants	Tom Green	12/16/2025

Consultant / Subconsultant Name	Job Number
	D-91-038-19

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

Remarks

PAYROLL ESCALATION TABLE

CONTRACT TERM	**12**	**MONTHS**	**OVERHEAD RATE**	**173.96%**
START DATE	**1/5/2026**		**COMPLEXITY FACTOR**	**0**
RAISE DATE			**% OF RAISE**	**3.00%**
END DATE	1/4/2027			

ESCALATION PER YEAR

Year	First Date	Last Date	Months	% of Contract
0	1/5/2026			

The total escalation = 0.00%

Local Public Agency	County	Section Number
City of Highland Park	Lake	18-00135-00BR

Consultant / Subconsultant Name	Job Number
	D-91-038-19

PAYROLL RATES

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

MAXIMUM PAYROLL RATE	90.00
ESCALATION FACTOR	0.00%

JOB SPECIFIC - Classifications and Average Payrates need to match current payrolls submitted to the Department.

CLASSIFICATION	IDOT AVG PAYROLL RATES ON FILE	CALCULATED RATE
Surveyor III	$60.00	$60.00
Surveyor III	$42.50	$42.50
Senior Survey Crew Chief	$44.50	$44.50
Survey Crew Chief	$31.50	$31.50
Instrument Person	$32.33	$32.33
CADD Technician	$33.13	$33.13
CADD Manager	$59.00	$59.00

Local Public Agency	County	Section Number
City of Highland Park	Lake	18-00135-00BR

Consultant / Subconsultant Name	Job Number
	D-91-038-19

SUBCONSULTANTS

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

NAME	Direct Labor Total (Payroll Only)	Contribution to Prime Consultant

Local Public Agency	County	Section Number
City of Highland Park	Lake	18-00135-00BR

Consultant / Subconsultant Name	Job Number
	D-91-038-19

DIRECT COSTS WORKSHEET

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

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

ITEM	ALLOWABLE	QUANTITY	CONTRACT RATE	TOTAL
Per Diem (per Federal GSA)	Up to federal maximum			$0.00
Lodging (per Federal GSA)	Actual Cost (Up to Federal rate maximum)			$0.00
Lodging Taxes and Fees (per Federal GSA)	Actual Cost			$0.00
Air Fare	Coach rate, actual cost, requires minimum two weeks' notice, with prior IDOT approval			$0.00
Vehicle Mileage (per Federal GSA)	Up to Federal rate maximum			$0.00
Vehicle Owned or Leased (no mileage charge allowed)	$45.00/half day (4 hours or less) or $90/full day			$0.00
Vehicle Rental	Actual Cost (Up to $55/day)			$0.00
Tolls	Actual Cost			$0.00
Parking	Actual Cost			$0.00
Overtime	Premium portion (Submit supporting documentation)			$0.00
Shift Differential	Actual Cost (Based on firm's policy)			$0.00
Overnight Delivery/Postage/Courier Service	Actual Cost (Submit supporting documentation)			$0.00
Copies of Deliverables/Mylars (In-house)	Actual Cost (Submit supporting documentation)			$0.00
Copies of Deliverables/Mylars (Outside)	Actual Cost (Submit supporting documentation)			$0.00
Project Specific Insurance	Actual Cost			$0.00
Monuments (Permanent)	Actual Cost			$0.00
Photo Processing	Actual Cost			$0.00
2-Way Radio (Survey or Phase III Only)	Actual Cost			$0.00
Telephone Usage (Traffic System Monitoring Only)	Actual Cost			$0.00
CADD	Actual Cost (Max $15/hour)			$0.00
Web Site	Actual Cost (Submit supporting documentation)			$0.00
Advertisements	Actual Cost (Submit supporting documentation)			$0.00
Public Meeting Facility Rental	Actual Cost (Submit supporting documentation)			$0.00
Public Meeting Exhibits/Renderings & Equipment	Actual Cost (Submit supporting documentation)			$0.00
Recording Fees	Actual Cost			$0.00
Transcriptions (specific to project)	Actual Cost			$0.00
Courthouse Fees	Actual Cost			$0.00
Storm Sewer Cleaning and Televising	Actual Cost (Requires 2-3 quotes with IDOT approval)			$0.00
Traffic Control and Protection	Actual Cost (Requires 2-3 quotes with IDOT approval)			$0.00
Aerial Photography and Mapping	Actual Cost (Requires 2-3 quotes with IDOT approval)			$0.00
Utliity Exploratory Trenching	Actual Cost (Requires 2-3 quotes with IDOT approval)			$0.00
Testing of Soil Samples	Actual Cost			$0.00
Lab Services	Actual Cost (Provide breakdown of each cost)			$0.00
Equipment and/or Specialized Equipment Rental	Actual Cost (Requires 2-3 quotes with IDOT approval)			$0.00
Wetland Delineation Report	Subconsultant Cost + 10%	1	$6,655.00	$6,655.00
				$0.00
				$0.00
			TOTAL DIRECT COSTS:	**$6,655.00**

Local Public Agency
City of Highland Park

County
Lake

Section Number
18-00135-00BR

Consultant / Subconsultant Name

Job Number
D-91-038-19

COST ESTIMATE WORKSHEET

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

OVERHEAD RATE **173.96%**

COMPLEXITY FACTOR **0**

TASK	DIRECT COSTS (not included in row totals)	MANHOURS	PAYROLL	OVERHEAD & FRINGE BENEFITS	FIXED FEE	SERVICES BY OTHERS	TOTAL	% OF GRAND TOTAL
Updated Wetland Delineation Report	6,655	2	85	148	28		6,916	40.76%
Updated Wetland Delineation Survey		82	3,275	5,697	1,081		10,053	59.24%
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Subconsultant DL					0.00			
TOTALS	6,655	84	3,360	5,845	1,109	-	16,969	100.00%

Local Public Agency
City of Highland Park

County
Lake

Section Number
18-00135-00BR

Consultant / Subconsultant Name

Job Number
D-91-038-19

AVERAGE HOURLY PROJECT RATES

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

SHEET 1 OF 1

PAYROLL CLASSIFICATION	AVG HOURLY RATES	TOTAL PROJ. RATES			Updated Wetland Delineation Report			Updated Wetland Delineation Survey											
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Surveyor III	60.00	2.0	2.38%	1.43				2	2.44%	1.46									
Surveyor III	42.50	22.0	26.19%	11.13	2	100.00%	42.50	20	24.39%	10.37									
Senior Survey Crew Chief	44.50	30.0	35.71%	15.89				30	36.59%	16.28									
Survey Crew Chief	31.50	0.0																	
Instrument Person	32.33	30.0	35.71%	11.55				30	36.59%	11.83									
CADD Technician	33.13	0.0																	
CADD Manager	59.00	0.0																	
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TOTALS		84.0	100%	$40.00	2.0	100.00%	$42.50	82.0	100%	$39.94	0.0	0%	$0.00	0.0	0%	$0.00	0.0	0%	$0.00

Illinois Department of Transportation

Local Public Agency
Engineering Services Agreement

Using Federal Funds? ☒ Yes ☐ No

Agreement For: Federal PE

Agreement Type: Supplement

Number: 2

LOCAL PUBLIC AGENCY

Local Public Agency	County	Section Number	Job Number
Highland Park	Lake	18-00135-00-BR	D-91-038-19

Project Number	Contact Name	Phone Number	Email
QK5Z(340)	Anna Stawski	(847) 926-1145	astawski@cityhpil.com

SECTION PROVISIONS

Local Street/Road Name	Key Route	Length	Structure Number
Wade Street	0-1144	0.7	049-6572

Location Termini: Ravine #3

Add Location | Remove Location

Project Description:

The project will replace the existing Wade Street bridge over Ravine #3 with a new single span bridge. The new structure will provide a 26' deck with 7' sidewalk on the east side of the bridge.

Engineering Funding: ☒ MFT/TBP ☐ State ☒ Other — Local

Anticipated Construction Funding: ☒ Federal ☐ MFT/TBP ☐ State ☒ Other — Con-Federal, CE-Local

AGREEMENT FOR

☐ Phase I - Preliminary Engineering ☒ Phase II - Design Engineering

CONSULTANT

Prime Consultant (Firm) Name	Contact Name	Phone Number	Email
Stanley Consultants	Ryan Delves	(773) 444-5956	DelvesRyan@stanleygroup.com

Address	City	State	Zip Code
8501 W Higgins Rd, Suite 730	Chicago	IL	60631

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

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

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

Regional Engineer	Deputy Director, Office of Highways Project Implementation, Regional Engineer, Department of Transportation

AGREEMENT EXHIBITS

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

☒ EXHIBIT 1: Scope of Services

☒ EXHIBIT 2: Project Schedule

☒ EXHIBIT 3: Qualification Based Selection (QBS) Checklist

☐ EXHIBIT 4: Cost Estimate of Consultant Services (CESCS) Worksheet (BLR 05513 or BLR 05514)

☐ _____

☐ _____

☐ _____

I. THE ENGINEER AGREES,

1. To perform or be responsible for the performance of the Scope of Services presented in EXHIBIT 1 for the LPA in connection with the proposed improvements herein before described.
2. The Classifications of the employees used in the work shall be consistent with the employee classifications and estimated staff hours. If higher-salaried personnel of the firm, including the Principal Engineer, perform services that are to be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the payroll rate for the work performed.
3. That the ENGINEER shall be responsible for the accuracy of the work and shall promptly make necessary revisions or corrections required as a result of the ENGINEER'S error, omissions or negligent acts without additional compensation. Acceptance of work by the LPA or DEPARTMENT will not relieve the ENGINEER of the responsibility to make subsequent correction of any such errors or omissions or the responsibility for clarifying ambiguities.
4. That the ENGINEER will comply with applicable Federal laws and regulations, State of Illinois Statutes, and the local laws or ordinances of the LPA.
5. To pay its subconsultants for satisfactory performance no later than 30 days from receipt of each payment from the LPA.
6. To invoice the LPA for Preliminary and/or Design Engineering: The ENGINEER shall submit all invoices to the LPA within three months of the completion of the work called for in the AGREEMENT or any subsequent Amendment or Supplement.
7. To submit a completed BLR 05613, Engineering Payment Report, to the DEPARTMENT within three months of the completion of the work called for in this AGREEMENT or any subsequent Amendment or Supplement. The form shall be submitted with the final invoice.
8. The ENGINEER or subconsultant shall not discriminate on the basis of race, color, national origin or sex in the performance of this AGREEMENT. The ENGINEER shall carry out applicable requirements of 49 CFR part 26 in the administration of United States Department of Transportation (US DOT) assisted contract. Failure by the Engineer to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as the LPA deems appropriate.
9. That none of the services to be furnished by the ENGINEER shall be sublet assigned or transferred to any other party or parties without written consent of the LPA. The consent to sublet, assign or otherwise transfer any portion of the services to be furnished by the ENGINEER shall be construed to relieve the ENGINEER of any responsibility for the fulfillment of this AGREEMENT.
10. For Preliminary Engineering Contracts:
    (a) To attend meetings and visit the site of the proposed improvement when requested to do so by representatives of the LPA or the DEPARTMENT, as defined in Exhibit 1 (Scope of Services).
    (b) That all plans and other documents furnished by the ENGINEER pursuant to the AGREEMENT will be endorsed by the ENGINEER and affix the ENGINEER's professional seal when such seal is required by law. Such endorsements must be made by a person, duly licensed or registered in the appropriate category by the Department of Professional Regulation of the State of Illinois. It will be the ENGINEER's responsibility to affix the proper seal as required by the Bureau of Local Roads and Streets manual published by the DEPARTMENT.
    (c) That the ENGINEER is qualified technically and is thoroughly conversant with the design standards and policies applicable for the PROJECT; and that the ENGINEER has sufficient properly trained, organized and experienced personnel to perform the services enumerated in Exhibit 1 (Scope of Services).
11. That the engineering services shall include all equipment, instruments, supplies, transportation and personnel required to perform the duties of the ENGINEER in connection with this AGREEMENT (See DIRECT COST tab in BLR 05513 or BLR 05514).

II. THE LPA AGREES,

1. To certify by execution of this AGREEMENT that the selection of the ENGINEER was performed in accordance with the following:
    (a) Professional Services Selection Act (50 ILCS 510), The Brooks Act (40 USC 11), and the Procurement, Management, and Administration of Engineering, and Design Related Services (23 CFR part 172). Exhibit 3 is required to be completed with this AGREEMENT.
2. To furnish the ENGINEER all presently available survey data, plans, specifications, and project information.

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

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

   Method of Compensation:

   ☒ Lump Sum _____ (For federal funds the lump sum shall be developed using Cost Plus Fixed Fee Formula.)

   ☐ Specific Rate

   ☐ Cost plus Fixed Fee:

   Total Compensation = DL + DC + OH + FF

   Where:

   DL is the total Direct Labor,
   DC is the total Direct Cost,
   OH is the firm's overhead rate applied to their DL and
   FF is the Fixed Fee.

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

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

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

III. IT IS MUTUALLY AGREED,

1. No work shall be commenced by the ENGINEER prior to issuance by the IDOT of a written Notice to Proceed.
2. To maintain, for a minimum of 3 years after the completion of the contract, adequate books, records and supporting documents to verify the amount, recipients and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records and supporting documents related to the contract shall be available for review and audit by the Auditor General, and the DEPARTMENT: the Federal Highways Administration (FHWA) or any authorized representative of the federal government, and to provide full access to all relevant materials. Failure to maintain the books, records and supporting documents required by this section shall establish a presumption in favor of the DEPARTMENT for the recovery of any funds paid by the DEPARTMENT under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
3. That the ENGINEER shall be responsible for any and all damages to property or persons arising out of an error, omission and/or negligent act in the prosecution of the ENGINEER's work and shall indemnify and save harmless the LPA, the DEPARMTENT, and their officers, agents, and employees from all suits, claims, actions or damage liabilities, costs or damages of any nature whatsoever resulting there from. These indemnities shall not be limited by the listing of any insurance policy.

   The LPA will notify the ENGINEER of any error or omission believed by the LPA to be caused by the negligence of the ENGINEER as soon as practicable after the discovery. The LPA reserves the right to take immediate action to remedy any error or omission if notification is not successful; if the ENGINEER fails to reply to a notification; or if the conditions created by the error or omission are in need of urgent correction to avoid accumulation of additional construction costs or damages to property and reasonable notice is not practicable.
4. This AGREEMENT may be terminated by the LPA upon giving notice in writing to the ENGINEER at the ENGINEER's last known post office address. Upon such termination, the ENGINEER shall cause to be delivered to the LPA all drawings, plats, surveys, reports, permits, agreements, soils and foundation analysis, provisions, specifications, partial and completed estimates and data, if any from soil survey and subsurface investigation with the understanding that all such material becomes the property of the LPA. The LPA will be responsible for reimbursement of all eligible expenses incurred under the terms of this AGREEMENT up to the date of the written notice of termination.
5. In the event that the DEPARMENT stops payment to the LPA, the LPA may suspend work on the project. If this agreement is suspended by the LPA for more than thirty (30) calendar days, consecutive or in aggregate, over the term of this

   AGREEMENT, the ENGINEER shall be compensated for all services performed and reimbursable expenses incurred as a result

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

6. This AGREEMENT shall continue as an open contract and the obligations created herein shall remain in full force and effect until the completion of construction of any phase of professional services performed by others based upon the service provided herein. All obligations of the ENGINEER accepted under this AGREEMENT shall cease if construction or subsequent professional services are not commenced within 5 years after final payment by the LPA.

7. That the ENGINEER shall be responsible for any and all damages to property or persons arising out of an error, omission and/or negligent act in the prosecution of the ENGINEER's work and shall indemnify and have harmless the LPA, the DEPARTMENT, and their officers, employees from all suits, claims, actions or damages liabilities, costs or damages of any nature whatsoever resulting there from. These indemnities shall not be limited by the listing of any insurance policy.

8. The ENGINEER and LPA certify that their respective firm or agency:

   (a) has not employed or retained for commission, percentage, brokerage, contingent fee or other considerations, any firm or person (other than a bona fide employee working solely for the LPA or the ENGINEER) to solicit or secure this AGREEMENT,
   (b) has not agreed, as an express or implied condition for obtaining this AGREEMENT, to employ or retain the services of any firm or person in connection with carrying out the AGREEMENT or
   (c) has not paid, or agreed to pay any firm, organization or person (other than a bona fide employee working solely for the LPA or the ENGINEER) any fee, contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out the AGREEMENT.
   (d) that neither the ENGINEER nor the LPA is/are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency,
   (e) has not within a three-year period preceding the AGREEMENT been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property,
   (f) are not presently indicated for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph e and
   (g) has not within a three-year period preceding this AGREEMENT had one or more public transaction (Federal, State or local) terminated for cause or default.

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

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

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

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

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

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

    (a) Publishing a statement:

        (1) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the grantee's or contractor's workplace.

        (2) Specifying actions that will be taken against employees for violations of such prohibition.

        (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
            (a) abide by the terms of the statement; and
            (b) notify the employer of any criminal drug statue conviction for a violation occurring int he workplace no later than (5) days after such conviction.

    (b) Establishing a drug free awareness program to inform employees about:

        (1) The dangers of drug abuse in the workplace;
        (2) The grantee's or contractor's policy of maintain a drug free workplace;
        (3) Any available drug counseling, rehabilitation and employee assistance program; and

(4) The penalties that may be imposed upon an employee for drug violations.

(c) Providing a copy of the statement required by subparagraph (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.

(d) Notifying the contracting, or granting agency within ten (10) days after receiving notice under part (b) of paragraph (3) of subsection (a) above from an employee or otherwise, receiving actual notice of such conviction.

(e) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program.

(f) Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation is required and indicating that a trained referral team is in place.

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

11. Due to the physical location of the project, certain work classifications may be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.).

12. For Preliminary Engineering Contracts:

(a) That tracing, plans, specifications, estimates, maps and other documents prepared by the ENGINEER in accordance with this AGREEMENT shall be delivered to and become the property of the LPA and that basic survey notes, sketches, charts, CADD files, related electronic files, and other data prepared or obtained in accordance with this AGREEMENT shall be made available, upon request to the LPA or to the DEPARTMENT, without restriction or limitation as to their use. Any re-use of these documents without the ENGINEER involvement shall be at the LPA's sole risk and will not impose liability upon the ENGINEER.

(b) That all reports, plans, estimates and special provisions furnished by the ENGINEER shall conform to the current Standard Specifications for Road and Bridge Construction, Bureau of Local Roads and Streets Manual or any other applicable requirements of the DEPARTMENT, it being understood that all such furnished documents shall be approved by the LPA and the DEPARTMENT before final acceptance. During the performance of the engineering services herein provided for, the ENGINEER shall be responsible for any loss or damage to the documents herein enumerated while they are in the ENGINEER's possession and any such loss or damage shall be restored at the ENGINEER's expense.

AGREEMENT SUMMARY

Prime Consultant (Firm) Name	TIN/FEIN/SS Number	Agreement Amount
Stanley Consultants	42-1320758	$6,000.00

Subconsultants	TIN/FEIN/SS Number	Agreement Amount
	Subconsultant Total	
	Prime Consultant Total	$6,000.00
	Total for all work	$6,000.00

AGREEMENT SIGNATURES

Executed by the LPA:

The Local Public Agency Type: City of Local Public Agency: Highland Park

Attest:

By (Signature & Date)

By (Signature & Date)

Name of Local Public Agency: Highland Park

Local Public Agency Type: City

Clerk

Title

(SEAL)

Executed by the ENGINEER:

Attest:

Prime Consultant (Firm) Name: Stanley Consultants

By (Signature & Date)

Adam Reinke, P.E.
2026.07.06
14:33:25-05'00'

By (Signature & Date)

Title: Interim Transportation Market Leader

Title

For information about IDOTs collection and use of confidential information review the department's Identity Protection Policy.

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
Highland Park	Stanley Consultants	Lake	18-00135-00-BR

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

EXHIBIT 1
SCOPE OF SERVICES

See Attached

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
Highland Park	Stanley Consultants	Lake	18-00135-00-BR

EXHIBIT 2
PROJECT SCHEDULE

Pre-Final plans to D1: July 24, 2026
Final PS&E: September 28, 2026
ROW Cert: November 25, 2026
Letting January 15, 2027

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
Highland Park	Stanley Consultants	Lake	18-00135-00-BR

Exhibit 3
Qualification Based Selection (QBS) Checklist

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

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

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

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

If yes, Due date of submittal: 01/05/18

Method(s) used for advertisement and dates of advertisement

Internet

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

Project Criteria	Weighting
Key Staff	15%
Understanding	15%
Interview	10%
Support Staff	10%
Scope	15%
Responsiveness	15%
Website	10%
Subconsultants	10%

8	Do the written QBS policies and procedures discuss the method of selection?	☒	☐

Selection committee (titles) for this project

Director of Public Works, City Engineer and Civil Engineer

Top three consultants ranked for this project in order	
1	Stanley Consultants
2	HR Green
3	Patrick Engineering

9	Was an estimated cost of engineering for this project developed in-house prior to contract negotiation?	☒	☐
10	Were negotiations for this project performed in accordance with federal requirements.	☒	☐
11	Were acceptable costs for this project verified?	☒	☐
12	Do the written QBS policies and procedures cover review and approving for payment, before forwarding the request for reimbursement to IDOT for further review and approval?	☒	☐

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
Highland Park	Stanley Consultants	Lake	18-00135-00-BR

13	Do the written QBS policies and procedures cover ongoing and finalizing administration of the project (monitoring, evaluation, closing-out a contract, records retention, responsibility, remedies to violations or breaches to a contract, and resolution of disputes)?	☒	☐
14	QBS according to State requirements used?	☒	☐
15	Existing relationship used in lieu of QBS process?	☐	☒
16	LPA is a home rule community (Exempt from QBS).	☐	☒

Stanley Consultants INC.

8501 W. Higgins Road
Suite 730
Chicago, IL 60631

773.693.9624
stanleyconsultants.com

PROFESSIONAL SERVICES AGREEMENT

THIS IS AN AGREEMENT made as of April 22, 2026, between City of Highland Park (CLIENT) and Stanley Consultants Inc (CONSULTANT). Client engaged Consultant to provide limited Phase II field services consisting of locating temporary easements for four properties adjacent to the Wade Street Bridge Project (the "Project").

CLIENT and CONSULTANT agree:

1. **Scope of Services.** CONSULTANT shall perform professional services as stated in Exhibit 1.

2. **Compensation.** Client shall compensate Consultant for the Services described herein with a one-time, all-inclusive lump-sum payment of Six Thousand Dollars ($6,000.00), which constitutes full and complete compensation for such Services.

3. **Terms and Conditions.** CONSULTANT shall provide professional services in accordance with the terms and conditions stated in Exhibit 3. If client issues a purchase order or other document to initiate the commencement of services hereunder, it is agreed that any terms and conditions appearing thereon shall have no application and only the provisions of this Agreement shall automatically apply.

4. CLIENT has provided or shall provide for payment from one or more lawful sources of all sums to be paid to CONSULTANT.

5. Following exhibits are attached to and made part of this Agreement:

   Exhibit 1 - Scope of Services
   Exhibit 2 - NA
   Exhibit 3 - Standard Terms and Conditions

IN WITNESS WHEREOF, the parties below have executed this Agreement as of the day and year first above written.

By: _____
Adam Reinke, Interim Transportation Market Leader

Date: 7/6/2026

By: _____
Ghida S. Neukirch, City Manager

Date: _____

If CLIENT is a public body, attach evidence of authority to sign and resolution or other document authorizing execution of AGREEMENT.

City of Highland Park
Wade St Bridge over Ravine #3
Phase II, Sec # 18-00135-00-BR
Job #: D9-1-038-19

Exhibit 1 - Scope of Services
Temporary Easements Field Locate

Scope of Services

Introduction

This supplement is for Phase II field services to support the ongoing Wade Street Bridge project. It documents the time and costs associated with additional services that are outside the original scope of work.
In coordination with Mathewson Right of Way Company, adjacent residents have requested that temporary easements (TEs) be staked in the field. This work is intended to support ongoing right-of-way negotiations by providing property owners with a clearer understanding of the proposed easement limits.

I. Field Work (32 hrs)
Field work will include setup, control tie in and verification by the surveyor based on the survey field data previously collected by EDI in Phase I. This work will also include the layout and installation of lathe at the corners of the ROW, Property Lines and Temporary Easement within line of sight to assist the negotiator, Matthewson Right-of-Way Company, with the negotiation process with residents.

II. Office Work (2 hrs)
Office work includes collection and transcription of data points into a format that can be used by the surveyor to lay out the corners and lathe noted above as well as an exhibit for the surveyor to determine the correct layout of the boundary lines.

Timeline

Upon acceptance of this proposal, we are prepared to mobilize to the field as soon as possible. Given the spring season, timely access to the site is critical, as completing the work prior to seasonal vegetation emergence will significantly improve visibility and field efficiency. We propose to complete this work no later than the end of April. Due to the challenging terrain and steep slopes within the project area, we anticipate that staking the easements will require approximately two days in the field.

1. CLIENT'S RESPONSIBILITIES

1.1 Name CLIENT's representative with authority to receive information and transmit instructions for CLIENT.

1.2 Provide CLIENT's requirements for project, including objectives and constraints, design and construction standards, bonding and insurance requirements, and contract forms.

1.3 Provide available information pertinent to project upon which CONSULTANT may rely.

1.4 Arrange for access by CONSULTANT upon public and private property, as required.

1.5 Examine documents presented by CONSULTANT, obtain legal and other advice as CLIENT deems appropriate, and render written decisions within reasonable time.

1.6 Obtain consents, approvals, licenses, and permits necessary for project.

1.7 Advertise for and open bids when scheduled.

1.8 Provide services necessary for project but not within scope of CONSULTANT's services.

1.9 Indemnify CONSULTANT, its employees, agents, and consultants against claims arising out of CONSULTANT's design, if there has been a deviation from the design beyond the CONSULTANT's control or failure to follow CONSULTANT's recommendation and such deviation or failure caused the claims.

1.10 Promptly notify CONSULTANT when CLIENT learns of contractor error or any development that affects scope or timing of CONSULTANT's services.

1.11 Nothing in this agreement shall create a fiduciary duty between the parties.

2. PERIOD OF SERVICE

2.1 CONSULTANT is not responsible for delays due to factors beyond its control.

2.2 If CLIENT requests changes in project, compensation for and time of performance of CONSULTANT's services shall be adjusted appropriately.

3. CONSTRUCTION COST AND COST ESTIMATES

3.1 **Construction Cost.** Construction cost means total cost of entire project to CLIENT, except for CONSULTANT's compensation and expenses, cost of land, rights-of-way, legal and accounting services, insurance, financing charges, and other costs which are CLIENT's responsibility as provided in this Agreement.

3.2 **Cost Estimates.** Since CONSULTANT has no control over cost of labor, materials, equipment, or services furnished by others, over contractors' methods of determining prices, or over competitive bidding or market conditions, its estimates of project construction cost will be made on the basis of its employees' experience and qualifications and will represent their best judgment as experienced and qualified professionals, familiar with the construction industry. CONSULTANT does not guarantee that proposals, bids, or actual construction cost will not vary from its estimates of project cost.

4. GENERAL

4.1 **Termination.**

4.1.1 Either party may terminate their obligation to provide further services upon twenty (20) days' written notice, after material default by other party through no fault of terminating party.

4.1.2 CLIENT may terminate CONSULTANT's obligation to provide further services upon twenty (20) days' written notice if project is abandoned. In such event, progress payments due to CONSULTANT for services rendered plus unpaid reimbursable to expenses, shall constitute total compensation due.

4.2 **Reuse of Documents.**

4.2.1 All tangible items prepared by CONSULTANT are instruments of service, and CONSULTANT retains all copyrights. CLIENT may retain copies for reference, but reuse on another project without CONSULTANT's written consent is prohibited. CLIENT will indemnify CONSULTANT, its employees, agents, and consultants against claims resulting from such prohibited reuse. Said items are not intended to be suitable for completion of this project by others.

4.2.2 Submittal or distribution of items in connection with project is not publication in derogation of CONSULTANT's rights.

4.2.3 **Confidentiality.** Each party acknowledges that in connection with this Agreement it may receive certain confidential or proprietary technical and business information and materials of the other party ("Confidential Information"). Each party, its agents and employees shall hold and maintain in strict confidence all Confidential Information, shall not disclose Confidential Information to any third party, and shall not use any Confidential Information except as may be necessary to perform its obligations under the agreement except as may be required by a court or governmental authority. CLIENT and CONSULTANT shall keep all information and communications related to the project confidential in the same manner each party protects its own confidential information, to the extent that it is marked "proprietary" or "confidential or with a similar label or which by the nature of the information generally would be regarded as proprietary or confidential. This clause shall not apply to information that is previously known by either party, lawfully becomes public knowledge, or is required to be disclosed by law or a court order. CONSULTANT shall be allowed to use non-confidential information on the project, including CLIENT name, project location, and project details for marketing purposes.

4.3 **Payment.**

4.3.1 CONSULTANT shall submit a monthly statement for services rendered and reimbursable expenses incurred. CLIENT shall make prompt monthly payments.

4.3.2 If CLIENT fails to make payment within thirty (30) days after receipt of statement, interest at maximum legal rate or at a rate of 18%, whichever is less, shall accrue; and, in addition, CONSULTANT may, after giving seven (7) days' written notice, suspend services until it has been paid in full all amounts due it.

4.3.3 CLIENT has provided or shall provide for payment from one or more lawful sources of all sums to be paid to CONSULTANT.

4.3.4 CONSULTANT's compensation shall not be reduced on account of any amounts withheld from payments to contractors.

4.3.5 If services performed by CONSULTANT are subject to state or local sales taxes, said taxes will be reflected in the invoices and remitted according to state law. If CLIENT claims a status that would make the transaction exempt, then CLIENT shall provide appropriate proof of exempt status to CONSULTANT.

4.4 **Controlling Law.** Agreement shall be governed by the law of the State where the project is located, excluding its choice of law rules. Jurisdiction shall similarly be where the project is located.

4.5 **Successors and Assigns.**

4.5.1 The parties bind themselves, their successors, and legal representatives to the other party and to successors and legal representatives of such other party, in respect to all covenants and obligations of this Agreement.

4.5.2 Neither party shall assign, sublet, or transfer any interest in this Agreement without written consent of the other, provided CONSULTANT may employ such independent consultants, associates, and subcontractors as it may deem appropriate.

4.5.3 Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the parties.

4.6 **CONSULTANT's Accounting Records.** Records of CONSULTANT's personnel time, reimbursable expenses, and accounts between parties shall be kept on a generally-recognized accounting basis.

4.7 **Separate Provisions.** If any provisions of this Agreement shall be held to be invalid or unenforceable, remaining provisions shall be valid and binding.

4.8 **Waiver.** No waiver shall constitute a waiver of any subsequent breach.

4.9 **Warranty.**

4.9.1 CONSULTANT shall use reasonable care to reflect requirements of all applicable laws, rules, or regulations of which CONSULTANT has knowledge or about which CLIENT specifically advises in writing, which are in effect on date of Agreement. CONSULTANT INTENDS TO RENDER SERVICES IN ACCORDANCE WITH GENERALLY ACCEPTED PROFESSIONAL STANDARDS AT THE TIME SERVICES ARE PERFORMED, BUT NO OTHER WARRANTY IS EXTENDED, EITHER EXPRESS OR IMPLIED, IN CONNECTION WITH SUCH SERVICES. CLIENT's rights and remedies in this Agreement are exclusive.

4.9.2 CONSULTANT shall not be responsible for contractors' construction means, methods, techniques, sequences, or procedures, or for contractors' safety precautions and programs, or for contractors' failure to perform according to contract documents.

4.9.3 The CONSULTANT believes that any computer software provided under this Agreement is suitable for the intended purpose, however, it does not warrant the suitability, merchantability, or fitness for a particular purpose of this software.

4.9.4 Subject to the standard of care set forth in Paragraph 4.9.1, CONSULTANT and its Subconsultants may use or rely upon design elements, work, and information ordinarily or customarily furnished by others, including, but not limited to, CLIENT or his authorized representatives, public record, specialty contractors, manufacturers, suppliers, and publishers of technical standards.

4.10 **Period of Repose.** Any applicable statute of limitations or repose shall commence to run and any alleged cause of action shall be deemed to have accrued not later than completion of services to be performed by CONSULTANT.

4.11 **Indemnification.** To the fullest extent permitted by law, CONSULTANT shall indemnify and hold harmless CLIENT, CLIENT's officers, directors, partners, and employees from and against any and all third party claims for bodily injury and for damage to tangible property to the extent caused by the negligent acts or omissions of CONSULTANT or CONSULTANT's officers, directors, partners, employees, agents, and CONSULTANT's consultants in the performance and furnishing of CONSULTANT's services under this Agreement. Any indemnification shall be limited to the terms and amounts of coverage of the CONSULTANT's insurance policies and Section 4.12, Limitation of Liability.

To the fullest extent permitted by law, CLIENT shall indemnify and hold harmless CONSULTANT, CONSULTANT's officers, directors, partners, employees, and agents and CONSULTANT's consultants from and against any and all third party claims for bodily injury and for damage to tangible property to the extent caused by the negligent acts or omissions of CLIENT or CLIENT's officers, directors, partners, employees, agents, and CLIENT's consultants with respect to this Agreement on the Project. In addition to the indemnity provided under this section, and to the fullest extent permitted by law, CLIENT shall indemnify and hold harmless CONSULTANT and its officers, directors, partners, employees, and agents and CONSULTANT's consultants from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) caused by, arising out of, or relating to the presence, discharge, release, or escape of asbestos, PCBs, petroleum, hazardous waste, or radioactive material at, on, under, or from the Project site.

4.12 **Limitation of Liability.** TO THE FULLEST EXTENT PERMITTED BY LAW, AND NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE TOTAL LIABILITY, IN THE AGGREGATE, OF THE CONSULTANT (INCLUDING ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS AND SUBCONSULTANTS), TO CLIENT AND ANYONE CLAIMING BY, THROUGH OR UNDER CLIENT, FOR ANY AND ALL CLAIMS, LOSSES, COSTS, OR DAMAGES WHATSOEVER ARISING OUT OF, RESULTING FROM, OR IN ANY WAY RELATED TO THE PERFORMANCE OF SERVICES UNDER THIS AGREEMENT FROM ANY CAUSES, INCLUDING BUT NOT LIMITED TO NEGLIGENCE, PROFESSIONAL ERRORS OR OMISSIONS, OR WARRANTEES EXPRESSED OR IMPLIED, OF CONSULTANT OR CONSULTANT'S CONSULTANTS, SHALL NOT EXCEED $50,000.00 OR THE TOTAL COMPENSATION RECEIVED BY CONSULTANT FOR THE PROJECT, WHICHEVER IS GREATER. THIS LIMITATION INCLUDES LIABILITY UNDER SECTION 4.11. IN NO EVENT SHALL CONSULTANT BE LIABLE TO CLIENT FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND ARISING OUT OF OR RELATED TO THIS AGREEMENT.

4.13 **Extent of Agreement.** This Agreement represents the entire agreement between the parties and may be amended only by written instrument signed by both parties.

4.14 **INSURANCE**. CONSULTANT shall purchase and maintain insurance for the coverages and for not less than the limits of liability set forth below:
(a) Workers' Compensation: workers' compensation insurance as required by the laws of the states or countries with jurisdiction of the services to be performed, including employer's liability insurance, with a limit of $1,000,000 per accident.
(b) Commercial General Liability: commercial general liability, including coverage for all premises, operations, operations of independent contractors, products and completed operations, and contractual liability. Coverage shall have limits of not less than $1,000,000 for each occurrence and aggregate.
(c) Commercial Automobile Liability: commercial automobile liability covering the use of all owned, non-owned, and hired automobiles with minimum combined single limits of $1,000,000.
(d) Professional Liability: professional liability insurance for claims arising out of performance of professional services caused by any negligent error, omission, or act for which the insured is legally liable, with a minimum limit of $1,000,000, to be kept in force for two (2) years after completion of project.
CONSULTANT shall provide certificates or other evidence from insurance carriers of the required insurance coverages, if requested by CLIENT in writing within 30 days of start of performance. All insurance except workers' compensation and professional liability shall designate CLIENT as additional insured.
(e) Cyber Liability: Data Breach and Privacy/Cyber Liability Insurance in a limit of not less than $1,000,000 per occurrence.

4.15 **Subrogation Waiver.** The parties waive all rights against each other, and against contractors, consultants, agents, and employees of the other for
damages covered by any property insurance during construction, and each shall require similar waivers from their contractors, consultants, and agents.

4.16 **Force Majeure.** Parties will not be liable for delays in delivery or for failure to perform obligations, other than payment, due to causes beyond their reasonable control, including, but not limited to, product allocations, material shortages, labor disputes, transportation delays, unforeseen circumstances, acts of God, acts or omissions of other parties, acts or omissions of civil or military authorities, government priorities, fire, strikes, floods, epidemics, quarantine restrictions, riots, terrorists acts, or war. CONSULTANT's time for delivery or performance will be automatically extended by the period of such delay or CONSULTANT may, at its option, cancel any services, in whole or in part, without liability by giving notice to CLIENT.

4.17 **EQUAL EMPLOYMENT OPPORTUNITY CLAUSE. When applicable, the CONSULTANT and SUBCONSULTANT shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a), 60-741.5(a) and Appendix A of Subpart A of 29 CFR 471. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime CONSULTANTS and SUBCONSULTANTS take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.**

4.18 FLORIDA PROJECTS ONLY - NO EMPLOYEE OR AGENT OF CONSULTANT IS A PARTY TO THIS CONTRACT. PURSUANT TO FLORIDA STATUTE 558.0035, AN INDIVIDUAL EMPLOYEE OR AGENT OF CONSULTANT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE OCCURING WITHIN THE COURSE AND SCOPE OF THIS CONTRACT. CONSULTANT MAINTAINS PROFESSIONAL LIABILITY INSURANCE AS REQUIRED UNDER THIS CONTRACT AND ANY DAMAGES ARE SOLEY ECONOMIC IN NAUTRE AND THE DAMAGES DO NOT EXTEND TO PERSONAL INJURIES OR PROPERTY NOT SUBJECT TO THE CONTRACT.

Staff Report

Meeting Date: August 17, 2026

Staff Contact: Anna Stawski, City Engineer
Alec Turkowski, Civil Engineer

Department: Public Works Department

Title: A Resolution Approving a Construction Engineering Agreement with Stanley Consultants for the Wade Street Bridge Replacement Project

Recommendation:
Staff recommends executing a Phase III Construction Engineering Agreement with Stanley Consultants to oversee construction of the Wade Street Bridge (over Ravine #3) Replacement Project. The City received State grant funding for this project. The project was discussed as part of the FY27 Capital Improvement Program.

Policy Consideration:
The Wade Street Bridge was originally constructed in 1963 and is located on Wade Street, between Cedar Avenue and Marshman Avenue. The bridge is nearing the end of its service life and is in need of replacement. The City of Highland Park received MAP 21-Surface Transportation Program Bridge Grant funds (STP-BR) from the Illinois Department of Transportation (IDOT) for the Wade Street Bridge Replacement Project.

IDOT authorized the City to proceed with Phase III Construction Engineering Services.

Services to be provided as part of the Phase III Construction Engineering are summarized below.
- Coordination and Meetings
- Attendance at the mandatory IDOT Pre-construction meeting.
- Kickoff meeting with the contractor and subcontractor to address items not covered at the pre-construction meeting. These items include the location of on-site equipment and material storage sites, weekly meeting attendance, contractor, coordination of utility adjustments, sediment and erosion control conformance, permits, and material inspection information.
- Construction Inspection and Documentation
- Construction will be monitored for conformance with the contract documents, IDOT Standard Specifications and City requirements.
- Measurements and calculations will be made daily and Inspector Daily Reports will be filled out and entered into IDOT's ICORS documentation system on a regular basis.

- Quality Assurance (QA) Testing
- Stanley Consultants will verify that all documentation regarding materials incorporated into the project conform to the construction documents.
- Record Drawings
- As construction proceeds, any modifications to the plans will be field measured and documented for inclusion in the final construction record drawings. The two sets of final construction record drawings of a size specified by the City and one CD with all updated CADD files will be provided.
- Project Closeout
- Stanley Consultants will maintain a punch list of construction items that require correction before final acceptance of the project and provide it to the contractor. The site will be inspected for completion of punch list items, and the contractor will be notified of any incomplete items. After the punch list is completed, Stanley Consultants will conduct a walk-through with the City, IDOT, and the contractor. Any concerns identified at the walk-through will be resolved prior to acceptance of the improvement.

A public Open House meeting was held on November 16, 2021 to discuss the project with businesses and neighbors impacted by the project. Staff presented the project and proposed improvements. The project received favorable feedback, and no major concerns were noted.

This project is tentatively scheduled for an IDOT bid opening on July 27, 2027. Construction is anticipated to begin in October 2027 with completion in the Spring of 2028.

The City will use all available communication modalities to update residents on this major project. All affected businesses and neighbors will be notified prior to the start of construction. Neighbor and business emails have been collected and will be used to send updates. Also, Public Improvement signs, including electronic changeable message signs, will be placed at the construction work site.

The Public Works Engineering Division, through its consultant, Stanley Consultants, will manage the daily inspection services for this program. Regular updates on FY 27 public infrastructure CIP projects will be posted on the City's website, www.cityhpil.com, under the Construction Projects interactive map. Pertinent contract documents are available for review at the Department of Public Works, 1150 Half Day Road.

Core Priorities:

Fiscal Stability

Sufficient funds are budgeted as part of the FY 27 budget to cover costs for Phase III Construction and Phase III Construction Engineering Services for the Wade Street Bridge Replacement over Ravine #3.

Attachments:

1. Resolution - LPA Construction Engineering
2. Exhibit A - LPA Wade Street Bridge BLR 05530
3. EXHIBIT 1_Scope of Services - Wade Street Bridge CM

CITY OF HIGHLAND PARK

RESOLUTION NO. R_____

A RESOLUTION APPROVING A CONSTRUCTION ENGINEERING AGREEMENT WITH STANLEY CONSULTANTS FOR THE WADE STREET BRIDGE REPLACEMENT PROJECT

WHEREAS, the City desires to complete the Wade Street Bridge Replacement project (***"Wade Street Bridge Project"***); and

WHEREAS, the City desires to enter into an agreement with Stanley Consultants of Chicago, Illinois (***"Stanley"***), for the provision of Construction Engineering Services for the Wade Street Bridge Project (***"Agreement"***); and

WHEREAS, the City Council has determined that entering into the Agreement with Stanley will serve and be in the best interest of the City;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF HIGHLAND PARK, LAKE COUNTY, ILLINOIS, as follows:

SECTION ONE: RECITALS. The foregoing recitals are incorporated into, and made a part of, this Resolution as findings of the City Council.

SECTION TWO: AUTHORIZATION OF AGREEMENT. The Agreement by and between the City and Stanley shall be, and is hereby, authorized in substantially the form attached to this Resolution as Exhibit A.

SECTION THREE: EXECUTION OF AGREEMENT. The Mayor and the City Clerk shall be, and they are hereby, authorized and directed to execute and attest, on behalf of the City, the Agreement upon receipt by the City Clerk of at least one original copy of the Agreement executed by Stanley; provided, however, that if the executed copy of the Agreement is not received by the City Clerk within 30 days after the effective date of this Resolution, then this authority to execute and attest shall, at the option of the City Council, be null and void.

SECTION FOUR: EFFECTIVE DATE: This Resolution shall be in full force and effect upon its passage and approval by a majority of the members of the City Council.

Illinois Department of Transportation

Local Public Agency Engineering Services Agreement

Using Federal Funds? ☐ Yes ☒ No

Using State Funds (Non-MFT/TBP)? ☐ Yes ☒ No

Agreement For: MFT/TBP - CE

Agreement Type: Original

LOCAL PUBLIC AGENCY

Local Public Agency	County	Section Number	Job Number
Highland Park	Lake	18-00135-00-BR	D-91-038-19

Project Number	Contact Name	Phone Number	Email
QK5Z(340)	Anna Stawski	(847) 926-1145	astawski@cityhpil.com

SECTION PROVISIONS

Local Street/Road Name	Key Route	Length	Structure Number
Wade Street	0-1144	0.7	049-6572

Location Termini: Ravine #3 (Add Location / Remove Location)

Project Description: The project will replace the existing Wade Street bridge over Ravine #3 with a new single span bridge. The new structure will provide a 26' deck with 7' sidewalk on the east side of the bridge.

Engineering Funding: ☐ MFT/TBP ☐ State ☒ Other — Local

Anticipated Construction Funding: ☒ Federal ☐ MFT/TBP ☐ State ☒ Other — Con-Federal, CE-Local

AGREEMENT FOR

☒ Phase III - Construction Engineering

CONSULTANT

Prime Consultant (Firm) Name	Contact Name	Phone Number	Email
Stanley Consultants	Jesse Singer	(630) 770-4971	singerjesse@stanleygroup.com

Address	City	State	Zip Code
8501 W. Higgins Road, Suite 730	Chicago	IL	60631

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

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

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

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

AGREEMENT EXHIBITS

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

☒ EXHIBIT 1: Scope of Services

☒ EXHIBIT 2: Project Schedule

☒ EXHIBIT 3: Qualification Based Selection (QBS) Checklist

☒ EXHIBIT 4: Cost Estimate of Consultant (CECS) Services Worksheet (BLR 05513 or BLR 05514)

☐ EXHIBIT ___ : Direct Costs Summary Sheet

☐ _____

☐ _____

☐ _____

I. THE ENGINEER AGREES,

1. To perform or be responsible for the performance of the Scope of Services presented in EXHIBIT 1 for the LPA in connection with the proposed improvements herein before described.
2. The Classifications of the employees used in the work shall be consistent with the employee classifications and estimated staff hours. If higher-salaried personnel of the firm, including the Principal Engineer, perform services that are to be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the payroll rate for the work performed.
3. That the ENGINEER shall be responsible for the accuracy of the work and shall promptly make necessary revisions or corrections required as a result of the ENGINEER'S error, omissions or negligent acts without additional compensation. Acceptance of work by the LPA or DEPARTMENT will not relieve the ENGINEER of the responsibility to make subsequent correction of any such errors or omissions or the responsibility for clarifying ambiguities.
4. That the ENGINEER will comply with applicable Federal laws and regulations, State of Illinois Statutes, and the local laws or ordinances of the LPA.
5. To pay its subconsultants for satisfactory performance no later than 30 days from receipt of each payment from the LPA.
6. To invoice the LPA, The ENGINEER shall submit all invoices, based on the ENGINEER's progress reports, to the LPA employee In Responsible Charge, no more than once a month for partial payment on account for the ENGINEER's work to date. Such invoices shall represent the value, to the LPA of the partially completed work, based on the sum of the actual costs incurred, plus a percentage (equal to the percentage of the construction engineering completed) of the fixed fee for the fully completed work.
7. The ENGINEER or subconsultant shall not discriminate on the basis of race, color, national origin or sex in the performance of this AGREEMENT. The ENGINEER shall carry out applicable requirements of 49 CFR part 26 in the administration of US Department of Transportation (US DOT) assisted contract. Failure by the Engineer to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as the LPA deems appropriate.
8. That none of the services to be furnished by the ENGINEER shall be sublet, assigned or transferred to any other party or parties without written consent of the LPA. The consent to sublet, assign or otherwise transfer any portion of the services to be furnished by the ENGINEER shall be construed to relieve the ENGINEER of any responsibility for the fulfillment of this AGREEMENT.
9. For Construction Engineering Contracts:
   (a) For Quality Assurance services, provide personnel who have completed the appropriate STATE Bureau of Materials QC/QA trained technical classes.
   (b) For all projects where testing is required, the ENGINEER shall obtain samples according to the STATE Bureau of Materials "Manual of Test Procedures for Materials," submit STATE Bureau of Materials inspection reports; and verify compliance with contract specifications.
10. That engineering services shall include all equipment, instruments, supplies, transportation and personnel required to perform the duties of the ENGINEER in connection with this AGREEMENT (See DIRECT COST tab in BLR 05513 or BLR 05514).

II. THE LPA AGREES,

1. To certify by execution of this AGREEMENT that the selection of the ENGINEER was performed in accordance with the Professional Services Selection Act (50 ILCS 510) (Exhibit 3).
2. To furnish the ENGINEER all presently available survey data, plans, specifications, and project information.
3. For Construction Engineering Contracts:
   (a) To furnish a full time LPA employee to be In Responsible Charge authorized to administer inherently governmental PROJECT activities.
   (b) To submit approved forms BC 775 and BC 776 to the DEPARTMENT when federal funds are utilized.
4. To pay the ENGINEER:
   (a) For progressive payments - Upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LPA, monthly payments for the work performed shall be due and payable to the ENGINEER, such payments to be equal to the value of the partially completed work minus all previous partial payments made to the ENGINEER.
   (b) Final payment - Upon approval of the work by the LPA but not later than 60 days after the work is completed and reports have been made and accepted by the LPA and DEPARTMENT a sum of money equal to the basic fee as

determined in this AGREEMENT less the total of the amount of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.

(c) For Non-Federal County Projects - (605 ILCS 5/5-409)

(1) For progressive payments - Upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LPA, monthly payments for the work performed shall be due and payable to the ENGINEER. Such payments to be equal to the value of the partially completed work in all previous partial payments made to the ENGINEER.

(2) Final payment - Upon approval of the work by the LPA but not later than 60 days after the work is completed and reports have been made and accepted by the LPA and STATE, a sum of money equal to the basic fee as determined in the AGREEMENT less the total of the amount of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.

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

Method of Compensation:

☐ Percent

☐ Lump Sum

☐ Specific Rate

☒ Cost plus Fixed Fee: Fixed

Total Compensation = DL + DC + OH + FF

Where:
DL is the total Direct Labor,
DC is the total Direct Cost,
OH is the firm's overhead rate applied to their DL and
FF is the Fixed Fee.

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

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

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

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

III. IT IS MUTUALLY AGREED,

1. To maintain, for a minimum of 3 years after the completion of the contract, adequate books, records and supporting documents to verify the amount, recipients and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records and supporting documents related to the contract shall be available for review and audit by the Auditor General, and the DEPARTMENT; the Federal Highways Administration (FHWA) or any authorized representative of the federal government, and to provide full access to all relevant materials. Failure to maintain the books, records and supporting documents required by this section shall establish a presumption in favor of the DEPARTMENT for the recovery of any funds paid by the DEPARTMENT under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
2. That the ENGINEER shall be responsible for any and all damages to property or persons arising out of an error, omission and/or negligent act in the prosecution of the ENGINEER's work and shall indemnify and save harmless the LPA, the DEPARTMENT, and their officers, agents and employees from all suits, claims, actions or damages liabilities, costs or damages of any nature whatsoever resulting there from. These indemnities shall not be limited by the listing of any insurance policy.
The LPA will notify the ENGINEER of any error or omission believed by the LPA to be caused by the negligence of the ENGINEER as soon as practicable after the discovery. The LPA reserves the right to take immediate action to remedy any error or omission if notification is not successful; if the ENGINEER fails to reply to a notification; or if the conditions created by the error or omission are in need of urgent correction to avoid accumulation of additional construction costs or damages to property and reasonable notice is not practicable.
3. This AGREEMENT may be terminated by the LPA upon giving notice in writing to the ENGINEER at the ENGINEER's last known post office address. Upon such termination, the ENGINEER shall cause to be delivered to the LPA all drawings, plats, surveys, reports, permits, agreements, soils and foundation analysis, provisions, specifications, partial and completed estimates and data

if any from soil survey and subsurface investigation with the understanding that all such materials becomes the property of the LPA. The LPA will be responsible for reimbursement of all eligible expenses incurred under the terms of this AGREEMENT up to the date of the written notice of termination.

4. In the event that the DEPARTMENT stops payment to the LPA, the LPA may suspend work on the project. If this agreement is suspended by the LPA for more than thirty (30) calendar days, consecutive or in aggregate, over the term of this AGREEMENT, the ENGINEER shall be compensated for all services performed and reimbursable expenses incurred prior to receipt of notice of suspension. In addition, upon the resumption of services the LPA shall compensate the ENGINEER, for expenses incurred as a result of the suspension and resumption of its services, and the ENGINEER's schedule and fees for the remainder of the project shall be equitably adjusted.

5. This AGREEMENT shall continue as an open contract and the obligations created herein shall remain in full force and effect until the completion of construction of any phase of professional services performed by others based upon the service provided herein. All obligations of the ENGINEER accepted under this AGREEMENT shall cease if construction or subsequent professional services are not commenced within 5 years after final payment by the LPA.

6. That the ENGINEER shall be responsible for any and all damages to property or persons arising out of an error, omission and/or negligent act in the prosecution of the ENGINEER's work and shall indemnify and have harmless the LPA, the DEPARTMENT, and their officers, employees from all suits, claims, actions or damages liabilities, costs or damages of any nature whatsoever resulting there from. These indemnities shall not be limited by the listing of any insurance policy.

7. The ENGINEER and LPA certify that their respective firm or agency:
   (a) has not employed or retained for commission, percentage, brokerage, contingent fee or other considerations, any firm or person (other than a bona fide employee working solely for the LPA or the ENGINEER) to solicit or secure this AGREEMENT,
   (b) has not agreed, as an express or implied condition for obtaining this AGREEMENT, to employ or retain the services of any firm or person in connection with carrying out the AGREEMENT or
   (c) has not paid, or agreed to pay any firm, organization or person (other than a bona fide employee working solely for the LPA or the ENGINEER) any fee, contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out the AGREEMENT.
   (d) that neither the ENGINEER nor the LPA is/are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency,
   (e) has not within a three-year period preceding the AGREEMENT been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.
   (f) are not presently indicated for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (e) and
   (g) has not within a three-year period preceding this AGREEMENT had one or more public transaction (Federal, State, local) terminated for cause or default.

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

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

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

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

   For the purpose of this certification, "grantee" or "Contractor" means a corporation, partnership or an entity with twenty-five (25) or more employees at the time of issuing the grant or a department, division or other unit thereof, directly responsible for the specific performance under contract or grant of $5,000 or more from the DEPARTMENT, as defined the Act.
   The contractor/grantee certifies and agrees that it will provide a drug free workplace by:
   (a) Publishing a statement:
      (1) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the grantee's or contractor's workplace.
      (2) Specifying the actions that will be taken against employees for violations of such prohibition.
      (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
         (a) abide by the terms of the statement; and
         (b) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.

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

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

10. Due to the physical location of the project, certain work classifications may be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq).

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

AGREEMENT SUMMARY

Prime Consultant (Firm) Name	TIN/FEIN/SS Number	Agreement Amount
Stanley Consultants	42-1320758	$570,064.50

Subconsultants	TIN/FEIN/SS Number	Agreement Amount
Rubino Engineering	80-0450719	$44,327.50
	Subconsultant Total	$44,327.50
	Prime Consultant Total	$570,064.50
	Total for all work	$614,392.00

AGREEMENT SIGNATURES

Executed by the LPA:

Attest: The [Local Public Agency Type] of Highland Park

By (Signature & Date)

By (Signature & Date)

Local Public Agency: Highland Park

Local Public Agency Type:

Clerk

Title

(SEAL)

Executed by the ENGINEER:

Attest:

Prime Consultant (Firm) Name: Stanley Consultants

By (Signature & Date): Adam Reinke Digitally signed by Adam Reinke Date: 2026.08.08 08:36:28 -05'00'

By (Signature & Date)

Title: Interim Transportation Market Leader

Title

APPROVED:

Regional Engineer, Department of Transportation (Signature & Date)

For information about IDOTs collection and use of confidential information review the department's Identity Protection Policy.

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
Highland Park	Stanley Consultants	Lake	18-00135-00-BR

EXHIBIT 1
SCOPE OF SERVICES

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

See attached.

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
Highland Park	Stanley Consultants	Lake	18-00135-00-BR

EXHIBIT 2
PROJECT SCHEDULE

Stanley Consultants will complete and submit final measurements, calculations, and final contract record documents to the department no later than six (6) weeks after the completion of the project.

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
Highland Park	Stanley Consultants	Lake	18-00135-00-BR

Exhibit 3
Qualification Based Selection (QBS) Checklist

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

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

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

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

If yes, Due date of submittal: 01/05/18

Method(s) used for advertisement and dates of advertisement

Internet

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

Project Criteria	Weighting
Key Staff	15%
Understanding	15%
Interview	10%
Support Staff	10%
Scope	15%
Responsiveness	15%
Website	10%
Subconsultants	10%

8	Do the written QBS policies and procedures discuss the method of selection?	☒	☐

Selection committee (titles) for this project

Director of Public Works, City Engineer and Civil Engineer

Top three consultants ranked for this project in order	
1	Stanley Consultants
2	HR Green
3	Patrick Engineering

9	Was an estimated cost of engineering for this project developed in-house prior to contract negotiation?	☒	☐
10	Were negotiations for this project performed in accordance with federal requirements.	☒	☐
11	Were acceptable costs for this project verified?	☒	☐
12	Do the written QBS policies and procedures cover review and approving for payment, before forwarding the request for reimbursement to IDOT for further review and approval?	☒	☐

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
Highland Park	Stanley Consultants	Lake	18-00135-00-BR

13	Do the written QBS policies and procedures cover ongoing and finalizing administration of the project (monitoring, evaluation, closing-out a contract, records retention, responsibility, remedies to violations or breaches to a contract, and resolution of disputes)?	☒	☐
14	QBS according to State requirements used?	☒	☐
15	Existing relationship used in lieu of QBS process?	☐	☒
16	LPA is a home rule community (Exempt from QBS).	☐	☒

Instructions for BLR 05530 - Page 1 of 3

Form instructions are not to be submitted with the form

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

This form can also be used for structure inspections.

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

Using Federal Funds?	The user must select yes or no. Based on the selection, a drop-down menu will appear. The language of the form changes based on the selection. Selecting yes indicates federal funds will be used to fund all or a portion of the engineering for this phase of this project. Selecting no indicates no federal funds will be used to fund any engineering for this phase of the project.
Using State Funds (Non-MFT/TBP)	If no is selected for using Federal Funds, this choice will appear. Select yes or no based on the use of State Funds for engineering. Select no if agreement is for MFT or TBP funds.
Agreement For	If yes was selected for using Federal Funds, select Federal PE or Federal CE from the drop-down. If no was selected, then answer the question Using State Funds (Non-MFT/TBP). If yes is selected, then select State Funded CE, State Funded PE or State Funded PE/CE from the drop-down. If no was selected for using State Funds (Non-MFT/TBP), then select MFT/TBP PE, MFT/TBP CE or MFT/TBP PE-CE from the drop down.
Agreement Type	From the drop down, select the type of agreement, types to choose from are: Original or Supplemental
Number	If the agreement is for a supplemental, insert the number of the supplemental using number 1 for the first supplemental, and increase the numbering as the supplementals increase.

Local Public Agency

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

Section Provisions

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

Instructions for BLR 05530 - Page 2 of 3

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

Instructions for BLR 05530 - Page 3 of 3

Agreement Summary

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

Agreement Signatures

Executed by LPA

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

Executed by the Engineer

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

For Agreement using MFT/TBP funds only:

Regional Engineer	Upon approval the Regional Engineer will sign and date here.

When submitting the form via USPS mail, submit a minimum of four (4) signed originals with applicable attachments to the Regional Engineer's District office. The form may be submitted electronically with electronic signatures with applicable exhibits.
Following IDOT's approval distribution will be as follows:

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

Scope of Services

Stanley Consultants Inc. is to provide Construction Engineering services for the City of Highland Park's Wade Street Bridge. This project will be administered by IDOT.

Construction Engineering services shall include, without limitation, the following tasks and responsibilities:

Pre-Construction Phase

- Develop a Submittal Register to track all contractor submittals required by the Drawings and Specifications
- Incorporate any Addendum into the Project Documents
- Set up a filing system for the Project
- Review Site Conditions to ascertain that such conditions are stated accurately in the Project Documents and establish/record the existing conditions of the Project site prior to the performance of Work by the Contractor
- Attend various Project meetings, prepare minutes for those meetings, distribute such minutes as appropriate among participants in the Project, and maintain the records of such meetings and minutes for the Project
- Review IDOT Construction Check Lists in order to achieve conformance between such checklists and the Project Documents
- Review the IDOT Construction Manual in order to achieve conformance with the Project Documents; upon satisfactory completion of such review of the checklists and manuals, such checklists and manuals shall be Project Documents; monitor and verify the Contractor's compliance with the requirements of such Project Documents

Construction Phase

- Review Shop Drawings/Submittals for completeness, accuracy and compliance with the requirements of the Project Documents
- Log the submittal of Shop Drawings/Transmittals by the Contractor
- Update the Submittal Register on a weekly basis
- Make entries in the Daily Diary as required by the terms of the Contract, the Project Documents and standard industry practice
- Monitor/Update/File Material Certifications
- Inspect Incorporated Materials for compliance with the requirements of the Project Documents
- Coordinate and Monitor Material Testing Firms to achieve timely and accurate reporting of such tests
- Inspect the Work performed by the Contractor for compliance with the Project Documents
- Verify Contractor's Layout for compliance with the Drawings and Specifications
- Inspection of Contractor's Pedestrian/Vehicular Traffic Control to ascertain Contractor's compliance with Contractor's Safety Plan and the Project Documents
- Maintain Master Project Files consistently with industry standards and the requirements of the Contract
- Chair Construction Progress Meetings to establish Contractor's compliance with the Project Schedule and the Project Documents
- Prepare and Issue Construction Progress Meeting Minutes
- Negotiate Contractor Change Orders
- Update and issue an Extra Work Log
- Review and Respond to Project Correspondence in a timely and professional manner consistent within the requirements of the Project Documents

- Draft Project Memoranda consistent with the terms of this Contract, industry standards and the Project Documents
- Review and respond to "Requests for Information" (“RFIs”) promptly upon receipt from the Contractor
- Update and Issue RFI Log
- Prepare Monthly Pay Estimates and process such Estimates upon completion
- Prepare and Issue Preliminary and Final Punch Lists
- Prepare Weekly Project Reports
- Incorporate All Revisions, including, without limitation, contract modifications, approved shop drawings, and RFI responses into the Project Documents
- Coordinate Utility Work between Contractor and the utility companies to achieve compliance with the Project Schedule and Project Documents
- Perform such Public Relations Duties as may be required by the Contract and industry practice
- Promptly resolve Design/Coordination Issues with Contractor and the Architect/Engineer, all in a manner consistent with the Project Documents
- Compare Quality Control and Quality Assurance Tests for Concrete, Asphalt and Aggregates for compliance with the Project Documents
- Perform QC Check and Fill Out QC Sheet for All ADA Ramps

Post Construction Phase

- Complete As-Built Plans
- Prepare Final Project Report verifying the Work has been completed and is in conformance with the Project Documents
- Oversee All Punch List Work
- Compile and submit Final Documentation as may be required by the Project Documents
- Pursue and Complete Final Close-Out in a timely and comprehensive manner

Staff Report

Meeting Date: August 17, 2026

Staff Contact: Anna Stawski, City Engineer
Alec Turkowski, Civil Engineer

Department: Public Works Department

Title: A Resolution Approving a Construction Engineering Agreement with Alfred Benesch & Company, for the St. Johns Avenue Bridge Replacement Project

Recommendation:
Staff recommends executing a Phase III Construction Engineering Agreement with Alfred Benesch & Company ("Alfred Benesch") to oversee construction of the St. Johns Avenue Bridge Replacement Project. The project was discussed and approved as part of the FY 27 Capital Improvement Program.

Policy Consideration:
The St. Johns Avenue Bridge was constructed in 1972 and is located on St. Johns Avenue, near Port Clinton Park, between Bloom Street and Moraine Road. The bridge is nearing the end of its service life and is in need of replacement. The City of Highland Park received Moving Ahead for Progress in the 21st Century Act (MAP 21) -Surface Transportation Program Bridge Grant funds (STP-BR) from the Illinois Department of Transportation (IDOT) for the Wade Street Bridge Replacement Project.

IDOT authorized the City to proceed with Phase III Construction Engineering Services. Alfred Benesch & Company's cost proposal for Phase III Construction Engineering Services is for a total amount of $462,984.

Services to be provided as part of the Phase III Construction Engineering are summarized below.

- Coordination and Meetings
  - Attendance at the mandatory IDOT Pre-construction meeting.
  - Kickoff meeting with the contractor and subcontractor to address items not covered at the pre-construction meeting. These items include the location of onsite equipment and material storage sites, weekly meeting attendance, contractor coordination of utility adjustments, sediment and erosion control conformance, permits, and material inspection information.
- Construction Inspection and Documentation
  - Construction will be monitored for conformance with the contract documents, IDOT

Standard Specifications, and City requirements.

 Measurements and calculations will be made daily, and Inspector Daily Reports will be filled out and entered into IDOT's ICORS documentation system on a regular basis.

- Quality Assurance (QA) Testing

 Alfred Benesch will verify that all documentation regarding materials incorporated into the project conform to the construction documents.

- Record Drawings

 As construction proceeds, any modifications to the plans will be field measured and documented for inclusion in the final construction record drawings. The two sets of final construction record drawings of a size specified by the City and one CD with all updated CADD files will be provided.

- Project Closeout

 Alfred Benesch will maintain a punch list of construction items that require correction before final acceptance of the project and provide it to the contractor. The site will be inspected for completion of punch list items, and the contractor will be notified of any incomplete items. After the punch list is completed, a walk-through will be conducted by Alfred Benesch with the City, IDOT, and the contractor. Any concerns identified at the walk-through will be resolved prior to acceptance of the improvement.

A public Open House meeting was held on August 30, 2022, to discuss the project with businesses and neighbors impacted by the project. Staff presented the project and proposed improvements. The project received favorable feedback, and no major concerns were noted.

This project is tentatively scheduled for an IDOT bid opening on November 6, 2026. Construction is anticipated to begin in Spring 2027 with completion in the Fall of 2027.

The City will use all available communication modalities to update residents on this major project. All affected businesses and neighbors will be notified prior to the start of construction. Neighbor and business emails have been collected and will be used to send updates. Also, Public Improvement signs, including electronic changeable message signs, will be placed at the construction work site.

The Public Works Engineering Division, through its consultant, Alfred Benesch, will manage the daily inspection services for this program. Regular updates on FY 27 public infrastructure CIP projects will be posted on the City's website, www.cityhpil.com, under the Construction Projects interactive map. Pertinent contract documents are available for review at the Department of Public Works, 1150 Half Day Road.

Core Priorities:

Fiscal Stability

Sufficient funds are budgeted as part of the FY 27 budget to cover costs for Phase III Construction and Phase III Construction Engineering Services for St. Johns Avenue Bridge Replacement.

Attachments:

1. Resolution - LPA Construction Engineering

2. Exhibit A - Phase III CE - Benesch PSA

CITY OF HIGHLAND PARK

RESOLUTION NO. R_____

A RESOLUTION APPROVING A CONSTRUCTION ENGINEERING AGREEMENT WITH ALFRED BENESCH & COMPANY, FOR THE ST. JOHNS AVENUE BRIDGE REPLACEMENT PROJECT

WHEREAS, the City desires to complete the St. Johns Avenue Bridge Replacement project (***"St. Johns Avenue Bridge Project"***); and

WHEREAS, the City desires to enter into an agreement with Alfred Benesch & Company of Chicago, Illinois (***"Benesch"***), for the provision of Construction Engineering Services for the St. Johns Avenue Bridge Project (***"Agreement"***); and

WHEREAS, the City Council has determined that entering into the Agreement with Benesch will serve and be in the best interest of the City;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF HIGHLAND PARK, LAKE COUNTY, ILLINOIS, as follows:

SECTION ONE: RECITALS. The foregoing recitals are incorporated into, and made a part of, this Resolution as findings of the City Council.

SECTION TWO: AUTHORIZATION OF AGREEMENT. The Agreement by and between the City and Benesch shall be, and is hereby, authorized in substantially the form attached to this Resolution as Exhibit A.

SECTION THREE: EXECUTION OF AGREEMENT. The Mayor and the City Clerk shall be, and they are hereby, authorized and directed to execute and attest, on behalf of the City, the Agreement upon receipt by the City Clerk of at least one original copy of the Agreement executed by Benesch; provided, however, that if the executed copy of the Agreement is not received by the City Clerk within 30 days after the effective date of this Resolution, then this authority to execute and attest shall, at the option of the City Council, be null and void.

SECTION FOUR: EFFECTIVE DATE: This Resolution shall be in full force and effect upon its passage and approval by a majority of the members of the City Council.

ST. JOHNS AVENUE BRIDGE - PHASE III - CE
ENG. SERVICES LOCAL AGREEMENT - BENESCH

**Note - IDOT BLRS 05530 Agreement included herein has been modified as required in consideration of this being a 100% locally funded services agreement not overseen by the "Department" (IDOT).*

Local Public Agency Engineering Services Agreement

Agreement Type: Original

LOCAL PUBLIC AGENCY

Local Public Agency	County	Section Number	Job Number
City of Highland Park	Lake	20-00141-00-BR	D-91-542-20

Project Number	Contact Name	Phone Number	Email
6J8G(957)	Anna Stawski	(847) 926-1145	astawski@cityhpil.com

SECTION PROVISIONS

Local Street/Road Name	Key Route	Length	Structure Number
St. Johns Avenue	MUN 1117	0.1 mi	049-6552

Location Termini: Over Ravine 10 — Add Location / Remove Location

Project Description: Phase III Construction Engineering services to provide oversight and documentation of the St. Johns Bridge. This contract will be administered by the City of Highland Park.

Engineering Funding	☐ Federal	☐ MFT/TBP	☐ State	☒ Other	100% Local
Anticipated Construction Funding	☒ Federal	☐ MFT/TBP	☐ State	☒ Other	STP-BR + Local

AGREEMENT FOR

☒ Phase III - Construction Engineering

CONSULTANT

Prime Consultant (Firm) Name	Contact Name	Phone Number	Email
Alfred Benesch & Company	Scott Wojteczko	(312) 565-0450	swojteczko@benesch.com

Address	City	State	Zip Code
35 W. Wacker Drive, Suite 3300	Chicago	IL	60601

THIS AGREEMENT IS MADE between the above Local Public Agency (LPA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the improvement of the above SECTION. [redacted]

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

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

[redacted]	[redacted] Transportation
Resident Construction Supervisor	Authorized representative of the LPA in immediate charge of the engineering details of the construction PROJECT.
In Responsible Charge Contractor	A full time LPA employee authorized to administer inherently governmental PROJECT activities Company or Companies to which the construction contract was awards.

AGREEMENT EXHIBITS

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

☒ EXHIBIT 1: Scope of Services

☒ EXHIBIT 2: Project Schedule

☒ [redacted]

☒ EXHIBIT 4: Cost Estimate of Consultant Services (CECS) Worksheet (BLR 05513 or BLR 05514)

☐ _____

☐ _____

☐ _____

I. THE ENGINEER AGREES,

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

II. THE LPA AGREES,

1. [redacted]
2. To furnish the ENGINEER all presently available survey data, plans, specifications, and project information.
3. For Construction Engineering Contracts:
    (a) To furnish a full time LPA employee to be In Responsible Charge authorized to administer inherently governmental PROJECT activities.
    (b) To submit approved forms BC 775 and BC 776 to the DEPARTMENT when federal funds are utilized.
4. To pay the ENGINEER:

(a) For progressive payments - Upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LPA, monthly payments for the work performed shall be due and payable to the ENGINEER, such payments to be equal to the value of the partially completed work minus all previous partial payments made to the ENGINEER.

(b) Final Payment - Upon approval of the work by the LPA but not later than 60 days after the work is completed and reports have been made and accepted by LPA and DEPARTMENT, a sum of money equal to the basic fee as determined in this AGREEMENT less the total of the amount of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.

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

Method of Compensation:

☐ Lump Sum

☐ Specific Rate

☒ Cost plus Fixed Fee: Fixed

Total Compensation = DL + DC + OH + FF

Where:

DL is the total Direct Labor,
DC is the total Direct Cost,
OH is the firm's overhead rate applied to their DL and
FF is the Fixed Fee.

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

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

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

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

III. IT IS MUTUALLY AGREED,

1. No work shall be commenced by the ENGINEER prior to issuance by the LPA of a written Notice to Proceed.
2. To maintain, for a minimum of 3 years after the completion of the contract, adequate books, records and supporting documents to verify the amount, recipients and uses of all disbursements of funds passing in conjunction with the contract; [redacted] books, records and supporting documents related to the contract shall be available for review and audit by the Auditor General, [redacted]
3. That the ENGINEER shall be responsible for any and all damages to property or persons arising out of an error, omission and/or negligent act in the prosecution of the ENGINEER's work and shall indemnify and save harmless the LPA, [redacted] and their officers, agents, and employees from all suits, claims, actions or damage liabilities, costs or damages of any nature whatsoever resulting there from. These indemnities shall not be limited by the listing of any insurance policy.

   The LPA will notify the ENGINEER of any error or omission believed by the LPA to be caused by the negligence of the ENGINEER as soon as practicable after the discovery. The LPA reserves the right to take immediate action to remedy any error or omission if notification is not successful; if the ENGINEER fails to reply to a notification; or if the conditions created by the error or omission are in need of urgent correction to avoid accumulation of additional construction costs or damages to property and reasonable notice is not practicable.
4. This AGREEMENT may be terminated by the LPA upon giving notice in writing to the ENGINEER at the ENGINEER's last known post office address. Upon such termination, the ENGINEER shall cause to be delivered to the LPA all drawings, plats, surveys, reports, permits, agreements, soils and foundation analysis, provisions, specifications, partial and completed estimates and data, if any from soil survey and subsurface investigation with the understanding that all such material becomes the property of the LPA. The LPA will be responsible for reimbursement of all eligible expenses incurred under the terms of this AGREEMENT up to the date of the written notice of termination.
5. [redacted]

[redacted]

6. This AGREEMENT shall continue as an open contract and the obligations created herein shall remain in full force and effect until the completion of construction of any phase of professional services performed by others based upon the service provided herein. All obligations of the ENGINEER accepted under this AGREEMENT shall cease if construction or subsequent professional services are not commenced within 5 years after final payment by the LPA.

7. That the ENGINEER shall be responsible for any and all damages to property or persons arising out of an error, omission and/or negligent act in the prosecution of the ENGINEER's work and shall indemnify and have harmless the LPA, [redacted] and their officers, employees from all suits, claims, actions or damages liabilities, costs or damages of any nature whatsoever resulting there from. These indemnities shall not be limited by the listing of any insurance policy.

8. The ENGINEER and LPA certify that their respective firm or agency:

   (a) has not employed or retained for commission, percentage, brokerage, contingent fee or other considerations, any firm or person (other than a bona fide employee working solely for the LPA or the ENGINEER) to solicit or secure this AGREEMENT,
   (b) has not agreed, as an express or implied condition for obtaining this AGREEMENT, to employ or retain the services of any firm or person in connection with carrying out the AGREEMENT or
   (c) has not paid, or agreed to pay any firm, organization or person (other than a bona fide employee working solely for the LPA or the ENGINEER) any fee, contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out the AGREEMENT.
   (d) that neither the ENGINEER nor the LPA is/are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency,
   (e) has not within a three-year period preceding the AGREEMENT been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property,
   (f) are not presently indicated for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (e) and
   (g) has not within a three-year period preceding this AGREEMENT had one or more public transaction (Federal, State or local) terminated for cause or default.

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

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

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

10. By execution of this AGREEMENT the LPA and ENGINEER certify compliance with the Drug Free Workplace Act (30 ILCS 580).
[redacted]

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

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

(4) The penalties that may be imposed upon an employee for drug violations.

(c) Providing a copy of the statement required by subparagraph (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.

(d) Notifying the contracting, or granting agency within ten (10) days after receiving notice under part (b) of paragraph (3) of subsection (a) above from an employee or otherwise, receiving actual notice of such conviction.

(e) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program.

(f) Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation is required and indicating that a trained referral team is in place.

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

11. Due to the physical location of the project, certain work classifications may be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.).

12. For Construction Engineering Contracts:

(a) That all services are to be furnished as required by construction progress and as determined by the LPA employee In Responsible Charge. The ENGINEER shall complete all services herein within a time considered reasonable to the LPA, after the CONTRACTOR has completed the construction contract.

(b) That all field notes, test records and reports shall be turned over to and become the property of the LPA and that during the performance of the engineering services herein provided for, the ENGINEER shall be responsible for any loss or damage to the documents herein enumerated while they are in the ENGINEER's possession and any such loss or damage shall be restored at the ENGINEER's expense.

(c) That any difference between the ENGINEER and the LPA concerning the interpretation of the provisions of this AGREEMENT shall be referred to a committee of disinterested parties consisting of one member appointed by the ENGINEER, one member appointed by the LPA, and a third member appointed by the two other members for disposition and that the committee's decision shall be final.

(d) [redacted]

(e) Inspection of all materials when inspection is not provided by the sources by the STATE Central Bureau of Materials, and submit inspection reports to the LPA and STATE in accordance with the STATE Central Bureau of Materials "Project Procedures Guide" and the policies of the STATE.

AGREEMENT SUMMARY

Prime Consultant (Firm) Name	TIN/FEIN/SS Number	Agreement Amount
Alfred Benesch & Company	36-2407363	$ 429,984.00

Subconsultants	TIN/FEIN/SS Number	Agreement Amount
Material Solutions Laboratory Corp.	20-5755513	$ 33,000.00
	Subconsultant Total	$ 33,000.00
	Prime Consultant Total	$ 429,984.00
	Total for all work	$ 462,984.00

AGREEMENT SIGNATURES

Attest: The Local Public Agency Type [ ] of Local Public Agency [City of Highland Park]

By (Signature & Date) [ ]

By (Signature & Date) [ ]

Local Public Agency [City of Highland Park] Local Public Agency Type [ ] Clerk

Title [ ]

(SEAL)

Executed by the ENGINEER:

Attest: Prime Consultant (Firm) Name [Alfred Benesch & Company]

By (Signature & Date) [ ]

By (Signature & Date) [ ]

Title [ ]

Title [ ]

For information about IDOTs collection and use of confidential information review the department's Identity Protection Policy.

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
City of Highland Park	Alfred Benesch & Company	Lake	20-00141-00-BR

EXHIBIT 1
SCOPE OF SERVICES

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

See attached.

City of Highland Park
St. Johns Bridge
Construction Engineering Services

Scope of Services – Construction Oversight

The scope of work for this project is for Phase III Construction Engineering services to provide oversight and documentation of the St. Johns Bridge. This contract will be administered by the City of Highland Park.

Phase III RE services shall include the following tasks and responsibilities:

Pre-Construction Phase

1. Develop submittal register to track all the contractor submittals required by the drawings, specifications and contractor's contract (collectively, the "project documents").
2. Incorporate each addendum and/or construction revision into the project documents.
3. Set up the filing system for the documentation of the project.
4. Review site conditions to ascertain that such conditions are stated accurately in the project documents and establish/record the existing conditions of the project site through use of drone and photo documentation prior to the performance of work by the contractor.
5. Set up the project controls/files.
6. Attend various project meetings, prepare minutes of those meetings, distribute such minutes as appropriate among participants in the project, and maintain the records of such meetings and minutes for the project.
7. Develop material testing guidelines consistent with the requirements of the project documents.
8. Review construction check lists.
9. Monitor and verify the contractor's compliance with the requirements of the contract documents.

Construction Phase

1. Review shop drawings/submittals for completeness, accuracy and compliance with the requirements of the project documents as detailed in the Design Support During Construction section.
2. Verify completeness and accuracy of the engineer's approval of contractor's structural submittals prior to the return of such submittals to the contractor.
3. Log the submittal of shop drawings/transmittals by the contractor.
4. Maintain submittal files.
5. Make such entries in the daily log and diary as required by the terms of the contract, the project documents or standard industry practice.
6. Monitor/update material certifications.
7. Inspect incorporated materials for compliance with the requirements of the project documents.
8. Coordinate QA testing with the materials consultant.
9. Update and issue material test reports.
10. Coordinate and monitor material testing firms to achieve timely and accurate reporting of such tests.
11. Inspect the work performed by the contractor for compliance with the project documents.
12. Verify contractor's layout for compliance with the drawings and specifications.
13. Comply with the contractor's on-site safety plan.
14. Inspection of contractor's pedestrian/vehicular traffic control.
15. Maintain master project files consistent with industry standards and the requirements of the contract.
16. Chair construction review meetings to establish contractor's compliance with the project schedule and the project documents.
17. Prepare and issue construction review meeting minutes.
18. Prepare project schedule status report/analysis and furnish such reports to the City of Highland Park.

19. Establish format for contract modification submittals, review contract modification submittals for accuracy and completeness, and review contract modifications with Highland Park for final approval.
20. Prepare proposed contract modifications consistently with the terms and conditions of the project documents.
21. Review and respond to project correspondence in a timely and professional manner consistent with the requirements of the project documents.
22. Update and issue correspondence log.
23. Draft project memoranda consistent with the terms of this contract, industry standards, or the project documents.
24. Prepare field orders and review with Highland Park for approval for any that have price implications.
25. Update and issue field order log.
26. Review and issue "Requests for Information" ("RFIs") promptly upon receipt from the contractor.
27. Review monthly pay estimates for accuracy and completeness and recommend approval of such estimates to Highland Park upon completion of such review.
28. Prepare and issue preliminary and final punch lists.
29. Prepare meeting agendas.
30. Attend various project meetings and prepare meeting minutes.
31. Incorporate all revisions, including, without limitation, contract modifications, approved shop drawings, and RFI responses into the project documents.
32. Coordinate utility work between the contractor and the utility companies to achieve compliance with the project schedule and project documents.
33. Perform such public relations duties as may be required by the contract and in conjunction with Highland Park.
34. Promptly resolve design/coordination issues with the contractor and the engineer, all in a manner consistent with the project documents.
35. Compare quality control and quality assurance tests for concrete, asphalt and aggregates for compliance with the project documents.
36. Document progress of the work utilizing drone technology and photographs

Post Construction Phase

1. Review all as-builts for compliance with the project documents.
2. Oversee all punch list work.
3. Compile and submit such final documentation as may be required by the project documents.
4. Pursue and complete final close-out in a timely and comprehensive manner.

Scope of Services – Design Support During Construction

Project delivery will require support from the project design team during construction. The below sections document the anticipated scope of work to be completed by the design team during the construction phase of the project. The estimated effort required has been captured within the attached detailed estimate of fee document.

General Support

1. Site visits will be completed by design staff on an as-needed basis.
2. Participate in coordination meetings.
3. Perform general coordination and oversight tasks as it relates to design and construction implementation.

Design RFIs

1. Review and respond to RFIs related to the design intent of the Project Documents.

Submittals/Shop Drawings

1. Review civil item submittals and/or shop drawings

2. Review structural item samples, submittals and/or shop drawings, including but not limited to:

    a. SAR
    b. Drilling program
    c. PPC Beams
    d. Form liner textured surface
    e. Staining concrete structures
    f. Decorative railing

CONSTRUCTION ENGINEERING SERVICES
Highland Park St. Johns Bridge
Proposed Hours

Alfred Benesch & Co.

	2026				2026	2027												2027	Total
Position	1-Sep-26	29-Sep	27-Oct	24-Nov	22-Dec	19-Jan	16-Feb	16-Mar	13-Apr	11-May	8-Jun	6-Jul	3-Aug-27	31-Aug-27	28-Sep	26-Oct	23-Nov	21-Dec	Manhours
Group Manager						4	4	4	4	4	4	4	4	4	4	4	4	4	52
Senior Construction Project Manager		2	2	2	2	2	2	2	2	2	2	2	2	2	2	2			30
Construction Engineer I	6	8	8	8	10	160	160	160	160	160	160	160	160	160	160	160	160	160	2120
Construction Representative IV																			0
Construction Rep III																			0
Survey Manager							8		8		8		8		8		8		48
Technical Specialist I									4	4	4	4	4	4	4				28
Technical Manager I (Civil)	2	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4		66
Technical Manager II (Structural)	2	4	4	4	4	16	16	16	16	4	4	4	4	4	4	4	4		114

2458

Material Solutions Laboratory

				2025	2026														Total
Position	28-Sep-25	26-Oct	23-Nov	21-Dec	18-Jan	15-Feb	15-Mar	12-Apr	10-May	7-Jun	5-Jul	2-Aug	30-Aug	27-Sep	25-Oct	22-Nov	20-Dec	#REF!	Manhours
Principle Engineer							1	1	1	1	1	1	1	1	1				9
Project Manager																			0
Level II Technician							5	10	10	15	20	20	15	8	5				108
Staff Engineer							2	2	2	2	2	2	2	2	1				17
Administrative Assistant II							5	5	5	5	5	5	5	5	5				45
																			0

179

Totals	10	18	18	18	20	186	207	204	216	201	214	206	209	194	198	174	180	164	2637
Cumulative Totals	10	28	46	64	84	270	477	681	897	1098	1312	1518	1727	1921	2119	2293	2473	2637	

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
City of Highland Park	Alfred Benesch & Company	Lake	20-00141-00-BR

EXHIBIT 2
PROJECT SCHEDULE

2027 construction season planned, with exact dates TBD based on final letting date.

Exhibit 4

Illinois Department of Transportation

COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

FIXED RAISE

Local Public Agency	County	Section Number
City of Highland Park	Lake	20-00141-BR
Prime Consultant (Firm) Name	**Prepared By**	**Date**
Benesch	David Cuthbertson	4/20/2026
Consultant / Subconsultant Name	**Job Number**	
Benesch	C-91-340-20	

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

Remarks

St. Johns Bridge Reconstruction

PAYROLL ESCALATION TABLE

CONTRACT TERM	**16**	**MONTHS**	**OVERHEAD RATE**	**161.43%**
START DATE	**9/1/2026**		**COMPLEXITY FACTOR**	**0**
RAISE DATE	**1/1/2027**		**% OF RAISE**	**3.00%**
END DATE	12/31/2027			

ESCALATION PER YEAR

Year	First Date	Last Date	Months	% of Contract
0	9/1/2026	1/1/2027	4	25.00%
1	1/2/2027	1/1/2028	12	77.25%

The total escalation = 2.25%

BLR 05514 (Rev. 1/24/26)

ESCALATION

Local Public Agency	County	Section Number
City of Highland Park	Lake	20-00141-BR

Consultant / Subconsultant Name	Job Number
Benesch	C-91-340-20

PAYROLL RATES

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

MAXIMUM PAYROLL RATE	**90.00**
ESCALATION FACTOR	**2.25%**

JOB SPECIFIC - Classifications and Average Payrates need to match current payrolls submitted to the Department.

CLASSIFICATION	IDOT AVG PAYROLL RATES ON FILE	CALCULATED RATE
Group Manager	$90.00	$90.00
Senior Construction Project Manager	$81.75	$83.59
Construction Engineer I	$51.78	$52.95
Survey Manager	$69.60	$71.17
Technical Specialist I	$34.50	$35.28
Technical Manager I	$65.10	$66.56
Technical Manager II	$76.33	$78.05

Local Public Agency	County	Section Number
City of Highland Park	Lake	20-00141-BR

Consultant / Subconsultant Name	Job Number
Benesch	C-91-340-20

SUBCONSULTANTS

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

NAME	Direct Labor Total (Payroll Only)	Contribution to Prime Consultant
Material Solutions Laboratory	10,442.00	1,044.20

Total	10,442.00	1,044.20

NOTE: Only subconsultants who fill out a cost estimate that splits out direct labor may be listed on this sheet.

Local Public Agency	County	Section Number
City of Highland Park	Lake	20-00141-BR

Consultant / Subconsultant Name	Job Number
Benesch	C-91-340-20

DIRECT COSTS WORKSHEET

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

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

ITEM	ALLOWABLE	QUANTITY	CONTRACT RATE	TOTAL
Per Diem (per Federal GSA)	Up to federal maximum			$0.00
Lodging (per Federal GSA)	Actual Cost (Up to Federal rate maximum)			$0.00
Lodging Taxes and Fees (per Federal GSA)	Actual Cost			$0.00
Air Fare	Coach rate, actual cost, requires minimum two weeks' notice, with prior IDOT approval			$0.00
Vehicle Mileage (per Federal GSA)	Up to Federal rate maximum			$0.00
Vehicle Owned or Leased (no mileage charge allowed)	$45.00/half day (4 hours or less) or $90/full day	280	$90.00	$25,200.00
Vehicle Rental	Actual Cost (Up to $55/day)			$0.00
Tolls	Actual Cost			$0.00
Parking	Actual Cost			$0.00
Overtime	Premium portion (Submit supporting documentation)			$0.00
Shift Differential	Actual Cost (Based on firm's policy)			$0.00
Overnight Delivery/Postage/Courier Service	Actual Cost (Submit supporting documentation)			$0.00
Copies of Deliverables/Mylars (In-house)	Actual Cost (Submit supporting documentation)			$0.00
Copies of Deliverables/Mylars (Outside)	Actual Cost (Submit supporting documentation)			$0.00
Project Specific Insurance	Actual Cost			$0.00
Monuments (Permanent)	Actual Cost			$0.00
Photo Processing	Actual Cost			$0.00
2-Way Radio (Survey or Phase III Only)	Actual Cost			$0.00
Telephone Usage (Traffic System Monitoring Only)	Actual Cost			$0.00
CADD	Actual Cost (Max $15/hour)			$0.00
Web Site	Actual Cost (Submit supporting documentation)			$0.00
Advertisements	Actual Cost (Submit supporting documentation)			$0.00
Public Meeting Facility Rental	Actual Cost (Submit supporting documentation)			$0.00
Public Meeting Exhibits/Renderings & Equipment	Actual Cost (Submit supporting documentation)			$0.00
Recording Fees	Actual Cost			$0.00
Transcriptions (specific to project)	Actual Cost			$0.00
Courthouse Fees	Actual Cost			$0.00
Storm Sewer Cleaning and Televising	Actual Cost (Requires 2-3 quotes with IDOT approval)			$0.00
Traffic Control and Protection	Actual Cost (Requires 2-3 quotes with IDOT approval)			$0.00
Aerial Photography and Mapping	Actual Cost (Requires 2-3 quotes with IDOT approval)			$0.00
Utliity Exploratory Trenching	Actual Cost (Requires 2-3 quotes with IDOT approval)			$0.00
Testing of Soil Samples	Actual Cost			$0.00
Lab Services	Actual Cost (Provide breakdown of each cost)			$0.00
Equipment and/or Specialized Equipment Rental	Actual Cost (Requires 2-3 quotes with IDOT approval)			$0.00
				$0.00
				$0.00
				$0.00
			TOTAL DIRECT COSTS:	**$25,200.00**

Local Public Agency
City of Highland Park

County
Lake

Section Number
20-00141-BR

Consultant / Subconsultant Name
Benesch

Job Number
C-91-340-20

COST ESTIMATE WORKSHEET

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

OVERHEAD RATE 161.43%

COMPLEXITY FACTOR 0

TASK	DIRECT COSTS (not included in row totals)	MANHOURS	PAYROLL	OVERHEAD & FRINGE BENEFITS	FIXED FEE	SERVICES BY OTHERS	TOTAL	% OF GRAND TOTAL
Construction Observation	25,200	2278	123,835	199,907	40,866		389,808	84.19%
Design Support		180	13,291	21,455	4,386		39,132	8.45%
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Material Solutions Laboratory			-	-	-	33,000	33,000	7.13%
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Subconsultant DL					1,044.20		1,044	0.23%
TOTALS	25,200	2458	137,126	221,362	46,296	33,000	462,984	100.00%

Local Public Agency
City of Highland Park

County
Lake

Section Number
20-00141-BR

Consultant / Subconsultant Name
Benesch

Job Number
C-91-340-20

AVERAGE HOURLY PROJECT RATES

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

SHEET 1 OF 1

PAYROLL CLASSIFICATION	AVG HOURLY RATES	TOTAL PROJ. RATES			Construction Observation			Design Support											
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Group Manager	90.00	52.0	2.12%	1.90	52	2.28%	2.05												
Senior Construction Project Manager	83.59	30.0	1.22%	1.02	30	1.32%	1.10												
Construction Engineer I	52.95	2,120.0	86.25%	45.66	2120	93.06%	49.27												
Survey Manager	71.17	48.0	1.95%	1.39	48	2.11%	1.50												
Technical Specialist I	35.28	28.0	1.14%	0.40	28	1.23%	0.43												
Technical Manager I	66.56	66.0	2.69%	1.79				66	36.67%	24.41									
Technical Manager II	78.05	114.0	4.64%	3.62				114	63.33%	49.43									
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TOTALS		2458.0	100%	$55.79	2278.0	100.00%	$54.36	180.0	100%	$73.84	0.0	0%	$0.00	0.0	0%	$0.00	0.0	0%	$0.00

Illinois Department of Transportation

COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

ANNIVERSARY RAISE

Local Public Agency	County	Section Number
City of Highland Park	Lake	20-00141-BR

Prime Consultant (Firm) Name	Prepared By	Date
Benesch	Daniel Tiltges	6/18/2026

Consultant / Subconsultant Name	Job Number
Material Solutions Laboratory Corp.	C-91-340-20

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

Remarks

St. Johns Bridge Reconstruction

PAYROLL ESCALATION TABLE

CONTRACT TERM	16	MONTHS	OVERHEAD RATE	127.32%
START DATE			COMPLEXITY FACTOR	0
RAISE DATE	ANNIVERSARY		% OF RAISE	3.00%

ESCALATION PER YEAR

DETERMINE THE MID POINT OF THE AGREEMENT

8

CALCULATE THE ESCALATION FACTOR TO THE MIDPOINT OF THE CONTRACT

2.00%

The total escalation for this project would be: **2.00%**

Local Public Agency	County	Section Number
City of Highland Park	Lake	20-00141-BR

Consultant / Subconsultant Name	Job Number
Material Solutions Laboratory Corp.	C-91-340-20

PAYROLL RATES

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

MAXIMUM PAYROLL RATE	**90.00**
ESCALATION FACTOR	**2.00%**

JOB SPECIFIC - Classifications and Average Payrates need to match current payrolls submitted to the Department.

CLASSIFICATION	IDOT AVG PAYROLL RATES ON FILE	CALCULATED RATE
Materials QA Technician	$58.61	$59.78
Project Manager	$51.75	$52.79
Pick-Up Technician	$40.54	$41.35

Local Public Agency	County	Section Number
City of Highland Park	Lake	20-00141-BR

Consultant / Subconsultant Name	Job Number
Material Solutions Laboratory Corp.	C-91-340-20

DIRECT COSTS WORKSHEET

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

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

ITEM	ALLOWABLE	QUANTITY	CONTRACT RATE	TOTAL
Per Diem (per Federal GSA)	Up to the federal maximum			$0.00
Lodging (per Federal GSA)	Actual Cost (up to the federal rate maximum)			$0.00
Lodging Taxes and Fees (per Federal GSA)	Actual Cost			$0.00
Air Fare	Coach rate, actual cost, requires minimum two weeks' notice, with prior IDOT approval			$0.00
Vehicle Mileage (per Federal GSA)	Up to federal rate maximum			$0.00
Vehicle Owned or Leased (no mileage charge allowed	$45.00/half day (4 hours or less) or $90.00/full day	15	$90.00	$1,350.00
Vehicle Rental	Actual Cost (Up to $55/day)			$0.00
Tolls	Actual Cost			$0.00
Parking	Actual Cost			$0.00
Overtime	Premium portion (Submit supporting documentation)	10	$26.74	$267.40
Shift Differential	Actual Cost (Based on firm's policy)	10	$8.00	$80.00
Overnight Delivery/Postage/Courier Service	Actual Cost (Submit supporting documentation)			$0.00
Copies of Deliverables/Mylars (In-house)	Actual Cost (Submit supporting documentation)			$0.00
Copies of Deliverables/Mylars (Outside)	Actual Cost (Submit supporting documentation)			$0.00
Project Specific Insurance	Actual Cost			$0.00
Monuments (Permanent)	Actual Cost			$0.00
Photo Processing	Actual Cost			$0.00
2-Way Radio (Survey or Phase III Only)	Actual Cost			$0.00
Telephone Usage (Traffic System Monitoring Only)	Actual Cost			$0.00
CADD	Actual Cost (Max $15/hour)			$0.00
Web Site	Actual Cost (Submit supporting documentation)			$0.00
Advertisements	Actual Cost (Submit supporting documentation)			$0.00
Public Meeting Facility Rental	Actual Cost (Submit supporting documentation)			$0.00
Public Meeting Exhibits/Renderings & Equipment	Actual Cost (Submit supporting documentation)			$0.00
Recording Fees	Actual Cost			$0.00
Transcriptions (specific to project)	Actual Cost			$0.00
Courthouse Fees	Actual Cost			$0.00
Storm Sewer Cleaning and Televising	Actual Cost (Requires 2-3 quotes with IDOT approval)			$0.00
Traffic Control and Protection	Actual Cost (Requires 2-3 quotes with IDOT approval)			$0.00
Aerial Photography and Mapping	Actual Cost (Requires 2-3 quotes with IDOT approval)			$0.00
Utliity Exploratory Trenching	Actual Cost (Requires 2-3 quotes with IDOT approval)			$0.00
Testing of Soil Samples	Actual Cost	2	$905.00	$1,810.00
Lab Services	Actual Cost (Provide breakdown of each cost)			$0.00
Equipment and/or Specialized Equipment Rental	Actual Cost (Requires 2-3 quotes with IDOT approval)			$0.00
HMA Testing (Voids, AC,Gradation)		1	$860.00	$860.00
PCC Cylinder Breaks		50	$25.00	$1,250.00
Tack Coat/LJS Testing		2	$100.00	$200.00
			TOTAL DIRECT COSTS:	**$5,817.40**

Local Public Agency	County	Section Number
City of Highland Park	Lake	20-00141-BR

Consultant / Subconsultant Name	Job Number
Material Solutions Laboratory Corp.	C-91-340-20

COST ESTIMATE WORKSHEET

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

OVERHEAD RATE 127.32% **COMPLEXITY FACTOR** 0.00%

TASK	DIRECT COSTS	MANHOURS	PAYROLL	OVERHEAD & FRINGE BENEFITS	FIXED FEE	SERVICES BY OTHERS	TOTAL	% OF GRAND TOTAL
QA Material Testing	5,817	179	10,442	13,295	3,446		33,000	100.00%
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Subconsultant DL					-			
TOTALS	5,817	179	10,442	13,295	3,446	-	33,000	100.00%

Direct Costs total must equal total on Direct Costs tab.

Department use only

PR + OH =	$	23,737.00
PR+OH+DC+FF =	$	33,179.00
FF without Subconsultant DL=	$	3,446.00

Local Public Agency
City of Highland Park

County
Lake

Section Number
20-00141-BR

Consultant / Subconsultant Name
Material Solutions Laboratory Corp.

Job Number
C-91-340-20

AVERAGE HOURLY PROJECT RATES

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

SHEET 1 OF 1

PAYROLL CLASSIFICATION	AVG HOURLY RATES	TOTAL PROJ. RATES			QA Material Testing														
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Technician	59.78	160.0	89.39%	53.44	160	89.39%	53.44												
Project Manager	52.79	8.0	4.47%	2.36	8	4.47%	2.36												
Pick-Up Technician	41.35	11.0	6.15%	2.54	11	6.15%	2.54												
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TOTALS		179.0	100%	$58.34	179.0	100.00%	$58.34	0.0	0%	$0.00	0.0	0%	$0.00	0.0	0%	$0.00	0.0	0%	$0.00

Staff Report

Meeting Date: August 17, 2026

Staff Contact: Patrick Hoffmann, Planner II

Department: Community Development Department

Title: A Resolution Approving a Plat of Subdivision (65 and 77 Lakeview Terrace)

Recommendation:
Staff recommend granting a Minor Plat of Subdivision subject to meeting standard conditions[1].

[1] Standard Conditions of approval:

A. The Applicant must secure the necessary approvals from all public utility companies, provide easement statements, and locate all existing easements on the Final Plat, prior to recordation;

B. The Applicant must secure the signatures of the City Engineer and the County Clerk on the Final Plat, prior to its recordation;

C. The Final Plat must include all certificates, signatures, and seals as required by Section 151.005(A)(12) of the City Code;

D. The Final Plat must identify monuments for all corners of the proposed lots; and

E. The Final Plat must be tied into the state plane coordinate system.

Policy Consideration:
Applicant/Owner: Joan Bergman

Location: 77 and 65 Lakeview Terrace

Zoning: R5, Moderate Density Single Family Residential District

The Applicant requests the consideration of the consolidation of the properties 77 and 65 Lakeview Ter with the intention of adding a small addition to their existing home. In 2008, the applicant received approval for this consolidation. However, the Plat of Subdivision was never

recorded. Therefore, the proposed Plat of Subdivision expired and must be reviewed and approved by City Council again. No Chapter 151 Subdivision or Chapter 150 Zoning Code variations are being requested. As this is a one-lot subdivision (lot consolidation), the proposed Plat of Subdivision is eligible for an expedited procedure and meets all the requirements per Section 150.005.

Zoning District Requirements

Standard	Requirement	Proposed
Lot Dimensions	12,000 sf	24,000 sf
Density - Min. lot area per dwelling unit	12,000 sf	24,000 sf
Minimum front yard	40'	Complies
Minimum side yard	25% Lot Width, but no less than 9'	Complies
Minimum rear yard	35'	Complies
Floor Area Ratio	6,640 sf	Complies

Subdivision Requirements

Standard	Requirement	Proposed	Notes
lot shape	4 sides	4	complies
lot depth	125'	200	complies
zoning density	12,000	24,000	complies
zoning width	75'	120'	complies
creation of nonconformities	none allowed	none	complies
tableland	20% or more	complies	complies
frontage on a public street	frontage required	complies	complies
established property width average	103	120	complies
streets and alleys and pedesterian ways	ROW dedication not required	no PW objections	complies
other public access use areas and facilities	no comments from PW	no PW objections	complies
utility and drainage easements	new lots proposed	easements proposed	complies
lot-in-depth standards	not applicable	not applicable	complies
Other Review Notes:			
flood plain	none	no flood plain on property	complies
required infrastructure improvements	none	no PW objections	complies

Commission Consideration.
The Plan and Design Commission Chair provided a written recommendation, **Attachment 5**, per Section 150.005(E)(1)(a) for the proposed Minor Plat of Subdivision with no requested subdivision variations.

Core Priorities:
Economic Development
Proposed Subdivision will allow the property owner to further improve their property.

Attachments:
1. HP - Resolution Approving Plat of Resubdivision (65 and 77 Lakeview Terrace)
2. Exhibit A - Final Plat
3. Attachment 1 - Proposed Plat of Subdivision
4. Attachment 2 - Hardship Letter
5. Attachment 3 - Plat of Survey
6. Attachment 4 - Topographic Survey
7. Attachment 5 - PDC Chair Recommendation

City of Highland Park

Resolution No. _____

A Resolution Approving a Plat of Subdivision
(65 and 77 Lakeview Terrace)

WHEREAS, Joan Bergman, an individual ("***Owner***") is the record title owner of those certain parcels of real property commonly known as 65 and 77 Lakeview Terrace, Highland Park, Illinois, located within the R5 Moderate Density Single Family Residential District of the City ("***R5 District***") ("***Property***"); and

WHEREAS, Applicant seeks to consolidate the Property into a single lot of record ("***Proposed Subdivision***"); and

WHEREAS, the Owner filed an application with the City for preliminary and final approval of a plat of subdivision for the Proposed Subdivision pursuant to Section 151.005 of "The Highland Park Code of 1968", as amended ("***City Code***") and on August 7, 2026, the Chairman of the Plan and Design Commission of the City recommended approval of the proposed final plat of subdivision for the Proposed Subdivision, subject to certain specified conditions; and

WHEREAS, the City Council has determined that it will serve and be in the best interest of the City to approve the Proposed Subdivision, subject to the terms and conditions set forth in this Resolution;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HIGHLAND PARK, LAKE COUNTY, ILLINOIS, as follows:

SECTION ONE: RECITALS. The foregoing recitals are hereby incorporated herein and made a part of this Resolution as findings of the City Council.

SECTION TWO: APPROVAL OF FINAL PLAT. Subject to, and contingent upon, the conditions, restrictions, and provisions set forth in Section Three of this Resolution, the final plat of subdivision for the Property prepared by Andrew Spiewak Land Surveyor, Inc., consisting of one sheet, and with a latest revision date of June 15, 2026, is hereby approved in the form attached to and, by this reference, made a part of this Resolution as **Exhibit A**.

SECTION THREE: EXECUTION OF PLAT. The Mayor and City Clerk are hereby authorized and directed to execute and seal, on behalf of the City, the Final Plat only after the satisfaction of the following:

A. The Applicant must secure the necessary approvals from all public utility companies, provide easement statements, and locate all existing easements on the Final Plat, prior to its recordation;

B. The Applicant must secure the signatures of the City Engineer and the County Clerk on the Final Plat, prior to its recordation;

C. The Final Plat must include all certificates, signatures, and seals as required by Section 151.005(A)(12) of the City Code;

D. The Final Plat must identify monuments for all corners of the Proposed Lot; and

E. The Final Plat must be tied into the state plane coordinate system.

SECTION FOUR: RECORDATION OF PLAT. Upon execution of the Final Plat by the Mayor and the City Clerk, as provided in Section Three of this Resolution, the City Clerk is directed to cause the Final Plat to be recorded in the Recording Division of the office of the Lake County Clerk.

SECTION FIVE: EFFECTIVE DATE. This Resolution will be in full force and effect from and after its passage and approval in the manner provided by law.

AYES:

NAYS:

ABSENT:

PASSED:

APPROVED:

RESOLUTION NO.

_____
Nancy R. Rotering, Mayor

ATTEST:

_____
Ghida S. Neukirch, City Clerk

EXHIBIT A

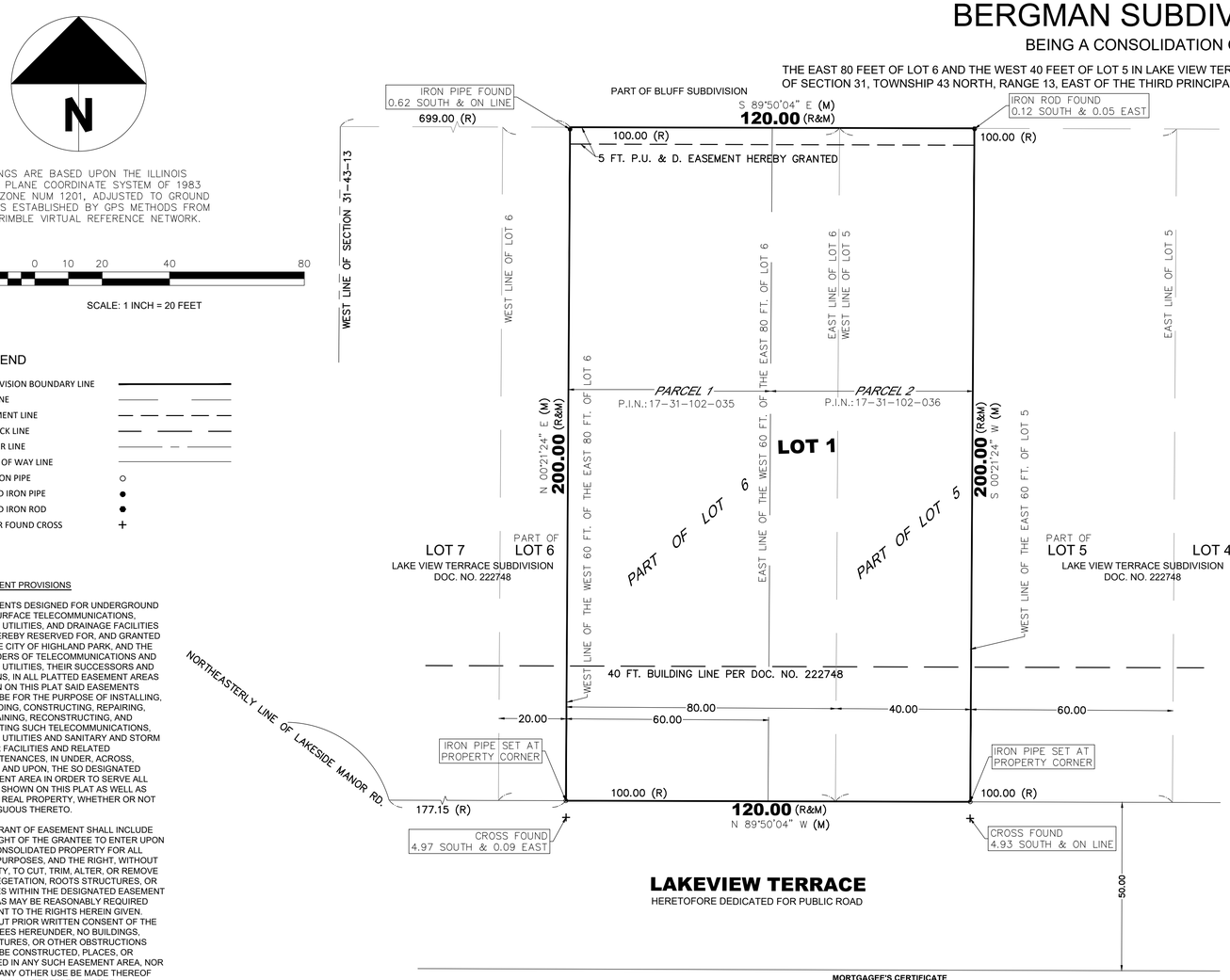
FINAL PLAT

BERGMAN SUBDIVISION

BEING A CONSOLIDATION OF

THE EAST 80 FEET OF LOT 6 AND THE WEST 40 FEET OF LOT 5 IN LAKE VIEW TERRACE SUBDIVISION IN THE NORTHWEST 1/4 OF SECTION 31, TOWNSHIP 43 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN IN LAKE COUNTY, ILLINOIS.

RECORDER'S SPACE



LEGEND

SUBDIVISION BOUNDARY LINE	———
LOT LINE	——— ———
EASEMENT LINE	— — — — —
SETBACK LINE	——— ——— ———
CENTER LINE	——— – ———
RIGHT OF WAY LINE	———
SET IRON PIPE	○
FOUND IRON PIPE	●
FOUND IRON ROD	●
SET OR FOUND CROSS	+

EASEMENT PROVISIONS

EASEMENTS DESIGNED FOR UNDERGROUND AND SURFACE TELECOMMUNICATIONS, PUBLIC UTILITIES, AND DRAINAGE FACILITIES ARE HEREBY RESERVED FOR, AND GRANTED TO, THE CITY OF HIGHLAND PARK, AND THE PROVIDERS OF TELECOMMUNICATIONS AND PUBLIC UTILITIES, THEIR SUCCESSORS AND ASSIGNS, IN ALL PLATTED EASEMENT AREAS SHOWN ON THIS PLAT SAID EASEMENTS SHALL BE FOR THE PURPOSE OF INSTALLING, EXTENDING, CONSTRUCTING, REPAIRING, MAINTAINING, RECONSTRUCTING, AND OPERATING SUCH TELECOMMUNICATIONS, PUBLIC UTILITIES AND SANITARY AND STORM SEWER FACILITIES AND RELATED APPURTENANCES, IN UNDER, ACROSS, ALONG AND UPON, THE SO DESIGNATED EASEMENT AREA IN ORDER TO SERVE ALL AREAS SHOWN ON THIS PLAT AS WELL AS OTHER REAL PROPERTY, WHETHER OR NOT CONTIGUOUS THERETO.

THIS GRANT OF EASEMENT SHALL INCLUDE THE RIGHT OF THE GRANTEE TO ENTER UPON THE CONSOLIDATED PROPERTY FOR ALL SUCH PURPOSES, AND THE RIGHT, WITHOUT LIABILITY, TO CUT, TRIM, ALTER, OR REMOVE ANY VEGETATION, ROOTS STRUCTURES, OR DEVICES WITHIN THE DESIGNATED EASEMENT AREA AS MAY BE REASONABLY REQUIRED INCIDENT TO THE RIGHTS HEREIN GIVEN. WITHOUT PRIOR WRITTEN CONSENT OF THE GRANTEES HEREUNDER, NO BUILDINGS, STRUCTURES, OR OTHER OBSTRUCTIONS SHALL BE CONSTRUCTED, PLACES, OR PLANTED IN ANY SUCH EASEMENT AREA, NOR SHALL ANY OTHER USE BE MADE THEREOF WHICH WILL INTERFERE WITH THE EASEMENTS RESERVED AND GRANTED HEREBY.

NORTH SHORE GAS EASEMENT CERTIFICATE

AN EASEMENT IS HEREBY RESERVED FOR AND GRANTED TO THE NORTH SHORE GAS COMPANY

ITS SUCCESSORS AND ASSIGNS, TO INSTALL, CONSTRUCT, RECONSTRUCT, OPERATE, MAINTAIN, INSPECT, REPAIR, RENEW, REPLACE, ALTER, REMOVE, CHANGE THE SIZE OF OR ABANDON IN PLACE PIPELINES, GAS MAINS, SERVICE PIPES, AND SUCH DRIPS, VALVES, VALVE BOXES, FITTINGS, METERS, REGULATORS AND OTHER EQUIPMENT AND APPURTENANCES AS MAY BE NECESSARY OR CONVENIENT FOR SUCH OPERATIONS IN, THROUGH, UNDER, ACROSS AND WITHIN ANY AREAS THAT ARE RESERVED FOR THE PURPOSE OF A UTILITY EASEMENT AND ALL ROADS, STREETS, COMMON AREAS (IF ANY) WITHIN THE SUBDIVISION TOGETHER WITH THE RIGHT TO INSTALL REQUIRED SERVICE CONNECTIONS UNDER THE SURFACE OF EACH LOT TO SERVE IMPROVEMENTS THEREON AND ALSO THE RIGHT TO ENTER UPON THE SUBDIVISION PROPERTY FOR ALL SUCH OPERATIONS. NO OBSTRUCTIONS OR STRUCTURES OF ANY KIND SHALL BE PLACED OVER GRANTEE'S FACILITIES WITHOUT THE PRIOR WRITTEN CONSENT OF GRANTEE, GRANTEE'S FACILITIES, EQUIPMENT AND APPURTENANCES, WHEN INSTALLED, WILL NOT INTERFERE WITH THE MOVEMENT OF TRAFFIC UPON SUCH ROADS, STREETS OR COMMON AREAS.

PLAT SUBMITTAL AND RETURN TO ADDRESS:

THIS PLAT SUBMITTED FOR RECORDING BY, AND RETURN TO:

NAME: CITY OF HIGHLAND PARK

ADDRESS: 1150 HALF DAY ROAD

CITY: HIGHLAND PARK

STATE: IL ZIP: 60035

PROJECT No. 201-26 CONSOLIDATION

ORDERED BY: JOAN BERGMAN
COMPANY OR ORGANIZATION:
SURVEYED BY: JG
DRAWN BY: RAM
CHECKED BY: AFS
PREPARED FOR OR OWNER:
JOAN BERGMAN
ADDRESS:
65 & 77 LAKEVIEW TERRACE
HIGHLAND PARK, IL 60035

PROPERTY ADDRESS: 65 & 77 LAKEVIEW TERRACE HIGHLAND PARK, IL 60035
PROPERTY TAX IDENTIFICATION NUMBERS: 17-31-102-035, 17-31-102-036

LAKEVIEW TERRACE

HERETOFORE DEDICATED FOR PUBLIC ROAD

COMED AND PHONE EASEMENT BLOCK

EASEMENT PROVISIONS

AN EASEMENT FOR SERVING THE SUBDIVISION AND OTHER PROPERTY WITH ELECTRIC AND COMMUNICATION SERVICE IS HEREBY RESERVED FOR AND GRANTED TO

COMMONWEALTH EDISON COMPANY
AND
_____ TELEPHONE COMPANY, GRANTEES,

THEIR RESPECTIVE LICENSES, SUCCESSOR AND ASSIGNS JOINTLY AND SEVERALLY, TO CONSTRUCT, OPERATE, REPAIR, MAINTAIN, MODIFY, RECONSTRUCT, REPLACE, SUPPLEMENT, RELOCATE AND REMOVE, FROM TIME TO TIME, POLES, GUYS, ANCHORS, WIRES, CABLES, CONDUITS, MANHOLES, TRANSFORMERS, PEDESTALS, EQUIPMENT CABINETS OR OTHER FACILITIES USED IN CONNECTION WITH OVERHEAD AND UNDERGROUND TRANSMISSION AND DISTRIBUTION OF ELECTRICITY, COMMUNICATIONS, SOUNDS AND SIGNALS IN, OVER, UNDER, ACROSS, ALONG AND UPON THE SURFACE3 OF THE PROPERTY SHOWN WITHIN DASHED OR DOTTED LINES (OR SIMILAR DESIGNATION) ON THE PLAT AND MARKED "EASEMENT", "UTILITY EASEMENT", "PUBLIC UTILITY EASEMENT", "P.U.E." (OR SIMILAR DESIGNATION), THE PROPERTY DESIGNATED IN THE DECLARATION OF CONDOMINIUM AND/OR ON THIS PLAT AS "COMMON ELEMENTS", AND THE PROPERTY DESIGNATED ON THE PLAT AS "COMMON AREA OR AREAS", AND THE PROPERTY DESIGNATED ON THE PLAT FOR STREETS AND ALLEYS, WHETHER PUBLIC OR PRIVATE, TOGETHER WITH THE RIGHTS TO INSTALL REQUIRED SERVICE CONNECTIONS OVER OR UNDER THE SURFACE OF EACH LOT AND COMMON AREA OR AREAS TO SERVE IMPROVEMENTS THEREON, OR ON ADJACENT LOTS, AND COMMON AREA OR AREAS, THE RIGHT TO CUT, TRIM OR REMOVE TREES, BUSHES, ROOTS, AND SAPLINGS AND TO CLEAR OBSTRUCTIONS FROM THE SURFACE AND SUBSURFACE AS MAY BE REASONABLY REQUIRED INCIDENT TO THE RIGHTS HEREIN GIVEN, AND THE RIGHT TO ENTER UPON THE, SUBDIVIDED PROPERTY FOR ALL SUCH PURPOSES. OBSTRUCTIONS SHALL NOT BE PLACED OVER GRANTEES' FACILITIES OR IN, UPON OR OVER THE PROPERTY WITHIN THE DASHED OR DOTTED LINES (OR SIMILAR DESIGNATION) MARKED "EASEMENT", "UTILITY EASEMENT", "PUBLIC UTILITY EASEMENT", "P.U.E." (OR SIMILAR DESIGNATION) WITHOUT THE PRIOR WRITTEN CONSENT OF GRANTEES. AFTER INSTALLATION OF ANY SUCH FACILITIES, THE GRADE OF THE SUBDIVIDED PROPERTY SHALL NOT BE ALTERED IN A MANNER SO AS TO INTERFERE WITH THE PROPER OPERATION AND MAINTENANCE THEREOF.

THE TERM "COMMON ELEMENTS" SHALL HAVE THE MEANING SET FORTH FOR SUCH TERM IN THE "CONDOMINIUM PROPERTY ACT", CHAPTER 765 ILCS 605/2(C), AS AMENDED FROM TIME TO TIME.

THE TERM "COMMON AREA OR AREAS" IS DEFINED AS A LOT, PARCEL OR AREA OF REAL PROPERTY, THE BENEFICIAL USE AND ENJOYMENT OF WHICH IS RESERVED IN WHOLE OR AS AN APPORTIONMENT TO THE SEPARATELY OWNED LOTS, PARCELS OR AREA WITHIN THE PLANNED DEVELOPMENT, EVEN THOUGH SUCH BE OTHERWISE DESIGNATED ON THE PLAT BY TERMS SUCH AS "OUTLOTS", "COMMON ELEMENTS", "OPEN SPACE", "OPEN AREA", "COMMON GROUND", "PARKING" AND "COMMON AREA". THE TERM "COMMON AREA OR AREAS", AND "COMMON ELEMENTS" INCLUDE REAL PROPERTY SURFACED WITH INTERIOR DRIVEWAYS AND WALKWAYS, BUT EXCLUDES REAL PROPERTY PHYSICALLY OCCUPIED BY A BUILDING, SERVICE BUSINESS DISTRICT OR STRUCTURES SUCH AS A POOL, RETENTION POND OR MECHANICAL EQUIPMENT.

RELOCATION OF FACILITIES WILL BE DONE BY GRANTEES AT COST OF THE GRANTOR/LOT OWNER, UPON WRITTEN REQUEST.

(R) RECORD (M) MEASURED

P.U. & D. EASEMENT PUBLIC UTILTITY & DRAINAGE EASEMENT

MORTGAGEE'S CERTIFICATE

STATE OF ILLINOIS)
) SS
COUNTY OF LAKE)

THE UNDERSIGNED MORTGAGEE(S) HEREBY CONSENT TO AND APPROVE THE SUBDIVISION AND PLATTING OF THE PROPERTY DESCRIBED HEREON.

DATED AT _____.

DATED THIS _____ DAY OF _____, 2026,

_____
MORTGAGEE SIGNATURE

_____
TITLE

MORTGAGEE'S NOTARY CERTIFICATE

STATE OF ILLINOIS)
) SS
COUNTY OF LAKE)

THIS IS TO CERTIFY THAT I, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY, IN THE STATE AFORESAID, DOES HEREBY CERTIFY THAT _____, WHO IS(ARE) PERSONALLY KNOWN TO ME TO BE _____ OF _____ WHO IS THE MORTGAGEE, AND PERSONALLY KNOW TO ME TO BE THE SAME PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT, APPEARED BEFORE ME THIS DAY IN PERSON AND SEVERALLY ACKNOWLEDGED THAT AS SUCH AND _____ THEY SIGNED AND DELIVERED THE SAID INSTRUMENT AS THEIR FREE AND PURSUANT TO _____ AND _____ TO BE AFFIXED THERETO, AUTHORITY GIVEN BY THE BOARD OF DIRECTORS OF SAID _____ AS THEIR FREE AND VOLUNTARY ACT AND DEED OF SAID _____ FOR THE USES AND PURPOSES THEREIN SET FORTH.

GIVEN UNDER MY HAND AND NOTARIAL SEAL

DATED THIS _____ DAY OF _____, 2026,

_____
NOTARY PUBLIC

MY COMMISSION EXPIRES: _____

PLAN AND DESIGN COMMISSION CERTIFICATE

STATE OF ILLINOIS)
) SS
COUNTY OF LAKE)

APPROVED BY THE PLAN AND DESIGN COMMISSION OF THE CITY OF HIGHLAND PARK

ON THE _____ DAY OF _____, 20____.

BY: _____ (CHAIR) ATTEST: _____ (SECRETARY)

NAME: _____ NAME: _____

CITY COLLECTOR CERTIFICATE

STATE OF ILLINOIS)
) SS
COUNTY OF LAKE)

I, _____, COLLECTOR OF THE CITY OF HIGHLAND PARK, ILLINOIS, DO HEREBY CERTIFY THAT I FIND NO DEFERRED INSTALLMENTS OF OUTSTANDING UNPAID SPECIAL ASSESSMENTS AGAINST ANY OF THE REAL ESTATE INCLUDED IN THE PLAT HEREON DRAWN.

DATED AT HIGHLAND PARK, ILLINOIS THIS DAY OF _____, A.D. 20____.

_____
CITY COLLECTOR, HIGHLAND PARK, IL

COUNTY CLERK CERTIFICATE

STATE OF ILLINOIS)
) SS
COUNTY OF LAKE)

I, _____ COUNTY CLERK OF LAKE COUNTY, ILLINOIS, DO HEREBY CERTIFY THAT THERE ARE NO DELINQUENT GENERAL TAXES, UNPAID CURRENT GENERAL TAXES, DELINQUENT SPECIAL ASSESSMENTS OR UNPAID CURRENT SPECIAL ASSESSMENTS AGAINST ANY OF THE LAND INCLUDED IN THE DESCRIBED PROPERTY. I FURTHER CERTIFY THAT I HAVE RECEIVED ALL STATUTORY FEES IN CONNECTION WITH THE PLAT.

GIVEN UNDER MY HAND AND SEAL OF THE COUNTY CLERK OF LAKE COUNTY, ILLINOIS.

THIS _____ DAY OF _____, A.D. 20____.

_____
LAKE COUNTY CLERK

OWNER CERTIFICATE

STATE OF ILLINOIS)
) SS
COUNTY OF LAKE)

I (WE) _____ AND _____, DO HEREBY CERTIFY THAT WE ARE THE OWNER (S) OF THE PROPERTY DESCRIBED HEREON AND THAT WE HAVE CAUSED THE SAID PROPERTY TO BE SURVEYED AND CONSOLIDATED AS SHOWN HEREON.

_____ DAY OF _____, A.D. 20____.

_____ OWNER _____ OWNER

_____ ADDRESS _____ CITY _____ ZIP

SCHOOL DISTRICT CERTIFICATE

STATE OF ILLINOIS)
) SS
COUNTY OF LAKE)

THIS IS TO CERTIFY THAT I (WE) _____, AS OWNER OF THE PROPERTY DESCRIBED AS THE _____, AND LEGALLY DESCRIBED ON THE PLAT OF THE SAME NAME, HAVE DETERMINED TO THE BEST OF OUR KNOWLEDGE THE SCHOOL DISTRICT IN WHICH EACH THE FOLLOWING LOTS LIE.

LOT NO.	SCHOOL DISTRICTS ELEMENTARY	HIGH SCHOOL
_____	NORTH SHORE SCHOOL DISTRICT 112	TOWNSHIP HIGH SCHOOL DISTRICT 113

CERTIFICATE OF OWNERSHIP AND SCHOOL DISTRICT CERTIFICATE

STATE OF ILLINOIS)
) SS
COUNTY OF LAKE)

THE UNDERSIGNED, BEING THE OWNER(S) OF THE PROPERTY DESCRIBED HEREON, DO HEREBY CERTIFY THAT THEY HAVE CAUSED THE SAME TO BE SURVEYED, CONSOLIDATED AND PLATTED AS SHOWN HEREON FOR THE USES AND PURPOSES THEREIN SET FORTH.

ALSO, THIS IS TO CERTIFY THAT TO THE BEST OF THE OWNER'S KNOWLEDGE AND BELIEF, SAID SUBDIVISION LIES ENTIRELY WITHIN THE LIMITS OF:
- NORTH SHORE SCHOOL DISTRICT 112
- TOWNSHIP HIGH SCHOOL DISTRICT 112

DATED THIS _____ DAY OF _____, A.D. 2026.

_____
OWNER SIGNATURE

_____
OWNER SIGNATURE

NOTARY CERTIFICATE

STATE OF ILLINOIS)
) SS
COUNTY OF LAKE)

I, _____, A NOTARY PUBLIC, DO HEREBY CERTIFY THAT _____ AND _____, AS OWNER(S) OF THE PROPERTY COMMONLY KNOWN AS _____, HIGHLAND PARK, ILLINOIS, APPEARED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED THE EXECUTION OF THESE STATEMENTS AS HIS/HER FREE AND VOLUNTARY ACT.

GIVEN UNDER MY HAND AND NOTARIAL SEAL

THIS _____ DAY OF _____, A.D. 20____.

_____
NOTARY PUBLIC (SEAL)

MY COMMISSION EXPIRES: _____

TOTAL AREA LOT 1 = 24,000 SQUARE FEET OR 0.551 ACRES

CITY CERTIFICATE

STATE OF ILLINOIS)
) SS
COUNTY OF LAKE)

I, _____, MAYOR OF THE CITY OF HIGHLAND PARK, ILLINOIS, DO HEREBY CERTIFY THAT THE PLAT WAS PRESENTED TO, AND BY RESOLUTION, DULY APPROVED, BY THE CITY COUNCIL AT ITS MEETING HELD ON _____, 20____.

IN WITNESS WHEREOF, I HAVE HERETO SET MY HAND AND THE SEAL OF THE CITY OF HIGHLAND PARK, ILLINOIS, THIS _____ DAY OF _____, A.D. 20____.

BY: _____ (MAYOR)

NAME: _____ (CITY CLERK) NAME: _____ (SEAL)

CITY ENGINEER CERTIFICATE

STATE OF ILLINOIS)
) SS
COUNTY OF LAKE)

I, _____, CITY ENGINEER OF THE CITY OF HIGHLAND PARK, DO HEREBY APPROVE THIS PLAT WHICH MEETS THE MINIMUM REQUIREMENT OF THE CITY.

APPROVED BY THE CITY ENGINEER OF THE CITY OF HIGHLAND PARK, LAKE COUNTY, ILLINOIS THIS _____ DAY OF _____, A.D. 20____.

_____
CITY ENGINEER

PERMISSION TO RECORD CERTIFICATE

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, ANDRZEJ F. SPIEWAK, AN ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 035.003178, DO HEREBY GRANT PERMISSION TO THE CITY OF HIGHLAND PARK TO RECORD THIS PLAT.

DATED THIS 15TH DAY OF JUNE, A.D. 2026.

_____
ANDRZEJ F. SPIEWAK LICENSE NO. 035.003178
ILLINOIS PROFESSIONAL LAND SURVEYOR
LICENSE RENEWAL DATE 11/30/2026

PROFESSIONAL DESIGN FIRM, LAND SURVEYING
CORPORATION, LICENSE NO. 184.006518
LICENSE RENEWAL DATE 04/30/2027

SURVEYOR'S CERTIFICATE

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, ANDRZEJ F. SPIEWAK, AN ILLINOIS PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT I HAVE SURVEYED AND CONSOLIDATED THE FOLLOWING DESCRIBED PROPERTY:

PARCEL 1:

THE WEST 60 FEET OF THE EAST 80 FEET OF LOT 6 IN LAKE VIEW TERRACE SUBDIVISION OF PART OF LOT 2 IN THE SUBDIVISION OF LOTS 133, 134, 135, 136 AND 137 IN SOUTH HIGHLAND ADDITION TO HIGHLAND PARK, IN THE NORTHWEST 1/4 OF SECTION 31, TOWNSHIP 43 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 16, 1923, AS DOCUMENT 222748, IN BOOK "L" OF PLATS, PAGE 61, IN LAKE COUNTY, ILLINOIS.

PARCEL 2:

LOT 6 (EXCEPT THE WEST 20 FEET AND EXCEPT THE WEST 60 FEET OF THE EAST 80 FEET THEREOF), ALSO LOT 5 (EXCEPT THE EAST 60 FEET THEREOF) IN LAKE VIEW TERRACE SUBDIVISION OF PART OF LOT 2 IN THE SUBDIVISION OF LOTS 133, 134, 135, 136 AND 137 IN SOUTH HIGHLAND ADDITION TO HIGHLAND PARK, IN THE NORTHWEST 1/4 OF SECTION 31, TOWNSHIP 43 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 16, 1923, AS DOCUMENT 222748, IN BOOK "L" OF PLATS, PAGE 61, IN LAKE COUNTY, ILLINOIS.

DIMENSIONS ARE SHOWN IN FEET AND DECIMAL PARTS THEREOF AND ARE CORRECT AT DEGREES FAHRENHEIT. BY GRAPHIC PLOTTING ONLY, THIS PART OF PROPERTY IS LOCATED IN ZONE "X", IN THE AREA DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN, PER THE FEDERAL EMERGENCY MANAGEMENT AGENCY, PER FLOOD INSURANCE RATE MAP: CITY OF HIGHLAND PARK, COMMUNITY NUMBER: 170367, PANEL: 0292, SUFFIX: L, MAP 17097C0292L, MAP REVISED: OCTOBER 5, 2023. NO PORTION OF THE ABOVE-MENTIONED PROPERTY IS LOCATED WITHIN A FLOOD ZONE.

I FURTHER CERTIFY THAT THIS SUBDIVISION IS LOCATED WITHIN THE CORPORATE LIMITS OF THE CITY OF HIGHLAND PARK.

THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A "BOUNDARY SURVEY".

DATED THIS 30TH DAY OF JULY, A.D. 2026.

_____
ANDRZEJ F. SPIEWAK LICENSE NO. 035.003178
ILLINOIS PROFESSIONAL LAND SURVEYOR
LICENSE RENEWAL DATE 11/30/2026

ANDRZEJ F. SPIEWAK 3178 PROFESSIONAL LAND SURVEYOR STATE OF ILLINOIS PARK RIDGE

PROFESSIONAL DESIGN FIRM, LAND SURVEYING
CORPORATION, LICENSE NO. 184.006518
LICENSE RENEWAL DATE 04/30/2027

DATE ISSUED: 06-15-2026

REVISION:
1. 07-30-2026

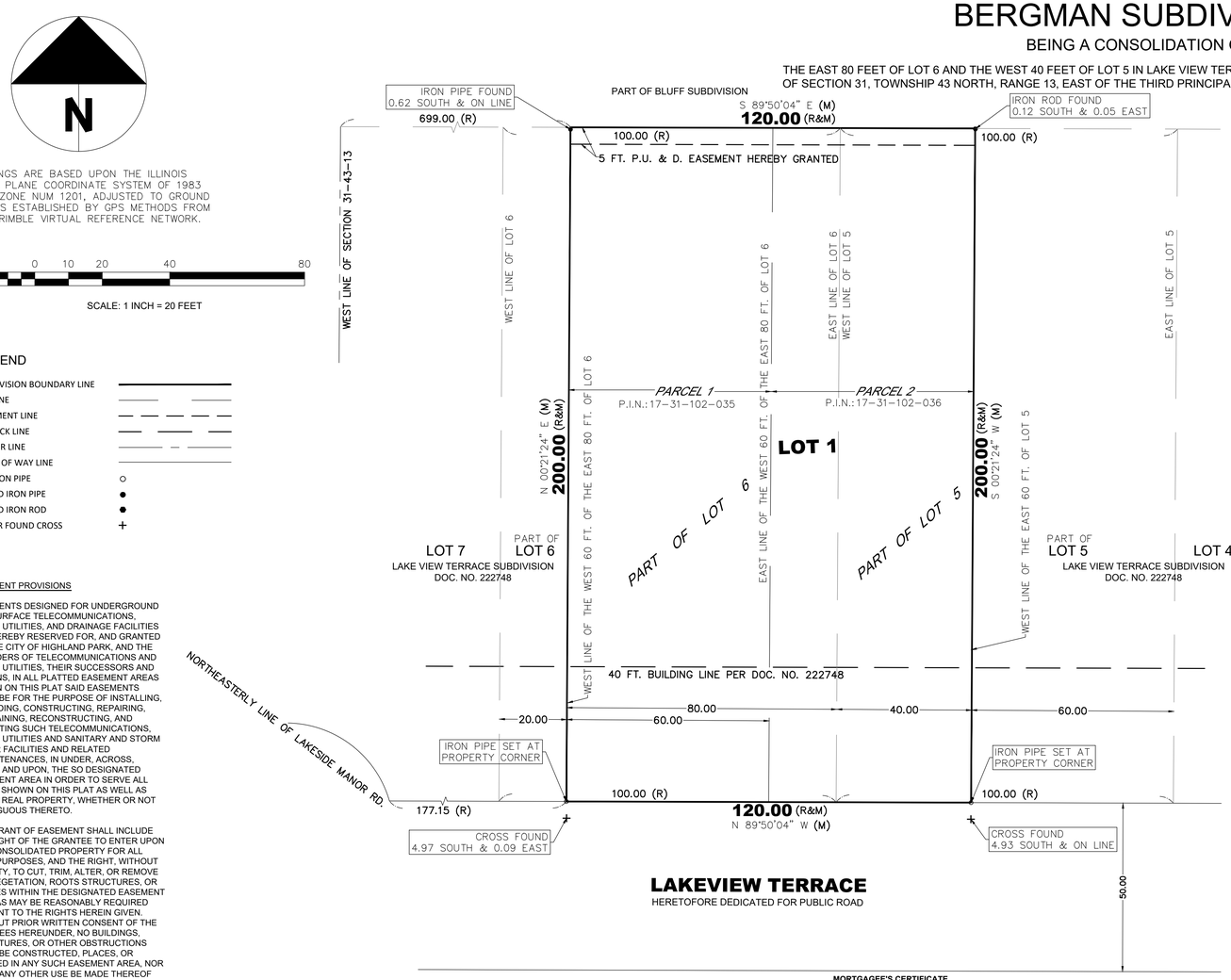
ANDREW SPIEWAK LAND SURVEYOR, INC.
PROFESSIONAL DESIGN FIRM
LICENSE NO.:184.006518
1030 W. HIGGINS RD. SUITE 218, PARK RIDGE, IL 60068
phone: (773) 853-2672
phone: (630) 351-9489
www.landsurveyors.pro
andrew@landsurveyors.pro

BERGMAN SUBDIVISION

BEING A CONSOLIDATION OF

THE EAST 80 FEET OF LOT 6 AND THE WEST 40 FEET OF LOT 5 IN LAKE VIEW TERRACE SUBDIVISION IN THE NORTHWEST 1/4 OF SECTION 31, TOWNSHIP 43 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN IN LAKE COUNTY, ILLINOIS.

RECORDER'S SPACE



LEGEND

SUBDIVISION BOUNDARY LINE	———
LOT LINE	——— ———
EASEMENT LINE	— — — — —
SETBACK LINE	——— ——— ———
CENTER LINE	——— – ———
RIGHT OF WAY LINE	———
SET IRON PIPE	○
FOUND IRON PIPE	●
FOUND IRON ROD	●
SET OR FOUND CROSS	+

EASEMENT PROVISIONS

EASEMENTS DESIGNED FOR UNDERGROUND AND SURFACE TELECOMMUNICATIONS, PUBLIC UTILITIES, AND DRAINAGE FACILITIES ARE HEREBY RESERVED FOR, AND GRANTED TO, THE CITY OF HIGHLAND PARK, AND THE PROVIDERS OF TELECOMMUNICATIONS AND PUBLIC UTILITIES, THEIR SUCCESSORS AND ASSIGNS, IN ALL PLATTED EASEMENT AREAS SHOWN ON THIS PLAT SAID EASEMENTS SHALL BE FOR THE PURPOSE OF INSTALLING, EXTENDING, CONSTRUCTING, REPAIRING, MAINTAINING, RECONSTRUCTING, AND OPERATING SUCH TELECOMMUNICATIONS, PUBLIC UTILITIES AND SANITARY AND STORM SEWER FACILITIES AND RELATED APPURTENANCES, IN UNDER, ACROSS, ALONG AND UPON, THE SO DESIGNATED EASEMENT AREA IN ORDER TO SERVE ALL AREAS SHOWN ON THIS PLAT AS WELL AS OTHER REAL PROPERTY, WHETHER OR NOT CONTIGUOUS THERETO.

THIS GRANT OF EASEMENT SHALL INCLUDE THE RIGHT OF THE GRANTEE TO ENTER UPON THE CONSOLIDATED PROPERTY FOR ALL SUCH PURPOSES, AND THE RIGHT, WITHOUT LIABILITY, TO CUT, TRIM, ALTER, OR REMOVE ANY VEGETATION, ROOTS STRUCTURES, OR DEVICES WITHIN THE DESIGNATED EASEMENT AREA AS MAY BE REASONABLY REQUIRED INCIDENT TO THE RIGHTS HEREIN GIVEN. WITHOUT PRIOR WRITTEN CONSENT OF THE GRANTEES HEREUNDER, NO BUILDINGS, STRUCTURES, OR OTHER OBSTRUCTIONS SHALL BE CONSTRUCTED, PLACES, OR PLANTED IN ANY SUCH EASEMENT AREA, NOR SHALL ANY OTHER USE BE MADE THEREOF WHICH WILL INTERFERE WITH THE EASEMENTS RESERVED AND GRANTED HEREBY.

NORTH SHORE GAS EASEMENT CERTIFICATE

AN EASEMENT IS HEREBY RESERVED FOR AND GRANTED TO THE NORTH SHORE GAS COMPANY

ITS SUCCESSORS AND ASSIGNS, TO INSTALL, CONSTRUCT, RECONSTRUCT, OPERATE, MAINTAIN, INSPECT, REPAIR, RENEW, REPLACE, ALTER, REMOVE, CHANGE THE SIZE OF OR ABANDON IN PLACE PIPELINES, GAS MAINS, SERVICE PIPES, AND SUCH DRIPS, VALVES, VALVE BOXES, FITTINGS, METERS, REGULATORS AND OTHER EQUIPMENT AND APPURTENANCES AS MAY BE NECESSARY OR CONVENIENT FOR SUCH OPERATIONS IN, THROUGH, UNDER, ACROSS AND WITHIN ANY AREAS THAT ARE RESERVED FOR THE PURPOSE OF A UTILITY EASEMENT AND ALL ROADS, STREETS, COMMON AREAS (IF ANY) WITHIN THE SUBDIVISION TOGETHER WITH THE RIGHT TO INSTALL REQUIRED SERVICE CONNECTIONS UNDER THE SURFACE OF EACH LOT TO SERVE IMPROVEMENTS THEREON AND ALSO THE RIGHT TO ENTER UPON THE SUBDIVISION PROPERTY FOR ALL SUCH OPERATIONS. NO OBSTRUCTIONS OR STRUCTURES OF ANY KIND SHALL BE PLACED OVER GRANTEE'S FACILITIES WITHOUT THE PRIOR WRITTEN CONSENT OF GRANTEE, GRANTEE'S FACILITIES, EQUIPMENT AND APPURTENANCES, WHEN INSTALLED, WILL NOT INTERFERE WITH THE MOVEMENT OF TRAFFIC UPON SUCH ROADS, STREETS OR COMMON AREAS.

PLAT SUBMITTAL AND RETURN TO ADDRESS:

THIS PLAT SUBMITTED FOR RECORDING BY, AND RETURN TO:

NAME: CITY OF HIGHLAND PARK

ADDRESS: 1150 HALF DAY ROAD

CITY: HIGHLAND PARK

STATE: IL ZIP: 60035

PROJECT No. 201-26 CONSOLIDATION

ORDERED BY: JOAN BERGMAN
COMPANY OR ORGANIZATION:
SURVEYED BY: JG
DRAWN BY: RAM
CHECKED BY: AFS
PREPARED FOR OR OWNER:
JOAN BERGMAN
ADDRESS:
65 & 77 LAKEVIEW TERRACE
HIGHLAND PARK, IL 60035

PROPERTY ADDRESS: 65 & 77 LAKEVIEW TERRACE HIGHLAND PARK, IL 60035
PROPERTY TAX IDENTIFICATION NUMBERS: 17-31-102-035, 17-31-102-036

LAKEVIEW TERRACE

HERETOFORE DEDICATED FOR PUBLIC ROAD

COMED AND PHONE EASEMENT BLOCK

EASEMENT PROVISIONS

AN EASEMENT FOR SERVING THE SUBDIVISION AND OTHER PROPERTY WITH ELECTRIC AND COMMUNICATION SERVICE IS HEREBY RESERVED FOR AND GRANTED TO

COMMONWEALTH EDISON COMPANY
AND
_____ TELEPHONE COMPANY, GRANTEES,

THEIR RESPECTIVE LICENSES, SUCCESSOR AND ASSIGNS JOINTLY AND SEVERALLY, TO CONSTRUCT, OPERATE, REPAIR, MAINTAIN, MODIFY, RECONSTRUCT, REPLACE, SUPPLEMENT, RELOCATE AND REMOVE, FROM TIME TO TIME, POLES, GUYS, ANCHORS, WIRES, CABLES, CONDUITS, MANHOLES, TRANSFORMERS, PEDESTALS, EQUIPMENT CABINETS OR OTHER FACILITIES USED IN CONNECTION WITH OVERHEAD AND UNDERGROUND TRANSMISSION AND DISTRIBUTION OF ELECTRICITY, COMMUNICATIONS, SOUNDS AND SIGNALS IN, OVER, UNDER, ACROSS, ALONG AND UPON THE SURFACE3 OF THE PROPERTY SHOWN WITHIN DASHED OR DOTTED LINES (OR SIMILAR DESIGNATION) ON THE PLAT AND MARKED "EASEMENT", "UTILITY EASEMENT", "PUBLIC UTILITY EASEMENT", "P.U.E." (OR SIMILAR DESIGNATION), THE PROPERTY DESIGNATED IN THE DECLARATION OF CONDOMINIUM AND/OR ON THIS PLAT AS "COMMON ELEMENTS", AND THE PROPERTY DESIGNATED ON THE PLAT AS "COMMON AREA OR AREAS", AND THE PROPERTY DESIGNATED ON THE PLAT FOR STREETS AND ALLEYS, WHETHER PUBLIC OR PRIVATE, TOGETHER WITH THE RIGHTS TO INSTALL REQUIRED SERVICE CONNECTIONS OVER OR UNDER THE SURFACE OF EACH LOT AND COMMON AREA OR AREAS TO SERVE IMPROVEMENTS THEREON, OR ON ADJACENT LOTS, AND COMMON AREA OR AREAS, THE RIGHT TO CUT, TRIM OR REMOVE TREES, BUSHES, ROOTS, AND SAPLINGS AND TO CLEAR OBSTRUCTIONS FROM THE SURFACE AND SUBSURFACE AS MAY BE REASONABLY REQUIRED INCIDENT TO THE RIGHTS HEREIN GIVEN, AND THE RIGHT TO ENTER UPON THE, SUBDIVIDED PROPERTY FOR ALL SUCH PURPOSES. OBSTRUCTIONS SHALL NOT BE PLACED OVER GRANTEES' FACILITIES OR IN, UPON OR OVER THE PROPERTY WITHIN THE DASHED OR DOTTED LINES (OR SIMILAR DESIGNATION) MARKED "EASEMENT", "UTILITY EASEMENT", "PUBLIC UTILITY EASEMENT", "P.U.E." (OR SIMILAR DESIGNATION) WITHOUT THE PRIOR WRITTEN CONSENT OF GRANTEES. AFTER INSTALLATION OF ANY SUCH FACILITIES, THE GRADE OF THE SUBDIVIDED PROPERTY SHALL NOT BE ALTERED IN A MANNER SO AS TO INTERFERE WITH THE PROPER OPERATION AND MAINTENANCE THEREOF.

THE TERM "COMMON ELEMENTS" SHALL HAVE THE MEANING SET FORTH FOR SUCH TERM IN THE "CONDOMINIUM PROPERTY ACT", CHAPTER 765 ILCS 605/2(C), AS AMENDED FROM TIME TO TIME.

THE TERM "COMMON AREA OR AREAS" IS DEFINED AS A LOT, PARCEL OR AREA OF REAL PROPERTY, THE BENEFICIAL USE AND ENJOYMENT OF WHICH IS RESERVED IN WHOLE OR AS AN APPORTIONMENT TO THE SEPARATELY OWNED LOTS, PARCELS OR AREA WITHIN THE PLANNED DEVELOPMENT, EVEN THOUGH SUCH BE OTHERWISE DESIGNATED ON THE PLAT BY TERMS SUCH AS "OUTLOTS", "COMMON ELEMENTS", "OPEN SPACE", "OPEN AREA", "COMMON GROUND", "PARKING" AND "COMMON AREA". THE TERM "COMMON AREA OR AREAS", AND "COMMON ELEMENTS" INCLUDE REAL PROPERTY SURFACED WITH INTERIOR DRIVEWAYS AND WALKWAYS, BUT EXCLUDES REAL PROPERTY PHYSICALLY OCCUPIED BY A BUILDING, SERVICE BUSINESS DISTRICT OR STRUCTURES SUCH AS A POOL, RETENTION POND OR MECHANICAL EQUIPMENT.

RELOCATION OF FACILITIES WILL BE DONE BY GRANTEES AT COST OF THE GRANTOR/LOT OWNER, UPON WRITTEN REQUEST.

(R) RECORD (M) MEASURED

P.U. & D. EASEMENT PUBLIC UTILTITY & DRAINAGE EASEMENT

MORTGAGEE'S CERTIFICATE

STATE OF ILLINOIS)
) SS
COUNTY OF LAKE)

THE UNDERSIGNED MORTGAGEE(S) HEREBY CONSENT TO AND APPROVE THE SUBDIVISION AND PLATTING OF THE PROPERTY DESCRIBED HEREON.

DATED AT _____.

DATED THIS _____ DAY OF _____, 2026,

_____
MORTGAGEE SIGNATURE

_____
TITLE

MORTGAGEE'S NOTARY CERTIFICATE

STATE OF ILLINOIS)
) SS
COUNTY OF LAKE)

THIS IS TO CERTIFY THAT I, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY, IN THE STATE AFORESAID, DOES HEREBY CERTIFY THAT _____, WHO IS(ARE) PERSONALLY KNOWN TO ME TO BE _____ OF _____ WHO IS THE MORTGAGEE, AND PERSONALLY KNOW TO ME TO BE THE SAME PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT, APPEARED BEFORE ME THIS DAY IN PERSON AND SEVERALLY ACKNOWLEDGED THAT AS SUCH AND

_____ THEY SIGNED AND DELIVERED THE SAID INSTRUMENT AS
_____ AND _____ TO BE AFFIXED THERETO, PURSUANT TO

AUTHORITY GIVEN BY THE BOARD OF DIRECTORS OF SAID _____ AS THEIR FREE AND

VOLUNTARY ACT AND DEED OF SAID _____ FOR THE USES AND PURPOSES THEREIN SET FORTH.

GIVEN UNDER MY HAND AND NOTARIAL SEAL

DATED THIS _____ DAY OF _____, 2026,

_____
NOTARY PUBLIC

MY COMMISSION EXPIRES: _____

PLAN AND DESIGN COMMISSION CERTIFICATE

STATE OF ILLINOIS)
) SS
COUNTY OF LAKE)

APPROVED BY THE PLAN AND DESIGN COMMISSION OF THE CITY OF HIGHLAND PARK

ON THE _____ DAY OF _____, 20____.

BY: _____ (CHAIR) ATTEST: _____ (SECRETARY)

NAME: _____ NAME: _____

CITY COLLECTOR CERTIFICATE

STATE OF ILLINOIS)
) SS
COUNTY OF LAKE)

I, _____, COLLECTOR OF THE CITY OF HIGHLAND PARK, ILLINOIS, DO HEREBY CERTIFY THAT I FIND NO DEFERRED INSTALLMENTS OF OUTSTANDING UNPAID SPECIAL ASSESSMENTS AGAINST ANY OF THE REAL ESTATE INCLUDED IN THE PLAT HEREON DRAWN.

DATED AT HIGHLAND PARK, ILLINOIS THIS DAY OF _____, A.D. 20____.

_____
CITY COLLECTOR, HIGHLAND PARK, IL

COUNTY CLERK CERTIFICATE

STATE OF ILLINOIS)
) SS
COUNTY OF LAKE)

I, _____ COUNTY CLERK OF LAKE COUNTY, ILLINOIS, DO HEREBY CERTIFY THAT THERE ARE NO DELINQUENT GENERAL TAXES, UNPAID CURRENT GENERAL TAXES, DELINQUENT SPECIAL ASSESSMENTS OR UNPAID CURRENT SPECIAL ASSESSMENTS AGAINST ANY OF THE LAND INCLUDED IN THE DESCRIBED PROPERTY. I FURTHER CERTIFY THAT I HAVE RECEIVED ALL STATUTORY FEES IN CONNECTION WITH THE PLAT.

GIVEN UNDER MY HAND AND SEAL OF THE COUNTY CLERK OF LAKE COUNTY, ILLINOIS.

THIS _____ DAY OF _____, A.D. 20____.

_____
LAKE COUNTY CLERK

OWNER CERTIFICATE

STATE OF ILLINOIS)
) SS
COUNTY OF LAKE)

I (WE) _____ AND _____, DO HEREBY CERTIFY THAT WE ARE THE OWNER (S) OF THE PROPERTY DESCRIBED HEREON AND THAT WE HAVE CAUSED THE SAID PROPERTY TO BE SURVEYED AND CONSOLIDATED AS SHOWN HEREON.

_____ DAY OF _____, A.D. 20____.

_____ OWNER _____ OWNER

_____ ADDRESS _____ CITY _____ ZIP

SCHOOL DISTRICT CERTIFICATE

STATE OF ILLINOIS)
) SS
COUNTY OF LAKE)

THIS IS TO CERTIFY THAT I (WE) _____, AS OWNER OF THE PROPERTY DESCRIBED AS THE _____, AND LEGALLY DESCRIBED ON THE PLAT OF THE SAME NAME, HAVE DETERMINED TO THE BEST OF OUR KNOWLEDGE THE SCHOOL DISTRICT IN WHICH EACH THE FOLLOWING LOTS LIE.

LOT NO.	SCHOOL DISTRICTS ELEMENTARY	HIGH SCHOOL
_____	NORTH SHORE SCHOOL DISTRICT 112	TOWNSHIP HIGH SCHOOL DISTRICT 113

CERTIFICATE OF OWNERSHIP AND SCHOOL DISTRICT CERTIFICATE

STATE OF ILLINOIS)
) SS
COUNTY OF LAKE)

THE UNDERSIGNED, BEING THE OWNER(S) OF THE PROPERTY DESCRIBED HEREON, DO HEREBY CERTIFY THAT THEY HAVE CAUSED THE SAME TO BE SURVEYED, CONSOLIDATED AND PLATTED AS SHOWN HEREON FOR THE USES AND PURPOSES THEREIN SET FORTH.

ALSO, THIS IS TO CERTIFY THAT TO THE BEST OF THE OWNER'S KNOWLEDGE AND BELIEF, SAID SUBDIVISION LIES ENTIRELY WITHIN THE LIMITS OF:
- NORTH SHORE SCHOOL DISTRICT 112
- TOWNSHIP HIGH SCHOOL DISTRICT 112

DATED THIS _____ DAY OF _____, A.D. 2026.

_____
OWNER SIGNATURE

_____
OWNER SIGNATURE

NOTARY CERTIFICATE

STATE OF ILLINOIS)
) SS
COUNTY OF LAKE)

I, _____, A NOTARY PUBLIC, DO HEREBY CERTIFY THAT _____ AND _____, AS OWNER(S) OF THE PROPERTY COMMONLY KNOWN AS _____, HIGHLAND PARK, ILLINOIS, APPEARED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED THE EXECUTION OF THESE STATEMENTS AS HIS/HER FREE AND VOLUNTARY ACT.

GIVEN UNDER MY HAND AND NOTARIAL SEAL

THIS _____ DAY OF _____, A.D. 20____.

_____
NOTARY PUBLIC (SEAL)

MY COMMISSION EXPIRES: _____

TOTAL AREA LOT 1 = 24,000 SQUARE FEET OR 0.551 ACRES

CITY CERTIFICATE

STATE OF ILLINOIS)
) SS
COUNTY OF LAKE)

I, _____, MAYOR OF THE CITY OF HIGHLAND PARK, ILLINOIS, DO HEREBY CERTIFY THAT THE PLAT WAS PRESENTED TO, AND BY RESOLUTION, DULY APPROVED, BY THE CITY COUNCIL AT ITS MEETING HELD ON _____, 20____.

IN WITNESS WHEREOF, I HAVE HERETO SET MY HAND AND THE SEAL OF THE CITY OF HIGHLAND PARK, ILLINOIS, THIS _____ DAY OF _____, A.D. 20____.

BY: _____ (MAYOR)

NAME: _____ (CITY CLERK) NAME: _____ (SEAL)

CITY ENGINEER CERTIFICATE

STATE OF ILLINOIS)
) SS
COUNTY OF LAKE)

I, _____, CITY ENGINEER OF THE CITY OF HIGHLAND PARK, DO HEREBY APPROVE THIS PLAT WHICH MEETS THE MINIMUM REQUIREMENT OF THE CITY.

APPROVED BY THE CITY ENGINEER OF THE CITY OF HIGHLAND PARK, LAKE COUNTY, ILLINOIS THIS _____ DAY OF _____, A.D. 20____.

_____
CITY ENGINEER

PERMISSION TO RECORD CERTIFICATE

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, ANDRZEJ F. SPIEWAK, AN ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 035.003178, DO HEREBY GRANT PERMISSION TO THE CITY OF HIGHLAND PARK TO RECORD THIS PLAT.

DATED THIS 15TH DAY OF JUNE, A.D. 2026.

_____
ANDRZEJ F. SPIEWAK LICENSE NO. 035.003178
ILLINOIS PROFESSIONAL LAND SURVEYOR
LICENSE RENEWAL DATE 11/30/2026

PROFESSIONAL DESIGN FIRM, LAND SURVEYING
CORPORATION, LICENSE NO. 184.006518
LICENSE RENEWAL DATE 04/30/2027

SURVEYOR'S CERTIFICATE

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, ANDRZEJ F. SPIEWAK, AN ILLINOIS PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT I HAVE SURVEYED AND CONSOLIDATED THE FOLLOWING DESCRIBED PROPERTY:

PARCEL 1:

THE WEST 60 FEET OF THE EAST 80 FEET OF LOT 6 IN LAKE VIEW TERRACE SUBDIVISION OF PART OF LOT 2 IN THE SUBDIVISION OF LOTS 133, 134, 135, 136 AND 137 IN SOUTH HIGHLAND ADDITION TO HIGHLAND PARK, IN THE NORTHWEST 1/4 OF SECTION 31, TOWNSHIP 43 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 16, 1923, AS DOCUMENT 222748, IN BOOK "L" OF PLATS, PAGE 61, IN LAKE COUNTY, ILLINOIS.

PARCEL 2:

LOT 6 (EXCEPT THE WEST 20 FEET AND EXCEPT THE WEST 60 FEET OF THE EAST 80 FEET THEREOF), ALSO LOT 5 (EXCEPT THE EAST 60 FEET THEREOF) IN LAKE VIEW TERRACE SUBDIVISION OF PART OF LOT 2 IN THE SUBDIVISION OF LOTS 133, 134, 135, 136 AND 137 IN SOUTH HIGHLAND ADDITION TO HIGHLAND PARK, IN THE NORTHWEST 1/4 OF SECTION 31, TOWNSHIP 43 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 16, 1923, AS DOCUMENT 222748, IN BOOK "L" OF PLATS, PAGE 61, IN LAKE COUNTY, ILLINOIS.

DIMENSIONS ARE SHOWN IN FEET AND DECIMAL PARTS THEREOF AND ARE CORRECT AT DEGREES FAHRENHEIT. BY GRAPHIC PLOTTING ONLY, THIS PART OF PROPERTY IS LOCATED IN ZONE "X", IN THE AREA DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN, PER THE FEDERAL EMERGENCY MANAGEMENT AGENCY, PER FLOOD INSURANCE RATE MAP: CITY OF HIGHLAND PARK, COMMUNITY NUMBER: 170367, PANEL: 0292, SUFFIX: L, MAP 17097C0292L, MAP REVISED: OCTOBER 5, 2023. NO PORTION OF THE ABOVE-MENTIONED PROPERTY IS LOCATED WITHIN A FLOOD ZONE.

I FURTHER CERTIFY THAT THIS SUBDIVISION IS LOCATED WITHIN THE CORPORATE LIMITS OF THE CITY OF HIGHLAND PARK.

THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A "BOUNDARY SURVEY".

DATED THIS 30TH DAY OF JULY, A.D. 2026.

_____
ANDRZEJ F. SPIEWAK LICENSE NO. 035.003178
ILLINOIS PROFESSIONAL LAND SURVEYOR
LICENSE RENEWAL DATE 11/30/2026

PROFESSIONAL DESIGN FIRM, LAND SURVEYING
CORPORATION, LICENSE NO. 184.006518
LICENSE RENEWAL DATE 04/30/2027

ANDREW J. SPIEWAK 3178 PROFESSIONAL LAND SURVEYOR STATE OF ILLINOIS PARK RIDGE

DATE ISSUED: 06-15-2026

REVISION:
1. 07-30-2026

ANDREW SPIEWAK LAND SURVEYOR, INC.
PROFESSIONAL DESIGN FIRM
LICENSE NO.:184.006518
1030 W. HIGGINS RD. SUITE 218, PARK RIDGE, IL 60068
phone: (773) 853-2672
phone: (630) 351-9489
www.landsurveyors.pro
andrew@landsurveyors.pro

To Whom This May Concern:

We are requesting the consolidation of our two contiguous lots so that we may do a small addition on our home. We would like to do a first floor addition of an office and a mudroom and plan to move forward with this following consolidation. My husband and I both work from home most days and need additional working space.

We have been operating for eighteen years as if the property is one consolidated property. We hope you will allow us to move forward with this consolidation which was originally approved by HP when we first acquired 65 lakeview Terrace in 2008.

Sincerely,

Joan Bergman

Joan Bergman


77
Lakeview Terrace







SPIEWAK CONSULTING
PROFESSIONAL DESIGN FIRM
LICENSE NO.:184.006518
1030 W. HIGGINS RD. SUITE 218, PARK RIDGE, IL 60068
phone: (773) 853-2672
phone: (630) 351-9489
www.landsurveyors.pro
andrew@landsurveyors.pro

PLAT OF SURVEY

by

ANDREW SPIEWAK LAND SURVEYOR, INC.

of

BEARINGS ARE SHOWN FOR ANGULAR REFERENCE ONLY AND ARE NOT RELATED TO TRUE OR MAGNETIC NORTH.

PARCEL 1:

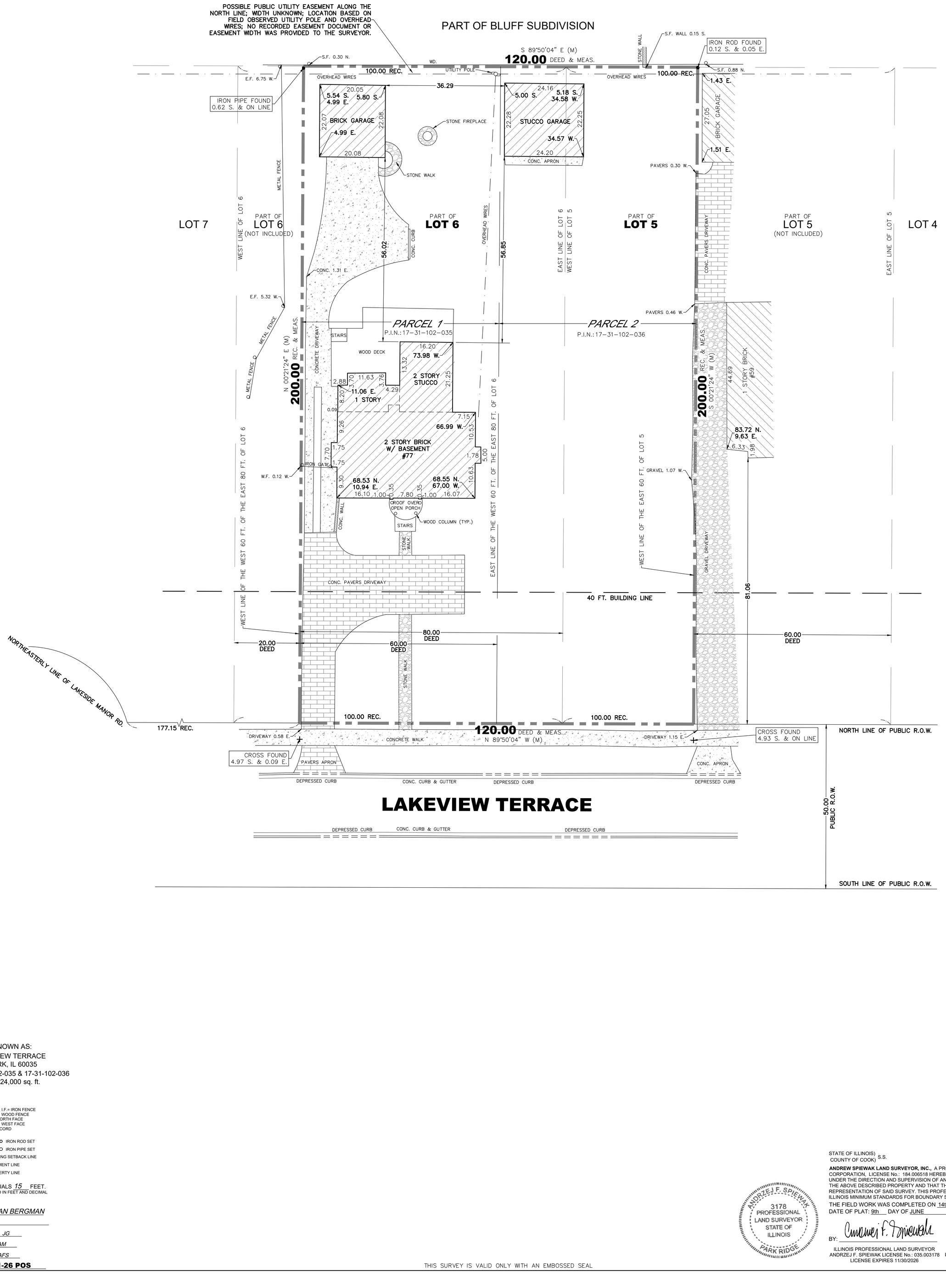
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COMMONLY KNOWN AS: 77 LAKEVIEW TERRACE, HIGHLAND PARK, IL 60035
P.I.N.: 17-31-102-035-0000

PARCEL 2:

LOT 6 (EXCEPT THE WEST 20 FEET AND EXCEPT THE WEST 60 FEET OF THE EAST 80 FEET THEREOF), ALSO LOT 5 (EXCEPT THE EAST 60 FEET THEREOF) IN LAKE VIEW TERRACE SUBDIVISION OF PART OF LOT 2 IN THE SUBDIVISION OF LOTS 133, 134, 135, 136 AND 137 IN SOUTH HIGHLAND ADDITION TO HIGHLAND PARK, IN THE NORTHWEST 1/4 OF SECTION 31, TOWNSHIP 43 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 16, 1923, AS DOCUMENT 222748, IN BOOK "L" OF PLATS, PAGE 61, IN LAKE COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 65 LAKEVIEW TERRACE, HIGHLAND PARK, IL 60035
P.I.N.: 17-31-102-036-0000



COMMONLY KNOWN AS:
65 & 77 LAKEVIEW TERRACE
HIGHLAND PARK, IL 60035
P.I.N. 17-31-102-035 & 17-31-102-036
LAND AREA ± 24,000 sq. ft.

LEGEND

FENCE
C.L.= CHAIN LINK FENCE, I.F.= IRON FENCE
V.F.= VINYL FENCE, WD.= WOOD FENCE
E.F.= EAST FACE, N.F.= NORTH FACE
S.F.= SOUTH FACE, W.F.= WEST FACE
(M)= MEASURED (R)= RECORD
CROSS FOUND & SET
IRON ROD FOUND — IRON ROD SET
IRON PIPE FOUND — IRON PIPE SET
BUILDING SETBACK LINE
EASEMENT LINE
PROPERTY LINE

SCALE: 1 INCH EQUALS 15 FEET.
DISTANCES ARE MARKED IN FEET AND DECIMAL PARTS THEREOF.

ORDERED BY: JOAN BERGMAN
ORGANIZATION: _____
SURVEYED BY: JG
DRAWN BY: RAM
CHECKED BY: AFS
PROJECT No: **201-26 POS**

THIS SURVEY IS VALID ONLY WITH AN EMBOSSED SEAL

ANDRZEJ F. SPIEWAK 3178 PROFESSIONAL LAND SURVEYOR STATE OF ILLINOIS PARK RIDGE

STATE OF ILLINOIS) S.S.
COUNTY OF COOK)

ANDREW SPIEWAK LAND SURVEYOR, INC., A PROFESSIONAL DESIGN FIRM, LAND SURVEYING CORPORATION, LICENSE No.: 184.006518 HEREBY CERTIFIES THAT A SURVEY HAS BEEN MADE UNDER THE DIRECTION AND SUPERVISION OF AN ILLINOIS PROFESSIONAL LAND SURVEYOR OF THE ABOVE DESCRIBED PROPERTY AND THAT THE PLAT HEREON DRAWN IS A CORRECT REPRESENTATION OF SAID SURVEY. THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR BOUNDARY SURVEYS.

THE FIELD WORK WAS COMPLETED ON 14th DAY OF MAY A.D. 2026 .
DATE OF PLAT: 9th DAY OF JUNE A.D. 2026 .

BY: _____

ILLINOIS PROFESSIONAL LAND SURVEYOR
ANDRZEJ F. SPIEWAK LICENSE No.: 035.003178
LICENSE EXPIRES 11/30/2026

PROFESSIONAL DESIGN FIRM
LAND SURVEYING CORPORATION, No.: 184.006518
LICENSE EXPIRES 04/30/2027

TOPOGRAPHIC SURVEY

by

ANDREW SPIEWAK LAND SURVEYOR, INC.

of

PARCEL 1:

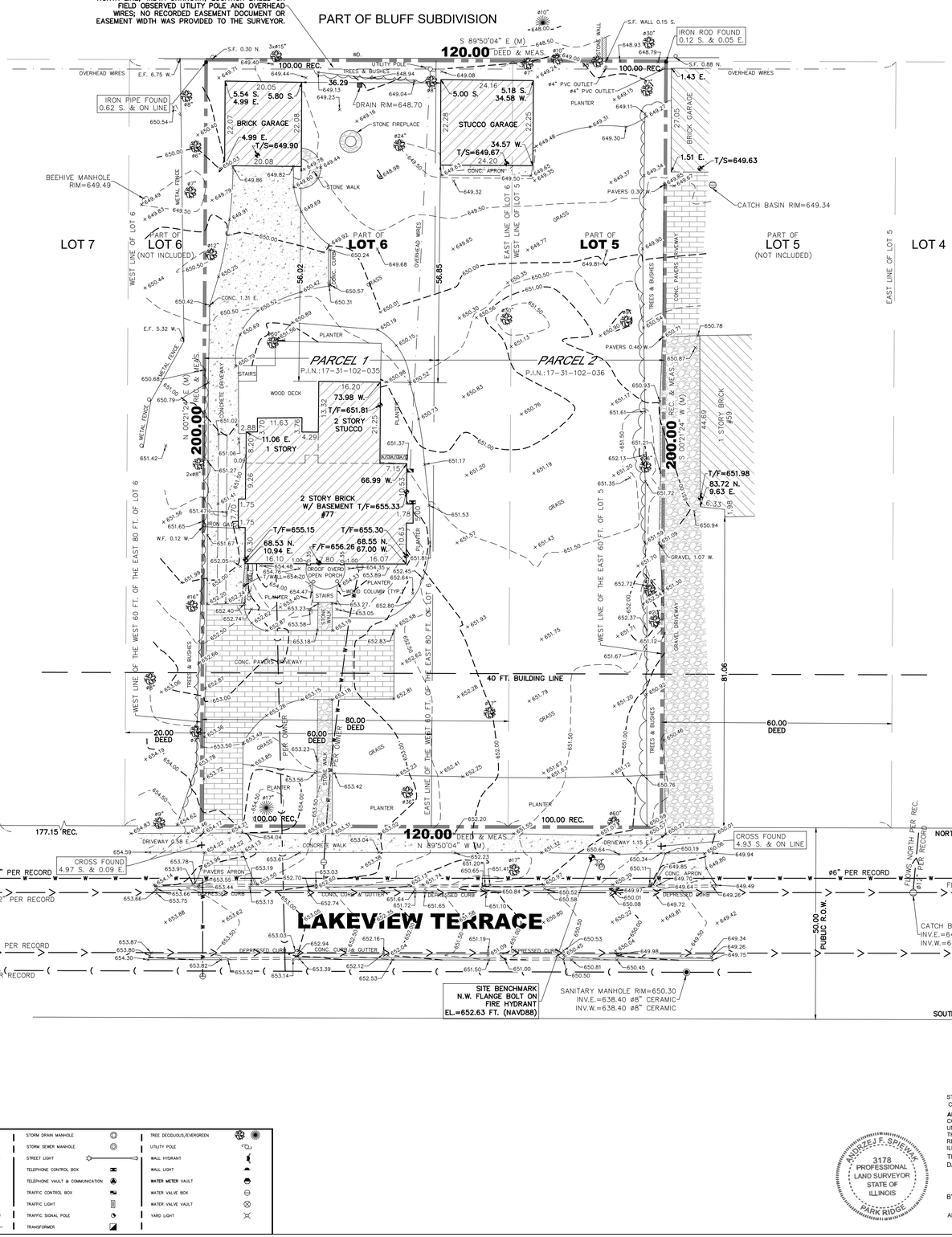
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COMMONLY KNOWN AS: 77 LAKEVIEW TERRACE, HIGHLAND PARK, IL 60035
P.I.N.: 17-31-102-035-0000

PARCEL 2:

LOT 6 (EXCEPT THE WEST 20 FEET AND EXCEPT THE WEST 60 FEET OF THE EAST 80 FEET THEREOF), ALSO LOT 5 (EXCEPT THE EAST 60 FEET THEREOF) IN LAKE VIEW TERRACE SUBDIVISION OF PART OF LOT 2 IN THE SUBDIVISION OF LOTS 133, 134, 135, 136 AND 137 IN SOUTH HIGHLAND ADDITION TO HIGHLAND PARK, IN THE NORTHWEST 1/4 OF SECTION 31, TOWNSHIP 43 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 16, 1923, AS DOCUMENT 222748, IN BOOK "L" OF PLATS, PAGE 61, IN LAKE COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 65 LAKEVIEW TERRACE, HIGHLAND PARK, IL 60035
P.I.N.: 17-31-102-036-0000



GENERAL NOTES:

1. THE LOCATION OF UNDERGROUND UTILITIES SHOWN HEREON IS BASED ONLY ON ABOVE GROUND EVIDENCE, TOGETHER WITH EVIDENCE FROM PLANS OBTAINED FROM UTILITY COMPANIES OR PROVIDED BY CLIENT, AND MARKINGS BY UTILITY COMPANIES AND OTHER APPROPRIATE SOURCES (IF NOTED HEREON). THE SURVEYOR MAKES NO GUARANTEE THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED.

2. ALL ELEVATIONS REFER TO CITY OF HIGHLAND PARK SURVEY BENCHMARK MAP FEBRUARY 2019.

3. SITE BENCHMARK
N.W. BOLT ON FIRE HYDRANT
SEE DRAWING

LEGEND

C = CURB	MEAS. = MEASURED	CABLE TV	CTV	BEEHIVE	ELECTRIC VAULT	GUY POLE	LIGHT POLE	STORM DRAIN MANHOLE	TREE DECIDUOUS/EVERGREEN
CL. = CHAIN LINK	N.F. = NORTH FACE	COMBINED SEWER		BENCH MARK	ELECTRIC CONTROL BOX	INLET	MAIL BOX	STORM SEWER MANHOLE	UTILITY POLE
CONC. = CONCRETE	O.H. = OVERHEAD	ELECTRIC LINE	E	BUMPER GUARD	FENCE	INLET ROUND	MANHOLE – UNCLASSIFIED	STREET LIGHT	WALL HYDRANT
DS = DOWN SPOUT	P = PAVEMENT	EXIST. GRADE/CONTOUR	xxxx.xx xxx.x	CABLE TV CONTROL BOX	FIRE HYDRANT	IRON ROD FOUND	PARKING METER	TELEPHONE CONTROL BOX	WALL LIGHT
E.F. = EAST FACE	REC. = RECORD	GAS MAIN	G	CATCH BASIN	GAS MANHOLE	IRON ROD SET	PATH. FOUND	TELEPHONE VAULT & COMMUNICATION	WATER METER VAULT
EP = EDGE OF PAVEMENT	S.F. = SOUTH FACE	OVERHEAD WIRES	O.H. WIRES	CITY ELECTRIC MANHOLE	GAS METER	IRON PIPE FOUND	PATH. SET	TRAFFIC CONTROL BOX	WATER VALVE BOX
F = FLOW LINE	T/S = TOP OF SLAB	SANITARY SEWER	S	CLEAN OUT	GAS VALVE BOX	IRON PIPE SET	SANITARY SEWER MANHOLE	TRAFFIC LIGHT	WATER VALVE VAULT
F/F = FINISH FLOOR	T/F = TOP OF FOUNDATION	STORM SEWER		COMBINED SEWER MANHOLE	GAS VALVE VAULT	ITEM NUMBER (#12)	SHRUB	TRAFFIC SIGNAL POLE	YARD LIGHT
G = GROUND	W = WALK	TELEPHONE LINE	T	CROSS FOUND & SET	GUARD RAIL	LIGHT CONTROL BOX	SIGN	TRANSFORMER	
I.P. = IRON PIPE	WD. = WOOD	WATERMAIN	W						
I.R. = IRON ROD	W.F. = WEST FACE	PROPERTY LINE							

BEARINGS ARE SHOWN FOR ANGULAR REFERENCE ONLY AND ARE NOT RELATED TO TRUE OR MAGNETIC NORTH.

SPIEWAK CONSULTING
PROFESSIONAL DESIGN FIRM
1030 W. HIGGINS RD., PARK RIDGE, IL 60068
phone: (773) 853-2872
phone: (630) 351-9489
www.landsurveyors.pro
andrew@landsurveyors.pro

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GENERAL NOTES:

1) THE LOCATION OF UNDERGROUND UTILITIES SHOWN HEREON IS BASED ON ABOVE GROUND EVIDENCE ONLY. THE SURVEYOR MAKES NO GUARANTEE THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED

2) BEARINGS (IF SHOWN) ARE FOR ANGULAR REFERENCE ONLY AND ARE NOT RELATED TO TRUE OR MAGNETIC NORTH.

CALL JULIE TOLL FREE
1 (800) 892-0123
OPERATES 24 HOURS A DAY 365 DAYS A YEAR



CALL
1 (800) 892-0123
48 HOURS BEFORE YOU DIG

DRAWING REVISIONS			
No.	DATE	DESCRIPTION	BY
1			

TOPOGRAPHIC SURVEY

LAND AREA: ±24,000 SQ. FT.
P.I.N.: 17-31-102-035 & 17-31-102-036
65 & 77 LAKEVIEW TERRACE
HIGHLAND PARK, IL 60035

ORDERED BY: *JOAN BERGMAN*

SURVEYED BY: *JG*
DRAWN BY: *RAM*
REVIEWED BY: *AFS*

ORDER No: *201-26 TOPO*

SCALE: *1" = 15'*
DISTANCES ARE MARKED IN FEET AND DECIMAL PARTS THEREOF

SHEET No. 1 of 1

STATE OF ILLINOIS) S.S.
COUNTY OF COOK)

ANDREW SPIEWAK LAND SURVEYOR, INC., A PROFESSIONAL DESIGN FIRM, LAND SURVEYING CORPORATION, LICENSE No.: 184.006518 HEREBY CERTIFIES THAT A SURVEY HAS BEEN MADE UNDER THE DIRECTION AND SUPERVISION OF AN ILLINOIS PROFESSIONAL LAND SURVEYOR OF THE ABOVE DESCRIBED PROPERTY AND THAT THE PLAT HEREON DRAWN IS A CORRECT REPRESENTATION OF SAID SURVEY. THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR BOUNDARY SURVEYS.

THE FIELD WORK WAS COMPLETED ON 14th DAY OF MAY A.D. 2026 .
DATE OF PLAT: 9th DAY OF JUNE A.D. 2026 .

BY: _____

ILLINOIS PROFESSIONAL LAND SURVEYOR
ANDRZEJ F. SPIEWAK LICENSE No.: 035.003178
LICENSE EXPIRES 11/30/2026

PROFESSIONAL DESIGN FIRM
LAND SURVEYING CORPORATION, No.: 184.006518
LICENSE EXPIRES 04/30/2027

City of Highland Park

Planning Division

Department of Community Development
1150 Half Day Rd.
Highland Park, Illinois 60035
847.432.0808
cityhpil.com

Date: August 7, 2026
To: Steven J. Kerch, Chair of the Plan and Design Commission
From: Patrick Hoffmann, Planner II
Subject: 77 and 65 Lakeview Ter | SUB-2026-00015

RECOMMENDATION:

Staff recommend the Chair provide a written recommendation, via signature of the following document, per Section 150.005(E)(1)(a) for a proposed Minor Plat of Subdivision with no requested subdivision variations.

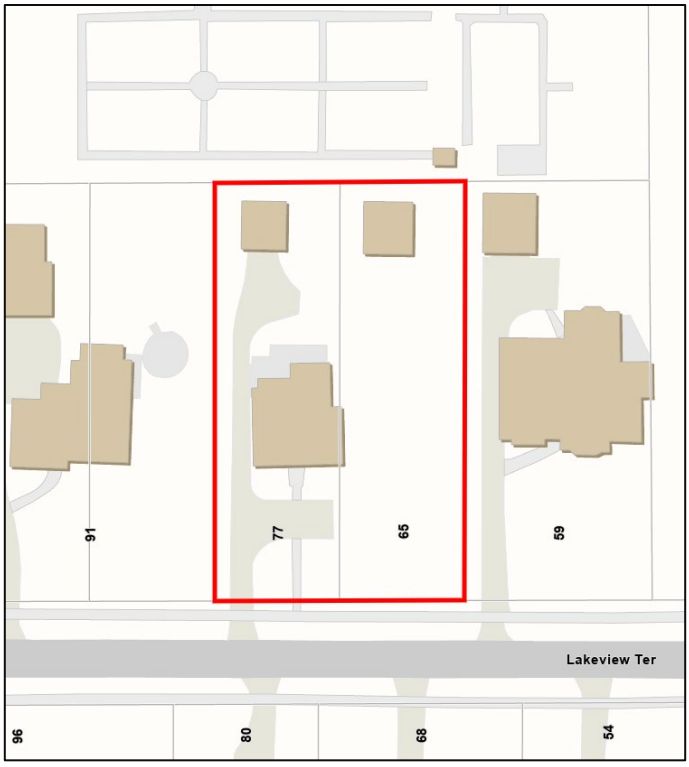
SUMMARY AND BACKGROUND:

Applicant/Owner: Joan Bergman

Location: 77 and 65 Lakeview Terrace

Zoning: R5, Moderate Density Single Family Residential District

The Applicant requests the consideration of the consolidation of the properties 77 and 65 Lakeview Ter with the intention of adding a mall addition to their existing home. In 2008, the applicant received approval for this consolidation, however, the Plat of Subdivision was never recorded. Therefore, the proposed Plat of Subdivision must be reviewed and approved by City Council. No Chapter 151 Subdivision or Chapter 150 Zoning Code variations are being requested. As this is a one-lot subdivision (lot consolidation), the proposed Plat of Subdivision is eligible for an expedited procedure and meets all the requirements per Section 150.005.



Fiscal Stability | Public Safety | Economic Development | Infrastructure Investment | Environmental Sustainability | Vibrancy

Zoning District Requirements

Standard	Requirement	Proposed
Lot Dimensions	12,000 sf	24,000 sf
Density - Min. lot area per dwelling unit	12,000 sf	24,000 sf
Minimum front yard	40'	Complies
Minimum side yard	25% Lot Width, but no less than 12'	Complies
Minimum rear yard	35'	Complies
Floor Area Ratio	6,640 sf	Complies

Subdivision Requirements

Standard	Requirement	Proposed	Notes
lot shape	4 sides	4	complies
lot depth	125'	200	complies
zoning density	12,000	24,000	complies
zoning width	75'	120'	complies
creation of nonconformities	none allowed	none	complies
tableland	20% or more	complies	complies
frontage on a public street	frontage required	complies	complies
established property width average	103	120	complies
streets and alleys and pedesterian ways	ROW dedication not required	no PW objections	complies
other public access use areas and facilities	no comments from PW	no PW objections	complies
utility and drainage easements	new lots proposed	easements proposed	complies
lot-in-depth standards	not applicable	not applicable	complies
Other Review Notes:			
flood plain	none	no flood plain on property	complies
required infrastructure improvements	none	no PW objections	complies

ATTACHMENTS:

1. **Proposed Plat of Subdivision**
2. **Hardship Letter**
3. **Plat of Survey**
4. **Topographic Survey**
5. **Property Photos**

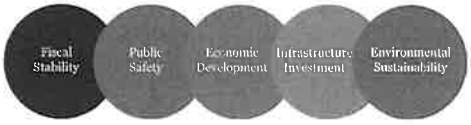
WRITTEN RECOMMENDATION:

Recommended by:

Patrick Hoffmann
Planner II
City of Highland Park

Approved by:

Steven J. Kerch
Chair of the Plan and Design Commission
City of Highland Park

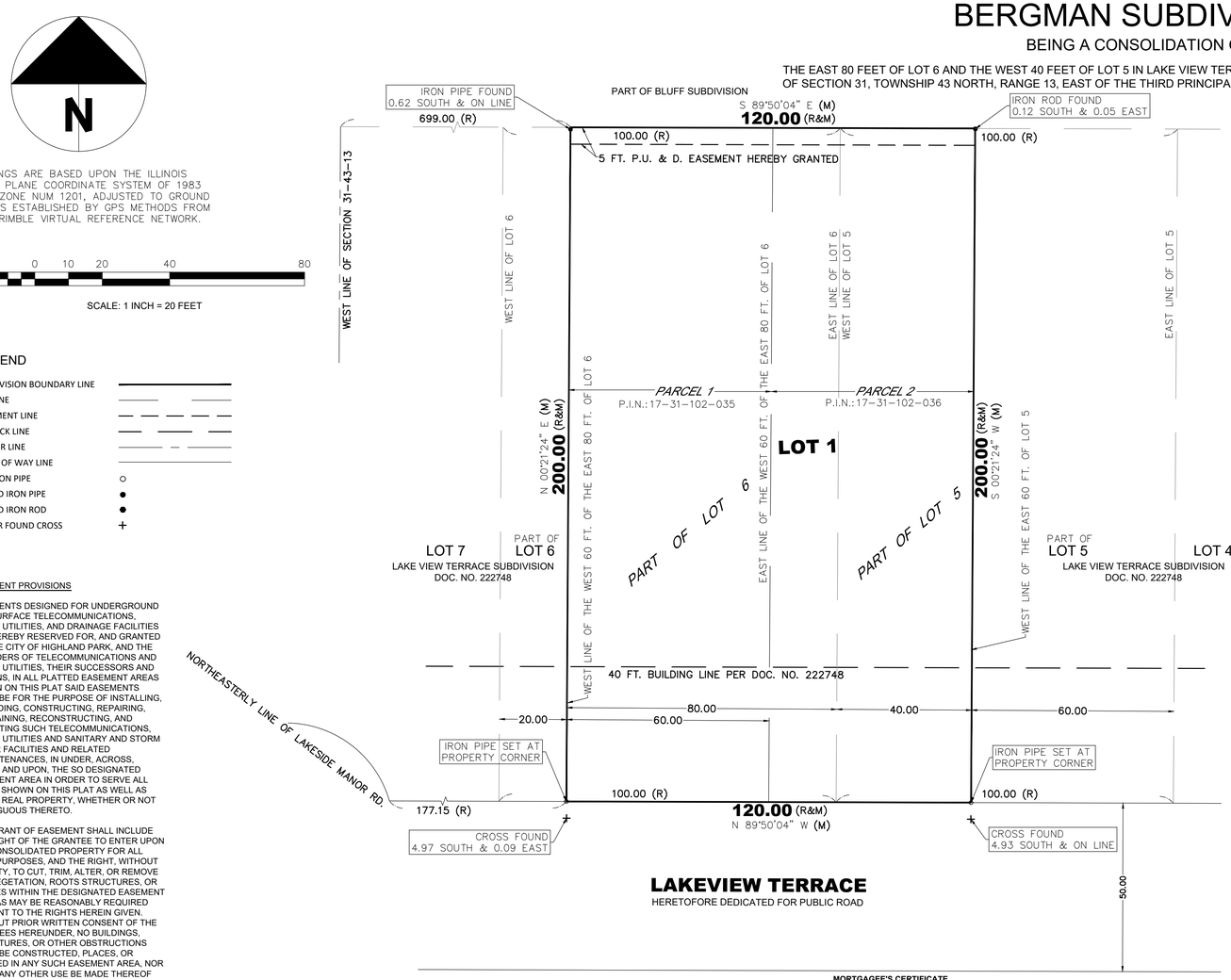


BERGMAN SUBDIVISION

BEING A CONSOLIDATION OF

THE EAST 80 FEET OF LOT 6 AND THE WEST 40 FEET OF LOT 5 IN LAKE VIEW TERRACE SUBDIVISION IN THE NORTHWEST 1/4 OF SECTION 31, TOWNSHIP 43 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN IN LAKE COUNTY, ILLINOIS.

RECORDER'S SPACE



LAKEVIEW TERRACE

HERETOFORE DEDICATED FOR PUBLIC ROAD

LEGEND

SUBDIVISION BOUNDARY LINE	———
LOT LINE	——— ———
EASEMENT LINE	— — — — —
SETBACK LINE	——— ——— ———
CENTER LINE	——— – ———
RIGHT OF WAY LINE	———
SET IRON PIPE	○
FOUND IRON PIPE	●
FOUND IRON ROD	●
SET OR FOUND CROSS	+

(R) RECORD
(M) MEASURED
P.U. & D. EASEMENT
PUBLIC UTILTITY & DRAINAGE EASEMENT

EASEMENT PROVISIONS

EASEMENTS DESIGNED FOR UNDERGROUND AND SURFACE TELECOMMUNICATIONS, PUBLIC UTILITIES, AND DRAINAGE FACILITIES ARE HEREBY RESERVED FOR, AND GRANTED TO, THE CITY OF HIGHLAND PARK, AND THE PROVIDERS OF TELECOMMUNICATIONS AND PUBLIC UTILITIES, THEIR SUCCESSORS AND ASSIGNS, IN ALL PLATTED EASEMENT AREAS SHOWN ON THIS PLAT SAID EASEMENTS SHALL BE FOR THE PURPOSE OF INSTALLING, EXTENDING, CONSTRUCTING, REPAIRING, MAINTAINING, RECONSTRUCTING, AND OPERATING SUCH TELECOMMUNICATIONS, PUBLIC UTILITIES AND SANITARY AND STORM SEWER FACILITIES AND RELATED APPURTENANCES, IN UNDER, ACROSS, ALONG AND UPON, THE SO DESIGNATED EASEMENT AREA IN ORDER TO SERVE ALL AREAS SHOWN ON THIS PLAT AS WELL AS OTHER REAL PROPERTY, WHETHER OR NOT CONTIGUOUS THERETO.

THIS GRANT OF EASEMENT SHALL INCLUDE THE RIGHT OF THE GRANTEE TO ENTER UPON THE CONSOLIDATED PROPERTY FOR ALL SUCH PURPOSES, AND THE RIGHT, WITHOUT LIABILITY, TO CUT, TRIM, ALTER, OR REMOVE ANY VEGETATION, ROOTS STRUCTURES, OR DEVICES WITHIN THE DESIGNATED EASEMENT AREA AS MAY BE REASONABLY REQUIRED INCIDENT TO THE RIGHTS HEREIN GIVEN. WITHOUT PRIOR WRITTEN CONSENT OF THE GRANTEES HEREUNDER, NO BUILDINGS, STRUCTURES, OR OTHER OBSTRUCTIONS SHALL BE CONSTRUCTED, PLACES, OR PLANTED IN ANY SUCH EASEMENT AREA, NOR SHALL ANY OTHER USE BE MADE THEREOF WHICH WILL INTERFERE WITH THE EASEMENTS RESERVED AND GRANTED HEREBY.

NORTH SHORE GAS EASEMENT CERTIFICATE

AN EASEMENT IS HEREBY RESERVED FOR AND GRANTED TO THE NORTH SHORE GAS COMPANY

ITS SUCCESSORS AND ASSIGNS, TO INSTALL, CONSTRUCT, RECONSTRUCT, OPERATE, MAINTAIN, INSPECT, REPAIR, RENEW, REPLACE, ALTER, REMOVE, CHANGE THE SIZE OF OR ABANDON IN PLACE PIPELINES, GAS MAINS, SERVICE PIPES, AND SUCH DRIPS, VALVES, VALVE BOXES, FITTINGS, METERS, REGULATORS AND OTHER EQUIPMENT AND APPURTENANCES AS MAY BE NECESSARY OR CONVENIENT FOR SUCH OPERATIONS IN, THROUGH, UNDER, ACROSS AND WITHIN ANY AREAS THAT ARE RESERVED FOR THE PURPOSE OF A UTILITY EASEMENT AND ALL ROADS, STREETS, COMMON AREAS (IF ANY) WITHIN THE SUBDIVISION TOGETHER WITH THE RIGHT TO INSTALL REQUIRED SERVICE CONNECTIONS UNDER THE SURFACE OF EACH LOT TO SERVE IMPROVEMENTS THEREON AND ALSO THE RIGHT TO ENTER UPON THE SUBDIVISION PROPERTY FOR ALL SUCH OPERATIONS. NO OBSTRUCTIONS OR STRUCTURES OF ANY KIND SHALL BE PLACED OVER GRANTEE'S FACILITIES WITHOUT THE PRIOR WRITTEN CONSENT OF GRANTEE, GRANTEE'S FACILITIES, EQUIPMENT AND APPURTENANCES, WHEN INSTALLED, WILL NOT INTERFERE WITH THE MOVEMENT OF TRAFFIC UPON SUCH ROADS, STREETS OR COMMON AREAS.

PLAT SUBMITTAL AND RETURN TO ADDRESS:

THIS PLAT SUBMITTED FOR RECORDING BY, AND RETURN TO:

NAME: CITY OF HIGHLAND PARK

ADDRESS: 1150 HALF DAY ROAD

CITY: HIGHLAND PARK

STATE: IL ZIP: 60035

PROJECT No. 201-26 CONSOLIDATION

ORDERED BY: JOAN BERGMAN
COMPANY OR ORGANIZATION:
SURVEYED BY: JG
DRAWN BY: RAM
CHECKED BY: AFS
PREPARED FOR OR OWNER:
JOAN BERGMAN
ADDRESS:
65 & 77 LAKEVIEW TERRACE
HIGHLAND PARK, IL 60035

PROPERTY ADDRESS: 65 & 77 LAKEVIEW TERRACE HIGHLAND PARK, IL 60035
PROPERTY TAX IDENTIFICATION NUMBERS: 17-31-102-035, 17-31-102-036

COMED AND PHONE EASEMENT BLOCK

EASEMENT PROVISIONS

AN EASEMENT FOR SERVING THE SUBDIVISION AND OTHER PROPERTY WITH ELECTRIC AND COMMUNICATION SERVICE IS HEREBY RESERVED FOR AND GRANTED TO

COMMONWEALTH EDISON COMPANY
AND
_____ TELEPHONE COMPANY, GRANTEES,

THEIR RESPECTIVE LICENSES, SUCCESSOR AND ASSIGNS JOINTLY AND SEVERALLY, TO CONSTRUCT, OPERATE, REPAIR, MAINTAIN, MODIFY, RECONSTRUCT, REPLACE, SUPPLEMENT, RELOCATE AND REMOVE, FROM TIME TO TIME, POLES, GUYS, ANCHORS, WIRES, CABLES, CONDUITS, MANHOLES, TRANSFORMERS, PEDESTALS, EQUIPMENT CABINETS OR OTHER FACILITIES USED IN CONNECTION WITH OVERHEAD AND UNDERGROUND TRANSMISSION AND DISTRIBUTION OF ELECTRICITY, COMMUNICATIONS, SOUNDS AND SIGNALS IN, OVER, UNDER, ACROSS, ALONG AND UPON THE SURFACE3 OF THE PROPERTY SHOWN WITHIN DASHED OR DOTTED LINES (OR SIMILAR DESIGNATION) ON THE PLAT AND MARKED "EASEMENT", "UTILITY EASEMENT", "PUBLIC UTILITY EASEMENT", "P.U.E." (OR SIMILAR DESIGNATION), THE PROPERTY DESIGNATED IN THE DECLARATION OF CONDOMINIUM AND/OR ON THIS PLAT AS "COMMON ELEMENTS", AND THE PROPERTY DESIGNATED ON THE PLAT AS "COMMON AREA OR AREAS", AND THE PROPERTY DESIGNATED ON THE PLAT FOR STREETS AND ALLEYS, WHETHER PUBLIC OR PRIVATE, TOGETHER WITH THE RIGHTS TO INSTALL REQUIRED SERVICE CONNECTIONS OVER OR UNDER THE SURFACE OF EACH LOT AND COMMON AREA OR AREAS TO SERVE IMPROVEMENTS THEREON, OR ON ADJACENT LOTS, AND COMMON AREA OR AREAS, THE RIGHT TO CUT, TRIM OR REMOVE TREES, BUSHES, ROOTS, AND SAPLINGS AND TO CLEAR OBSTRUCTIONS FROM THE SURFACE AND SUBSURFACE AS MAY BE REASONABLY REQUIRED INCIDENT TO THE RIGHTS HEREIN GIVEN, AND THE RIGHT TO ENTER UPON THE, SUBDIVIDED PROPERTY FOR ALL SUCH PURPOSES. OBSTRUCTIONS SHALL NOT BE PLACED OVER GRANTEES' FACILITIES OR IN, UPON OR OVER THE PROPERTY WITHIN THE DASHED OR DOTTED LINES (OR SIMILAR DESIGNATION) MARKED "EASEMENT", "UTILITY EASEMENT", "PUBLIC UTILITY EASEMENT", "P.U.E." (OR SIMILAR DESIGNATION) WITHOUT THE PRIOR WRITTEN CONSENT OF GRANTEES. AFTER INSTALLATION OF ANY SUCH FACILITIES, THE GRADE OF THE SUBDIVIDED PROPERTY SHALL NOT BE ALTERED IN A MANNER SO AS TO INTERFERE WITH THE PROPER OPERATION AND MAINTENANCE THEREOF.

THE TERM "COMMON ELEMENTS" SHALL HAVE THE MEANING SET FORTH FOR SUCH TERM IN THE "CONDOMINIUM PROPERTY ACT", CHAPTER 765 ILCS 605/2(C), AS AMENDED FROM TIME TO TIME.

THE TERM "COMMON AREA OR AREAS" IS DEFINED AS A LOT, PARCEL OR AREA OF REAL PROPERTY, THE BENEFICIAL USE AND ENJOYMENT OF WHICH IS RESERVED IN WHOLE OR AS AN APPORTIONMENT TO THE SEPARATELY OWNED LOTS, PARCELS OR AREA WITHIN THE PLANNED DEVELOPMENT, EVEN THOUGH SUCH BE OTHERWISE DESIGNATED ON THE PLAT BY TERMS SUCH AS "OUTLOTS", "COMMON ELEMENTS", "OPEN SPACE", "OPEN AREA", "COMMON GROUND", "PARKING" AND "COMMON AREA". THE TERM "COMMON AREA OR AREAS", AND "COMMON ELEMENTS" INCLUDE REAL PROPERTY SURFACED WITH INTERIOR DRIVEWAYS AND WALKWAYS, BUT EXCLUDES REAL PROPERTY PHYSICALLY OCCUPIED BY A BUILDING, SERVICE BUSINESS DISTRICT OR STRUCTURES SUCH AS A POOL, RETENTION POND OR MECHANICAL EQUIPMENT.

RELOCATION OF FACILITIES WILL BE DONE BY GRANTEES AT COST OF THE GRANTOR/LOT OWNER, UPON WRITTEN REQUEST.

MORTGAGEE'S CERTIFICATE

STATE OF ILLINOIS)
) SS
COUNTY OF LAKE)

THE UNDERSIGNED MORTGAGEE(S) HEREBY CONSENT TO AND APPROVE THE SUBDIVISION AND PLATTING OF THE PROPERTY DESCRIBED HEREON.

DATED AT _____.

DATED THIS _____ DAY OF _____, 2026,

_____
MORTGAGEE SIGNATURE

_____
TITLE

MORTGAGEE'S NOTARY CERTIFICATE

STATE OF ILLINOIS)
) SS
COUNTY OF LAKE)

THIS IS TO CERTIFY THAT I, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY, IN THE STATE AFORESAID, DOES HEREBY CERTIFY THAT _____, WHO IS(ARE) PERSONALLY KNOWN TO ME TO BE _____ OF _____ WHO IS THE MORTGAGEE, AND PERSONALLY KNOW TO ME TO BE THE SAME PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT, APPEARED BEFORE ME THIS DAY IN PERSON AND SEVERALLY ACKNOWLEDGED THAT AS SUCH AND

_____ THEY SIGNED AND DELIVERED THE SAID INSTRUMENT AS
_____ AND _____ TO BE AFFIXED THERETO, PURSUANT TO

AUTHORITY GIVEN BY THE BOARD OF DIRECTORS OF SAID _____ AS THEIR FREE AND

VOLUNTARY ACT AND DEED OF SAID _____ FOR THE USES AND PURPOSES THEREIN SET FORTH.

GIVEN UNDER MY HAND AND NOTARIAL SEAL

DATED THIS _____ DAY OF _____, 2026,

_____
NOTARY PUBLIC

MY COMMISSION EXPIRES: _____

PLAN AND DESIGN COMMISSION CERTIFICATE

STATE OF ILLINOIS)
) SS
COUNTY OF LAKE)

APPROVED BY THE PLAN AND DESIGN COMMISSION OF THE CITY OF HIGHLAND PARK

ON THE _____ DAY OF _____, 20____.

BY: _____ (CHAIR) ATTEST: _____ (SECRETARY)

NAME: _____ NAME: _____

CITY COLLECTOR CERTIFICATE

STATE OF ILLINOIS)
) SS
COUNTY OF LAKE)

I, _____, COLLECTOR OF THE CITY OF HIGHLAND PARK, ILLINOIS, DO HEREBY CERTIFY THAT I FIND NO DEFERRED INSTALLMENTS OF OUTSTANDING UNPAID SPECIAL ASSESSMENTS AGAINST ANY OF THE REAL ESTATE INCLUDED IN THE PLAT HEREON DRAWN.

DATED AT HIGHLAND PARK, ILLINOIS THIS DAY OF _____, A.D. 20____.

_____
CITY COLLECTOR, HIGHLAND PARK, IL

COUNTY CLERK CERTIFICATE

STATE OF ILLINOIS)
) SS
COUNTY OF LAKE)

I, _____ COUNTY CLERK OF LAKE COUNTY, ILLINOIS, DO HEREBY CERTIFY THAT THERE ARE NO DELINQUENT GENERAL TAXES, UNPAID CURRENT GENERAL TAXES, DELINQUENT SPECIAL ASSESSMENTS OR UNPAID CURRENT SPECIAL ASSESSMENTS AGAINST ANY OF THE LAND INCLUDED IN THE DESCRIBED PROPERTY. I FURTHER CERTIFY THAT I HAVE RECEIVED ALL STATUTORY FEES IN CONNECTION WITH THE PLAT.

GIVEN UNDER MY HAND AND SEAL OF THE COUNTY CLERK OF LAKE COUNTY, ILLINOIS.

THIS _____ DAY OF _____, A.D. 20____.

_____
LAKE COUNTY CLERK

OWNER CERTIFICATE

STATE OF ILLINOIS)
) SS
COUNTY OF LAKE)

I (WE) _____ AND _____, DO HEREBY CERTIFY THAT WE ARE THE OWNER (S) OF THE PROPERTY DESCRIBED HEREON AND THAT WE HAVE CAUSED THE SAID PROPERTY TO BE SURVEYED AND CONSOLIDATED AS SHOWN HEREON.

_____ DAY OF _____, A.D. 20____.

_____ OWNER _____ OWNER

_____ ADDRESS _____ CITY _____ ZIP

SCHOOL DISTRICT CERTIFICATE

STATE OF ILLINOIS)
) SS
COUNTY OF LAKE)

THIS IS TO CERTIFY THAT I (WE) _____, AS OWNER OF THE PROPERTY DESCRIBED AS THE _____, AND LEGALLY DESCRIBED ON THE PLAT OF THE SAME NAME, HAVE DETERMINED TO THE BEST OF OUR KNOWLEDGE THE SCHOOL DISTRICT IN WHICH EACH THE FOLLOWING LOTS LIE.

LOT NO.	SCHOOL DISTRICTS ELEMENTARY	HIGH SCHOOL
_____	NORTH SHORE SCHOOL DISTRICT 112	TOWNSHIP HIGH SCHOOL DISTRICT 113

CERTIFICATE OF OWNERSHIP AND SCHOOL DISTRICT CERTIFICATE

STATE OF ILLINOIS)
) SS
COUNTY OF LAKE)

THE UNDERSIGNED, BEING THE OWNER(S) OF THE PROPERTY DESCRIBED HEREON, DO HEREBY CERTIFY THAT THEY HAVE CAUSED THE SAME TO BE SURVEYED, CONSOLIDATED AND PLATTED AS SHOWN HEREON FOR THE USES AND PURPOSES THEREIN SET FORTH.

ALSO, THIS IS TO CERTIFY THAT TO THE BEST OF THE OWNER'S KNOWLEDGE AND BELIEF, SAID SUBDIVISION LIES ENTIRELY WITHIN THE LIMITS OF:
- NORTH SHORE SCHOOL DISTRICT 112
- TOWNSHIP HIGH SCHOOL DISTRICT 112

DATED THIS _____ DAY OF _____, A.D. 2026.

_____
OWNER SIGNATURE

_____
OWNER SIGNATURE

NOTARY CERTIFICATE

STATE OF ILLINOIS)
) SS
COUNTY OF LAKE)

I, _____, A NOTARY PUBLIC, DO HEREBY CERTIFY THAT _____ AND _____, AS OWNER(S) OF THE PROPERTY COMMONLY KNOWN AS _____, HIGHLAND PARK, ILLINOIS, APPEARED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED THE EXECUTION OF THESE STATEMENTS AS HIS/HER FREE AND VOLUNTARY ACT.

GIVEN UNDER MY HAND AND NOTARIAL SEAL

THIS _____ DAY OF _____, A.D. 20____.

_____
NOTARY PUBLIC (SEAL)

MY COMMISSION EXPIRES: _____

TOTAL AREA LOT 1 = 24,000 SQUARE FEET OR 0.551 ACRES

CITY CERTIFICATE

STATE OF ILLINOIS)
) SS
COUNTY OF LAKE)

I, _____, MAYOR OF THE CITY OF HIGHLAND PARK, ILLINOIS, DO HEREBY CERTIFY THAT THE PLAT WAS PRESENTED TO, AND BY RESOLUTION, DULY APPROVED, BY THE CITY COUNCIL AT ITS MEETING HELD ON _____, 20____.

IN WITNESS WHEREOF, I HAVE HERETO SET MY HAND AND THE SEAL OF THE CITY OF HIGHLAND PARK, ILLINOIS, THIS _____ DAY OF _____, A.D. 20____.

BY: _____ (MAYOR)

NAME: _____ (CITY CLERK) NAME: _____ (SEAL)

CITY ENGINEER CERTIFICATE

STATE OF ILLINOIS)
) SS
COUNTY OF LAKE)

I, _____, CITY ENGINEER OF THE CITY OF HIGHLAND PARK, DO HEREBY APPROVE THIS PLAT WHICH MEETS THE MINIMUM REQUIREMENT OF THE CITY.

APPROVED BY THE CITY ENGINEER OF THE CITY OF HIGHLAND PARK, LAKE COUNTY, ILLINOIS THIS _____ DAY OF _____, A.D. 20____.

_____
CITY ENGINEER

PERMISSION TO RECORD CERTIFICATE

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, ANDRZEJ F. SPIEWAK, AN ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 035.003178, DO HEREBY GRANT PERMISSION TO THE CITY OF HIGHLAND PARK TO RECORD THIS PLAT.

DATED THIS 15TH DAY OF JUNE, A.D. 2026.

_____
ANDRZEJ F. SPIEWAK LICENSE NO. 035.003178
ILLINOIS PROFESSIONAL LAND SURVEYOR
LICENSE RENEWAL DATE 11/30/2026

PROFESSIONAL DESIGN FIRM, LAND SURVEYING
CORPORATION, LICENSE NO. 184.006518
LICENSE RENEWAL DATE 04/30/2027

SURVEYOR'S CERTIFICATE

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, ANDRZEJ F. SPIEWAK, AN ILLINOIS PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT I HAVE SURVEYED AND CONSOLIDATED THE FOLLOWING DESCRIBED PROPERTY:

PARCEL 1:

THE WEST 60 FEET OF THE EAST 80 FEET OF LOT 6 IN LAKE VIEW TERRACE SUBDIVISION OF PART OF LOT 2 IN THE SUBDIVISION OF LOTS 133, 134, 135, 136 AND 137 IN SOUTH HIGHLAND ADDITION TO HIGHLAND PARK, IN THE NORTHWEST 1/4 OF SECTION 31, TOWNSHIP 43 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 16, 1923, AS DOCUMENT 222748, IN BOOK "L" OF PLATS, PAGE 61, IN LAKE COUNTY, ILLINOIS.

PARCEL 2:

LOT 6 (EXCEPT THE WEST 20 FEET AND EXCEPT THE WEST 60 FEET OF THE EAST 80 FEET THEREOF), ALSO LOT 5 (EXCEPT THE EAST 60 FEET THEREOF) IN LAKE VIEW TERRACE SUBDIVISION OF PART OF LOT 2 IN THE SUBDIVISION OF LOTS 133, 134, 135, 136 AND 137 IN SOUTH HIGHLAND ADDITION TO HIGHLAND PARK, IN THE NORTHWEST 1/4 OF SECTION 31, TOWNSHIP 43 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 16, 1923, AS DOCUMENT 222748, IN BOOK "L" OF PLATS, PAGE 61, IN LAKE COUNTY, ILLINOIS.

DIMENSIONS ARE SHOWN IN FEET AND DECIMAL PARTS THEREOF AND ARE CORRECT AT DEGREES FAHRENHEIT. BY GRAPHIC PLOTTING ONLY, THIS PART OF PROPERTY IS LOCATED IN ZONE "X", IN THE AREA DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN, PER THE FEDERAL EMERGENCY MANAGEMENT AGENCY, PER FLOOD INSURANCE RATE MAP: CITY OF HIGHLAND PARK, COMMUNITY NUMBER: 170367, PANEL: 0292, SUFFIX: L, MAP 17097C0292L, MAP REVISED: OCTOBER 5, 2023. NO PORTION OF THE ABOVE-MENTIONED PROPERTY IS LOCATED WITHIN A FLOOD ZONE.

I FURTHER CERTIFY THAT THIS SUBDIVISION IS LOCATED WITHIN THE CORPORATE LIMITS OF THE CITY OF HIGHLAND PARK.

THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A "BOUNDARY SURVEY".

DATED THIS 30TH DAY OF JULY, A.D. 2026.

_____
ANDRZEJ F. SPIEWAK LICENSE NO. 035.003178
ILLINOIS PROFESSIONAL LAND SURVEYOR
LICENSE RENEWAL DATE 11/30/2026

PROFESSIONAL DESIGN FIRM, LAND SURVEYING
CORPORATION, LICENSE NO. 184.006518
LICENSE RENEWAL DATE 04/30/2027

ANDREW J. SPIEWAK 3178 PROFESSIONAL LAND SURVEYOR STATE OF ILLINOIS PARK RIDGE

DATE ISSUED: 06-15-2026

REVISION:
1. 07-30-2026

ANDREW SPIEWAK LAND SURVEYOR, INC.
PROFESSIONAL DESIGN FIRM
LICENSE NO.:184.006518
1030 W. HIGGINS RD. SUITE 218, PARK RIDGE, IL 60068
phone: (773) 853-2672
phone: (630) 351-9489
www.landsurveyors.pro
andrew@landsurveyors.pro

To Whom This May Concern:

We are requesting the consolidation of our two contiguous lots so that we may do a small addition on our home. We would like to do a first floor addition of an office and a mudroom and plan to move forward with this following consolidation. My husband and I both work from home most days and need additional working space.

We have been operating for eighteen years as if the property is one consolidated property. We hope you will allow us to move forward with this consolidation which was originally approved by HP when we first acquired 65 lakeview Terrace in 2008.

Sincerely,

Joan Bergman

Joan Bergman

SPIEWAK CONSULTING
PROFESSIONAL DESIGN FIRM
LICENSE NO.:184.006518
1030 W. HIGGINS RD. SUITE 218, PARK RIDGE, IL 60068
phone: (773) 853-2672
phone: (630) 351-9489
www.landsurveyors.pro
andrew@landsurveyors.pro

PLAT OF SURVEY

by

ANDREW SPIEWAK LAND SURVEYOR, INC.

of

BEARINGS ARE SHOWN FOR ANGULAR REFERENCE ONLY AND ARE NOT RELATED TO TRUE OR MAGNETIC NORTH.

PARCEL 1:

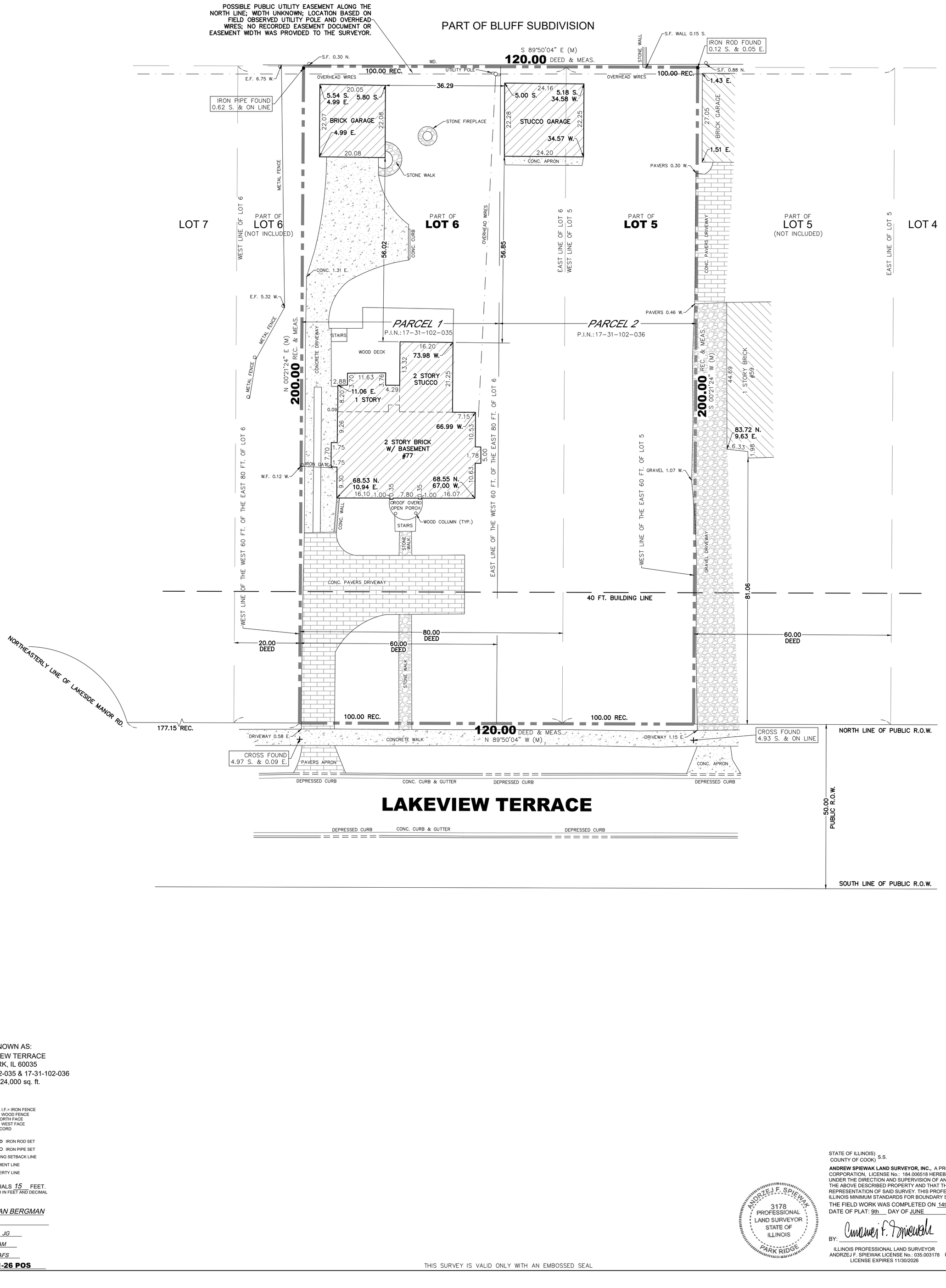
THE WEST 60 FEET OF THE EAST 80 FEET OF LOT 6 IN LAKE VIEW TERRACE SUBDIVISION OF PART OF LOT 2 IN THE SUBDIVISION OF LOTS 133, 134, 135, 136 AND 137 IN SOUTH HIGHLAND ADDITION TO HIGHLAND PARK, IN THE NORTHWEST 1/4 OF SECTION 31, TOWNSHIP 43 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 16, 1923, AS DOCUMENT 222748, IN BOOK "L" OF PLATS, PAGE 61, IN LAKE COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 77 LAKEVIEW TERRACE, HIGHLAND PARK, IL 60035
P.I.N.: 17-31-102-035-0000

PARCEL 2:

LOT 6 (EXCEPT THE WEST 20 FEET AND EXCEPT THE WEST 60 FEET OF THE EAST 80 FEET THEREOF), ALSO LOT 5 (EXCEPT THE EAST 60 FEET THEREOF) IN LAKE VIEW TERRACE SUBDIVISION OF PART OF LOT 2 IN THE SUBDIVISION OF LOTS 133, 134, 135, 136 AND 137 IN SOUTH HIGHLAND ADDITION TO HIGHLAND PARK, IN THE NORTHWEST 1/4 OF SECTION 31, TOWNSHIP 43 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 16, 1923, AS DOCUMENT 222748, IN BOOK "L" OF PLATS, PAGE 61, IN LAKE COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 65 LAKEVIEW TERRACE, HIGHLAND PARK, IL 60035
P.I.N.: 17-31-102-036-0000



COMMONLY KNOWN AS:
65 & 77 LAKEVIEW TERRACE
HIGHLAND PARK, IL 60035
P.I.N. 17-31-102-035 & 17-31-102-036
LAND AREA ± 24,000 sq. ft.

LEGEND

FENCE
C.L.= CHAIN LINK FENCE, I.F.= IRON FENCE
V.F.= VINYL FENCE, WD.= WOOD FENCE
E.F.= EAST FACE, N.F.= NORTH FACE
S.F.= SOUTH FACE, W.F.= WEST FACE
(M)= MEASURED (R)= RECORD
CROSS FOUND & SET
IRON ROD FOUND — IRON ROD SET
IRON PIPE FOUND — IRON PIPE SET
BUILDING SETBACK LINE
EASEMENT LINE
PROPERTY LINE

SCALE: 1 INCH EQUALS 15 FEET.
DISTANCES ARE MARKED IN FEET AND DECIMAL PARTS THEREOF.

ORDERED BY: JOAN BERGMAN
ORGANIZATION: _____
SURVEYED BY: JG
DRAWN BY: RAM
CHECKED BY: AFS
PROJECT No: **201-26 POS**

THIS SURVEY IS VALID ONLY WITH AN EMBOSSED SEAL

ANDRZEJ F. SPIEWAK 3178 PROFESSIONAL LAND SURVEYOR STATE OF ILLINOIS PARK RIDGE

STATE OF ILLINOIS) S.S.
COUNTY OF COOK)

ANDREW SPIEWAK LAND SURVEYOR, INC., A PROFESSIONAL DESIGN FIRM, LAND SURVEYING CORPORATION, LICENSE No.: 184.006518 HEREBY CERTIFIES THAT A SURVEY HAS BEEN MADE UNDER THE DIRECTION AND SUPERVISION OF AN ILLINOIS PROFESSIONAL LAND SURVEYOR OF THE ABOVE DESCRIBED PROPERTY AND THAT THE PLAT HEREON DRAWN IS A CORRECT REPRESENTATION OF SAID SURVEY. THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR BOUNDARY SURVEYS.

THE FIELD WORK WAS COMPLETED ON 14th DAY OF MAY A.D. 2026 .
DATE OF PLAT: 9th DAY OF JUNE A.D. 2026 .

BY: _____

ILLINOIS PROFESSIONAL LAND SURVEYOR
ANDRZEJ F. SPIEWAK LICENSE No.: 035.003178
LICENSE EXPIRES 11/30/2026

PROFESSIONAL DESIGN FIRM
LAND SURVEYING CORPORATION, No.: 184.006518
LICENSE EXPIRES 04/30/2027

TOPOGRAPHIC SURVEY

by

ANDREW SPIEWAK LAND SURVEYOR, INC.

of

PARCEL 1:

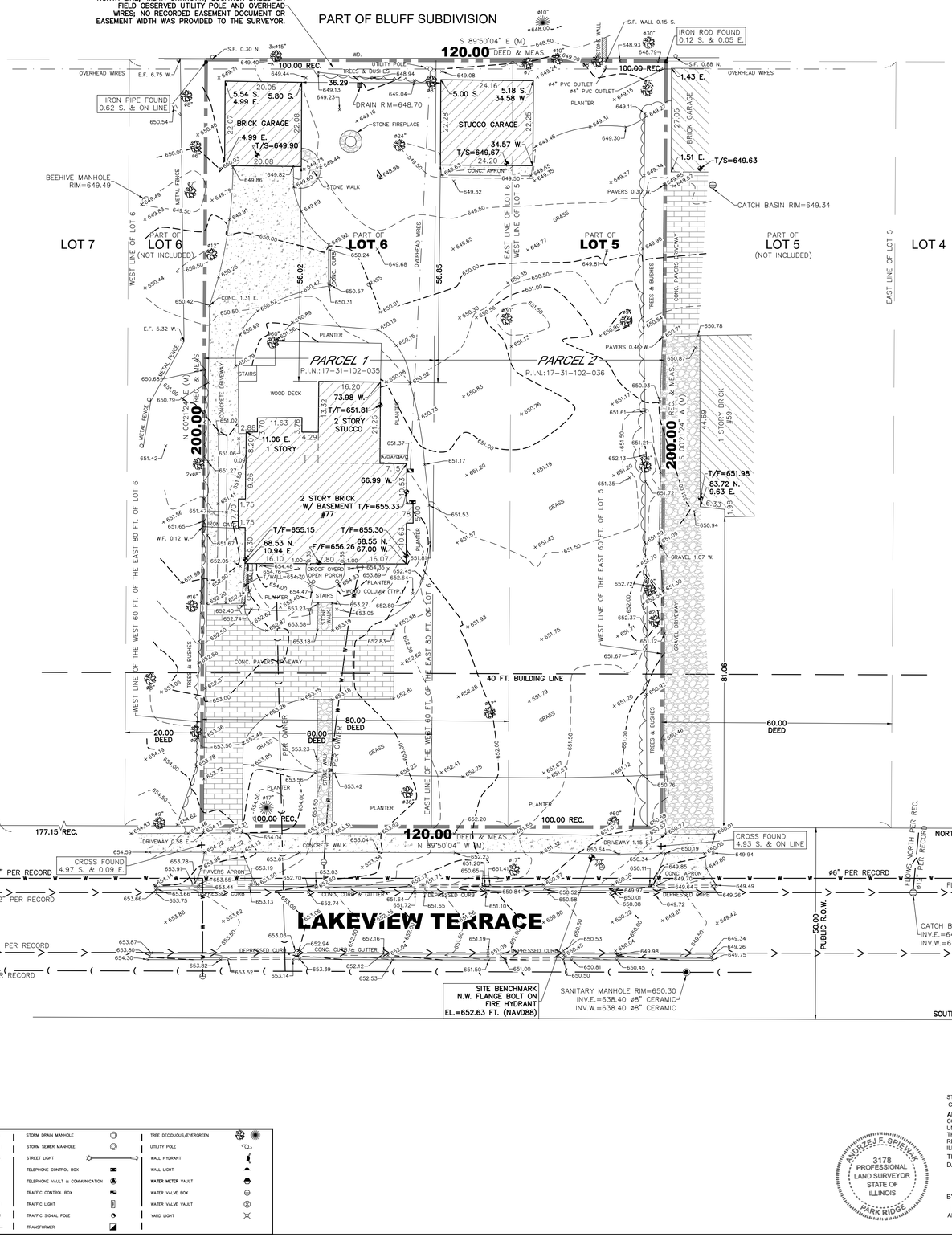
THE WEST 60 FEET OF THE EAST 80 FEET OF LOT 6 IN LAKE VIEW TERRACE SUBDIVISION OF PART OF LOT 2 IN THE SUBDIVISION OF LOTS 133, 134, 135, 136 AND 137 IN SOUTH HIGHLAND ADDITION TO HIGHLAND PARK, IN THE NORTHWEST 1/4 OF SECTION 31, TOWNSHIP 43 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 16, 1923, AS DOCUMENT 222748, IN BOOK "L" OF PLATS, PAGE 61, IN LAKE COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 77 LAKEVIEW TERRACE, HIGHLAND PARK, IL 60035
P.I.N.: 17-31-102-035-0000

PARCEL 2:

LOT 6 (EXCEPT THE WEST 20 FEET AND EXCEPT THE WEST 60 FEET OF THE EAST 80 FEET THEREOF), ALSO LOT 5 (EXCEPT THE EAST 60 FEET THEREOF) IN LAKE VIEW TERRACE SUBDIVISION OF PART OF LOT 2 IN THE SUBDIVISION OF LOTS 133, 134, 135, 136 AND 137 IN SOUTH HIGHLAND ADDITION TO HIGHLAND PARK, IN THE NORTHWEST 1/4 OF SECTION 31, TOWNSHIP 43 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 16, 1923, AS DOCUMENT 222748, IN BOOK "L" OF PLATS, PAGE 61, IN LAKE COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 65 LAKEVIEW TERRACE, HIGHLAND PARK, IL 60035
P.I.N.: 17-31-102-036-0000



GENERAL NOTES:

1. THE LOCATION OF UNDERGROUND UTILITIES SHOWN HEREON IS BASED ONLY ON ABOVE GROUND EVIDENCE, TOGETHER WITH EVIDENCE FROM PLANS OBTAINED FROM UTILITY COMPANIES OR PROVIDED BY CLIENT, AND MARKINGS BY UTILITY COMPANIES AND OTHER APPROPRIATE SOURCES (IF NOTED HEREON). THE SURVEYOR MAKES NO GUARANTEE THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED.

2. ALL ELEVATIONS REFER TO CITY OF HIGHLAND PARK SURVEY BENCHMARK MAP FEBRUARY 2019.

BENCHMARK: BM# 48
ELEV. = 679.95 FT. (NAVD88)

THE STATION IS A 6"x6" CONCRETE MONUMENT WITH BRASS CAP AT THE NORTHWEST CORNER OF BLACKSTONE PLACE AND BURTON AVENUE.

3. SITE BENCHMARK
N.W. BOLT ON FIRE HYDRANT
SEE DRAWING

LEGEND

C = CURB
CL. = CHAIN LINK
CONC. = CONCRETE
DS = DOWN SPOUT
E.F. = EAST FACE
EP = EDGE OF PAVEMENT
F = FLOW LINE
F/F = FINISH FLOOR
G = GROUND
I.P. = IRON PIPE
I.R. = IRON ROD
MEAS. = MEASURED
N.F. = NORTH FACE
O.H. = OVERHEAD
P = PAVEMENT
REC. = RECORD
S.F. = SOUTH FACE
T/S = TOP OF SLAB
T/F = TOP OF FOUNDATION
W = WALK
WD. = WOOD
W.F. = WEST FACE

CABLE TV — CTV
COMBINED SEWER
ELECTRIC LINE — E
EXIST. GRADE/CONTOUR xxxx.xx — xxx.x
GAS MAIN — G
OVERHEAD WIRES — O.H. WIRES —
SANITARY SEWER
STORM SEWER
TELEPHONE LINE — T
WATERMAIN — W
PROPERTY LINE

BEEHIVE
BENCH MARK
BUMPER GUARD
CABLE TV CONTROL BOX
CATCH BASIN
CITY ELECTRIC MANHOLE
CLEAN OUT
COMBINED SEWER MANHOLE
CROSS FOUND & SET
ELECTRIC VAULT
ELECTRIC CONTROL BOX
FENCE
FIRE HYDRANT
GAS MANHOLE
GAS METER
GAS VALVE BOX
GAS VALVE VAULT
GUARD RAIL
GUY POLE
INLET
INLET ROUND
IRON ROD FOUND
IRON ROD SET
IRON PIPE FOUND
IRON PIPE SET
ITEM NUMBER
LIGHT CONTROL BOX
LIGHT POLE
MAIL BOX
MANHOLE – UNCLASSIFIED
PARKING METER
PKNL FOUND
PKNL SET
SANITARY SEWER MANHOLE
SHRUB
SIGN
STORM DRAIN MANHOLE
STORM SEWER MANHOLE
STREET LIGHT
TELEPHONE CONTROL BOX
TELEPHONE VAULT & COMMUNICATION
TRAFFIC CONTROL BOX
TRAFFIC LIGHT
TRAFFIC SIGNAL POLE
TRANSFORMER
TREE DECIDUOUS/EVERGREEN
UTILITY POLE
WALL HYDRANT
WALL LIGHT
WATER METER VAULT
WATER VALVE BOX
WATER VALVE VAULT
YARD LIGHT

STATE OF ILLINOIS) S.S.
COUNTY OF COOK)

ANDREW SPIEWAK LAND SURVEYOR, INC., A PROFESSIONAL DESIGN FIRM, LAND SURVEYING CORPORATION, LICENSE No.: 184.006518 HEREBY CERTIFIES THAT A SURVEY HAS BEEN MADE UNDER THE DIRECTION AND SUPERVISION OF AN ILLINOIS PROFESSIONAL LAND SURVEYOR OF THE ABOVE DESCRIBED PROPERTY AND THAT THE PLAT HEREON DRAWN IS A CORRECT REPRESENTATION OF SAID SURVEY. THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR BOUNDARY SURVEYS.

THE FIELD WORK WAS COMPLETED ON 14th DAY OF MAY A.D. 2026 .
DATE OF PLAT: 9th DAY OF JUNE A.D. 2026 .

BY: _____

ILLINOIS PROFESSIONAL LAND SURVEYOR
ANDRZEJ F. SPIEWAK LICENSE No.: 035.003178
LICENSE EXPIRES 11/30/2026

PROFESSIONAL DESIGN FIRM
LAND SURVEYING CORPORATION, No.: 184.006518
LICENSE EXPIRES 04/30/2027

ANDRZEJ F. SPIEWAK 3178 PROFESSIONAL LAND SURVEYOR STATE OF ILLINOIS PARK RIDGE

BEARINGS ARE SHOWN FOR ANGULAR REFERENCE ONLY AND ARE NOT RELATED TO TRUE OR MAGNETIC NORTH.

SPIEWAK CONSULTING
PROFESSIONAL DESIGN FIRM
1030 W. HIGGINS RD., PARK RIDGE, IL 60068
phone: (773) 853-2872
phone: (630) 351-9489
www.landsurveyors.pro
andrew@landsurveyors.pro

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SPIEWAK CONSULTING
THIS DOCUMENT AS INSTRUMENT OF SERVICE REMAIN PROPERTY OF THE COMPANY AND NO PART MAY BE REPRODUCED WITHOUT WRITTEN PERMISSION OF THE COPYRIGHT OWNER.

GENERAL NOTES:

1) THE LOCATION OF UNDERGROUND UTILITIES SHOWN HEREON IS BASED ON ABOVE GROUND EVIDENCE ONLY. THE SURVEYOR MAKES NO GUARANTEE THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED

2) BEARINGS (IF SHOWN) ARE FOR ANGULAR REFERENCE ONLY AND ARE NOT RELATED TO TRUE OR MAGNETIC NORTH.

CALL JULIE TOLL FREE
1 (800) 892-0123
OPERATES 24 HOURS A DAY 365 DAYS A YEAR



CALL
1 (800) 892-0123
48 HOURS BEFORE YOU DIG

DRAWING REVISIONS

No.	DATE	DESCRIPTION	BY
1			

TOPOGRAPHIC SURVEY

LAND AREA: ±24,000 SQ. FT.
P.I.N.: 17-31-102-035 & 17-31-102-036
65 & 77 LAKEVIEW TERRACE
HIGHLAND PARK, IL 60035

ORDERED BY: *JOAN BERGMAN*

SURVEYED BY: *JG*
DRAWN BY: *RAM*
REVIEWED BY: *AFS*

ORDER No: *201-26 TOPO*

SCALE: *1" = 15'*
DISTANCES ARE MARKED IN FEET AND DECIMAL PARTS THEREOF

SHEET No. 1 of 1


77
Lakeview Terrace







Staff Report

Meeting Date: August 17, 2026

Staff Contact: Patrick Hoffmann, Planner II

Department: Community Development Department

Title: A Resolution Approving A Special License Agreement with Roberta Hartman (315 Briar Lane)

Recommendation:
Staff recommend granting a Non-Exclusive Special License Agreement for the replacement of an existing wooden fence within City-Owned Right-of-Way (315 Briar).

Policy Consideration:
Property owner, Roberta Hartman ("***Applicant***"), is requesting a Non-Exclusive Special License Agreement (**SLA**) in order to replace their existing wooden fence with a new 4' tall open cedar wood fence. The applicant originally applied for a fence permit and Public Works provided comment requesting an SLA for the replacement of this improvement located within unimproved City-Owned Right-of-Way. Additionally, as a part of the SLA, the existing driveway was included within the agreement as the southern entrance to the circle drive is within the unimproved City-Owned Right-of-Way. Please note, no new work is being proposed for the existing driveway – its inclusion merely captures this improvement within the SLA as recommended.

Applicant's application can be found as **Attachment 1**.

Staff Comment.
Engineering and Forestry both provided comments and have no objections to the proposed improvements. Please see their comments as **Attachment 2 & 3.**

Core Priorities:
Economic Development
Replacement of the exiting fence allows the property owner to maintain existing conditions.

Attachments:
1. HP Resolution Approving Special License Agreement (315 Briar Lane)
2. HP Special License Agreement (315 Briar Lane)

3. Exhibit A - Legal Description
4. Exhibit B - Site Plan
5. Attachment 1 - Applicant's Application_315 Briar Ln
6. Attachment 2 - Engineering Comments_315 Briar Ln
7. Attachment 3 - Forestry Comments_315 Briar Ln

CITY OF HIGHLAND PARK

RESOLUTION NO. _____

A Resolution Approving A Special License Agreement with Roberta Hartman

WHEREAS, Roberta Hartman (*"**Licensee**"*) is the record title owner of that parcel of real property commonly known as the 315 Briar Lane, in the City (***"Property"***); and

WHEREAS, the City is the owner of that public right-of-way that is immediately adjacent to the southern boundary of the Property (***"City ROW"***), which City ROW is unimproved; and

WHEREAS, the Property is improved with a two-story residential building, and wooden fence extending beyond the southern boundary line of the Property ("***Existing Fence***"); and

WHEREAS, the Existing Fence and driveway is partially located on the City ROW; and

WHEREAS, the Licensee desires to remove the Existing Fence and to construct a new fence ("***Improvement***"), which will be partially located within a portion of the City ROW ("***Licensed Premises***"); and

WHEREAS, the Licensee and the City desire to enter into an agreement to set forth their respective rights and responsibilities regarding the installation and maintenance of the Improvement within the Licensed Premises ("***Agreement***"); and

WHEREAS, the City Council has determined that it will serve and be in the best interests of the City to enter into the Agreement with the Licensees;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF HIGHLAND PARK, LAKE COUNTY, ILLINOIS, as follows:

SECTION ONE: RECITALS. The foregoing recitals are incorporated into, and made a part of, this Resolution as findings of the City Council.

SECTION TWO: APPROVAL OF AGREEMENT. The Agreement by and between the City and the Licensees is hereby approved in substantially the form attached to this Resolution as **Exhibit A**, and in a final form to be approved by the City Manager and the Corporation Counsel.

SECTION THREE: EXECUTION OF AGREEMENT. The City Manager and the Deputy City Clerk are hereby authorized and directed to execute and attest, on behalf of the City, the Agreement upon receipt by the City Clerk of at least one original copy of the Agreement executed by each of the Licensees; provided, however, that if the executed copy of the Agreement is not received by the City Clerk within 30 days after the effective date of this Resolution, then this authority to execute and attest will, at the option of the City Council, be null and void.

SECTION FOUR: EFFECTIVE DATE: This Resolution will be in full force and effect upon its passage and approval by a majority of the members of the City Council.

AYES:

NAYS:

ABSENT:

PASSED:

APPROVED:

RESOLUTION NO.:

_____
Nancy R. Rotering, Mayor

ATTEST:

_____
Ghida S. Neukirch, City Clerk

EXHIBIT A

AGREEMENT

THIS DOCUMENT
PREPARED BY AND AFTER
RECORDING RETURN TO:

Steven M. Elrod
Elrod Friedman LLP
350 North Clark Street
Second Floor
Chicago, IL 60654

This Space for Recorder's Use Only

NON-EXCLUSIVE SPECIAL LICENSE AGREEMENT

THIS NON-EXCLUSIVE SPECIAL LICENSE AGREEMENT (***"Agreement"***), dated as of this ____ day of _____, 2026 (***"Effective Date"***), is by and between the **CITY OF HIGHLAND PARK**, an Illinois home rule municipal corporation (***"City"***), and **ROBERTA HARTMAN** ("***Licensee***").

NOW THEREFORE, in consideration of the recitals, mutual covenants, and agreements set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby mutually agree as follows:

SECTION 1. RECITALS.

A. The Licensee is the owner of that certain parcel of real property commonly known as 315 Briar Lane, Highland Park, Illinois, and which property is legally described in **Exhibit A** to this Agreement (***"Property"***).

B. The Property is improved with a two-story residential building, driveway ("***Driveway***"), and wooden fence extending beyond the southern boundary line of the Property ("***Existing Fence***").

C. The City is the owner of the Balsam Road public right-of-way located immediately adjacent to the southern boundary line of the Property (***"City ROW"***), which City ROW is unimproved.

D. The Driveway and the Existing Fence are partially located on the City ROW.

E. The Licensee desires to remove the Existing Fence and construct a new fence ("***Improvement***") as depicted and described in the Site Plan attached as **Exhibit B** to this Agreement ("***Site Plans***"), which Improvement will be located within the City ROW, as depicted in the Site Plans.

F. The City and the Licensee desire to enter into this Agreement to set forth their respective rights and responsibilities regarding the restoration and maintenance of the Improvement within the Licensed Premises.

SECTION 2. GRANT OF LICENSE.

A. Grant of License. Subject to the terms and conditions set forth in this Agreement, the City hereby grants to the Licensee, and the Licensee hereby accepts, a non-exclusive revocable license, for the benefit of the Property, for the restoration and maintenance of the Improvement within the Licensed Premises, pursuant to and in strict accordance with the terms and provisions of this Agreement (***"License"***). The Licensee acknowledges and agrees that nothing in this Agreement is to be interpreted to provide a license to the Licensee to alter the Licensed Premises in any way other than for the installation and maintenance of the Improvement in accordance with this Agreement.

B. Limitation of Interest. Except for the License granted pursuant to this Agreement, the Licensee does not, and will not, have legal, beneficial, or equitable interest, whether by adverse possession or prescription or otherwise, in the Licensed Premises.

SECTION 3. INSTALLATION AND MAINTENANCE OF IMPROVEMENT AND THE LICENSED PREMISES.

A. Installation. The Licensee must install the Improvement in a good and workmanlike manner, all at the sole expense of the Licensee and subject to inspection and approval by the City, and in accordance with the following:

1. The Improvement must be installed, and maintained at all times, in compliance with the Site Plans.

2. The Improvement may not be installed prior to issuance by the City of a building permit therefor. The City will have no obligation to issue a building permit for the Improvement prior to receipt of a building permit application that includes, without limitation, a depiction of the Improvement and any support and foundation elements for the Improvement.

3. During the period of installation, the Licensee must maintain the Licensed Premises and all streets, sidewalks, and other public property in and adjacent to the Licensed Premises in a safe, good and clean condition without hazard to public use at all times.

4. Throughout the installation of the Improvement, the Licensee must: (a) promptly clean all mud, dirt, or debris deposited on any street, sidewalk, or other public property by the Licensee or any agent of or contractor hired by, or on behalf of, the Licensee; and (b) repair any damage that may be caused by the activities of the Licensee or any agent of or contractor hired by, or on behalf of, the Licensee in connection with the installation of the Improvement. If the Licensee fails to clean, or undertake with due diligence to clean, any street, sidewalk, or other public property within two hours after the City gives the Licensee notice to clean all mud, dirt, snow, ice or debris deposited on such property by the Licensee or any agent of or contractor hired by, or on behalf of, the Licensee, then the City will have the right, but not the obligation, to cause the affected public property to be cleaned and to recover from the Licensee all costs incurred by the City in the performance of such work.

B. Maintenance.

1. Acknowledgment of the Licensee' Obligations. The Licensee acknowledges and agrees that from and after the commencement of the License Term (as defined in Section 9.A of this Agreement), the Licensee, and not the City, will be solely responsible for any and all maintenance, repair, replacement, or relocation of the Improvement.

2. Maintenance. At all times during the License Term, the Licensee must keep the Improvement and the Licensed Premises reasonably free of any dangerous natural condition so as to avoid and prevent any and all hazards to the public (including, without limitation, snow removal), and must keep the Improvement in proper working condition.

3. Repair of City Improvements. The Licensee must repair any City-owned improvements (including, without limitation, trees) in the City ROW that is damaged by, or as a result of the location, or by the maintenance by the Licensee, of the Improvement.

C. Alteration of Design Prohibited. The Licensee may not alter the design of the Improvement as depicted in the Site Plans, except upon the prior written consent of the City.

E. Compliance with Laws. The Licensee must keep the Improvement and the Licensed Premises in compliance at all times with all applicable federal, state and City laws, statutes, codes, ordinances, resolutions, rules, and regulations, as the same have been or may be amended from time to time.

F. Abatement of Dangerous Condition. In the event the Improvement threatens the public health and safety, the Licensee agrees that: (a) the City will have the right, but not the obligation, to take all necessary action to abate the dangerous condition; and (b) the Licensee, as the case may be, must reimburse the City for all costs incurred by the City in the performance of such abatement.

SECTION 4. RESERVATION OF RIGHTS.

The City hereby reserves the right to use the Licensed Premises in any manner that will not prevent, impede, or interfere in any way with the exercise by Licensee of the rights granted pursuant to this Agreement. The City has the right to grant other non-exclusive licenses or easements, including, without limitation, licenses or easements for utility purposes, over, along, upon, or across the Licensed Premises. The City further reserves its right of full and normal access to the Licensed Premises for the maintenance of any existing or future utility located thereon.

SECTION 5. LIENS.

The Licensee hereby represents and warrants that they will take all necessary action to keep all portions of the Licensed Premises free and clear of all liens, claims, and demands, including without limitation mechanic's liens, in connection with any work performed by the Licensee or the Licensee's agents on the Licensed Premises.

SECTION 6. REIMBURSEMENT OF CITY COSTS.

In addition to any other costs, payments, fees, charges, contributions, or dedications required under applicable City codes, ordinances, resolutions, rules, or regulations, the Licensee

must pay to the City, promptly upon presentation of a written demand or demands therefor: (a) all costs incurred by the City in connection with any inspection of the Improvement; and (b) all legal fees, costs, and expenses incurred or accrued in connection with the review, negotiation, preparation, consideration, and review of this Agreement. Payment of all such fees, costs, and expenses for which demand has been made must be made by a certified or cashier's check. Further, the Licensee is liable for, and must pay upon demand, all costs incurred by the City for publications and recordings required in connection with the aforesaid matters.

SECTION 7. LIABILITY AND INDEMNITY OF CITY.

A. Maintenance of Licensed Premises by City. The Licensee acknowledges and agrees that the City is not, and will not be, liable for any damage that may occur to the Improvement as a result of the City's necessary maintenance responsibilities with regard to the Licensed Premises. Any maintenance, repair or replacement of the Improvement necessary as a result of such City maintenance or other work will be at the sole cost and expense of the Licensee.

B. City Review. The Licensee acknowledges and agrees that the City is not, and will not be, in any way liable for any damages or injuries that may be sustained as the result of the City's review and approval of any plans for the Improvement, or the issuance of any approvals, permits, certificates, or acceptances for the installation, or maintenance of the Improvement, and that the City's review and approval of any such plans and the Improvement and issuance of any such approvals, permits, certificates, or acceptances does not, and will not, in any way, be deemed to insure the Licensee or any of the Licensee's successors, assigns, tenants and licensees, or any third party, against damage or injury of any kind at any time.

C. Indemnity. The Licensee agrees to, and does hereby, hold harmless and indemnify the City and all City elected or appointed officials, officers, employees, agents, representatives, engineers, and attorneys, from any and all claims that may be asserted at any time against any of those parties in connection with: (i) the installation, maintenance, repair or replacement of any portion of the Improvement or the Licensed Premises; or (ii) the Licensee's performance of, or failure to perform, its obligations under this Agreement (collectively, ***"Indemnified Claims"***), whether or not any such Indemnified Claim is due or claimed to be due in whole or in part to the active, passive, or concurrent negligence or willful misconduct or fault of the Licensee; provided, however, that this indemnity does not and will not apply to willful misconduct or gross negligence on the part of the City.

D. Defense Expense. The Licensee, only as to its own acts or omissions, must, and does agree to, pay all expenses, including legal fees and administrative expenses, incurred by the City in defending itself with regard to any and all of the Indemnified Claims.

E. Joint and Several Liability. The obligations and liabilities of the Licensee under this Agreement are and will be joint and several.

SECTION 8. COVENANTS RUNNING WITH THE LAND.

The License and other rights granted in this Agreement, the restrictions imposed by this Agreement, and the agreements and covenants contained in this Agreement are and will be rights, restrictions, agreements, and covenants running with the land, will be recorded against the Property, and are binding upon and inure to the benefit of the Licensee and the City and their respective heirs, executors, administrators, grantees, successors, assigns, agents, licensees,

invitees, and representatives, including, without limitation, all subsequent owners of the Property, or any portion thereof, and all persons claiming under them. If any of the rights, restrictions, agreements, or covenants created by this Agreement would otherwise be unlawful or void for violation of: (a) the rule against perpetuities or some analogous statutory provision; (b) the rule restricting restraints on alienation; or (c) any other statutory or common law rules imposing time limits, then such rights, restrictions, agreements, or covenants will continue only until 21 years after the death of the last survivor of the now living lawful descendants of the current President of the United States.

SECTION 9. TERM, TERMINATION AND RESTORATION.

A. Term. This License is for a term commencing on the Effective Date of this Agreement and ending on the occurrence of a terminating event as described in Section 9.B.1 of this Agreement (***"License Term"***).

B. Termination of License; Restoration of Licensed Premises.

1. Termination Event. Notwithstanding anything to the contrary in this Agreement, and without prejudice to any other rights and remedies available pursuant to Section 10 of this Agreement, either the Licensee or the City may terminate this Agreement: (a) without cause, for any reason or no reason, by providing the other party with 90 days prior written notice; or (b) with cause by providing the other party with 30 days prior written notice and an opportunity to cure.

2. Restoration of Licensed Premises.

a. Licensee Obligation. Upon termination of this Agreement, the Licensee, at the Licensee's sole cost and expense, must restore the Licensed Premises as nearly as practicable to its condition as of the Effective Date, including, without limitation: (1) replacement and grading of all topsoil removed by the Licensee; (2) restoration of all fences, plantings, landscaping, and improvements as nearly as practicable to the condition immediately preceding the installation of the Improvement, if disturbed, damaged, or removed by the Licensee; (3) replacement of any and all sod removed by the Licensee with sod of like quality; and (4) replacement of any and all natural grass removed by the Licensee by seeding with a good quality seed.

b. Failure to Restore. In the event that the Licensee fails or refuses to repair, replace and/or restore the Licensed Premises or any City-owned property that is disturbed, damaged, or removed by the Licensee, in accordance with Section 9.B.2.a of this Agreement, the City will have the right, but not the obligation, to perform and complete the repair, restoration, and/or replacement, and to charge the Licensee for all costs and expenses, including legal and administrative costs incurred by the City, for such work. If the Licensee does not fully reimburse the City for such costs, then the City will have the right to place a lien on the Property for all such costs and expenses in the manner provided by law. The rights and remedies provided in this Section 9.B.2.b are in addition to, and not in limitation of, any other rights and remedies otherwise available to the City.

C. Survival of Obligations. All obligations of the Licensee pursuant to this Agreement that have not been fully performed as of the termination of this Agreement will survive such termination, including, without limitation, the liability and indemnity obligations set forth in

Section 7 of this Agreement, and the restoration obligations set forth in Section 9.B of this Agreement.

SECTION 10. ENFORCEMENT.

A. Enforcement. The City and the Licensee may, in law or in equity, by suit, action, mandamus or any other proceeding, including, without limitation, specific performance, enforce or compel the performance of this Agreement; provided, however, that the Licensee agrees that it will not seek, and does not have the right to seek, recovery of a judgment for monetary damages against the City or any City elected or appointed officials, agents, representatives, attorneys or employees on account of the negotiation, execution, or breach of any of the terms and conditions of this Agreement.

B. Prevailing Party. In the event of a judicial proceeding brought by any party against another party or parties, the prevailing party in the judicial proceeding will be entitled to reimbursement from the unsuccessful party or parties of all costs and expenses, including reasonable attorneys' fees, incurred in connection with the judicial proceeding.

SECTION 11. GENERAL PROVISIONS.

A. Notices. All notices required or permitted to be given under this Agreement must be given by the parties by: (i) personal delivery; (ii) deposit in the United States mail, enclosed in a sealed envelope with first class postage thereon; or (iii) deposit with a nationally recognized overnight delivery service, addressed as stated in this Section 11.A. The address of any party may be changed by written notice to the other parties. Any mailed notice will be deemed to have been given and received within three days after the same has been mailed and any notice given by overnight courier will be deemed to have been given and received within 24 hours after deposit. Notices and communications to the parties must be addressed to, and delivered at, the following addresses:

If to the City: City of Highland Park
1707 St. Johns Avenue
Highland Park, IL 60035
Attention: City Manager

with a copy to: Elrod Friedman LLP
350 North Clark Street, Suite Second Floor
Chicago, IL 60654
Attention: Steven M. Elrod, Corporation Counsel

If to the Owner: _____
_____
_____
_____

with a copy to: _____
_____
_____
_____

B. Time of the Essence. Time is of the essence in the performance of all of the terms and conditions of this Agreement.

C. Amendments. No amendment or modification to this Agreement will be effective until it is reduced to writing and approved and executed by all parties to this Agreement in accordance with all applicable statutory procedures.

D. Authority to Execute. The City hereby warrants and represents to the Licensee that the persons executing this Agreement on its behalf have been properly authorized to do so by the City. The Licensee hereby warrants and represents to the City that the Licensee has the full and complete right, power, and authority to enter into this Agreement and to agree to the terms, provisions, and conditions set forth in this Agreement.

E. Rights Cumulative. Unless expressly provided to the contrary in this Agreement, each and every one of the rights, remedies, and benefits provided by this Agreement are cumulative and are not exclusive of any other such rights, remedies, and benefits allowed by law.

F. Non-Waiver. The City is not, and will not be, under any obligation to exercise any of the rights granted to it in this Agreement. The failure of the City to exercise at any time any right granted to the City is not to be deemed or construed to be a waiver of that right, nor will the failure void or affect the City's right to enforce that right or any other right.

G. Governing Law. This Agreement is to be governed by, construed, and enforced in accordance with the internal laws, but not the conflicts of laws rules, of the State of Illinois.

H. Severability. If any provision of this Agreement is construed or held to be void, invalid, illegal, or unenforceable in any respect, the remaining part of that provision and the remaining provisions of this Agreement is not to be affected, impaired, or invalidated thereby, but is to remain in full force and effect. The unenforceability of any provision of this Agreement will not affect the enforceability of that provision in any other situation.

I. Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes any and all prior agreements and negotiations between the parties, whether written or oral, relating to the License granted pursuant to this Agreement.

J. Interpretation. This Agreement is to be construed without regard to the identity of the party who drafted the various provisions of this Agreement. Moreover, each and every provision of this Agreement is to be construed as though all parties participated equally in the drafting of this Agreement. As a result of the foregoing, any rule or construction that a document is to be construed against the drafting party is not applicable to this Agreement.

K. Exhibits. Exhibits A and B attached to this Agreement are, by this reference, incorporated in and made a part of this Agreement. In the event of a conflict between an exhibit and the text of this Agreement, the text of this Agreement will control.

L. No Third-Party Beneficiaries. No claim as a third-party beneficiary under this Agreement by any person may be made, or be valid, against the City or the Licensee.

M. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed to constitute a duly authorized original.

[SIGNATURE PAGE IMMEDIATELY FOLLOWS]

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed, effective as of the date first written above.

ATTEST:

THE CITY OF HIGHLAND PARK

By: _____
Ashley Palbitska, Deputy City Clerk

By: _____
Ghida S. Neukirch, City Manager

ATTEST:

LICENSEE

By: _____

By: _____

ACKNOWLEDGMENTS

STATE OF ILLINOIS)
) SS
COUNTY OF LAKE)

This instrument was acknowledged before me on _____, 2026 by Ghida Neukirch, the City Manager of the **CITY OF HIGHLAND PARK**, an Illinois municipal corporation, and by Ashley Palbitska, the Deputy City Clerk of said municipal corporation.

Given under my hand and notarial seal this _____ day of _____, 2026.

Notary Public

My Commission Expires:

(SEAL)

STATE OF _____)
) SS
COUNTY OF _____)

I, _____, a Notary Public in and for said County, in the State aforesaid, do hereby certify that this instrument was acknowledged before me on _____, 2026, by _____.

Given under my hand and notarial seal this _____ day of _____, 2026.

_____
Signature

Notary Public

My Commission Expires:

(SEAL)

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

LOT 1 IN TOMICH'S RESUBDIVISION OF LOT 1 IN MCGINNINS'S SUBDIVISION OF PART OF THE NORTHWEST ¼ OF THE SOUTHEAST ¼ OF SECTION 34, TOWNSHIP 43 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, TOGETHER WITH THE SOUTH 14.00 FEET OF THAT PART OF THE EAST 156.54 FEET OF THE WEST 621.04 FEET OF SAID NORTHWEST ¼ OF THE SOUTHEAST ¼ NORTH OF THE ADJOINING LOT 1 IN LAKE COUNTY ILLINOIS.

P.I.N.: 16-34-402-004-0000

Commonly known as: 315 Briar Lane, Highland Park, Illinois.

EXHIBIT B

SITE PLAN

LINCOLNWOOD OFFICE:
6522 N. LINCOLN AVENUE
CHICAGO, ILLINOIS 60645
(312) 675-3000

PROFESSIONALS ASSOCIATED

Property - Condo - Mortgage Surveys

HIGHLAND PARK OFFICE:
1510 OLD DEERFIELD ROAD
HIGHLAND PARK, ILLINOIS 60035
(312) 831-1200
(312) 831-1201

Plat of Survey

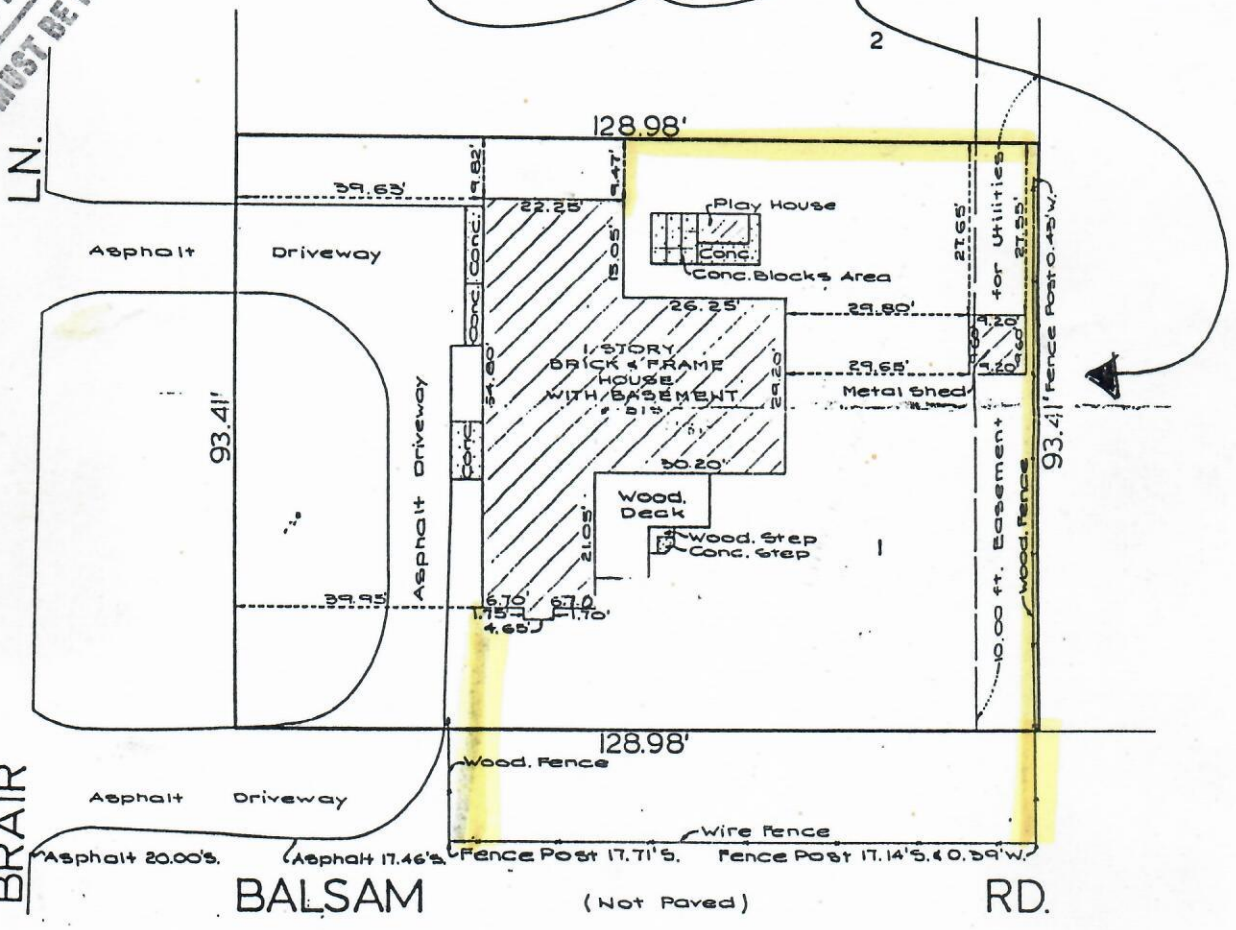
OF

NORTH

LOT 1 IN TOMICH'S RESUBDIVISION OF LOT 1 IN McGINNIS'S SUBDIVISION OF PART OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 34, TOWNSHIP 43 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, TOGETHER WITH THE SOUTH 14.00 FEET OF THAT PART OF THE EAST 156.54 FEET OF THE WEST 621.04 FEET OF SAID NORTHWEST 1/4 OF THE SOUTHEAST 1/4 NORTH OF THE ADJOINING LOT 1 IN LAKE COUNTY, ILLINOIS.

CONTRACTOR'S COPY
THIS COPY MUST BE KEPT ON JOB SITE

CONSTRUCT 4' HIGH OPEN STYLE FENCE 224 LONG PER DRAWING HIGHLIGHTED LINES



PROPOSED "IMPROVEMENT"

✓ CHECK (✓) IN BOX MEANS THAT SURVEY HAS BEEN MADE FOR USE IN CONNECTION WITH A REAL ESTATE OR MORTGAGE LOAN TRANSACTION AND IS NOT TO BE USED FOR CONSTRUCTION.
DIMENSIONS ARE NOT TO BE ASSUMED FROM SCALING.

BUILDING LINES AND EASEMENTS ARE SHOWN ONLY WHERE THEY ARE SO RECORDED IN THE MAPS, OTHERWISE REFER TO YOUR DEED OR CONTRACT.

COMPARE ALL POINTS BEFORE BUILDING BY SAME AND AT ONCE REPORT ANY DIFFERENCE

Order No. 87-28098-D
Scale: 1 inch = 20 feet
Date July 29, 1987

State of Illinois
County of Lake ss.
County of Cook

We, PROFESSIONALS ASSOCIATED, do hereby certify that we have located the building on the above property.

Loc. No.

K. Peczkis

K PECZKIS
REGISTERED
LAND
SURVEYOR
No. 1590
STATE OF ILLINOIS

State of Illinois
County of Lake ss.
County of Cook

We, PROFESSIONALS ASSOCIATED, do hereby certify that we have surveyed the above described property and that the plat hereon drawn is a correct representation of said survey.

K. Peczkis

Project Narrative for 315 Briar Lane

We are replacing a fence that has been in service for over 20 years. The fence extends beyond our property line in two places and ends in Balsam Road, which is not a road – neither paved, dirt of otherwise. On the west side of the backyard, the fence extends from our home to the wire fence. On the east side of the backyard, the fence covers a sewer access manhole in Balsam Road.

The adjacent Balsam Road does have a sewer (or storm sewer) line. There is an access manhole in Brial lane and another below our existing wood fence. The current fence has a gate above the sewer access. We no longer need a gate there. The new fence will have a “removable panel” above the sewer access. This wood panel will be secured to it’s posts using screws, not nails as proposed in the permit application for the fence. The contractor has been advised that a removable wood panel is required, and they have agreed to install it.

Please issue the permit to replace our fence.

Best Regards,

William Echt

Roberta Hartman

LINCOLNWOOD OFFICE:
6522 N. LINCOLN AVENUE
CHICAGO, ILLINOIS 60645
(312) 675-3000

PROFESSIONALS ASSOCIATED

Property - Condo - Mortgage Surveys

HIGHLAND PARK OFFICE:
1510 OLD DEERFIELD ROAD
HIGHLAND PARK, ILLINOIS 60035
(312) 831-1200
(312) 831-1201

Plat of Survey

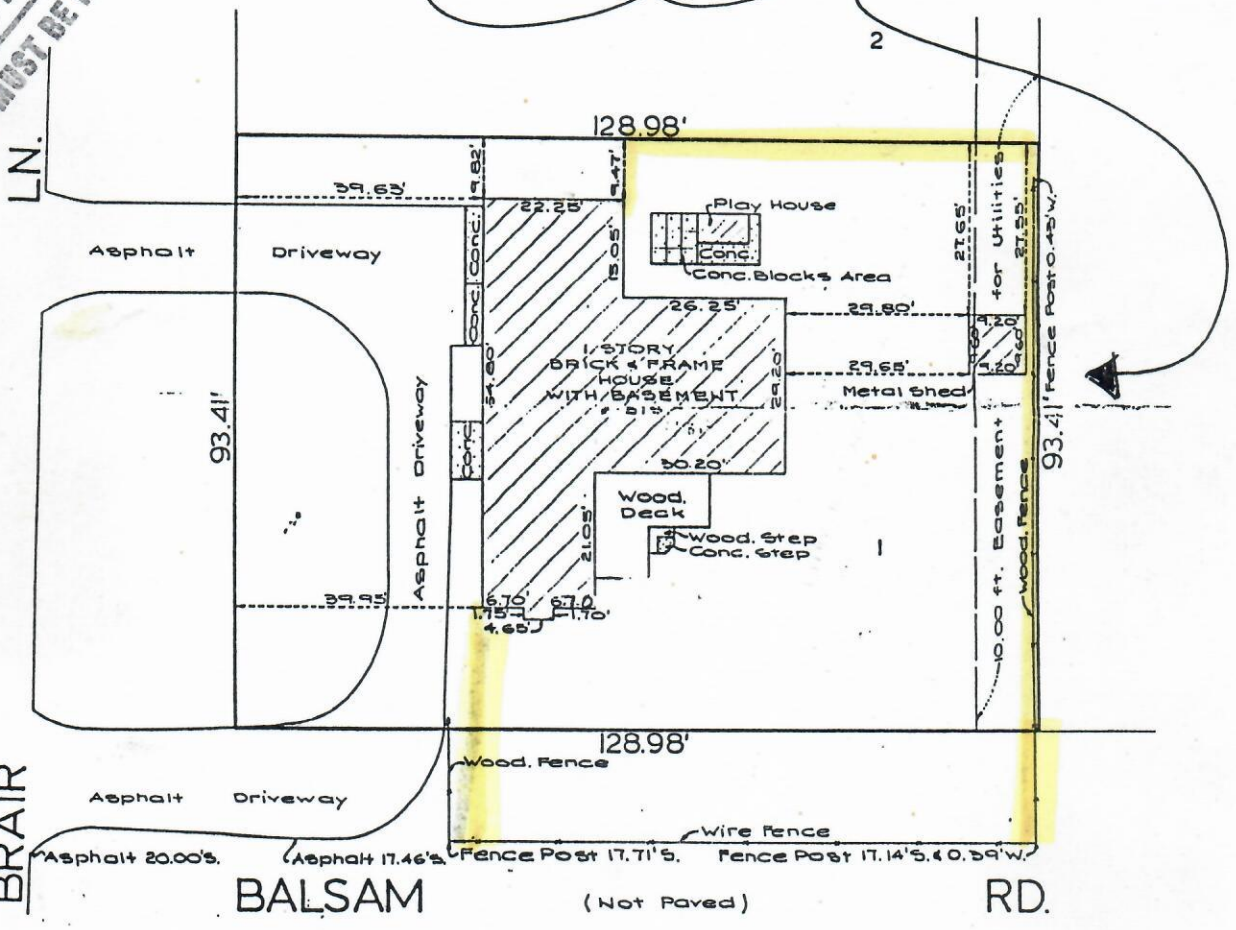
OF

NORTH

LOT 1 IN TOMICH'S RESUBDIVISION OF LOT 1 IN McGINNIS'S SUBDIVISION OF PART OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 34, TOWNSHIP 43 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, TOGETHER WITH THE SOUTH 14.00 FEET OF THAT PART OF THE EAST 156.54 FEET OF THE WEST 621.04 FEET OF SAID NORTHWEST 1/4 OF THE SOUTHEAST 1/4 NORTH OF THE ADJOINING LOT 1 IN LAKE COUNTY, ILLINOIS.

CONTRACTOR'S COPY
THIS COPY MUST BE KEPT ON JOB SITE

CONSTRUCT 4' HIGH OPEN STYLE FENCE 224 LONG PER DRAWING HIGHLIGHTED LINES



PROPOSED "IMPROVEMENT"

✓ CHECK (✓) IN BOX MEANS THAT SURVEY HAS BEEN MADE FOR USE IN CONNECTION WITH A REAL ESTATE OR MORTGAGE LOAN TRANSACTION AND IS NOT TO BE USED FOR CONSTRUCTION.
DIMENSIONS ARE NOT TO BE ASSUMED FROM SCALING.

BUILDING LINES AND EASEMENTS ARE SHOWN ONLY WHERE THEY ARE SO RECORDED IN THE MAPS, OTHERWISE REFER TO YOUR DEED OR CONTRACT.

COMPARE ALL POINTS BEFORE BUILDING BY SAME AND AT ONCE REPORT ANY DIFFERENCE

Order No. 87-28098-D
Scale: 1 inch = 20 feet
Date July 29, 1987

State of Illinois
County of Lake ss.
County of Cook

We, PROFESSIONALS ASSOCIATED, do hereby certify that we have located the building on the above property.

Loc. No.

K. Peczkis

K PECZKIS
REGISTERED
LAND
SURVEYOR
No. 1590
STATE OF ILLINOIS

State of Illinois
County of Lake ss.
County of Cook

We, PROFESSIONALS ASSOCIATED, do hereby certify that we have surveyed the above described property and that the plat hereon drawn is a correct representation of said survey.

K. Peczkis

City of Highland Park
1150 Half Day Rd.
Highland Park, Illinois 60035
847.432.0807
cityhpil.com

Memorandum

DATE: July 20, 2026

TO: Patrick Hoffmann

FROM: Anna Stawski, P.E., City Engineer

BY: Anna Ford, Civil Engineer

SUBJECT: 315 Briar Lane– NESLA-2026-00025

After reviewing the submitted documents under the NESLA-2026-0025 application the City of Highland Park's Engineering department has approved the request to replace the existing fence that is located within the City's right-of-way. The existing, private manhole that shall be accessible through a "removable panel" as described in the narrative provided for maintenance purposes.

City of Highland Park

Memorandum

Date: May 28, 2026

To: Patrick Hoffmann – Planner II

From: Ben Miller – City Forester

Subject: 315 Briar Lane

Forestry has been asked to review a proposal to install a fence, on City property, adjacent to 315 Briar Lane. My response to this request is exclusive to tree preservation, and serves the sole purpose of providing information regarding the impact this development will have upon trees.

The proposed fence is shown south of the 315 Briar Lane property line, within the undeveloped City right-of-way. The fence would encroach on a privacy hedge that runs parallel to the south property line. This hedge largely consists of European Buckthorn; a non-native, invasive shrub. The hedge does serve as a vegetative screen between 315 Briar Ln and the adjacent City property. However, no desirable trees (*Key* or *Heritage)* exist in close proximity to the proposed fence. See below:



Given the nature of the development, and proximate vegetation, I do not anticipate any impact to desirable trees/shrubs. Should this proposal receive the necessary approvals, Forestry staff will review plans as part of the City's permitting process.

Staff Report

Meeting Date: August 17, 2026

Staff Contact: Karl Burhop, Senior Planner

Department: Community Development Department

Title: A Resolution Approving a Plat of Subdivision (Corner of Laurel Ave. and McGovern St., including 790, 794, 798, 802, 806, 810, 814-834, 812-832, 836, and 844 Laurel Avenue)

Recommendation:
Staff recommend re-approving the plat of re-subdivision with variations for the properties[1] encompassing what is referred to as Phase II of the Laurel Park Townhomes development.



[1] 790 Laurel Ave., 794 Laurel Ave., 798 Laurel Ave., 802 Laurel Ave., 806 Laurel Ave., 810 Laurel Ave.; 814-834 Laurel Ave.; 812-832 Laurel Ave.; 836 Laurel Ave.; and 844 Laurel Ave.

Policy Consideration:
Background.
This plat was approved by City Council by R114-2025 (Sept. 25[1], 2025) and recommended for approval 5-0 by the Plan and Design Commission on July 15, 2025. The Laurel Park Phase II development consists of 18 townhome units and a 12-unit condominium. HP Laurel Park LLC[2] has submitted for a re-approval of the plat of resubdivision since the previously approved plat was not recorded within nine-months as required by Sec. 151.007 of City Code.

- The Applicant's narrative is found in **Attachment 1**, and the plat proposed for re-approval is **Exhibit A**.
- **Attachment 2** contains bubble comments, where changes occurred to the plat related to

easements and public benefit, in conjunction with City review and preparation to sign and record.
- **Attachment 3** are the site photo and surveys.
- **Attachment 4** are the Civil Plans that match those approved on Sept. 25, 2025.

Commission Consideration.
At its July 21[3], 2026 meeting, the Commission recommended adoption of findings of fact to re-approve the re-subdivision 6-0[4]. The finding of facts are attached as **Attachment 5**.

Subdivision Relief.
The following are variations to the Subdivision Code Sec. 151.004 were previously approved by Council on Sept. 25, 2025.

- (A)(1). The easement lot/parcel is more than 4-sides – this is a pre-existing condition from the first plat.
- (A)(2). The pads are less than 125' deep.
- (A)(5). The townhome units at the rear will not have direct access onto the public street.

Staff Comments.
None.

[1] From this website either navigate to the City Council Sept. 25, 2025 date for the packet or minutes or navigate to the resolutions for the resolution from 2025.

[2] Applicant and Property Owner

[3] Click the link for the packet and video for this meeting.

[4] Commissioner Fettner abstained.

Core Priorities:
Economic Development
This was originally approved as a Planned Development and re-subdivsion (with Design Review) to provide additional housing and related development.

Attachments:
1. Resolution
2. Exhibit A - Plat of Resubdivision
3. Attachment 1 - Applicant Narrative
4. Attachment 2 - Plat of Resubdivision w Bubble Comments
5. Attachment 3 - Site Photo & Surveys
6. Attachment 4 - Civil Plans

7. Attachment 5 - Plat of Resub. Findings of Fact

City of Highland Park

Resolution No. _____

A Resolution Approving a
Plat of Subdivision
(Corner of Laurel Ave. and McGovern St., including 790, 794, 798, 802, 806, 810, 814-834, 812-832, 836, and 844 Laurel Avenue)

WHEREAS, HP Laurel Park LLC, an Illinois limited liability company (***"Applicant"***), is the record owner of those certain parcels of real property located within the RM1 Medium-To-High Density Residential District ("***RM1 District***"), identified as Lots 1 through 21 on that certain plat of subdivision titled "Laurel Park II Resubdivision," prepared by Chicago Guaranty Survey Company, consisting of four sheets, and with a latest revised date of March 24, 2026, attached to and, by this reference, made a part of this Ordinance as **Exhibit A** (***"Final Plat"***); and

WHEREAS, the Applicant seeks to subdivide the Property into 21 lots of record ("***Proposed Subdivision***"); and

WHEREAS, the Applicant filed an application with the City for preliminary and final approval of a plat of subdivision for the Proposed Subdivision pursuant to Section 151.005 of "The Highland Park Code of 1968", as amended ("***City Code***'); and

WHEREAS, on July 21, 2026, the Plan and Design Commission of the City recommended approval of the proposed final plat of subdivision, subject to certain specified conditions;

WHEREAS, the City Council has determined that it will serve and be in the best interest of the City to approve the Proposed Subdivision, subject to the terms and conditions set forth in this Resolution;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HIGHLAND PARK, LAKE COUNTY, ILLINOIS, as follows:

SECTION ONE: RECITALS. The foregoing recitals are hereby incorporated herein and made a part of this Resolution as findings of the City Council.

SECTION TWO: APPROVAL OF FINAL PLAT. Subject to, and contingent upon, the conditions, restrictions, and provisions set forth in Section Four of this Resolution, the Final Plat is hereby approved.

SECTION THREE: GRANT OF VARIATION. Subject to, and contingent upon, the conditions, restrictions, and provisions set forth in Section Four of this Resolution, the following variations from Chapter 151 of the City Code are hereby approved with respect to the Final Plat, in accordance with, and pursuant to Section 151.009 of the City Code, as follows:

A. Lot Shape. A variation from Section 151.004(A)(1) of the City Code to allow for the creation of Lot 1 and Lot 2 of the Property with more than four sides.

B. Lot Depths. A variation from Section 151.004(A)(2) of the City Code to allow for the creation of Lots 1 through 21 on the Property to be less than 125 feet in depth.

C. Relationship to Streets. A variation from Section 151.004(A)(5) of the City Code to allow for the creation of Lots 10 through 21 to be without principal frontage on a public street on the Property.

SECTION FOUR: EXECUTION OF FINAL PLAT. The Mayor and City Clerk are hereby authorized and directed to execute and seal, on behalf of the City, the Final Plat only after the satisfaction of the following:

A. The Applicant must secure the necessary approvals from all public utility companies, provide easement statements, and locate all existing easements on the Final Plat, prior to its recordation;

B. The Applicant must secure the signatures of the City Engineer and the County Clerk on the Final Plat, prior to its recordation;

C. The Final Plat must include all certificates, signatures, and seals as required by Section 151.005(A)(12) of the City Code;

D. The Final Plat must identify monuments for all corners of the proposed lots; and

E. The Final Plat must be tied into the state plane coordinate system;

SECTION FIVE: RECORDATION OF FINAL PLAT. Upon execution of the Final Plat by the Mayor and the City Clerk, as provided in Section Four of this Resolution, the City Clerk is directed to cause the Final Plat to be recorded in the office of the Lake County Recorder.

SECTION SIX: EFFECTIVE DATE. This Resolution will be in full force and effect from and after its passage and approval in the manner provided by law.

[SIGNATURE PAGE FOLLOWS]

AYES:

NAYS:

ABSENT:

PASSED:

APPROVED:

RESOLUTION NO.

_____
Nancy R. Rotering, Mayor

ATTEST:

_____
Ghida S. Neukirch, City Clerk

EXHIBIT A

Final Plat

LAUREL PARK II RESUBDIVISION

BEING A RESUBDIVISION OF LOT 1 & PART OF LOT 2, LOTS 15 TO 20, INCLUSIVE, AND OUTLOTS A, B & C IN LAUREL PARK RESUBDIVISION, IN BLOCK 12 IN THE CITY OF HIGHLAND PARK, IN THE SOUTHWEST QUARTER OF SECTION 23, TOWNSHIP 43 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, LAKE COUNTY, ILLINOIS.

CONTAINING 64,231.5 SQ FT OR 1.47 ACRES OF LAND, MORE OR LESS.

RESERVED FOR THE RECORDER OF LAKE COUNTY USE

GRAPHIC SCALE

30 0 15 30

(IN FEET)
1" = 30'

LOT AREA TABLE		
LOT	Sq. Feet	Acres
1	4344.81	0.100
2	16292.26	0.374
3	10148.38	0.233
4	1732.47	0.040
5	1737.97	0.040
6	1693.97	0.039
7	1737.97	0.040
8	1693.97	0.039
9	1785.35	0.041
10	2002.47	0.046
11	1913.97	0.044
12	1957.97	0.045
13	1913.97	0.044
14	1957.97	0.045
15	1966.17	0.045
16	2002.47	0.046
17	1739.97	0.040
18	1957.97	0.045
19	1913.97	0.044
20	1779.97	0.041
21	1957.47	0.045
Total	64231.5	1.47



ORDERED BY: HP LAUREL PARK LLC / KINZIE BUILDERS LLC	CHECKED:	DRAWN:
ADDRESS: LAUREL PARK, HIGHLAND PARK, IL		-

CHICAGO GUARANTEE SURVEY COMPANY
A Division of PLCS, Corporation
License No. 184-005332
Professional Land Surveyors
4505 North Elston Avenue, Chicago, IL 60630
Telephone: (312) 986-9445 Email: INFO@PLCS-Survey.com

ORDER NO.	DATE:	PAGE NO.
2024-32557-001	MARCH 24, 2026	1 OF 4
	SCALE: 1 INCH = 30 FEET	

G:\CAD\2024\2024-32557\2024-32557-001.dwg

SURVEY NOTES:

NAVD88 = NORTH AMERICAN VERTICAL DATUM OF 1988

MONUMENTATION AT ALL LOT CORNERS INDICATED BY SYMBOL OR NOTATION ESTABLISHED PRIOR TO PLAT RECORDATION.

IRON PIPE IS TO BE SET AT REMAINING LOT CORNERS AFTER PLAT RECORDATION UNLESS OTHERWISE INDICATED OR NOTED HEREON.

NO DIMENSIONS SHALL BE ASSUMED BY SCALE MEASUREMENT UPON THIS PLAT.

ELEVATIONS SHOWN HEREON ARE REFERENCE TO:
CITY OF HIGHLAND PARK BENCHMARK #31

SOUTH SIDE OF DEERFIELD ROAD NEAR THE SE CORNER OF SECTION 22
6"X6"X42" CONCRETE MONUMENT WITH BRASS CAP
ELEVATION = 648.788 FEET USC AND GS

SITE BENCHMARK
NOTCH CUT ON BOLT OF FIRE HYDRANT FLANGE

OPEN SPACE AREA EASEMENT HEREBY GRANTED

LAUREL PARK II RESUBDIVISION

BEING A RESUBDIVISION OF LOT 1 & PART OF LOT 2, LOTS 15 TO 20, INCLUSIVE, AND OUTLOTS A, B & C IN LAUREL PARK RESUBDIVISION, IN BLOCK 12 IN THE CITY OF HIGHLAND PARK, IN THE SOUTHWEST QUARTER OF SECTION 23, TOWNSHIP 43 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDAN, LAKE COUNTY, ILLINOIS.

CONTAINING 64,231.5 SQ FT OR 1.47 ACRES OF LAND, MORE OR LESS.

RESERVED FOR THE RECORDER OF LAKE COUNTY USE

PLAT SUBMITTAL AND RETURN TO ADDRESS:
Department of Community Development
1150 Half Day Road
Highland Park, IL 60035

PINS:
16-23-318-028
16-23-318-029
16-23-318-030
16-23-318-031
16-23-318-040
16-23-318-041
16-23-318-042
16-23-318-043
16-23-318-044
16-23-318-045
16-23-318-046

PERMISSION TO RECORD CERTIFICATE
State of Illinois)
County of Cook)ss

I, Brian S. Stout, an Illinois Professional Land Surveyor No. 3584,
do hereby grant permission to the City of Highland Park to record this plat.

Dated this 7th day of May, 2026

Illinois Professional Land Surveyor

EASEMENT PROVISIONS - LAUREL PARK II RESUBDIVISION

LOT 1 EASEMENT

A NON-EXCLUSIVE EASEMENT IS HEREBY RESERVED FOR AND GRANTED TO THE CITY OF HIGHLAND PARK, ITS SUCCESSORS AND ASSIGNS, WITHIN LOT 1 TO ENTER UPON, INSTALL, LAY, CONSTRUCT, RENEW, OPERATE, MAINTAIN, REPAIR, ALTER AND REMOVE UNDERGROUND PIPES, MAINS, TOGETHER WITH ALL OTHER NECESSARY EQUIPMENT FOR THE PURPOSE OF SERVING THIS SUBDIVISION WITH SANITARY SEWER, WATER MAINS AND STORM WATER UTILITIES. ALL FACILITIES AND EQUIPMENT TO BE INSTALLED OR CONSTRUCTED PURSUANT TO THIS EASEMENT GRANT SHALL BE LOCATED UNDERGROUND TO THE MAXIMUM EXTENT PRACTICABLE. IN NO EVENT SHALL ANY ABOVE GROUND POLES, OVERHEAD WIRES OR OVERHEAD CABLES BE ERECTED OR CONSTRUCTED. NO PERMANENT BUILDINGS SHALL BE PLACED ON SAID EASEMENT, BUT SUCH EASEMENT AREA MAY BE UTILIZED FOR AND IMPROVED WITH OPEN GREEN SPACE, PAVED AREAS, SIDEWALK, GARDENS, SHRUBS, LANDSCAPING AND OTHER PURPOSES THAT DO NOT THEN OR LATER INTERFERE WITH THE AFORESAID USES OR THE RIGHTS HEREIN GRANTED.

PUBLIC PARKLET EASEMENT

A NON-EXCLUSIVE EASEMENT IS HEREBY RESERVED FOR THE CITY OF HIGHLAND PARK AND FOR THE GENERAL PUBLIC, UPON, OVER, THROUGH, ALONG, AND ACROSS LOT 1 FOR PUBLIC PEDESTRIAN ACCESS, AS FURTHER DESCRIBED AND SET FORTH IN THAT CERTAIN EASEMENT AGREEMENT DATED ON OR AROUND THE DATE OF THIS PLAT AND RECORDED IN THE OFFICE OF THE LAKE COUNTY RECORDER CONCURRENTLY HEREWITH.

LOT 2 EASEMENT

A NON-EXCLUSIVE EASEMENT IS HEREBY RESERVED FOR AND GRANTED TO THE CITY OF HIGHLAND PARK, NORTH SHORE GAS, SBC, COMMONWEALTH EDISON COMPANY, AND ANY OTHER PUBLIC UTILITY COMPANY OR CABLE TELEVISION COMPANY AUTHORIZED TO OPERATE IN THE CITY OF HIGHLAND PARK, AND EACH OF THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, WITHIN LOT 2 TO ENTER UPON, INSTALL, LAY, CONSTRUCT, RENEW, OPERATE, MAINTAIN, REPAIR, ALTER AND REMOVE UNDERGROUND PIPES, MAINS, CONDUITS AND CABLES, TOGETHER WITH ALL OTHER NECESSARY EQUIPMENT FOR THE PURPOSE OF SERVING THIS SUBDIVISION WITH WATER, SANITARY SEWER, STORM WATER UTILITIES, NATURAL GAS, TELEPHONE, ELECTRIC AND CABLE TELEVISION SERVICE. ALL FACILITIES AND EQUIPMENT TO BE INSTALLED OR CONSTRUCTED PURSUANT TO THIS EASEMENT GRANT SHALL BE LOCATED UNDERGROUND TO THE MAXIMUM EXTENT PRACTICABLE. IN NO EVENT SHALL ANY ABOVE GROUND POLES, OVERHEAD WIRES OR OVERHEAD CABLES BE ERECTED OR CONSTRUCTED. NO PERMANENT BUILDINGS OR TREES SHALL BE PLACED ON SAID EASEMENT, BUT SUCH EASEMENT AREA MAY BE UTILIZED FOR DRIVEWAYS AND IMPROVED WITH OPEN GREEN SPACE, DRIVEWAYS, PAVED AREAS, SIDEWALK, GARDENS, SHRUBS, LANDSCAPING AND OTHER PURPOSES THAT DO NOT THEN OR LATER INTERFERE WITH THE AFORESAID USES OR THE RIGHTS HEREIN GRANTED.

OPEN SPACE EASEMENT

A NON-EXCLUSIVE, IRREVOCABLE AND PERPETUAL EASEMENT SOLELY FOR THE PURPOSE OF COMMON OPEN SPACE IS HEREBY RESERVED AND GRANTED OVER, UPON AND ACROSS THOSE PORTIONS OF LOTS 1 TO 21, INCLUSIVE, CROSS-HATCHED AND DEPICTED AS "OPEN SPACE AREA" (HEREINAFTER REFERRED TO AS THE "OPEN SPACE EASEMENT") THE OPEN SPACE EASEMENT IS FOR THE USE AND BENEFIT OF EACH AND EVERY OWNER OF A RESIDENTIAL TOWNHOME OR CONDOMINIUM UNIT TO BE CONSTRUCTED WITHIN THE LAUREL PARK II RESUBDIVISION, AND THEIR TENANTS, HOUSEHOLD MEMBERS, GUESTS AND INVITEES, AND SHALL INCLUDE RIGHTS OF INGRESS AND EGRESS. THE OPEN SPACE EASEMENT SHALL NOT BE TERMINATED OR VACATED WITHOUT THE PRIOR WRITTEN CONSENT OF THE CITY. GRANTOR SHALL BE RESPONSIBLE FOR MAINTAINING THE OPEN SPACE AREA AND FOR PAYING THE COSTS ASSOCIATED THEREWITH, PROVIDED THAT GRANTOR MAY ASSIGN SUCH RESPONSIBILITY TO ONE OR MORE HOMEOWNERS ASSOCIATIONS. UPON THE ASSIGNMENT OF SUCH RESPONSIBILITY SUCH HOMEOWNERS ASSOCIATION(S) SHALL BE RESPONSIBLE FOR MAINTAINING THE OPEN SPACE AREA AND FOR PAYING THE COSTS ASSOCIATED THEREWITH AND THE DEVELOPER SHALL BE RELEASED FROM SUCH RESPONSIBILITY. IN NO EVENT SHALL THE CITY OF HIGHLAND PARK BE RESPONSIBLE FOR MAINTAINING THE OPEN SPACE AREA.

THE OPEN SPACE EASEMENT IS GRANTED IN ACCORDANCE WITH THAT CERTAIN SPECIAL USE ORDINANCE NO. 23-06 APPROVED BY THAT CORPORATE AUTHORITIES OF HIGHLAND PARK ON MARCH 13, 2006, AS MODIFIED BY THAT CERTAIN SPECIAL USE ORDINANCE NO. O52-2025 FURTHER APPROVED BY THAT CORPORATE AUTHORITIES OF HIGHLAND PARK ON SEPTEMBER 25, 2025.

EASEMENT PROVISIONS

AN EASEMENT FOR SERVING THIS SUBDIVISION AND OTHER PROPERTY WITH ELECTRIC AND NATURAL GAS AND COMMUNICATIONS SERVICE IS HEREBY RESERVED FOR AND GRANTED TO:

COMMONWEALTH EDISON COMPANY
ILLINOIS BELL TELEPHONE COMPANY (AMERITECH), GRANTEES,
NORTHERN ILLINOIS GAS COMPANY
COMCAST CABLE COMPANY

THEIR RESPECTIVE LICENSEES, SUCCESSORS AND ASSIGNS, JOINTLY AND SEVERALLY TO CONSTRUCT, OPERATE, REPAIR, MAINTAIN, MODIFY, RECONSTRUCT, REPLACE, SUPPLEMENT, RELOCATE AND REMOVE, FROM TIME TO TIME, FACILITIES USED IN CONNECTION WITH OVERHEAD AND UNDERGROUND TRANSMISSION AND DISTRIBUTION OF ELECTRICITY AND SOUNDS AND SIGNALS AND NATURAL GAS IN, OVER, UNDER, ACROSS, ALONG AND UPON THE SURFACE OF THE PROPERTY SHOWN WITHIN THE SHADED AREA ON THE PLAT MARKED "EASEMENT", TOGETHER WITH THE RIGHT TO INSTALL REQUIRED SERVICE CONNECTIONS OVER OR UNDER THE SURFACE OF EACH LOT AND COMMON AREA OR AREAS TO SERVE IMPROVEMENTS THEREON, OR ON ADJACENT LOTS, AND COMMON AREA OR AREAS, AND TO SERVE OTHER PROPERTY, ADJACENT OR OTHERWISE, AND THE RIGHT TO CUT, TRIM, OR REMOVE OBSTRUCTIONS FROM THE SURFACE AND SUBSURFACE, INCLUDING BUT NOT LIMITED TO TREES, BUSHES, ROOTS, AND FENCES AS MAY BE REASONABLY REQUIRED INCIDENT TO THE RIGHTS HEREIN GIVEN, AND THE RIGHT TO ENTER UPON THE SUBDIVIDED PROPERTY FOR ALL SUCH PURPOSES.
OBSTRUCTIONS SHALL NOT BE PLACED OVER GRANTEE'S FACILITIES OR IN, UPON OR OVER THE PROPERTY IDENTIFIED ON THIS PLAT AS "EASEMENT" WITHOUT THE PRIOR WRITTEN CONSENT OF THE GRANTEES.
AFTER INSTALLATION OF ANY SUCH FACILITIES, THE GRADE OF THE SUBDIVIDED PROPERTY SHALL NOT BE ALTERED IN A MANNER SO AS TO INTERFERE WITH THE PROPER OPERATION AND MAINTENANCE THEREOF.
THE TERM "COMMON ELEMENTS" SHALL HAVE THE MEANING SET FORTH FOR SUCH TERM THE "CONDOMINIUM PROPERTY ACT", CHAPTER 765 ILLINOIS COMPILED STATUTES, 605/2, AS AMENDED FROM TIME TO TIME.

THE TERM "COMMON AREA OR AREAS" IS DEFINED AS A LOT, PARCEL OR AREA OF REAL PROPERTY INCLUDING REAL PROPERTY SURFACED WITH INTERIOR DRIVEWAYS AND WALKWAYS, THE BENEFICIAL USE AND ENJOYMENT OF WHICH IS RESERVED IN WHOLE AS AN APPURTENANCE TO THE SEPARATELY OWNED LOTS/PARCELS OR AREAS WITHIN THE PLANNED DEVELOPMENT, EVEN THOUGH SUCH AREAS MAY BE DESIGNATED ON THE PLAT BY OTHER TERMS.
RELOCATION OF FACILITIES WILL BE DONE BY GRANTEES AT COST OF THE GRANTOR/LOT OWNER, UPON WRITTEN REQUEST.

NORTH SHORE GAS EASEMENT PROVISIONS

AN EASEMENT IS HEREBY RESERVED FOR AND GRANTED TO THE NORTH SHORE GAS COMPANY
ITS SUCCESSORS AND ASSIGNS, TO INSTALL, CONSTRUCT, RECONSTRUCT, OPERATE, MAINTAIN, INSPECT, REPAIR, RENEW, REPLACE, ALTER, REMOVE, CHANGE THE SIZE OF OR ABANDON IN PLACE PIPELINES, GAS MAINS, SERVICE PIPES, AND SUCH DRIPS, VALVES, VALVE BOXES, FITTINGS, METERS, REGULATORS AND OTHER EQUIPMENT AND APPURTENANCES AS MAY BE NECESSARY OR CONVENIENT FOR SUCH OPERATIONS IN, THROUGH, UNDER, ACROSS AND WITHIN ANY AREAS THAT ARE RESERVED FOR THE PURPOSE OF A UTILITY EASEMENT AND ALL ROADS, STREETS, COMMON AREAS (IF ANY) WITHIN THE SUBDIVISION TOGETHER WITH THE RIGHT TO INSTALL REQUIRED SERVICE CONNECTIONS UNDER THE SURFACE OF EACH LOT TO SERVE IMPROVEMENTS THEREON AND ALSO TEE RIGHT TO ENTER UPON THE SUBDIVISION PROPERTY FOR ALL SUCH OPERATIONS. NO OBSTRUCTIONS OR STRUCTURES OF ANY KIND SHALL BE PLACED OVER GRANTEE'S FACILITIES WITHOUT THE PRIOR WRITTEN CONSENT OF GRANTEE, GRANTEE'S FACILITIES. EQUIPMENT AND APPURTENANCES, WREN INSTALLED, WILL NOT INTERFERE WITH THE MOVEMENT OF TRAFFIC UPON SUCH ROADS, STREETS OR COMMON AREAS.

SURVEYORS CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF COOK)SS

I, BRIAN S. STOUT, A PROFESSIONAL ILLINOIS LAND SURVEYOR, DO HEREBY CERTIFY THAT I HAVE SURVEYED AND SUBDIVIDED:

PARCEL 1:
LOT 1, LOTS 15 THROUGH 20, INCLUSIVE, OUTLOT A AND OUTLOT B IN THE LAUREL PARK RESUBDIVISION, BEING A RESUBDIVISION IN BLOCK 12 IN THE CITY OF HIGHLAND PARK, LAKE COUNTY, ILLINOIS IN THE SOUTHWEST QUARTER OF SECTION 23, TOWNSHIP 43 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED IN THE OFFICE OF THE LAKE COUNTY RECORDER ON DECEMBER 14, 2006, AS DOCUMENT NUMBER 6106194 AND CERTIFICATE OF CORRECTION RECORDED AS DOCUMENT NUMBER 6514972, TOGETHER WITH THAT PART OF LOT 2 IN LAUREL PARK RESUBDIVISION AFORESAID, LYING WESTERLY OF THE FOLLOWING DESCRIBED LINE:
BEGINNING AT A POINT ON THE NORTHWESTERLY LINE OF LOT 2 AFORESAID, BEING ALSO THE SOUTHEASTERLY LINE OF LAUREL AVENUE, 9.51 FEET NORTHEASTERLY OF THE NORTHEAST CORNER OF OUTLOT B; THENCE SOUTH 25 DEGREES 40 MINUTES 46 SECONDS EAST 108.00 FEET; THENCE NORTH 64 DEGREES 19 MINUTES 14 SECONDS EAST 8.01 FEET; THENCE SOUTH 25 DEGREES 40 MINUTES 46 SECONDS EAST 3.00 FEET TO THE NORTHWEST CORNER OF LOT 20 AFORESAID AND THE POINT OF TERMINUS, IN LAKE COUNTY, ILLINOIS.

PARCEL 2:
OUTLOT C IN LAUREL PARK RESUBDIVISION, BEING A RESUBDIVISION IN BLOCK 12 IN THE CITY OF HIGHLAND PARK, LAKE COUNTY, ILLINOIS IN THE SOUTHWEST QUARTER OF SECTION 23, TOWNSHIP 43 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED IN THE OFFICE OF THE LAKE COUNTY RECORDER ON DECEMBER 14, 2006, AS DOCUMENT NUMBER 6106194 AND CERTIFICATE OF CORRECTION RECORDED AS DOCUMENT NUMBER 6514972, IN LAKE COUNTY, ILLINOIS.

CONTAINING, IN THE AGGREGATE, 64,231.5 SQUARE FEET, OR 1.47 ACRES, MORE OR LESS.

I FURTHER CERTIFY THAT THE PROPERTY DESCRIBED HEREON IS LOCATED WITHIN THE CORPORATE LIMITS OF THE CITY OF HIGHLAND PARK, LAKE COUNTY, ILLINOIS.

I FURTHER CERTIFY THAT ALL OF THE PROPERTY APPEARS IN PROPERTY APPEARS IN "OTHER AREAS" ZONE X, AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN, PER FLOOD INSURANCE RATE MAP LAKE COUNTY, ILLINOIS, MAP NO. 17097C 0291L, EFFECTIVE DATE OCTOBER 5, 2023.

DIMENSIONS ARE SHOWN IN FEET AND DECIMAL PARTS THEREOF AND ARE CORRECTED TO A TEMPERATURE OF 62° FAHRENHEIT.

FIELD MEASUREMENTS COMPLETED ON JANUARY 3, 2025.

SIGNED ON MAY 7, 2026.

BY:
BRIAN S. STOUT

PROFESSIONAL ILLINOIS LAND SURVEYOR NO. 3584
MY LICENSE EXPIRES NOVEMBER 30, 2026

BRIAN S. STOUT NO. 3584 PROFESSIONAL LAND SURVEYOR STATE OF ILLINOIS CHICAGO, ILLINOIS

SURVEY NOTES:

NAVD88 = NORTH AMERICAN VERTICAL DATUM OF 1988

MONUMENTATION AT ALL LOT CORNERS INDICATED BY SYMBOL OR NOTATION ESTABLISHED PRIOR TO PLAT RECORDATION.

IRON PIPE IS TO BE SET AT REMAINING LOT CORNERS AFTER PLAT RECORDATION UNLESS OTHERWISE INDICATED OR NOTED HEREON.

NO DIMENSIONS SHALL BE ASSUMED BY SCALE MEASUREMENT UPON THIS PLAT.

ELEVATIONS SHOWN HEREON ARE REFERENCE TO:
CITY OF HIGHLAND PARK BENCHMARK #31

SOUTH SIDE OF DEERFIELD ROAD NEAR THE SE CORNER OF SECTION 22
6"X6"X42" CONCRETE MONUMENT WITH BRASS CAP
ELEVATION = 648.788 FEET USC AND GS

SITE BENCHMARK
NOTCH CUT ON BOLT OF FIRE HYDRANT FLANGE

SEND TAX BILLS TO:

HP LAUREL PARK LLC
5215 OLD ORCHARD RD., STE. 130
SKOKIE, IL 60077

ORDERED BY: HP LAUREL PARK LLC / KINZIE BUILDERS LLC	CHECKED:	DRAWN:
ADDRESS: LAUREL PARK, HIGHLAND PARK, IL	-	-

CHICAGO GUARANTEE SURVEY COMPANY
A Division of PLCS, Corporation
License No. 184-005332
Professional Land Surveyors
4505 North Elston Avenue, Chicago, IL 60630
Telephone: (312) 986-9445 Email: INFO@PLCS-Survey.com

ORDER NO.	DATE:	PAGE NO.
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LAUREL PARK II RESUBDIVISION

BEING A RESUBDIVISION OF LOT 1 & PART OF LOT 2, LOTS 15 TO 20, INCLUSIVE, AND OUTLOTS A, B & C IN LAUREL PARK RESUBDIVISION, IN BLOCK 12 IN THE CITY OF HIGHLAND PARK, IN THE SOUTHWEST QUARTER OF SECTION 23, TOWNSHIP 43 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDAN, LAKE COUNTY, ILLINOIS.

CONTAINING 64,231.5 SQ FT OR 1.47 ACRES OF LAND, MORE OR LESS.

OWNER'S CERTIFICATE

HP Laurel Park LLC,
an Illinois limited liability company

does hereby certify that it is the owner of the property described hereon and that it has caused the said property to be surveyed and dedicated as shown hereon.

Dated:_____A.D.20___.

By:_____
Simon Berger
Its: Manager

State of Illinois)
County of Lake)ss

I, _____, a notary public in and for the county in the state aforesaid, do hereby certify that of said HP Laurel Park LLC, Simon Berger, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as its Manager appeared before me this day in person and acknowledged that he signed and delivered the same instrument as his free and voluntary act and as the free and voluntary act of said HP Laurel Park LLC, as owner of the property, for the uses and purposes therein set forth.

Given under my hand and notarial seal this _____day of_____A.D.20___.

_____
Notary Public

CERTIFICATE OF CITY ENGINEER

I,_____ ENGINEER OF THE CITY OF HIGHLAND PARK, DO HEREBY APPROVE THIS PLAT WHICH MEETS THE MINIMUM REQUIREMENTS OF SAID CITY.

DATED THIS _____ DAY OF _____, 20__.

BY: _____
CITY ENGINEER

PLAN & DESIGN COMMISSION CERTIFICATE
STATE OF ILLINOIS) S.S.
COUNTY OF LAKE)

APPROVED BY THE PLAN & DESIGN COMMISSION OF THE CITY OF HIGHLAND PARK ON _____20___.

BY: _____ (CHAIR) ATTEST:_____(SECRETARY)

NAME:_____ NAME: _____

CITY COLLECTOR CERTIFICATE

STATE OF ILLINOIS) S.S.
COUNTY OF LAKE)

I,_____, COLLECTOR OF THE CITY OF HIGHLAND PARK, ILLINOIS, DO HEREBY CERTIFY THAT I FIND NO DEFERRED INSTALLMENTS OF OUTSTANDING UNPAID SPECIAL ASSESSMENTS AGAINST ANY OF THE REAL ESTATE INCLUDED IN THE PLAT HEREON DRAWN.

DATED AT HIGHLAND PARK, ILLINOIS THIS _____ DAY OF _____ ,A.D. 20__.

BY: _____
CITY COLLECTOR, HIGHLAND PARK, IL.

CITY CERTIFICATE
STATE OF ILLINOIS) S.S.
COUNTY OF LAKE)

I,_____ MAYOR OF THE CITY OF HIGHLAND PARK, ILLINOIS, DO HEREBY CERTIFY THAT THE PLAT WAS PRESENTED TO, AND BY RESOLUTION, DULY APPROVED, BY THE CITY COUNCIL AT ITS MEETING HELD ON ._____, 20__.

IN WITNESS WHEREOF, I HAVE HERETO SET MY HAND AND THE SEAL OF THE CITY OF HIGHLAND PARK, ILLINOIS, THIS_____ DAY OF_____ A.D. 20__.

BY:_____ (MAYOR)

ATTEST: _____(CITY CLERK) NAME:_____ (seal)

DRAINAGE CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF COOK)SS

TO THE BEST OF OUR KNOWLEDGE AND BELIEF, THE DRAINAGE OF THE SURFACE WATERS WILL NOT BE CHANGED BY THE CONSTRUCTION OF THIS SUBDIVISION OR ANY PART THEREOF, OR, THAT IF SUCH SURFACE WATER DRAINAGE WILL BE CHANGED, ADEQUATE PROVISION HAS BEEN MADE FOR THE COLLECTION AND DIVERSION OF SUCH SURFACE WATERS INTO PUBLIC AREA OR DRAINS WHICH THE SUBDIVIDER HAS A RIGHT TO USE, AND THAT SUCH SURFACE WATERS WILL NOT BE DEPOSITED ON THE PROPERTY OF ADJOINING LAND OWNERS IN SUCH CONCENTRATIONS AS MAY CAUSE DAMAGE TO THE ADJOINING PROPERTY BECAUSE OF THE CONSTRUCTION OF THE SUBDIVISION.

DATED THIS _____DAY OF _____, 20____A.D.

_____
ILLINOIS REGISTERED PROFESSIONAL ENGINEER NO. _____

_____

SCHOOL DISTRICT CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF LAKE) s.s.
THIS IS TO CERTIFY THAT HP LAUREL PARK LLC, AS OWNER OF THE PROPERTY DESCRIBED AS THE SUBDIVISION AND LEGALLY DESCRIBED ON THE PLAT OF THE SAME NAME, HAVE DETERMINED TO THE BEST OF ITS KNOWLEDGE THE SCHOOL DISTRICT IN WHICH EACH OF THE FOLLOWING LOTS LIES.

LOT NUMBERS 1 & 2, 15 - 20 AND OUTLOTS A, B & C: SCHOOL DISTRICTS

ELEMENTARY SCHOOL DISTRICT: NORTH SHORE SCHOOL DISTRICT 112

HIGH SCHOOL DISTRICT: NORTH SHORE SCHOOL DISTRICT 113

By:_____
MANAGER, HP LAUREL PARK LLC

State of Illinois)
County of Lake)ss

I,_____, a Notary Public in and for the County and State aforesaid, do hereby certify that of said HP Laurel Park LLC, Simon Berger, is known to me to be the same person who appeared before me this day in person and acknowledged that he (she) is the Manager for the owner of the property described on the plat hereon drawn and that as such owner he (she) signed, sealed and delivered the said instrument for the uses and purposes therein set forth.

Given under my hand and notarial seal

this _____day of_____A.D.20___.

COUNTY CLERK'S CERTIFICATE
STATE OF ILLINOIS)
COUNTY OF LAKE)

I, _____, County Clerk of Lake County, Illinois, do hereby certify that there are no delinquent general taxes, unpaid current general taxes, delinquent special assessments. or unpaid current special assessments against any of the land included in the described property. I further certify that I have received all statutory fees in connection with the plat.

Given under my hand and seal of the County Clerk of Lake County, Illinois.

This _____ day of _____ , A.D. 20____.

_____
Lake County Clerk

EASEMENT PROVISIONS
Easements designated for underground and surface telecommunications, public utilities, and drainage facilities are hereby reserved for, and granted to, the City of Highland Park, and the providers of telecommunications and public utilities, their successors and assigns, in all platted easement areas shown on this plat Said easements shall be for the purpose of installing, extending, constructing, repairing, maintaining, reconstructing, and operating such telecommunications, public utilities and sanitary and storm sewer facilities and related appurtenances, in under, across, along and upon, the so designated easement area in order to serve all areas shown on this plat as well as other real property, whether or not contiguous thereto.

This grant of easement shall include the right of the grantee to enter upon the subdivided property for all such purposes, and the right, without liability, to cut, trim, alter, or remove any vegetation, roots structures, or devices within the designated easement area as may be reasonably required incident to the rights herein given. Without prior written consent of the grantees hereunder, no buildings, structures," or other . obstructions shall be constructed placed, or planted in any such easement areas, nor shall any other use be made thereof which will interfere with the easements reserved and granted hereby.

UTILITY ACCEPTANCE CERTIFICATE
The Undersigned Grantees Hereby Accept the Following Grant of Easement Subject to its Terms.

COMMONWEALTH EDISON COMPANY

By:

_____

Title:

_____

Dated this _____ day of _____, 20__.

ILLINOIS BELL TELEPHONE COMPANY

By:

_____

Title:

_____

Dated this _____ day of _____, 20__.

NORTHERN ILLINOIS GAS COMPANY

By:

_____

Title:

_____

Dated this _____ day of _____, 20__.

COMCAST CABLE COMPANY

By:

_____

Title:

_____

Dated this _____ day of _____, 20__.

ORDERED BY: HP LAUREL PARK LLC / KINZIE BUILDERS LLC		CHECKED:	DRAWN: -
ADDRESS: LAUREL PARK, HIGHLAND PARK, IL			
CHICAGO GUARANTEE SURVEY COMPANY A Division of PLCS, Corporation License No. 184-005332 Professional Land Surveyors 4505 North Elston Avenue, Chicago, IL 60630 Telephone: (312) 986-9445 Email: INFO@PLCS-Survey.com			
ORDER NO. 2024-32557-001	DATE: MARCH 24, 2026 SCALE: 1 INCH = 30 FEET		PAGE NO. 3 OF 4

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SURVEY NOTES:

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SOUTH SIDE OF DEERFIELD ROAD NEAR THE SE CORNER OF SECTION 22
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ELEVATION = 648.788 FEET USC AND GS

SITE BENCHMARK
NOTCH CUT ON BOLT OF FIRE HYDRANT FLANGE

LAUREL PARK II RESUBDIVISION

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CONTAINING 64,231.5 SQ FT OR 1.47 ACRES OF LAND, MORE OR LESS.

LAUREL PARK ROW HOMES
HOMEOWNERS ASSOCIATION

By:_____
Name: Joyce Gerstein
Its: President

STATE OF ILLINOIS)
) ss:
COUNTY OF LAKE)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that **Joyce Gerstein**, personally known to me to be the President of **Laurel Park Row Homes Homeowners Association**, an Illinois not-for-profit corporation, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that she signed, sealed and delivered the said instrument as her free and voluntary act, and as the free and voluntary act of said company, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this _____ day of _____, 2026.

MORTGAGEE

HEARTLAND BANK & TRUST COMPANY

By:_____
Name: Justin Kennedy
Its: Senior Vice President

TATE OF ILLINOIS)
) ss:
COUNTY OF LAKE)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that

Justin Kennedy personally known to me to be the Senior Vice President of **Heartland Bank & Trust Company**, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that she signed, sealed and delivered the said instrument as his/her free and voluntary act, and as the free and voluntary act of said company, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this _____ day of _____, 2026.

ORDERED BY: HP LAUREL PARK LLC / KINZIE BUILDERS LLC		CHECKED:
ADDRESS: LAUREL PARK, HIGHLAND PARK, IL		DRAWN: -

CHICAGO GUARANTEE SURVEY COMPANY
A Division of
PLCS, Corporation
License No. 184-005332
Professional Land Surveyors
4505 North Elston Avenue, Chicago, IL 60630
Telephone: (312) 986-9445 Email: INFO@PLCS-Survey.com

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SURVEY NOTES:

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6"X6"X42" CONCRETE MONUMENT WITH BRASS CAP
ELEVATION = 648.788 FEET USC AND GS

SITE BENCHMARK
NOTCH CUT ON BOLT OF FIRE HYDRANT FLANGE

HINSHAW

ATTORNEYS AT LAW
151 North Franklin Street
Suite 2500
Chicago, IL 60606

312-704-3000
312-704-3001 (fax)
www.hinshawlaw.com

Anthony M. Ochs
312-704-3726
aochs@hinshawlaw.com

July 9, 2026

City of Highland Park
Department of Community Development –
Planning Division
1150 Half Day Road
Highland Park, Illinois 60035

Re: **Approval of Plat of Subdivision for Laurel Park Subdivision**
790 – 844 Laurel Avenue, Highland Park, Illinois 60035 (the "**Property**")
(PIN(s): 16-23-318-028; 16-23-318-029; 16-23-318-030; 16-23-318-031; 16-23-318-040; 16-23-318-041; 16-23-318-042; 16-23-318-043; 16-23-318-044; 16-23-318-045 & 16-23-318-046)

To Whom It May Concern:

HP Laurel Park LLC ("**Owner**"), the owner of the Property, previously submitted applications for planned development to construct eighteen (18) townhomes and one condominium building holding twelve (12) units therein (the "**Development**") on the Property. On September 25, 2025, the City of Highland Park passed the following approvals for the Development (collectively, the "**Development Approvals**"):

- Highland Park Ordinance No. O52-2025 - Ordinance Amending a Special Use Permit for a Planned Development and Amending an Inclusionary Housing Plan;
- Highland Park Resolution No. R114-2025 – Resolution Approving a Plat of Subdivision; and
- Highland Park Resolution No. R115-2025 – Resolution Approving a First Amendment to the Development Agreement.

Since receiving the Development Approvals, Owner has been working in good faith and coordinating with Highland Park's Building Division and Planning Division to commence the Development. Owner has submitted plans and permit applications to the Building Division to begin construction, and Owner has submitted executed agreements to the Planning Division pursuant to the Development Approvals, including an executed First Amendment to Development Agreement (pursuant to Highland Park Resolution No. R115-2025) and the Transferee Assumption Agreement.

Additionally, as of the date hereof, Owner has submitted a partially executed Plat of Subdivision for the Development pursuant to Highland Park Resolution No. R114-2025. Unfortunately, the Plat of Subdivision has not yet been recorded with the Lake County Recorder of Deeds; however, Owner continues to work with the City to finalize recordation of the Plat.

Section 151.007 of the Highland Park Code of Ordinances (the "**Code**") requires any plat of subdivision approved by City Council to be recorded with the Recorder of Deeds within nine (9) months after the date of final approval. If the approved plat is not recorded within such nine (9)-month period, then the plat of subdivision must be re-approved by the City before it can be validly recorded. Accordingly, Owner hereby requests that the Plan and Design Commission and City Council confirm their approval of the Plat of Subdivision for the Laurel Park Resubdivision, which was previously granted as part of the Development Approvals.

We believe the intent of Section 151.007 of the Code is to prevent approved projects from becoming stale and not progressing. That is not the case for the Development. Owner has already closed on a construction loan to fund the Development, and Owner's general contractor, architect, and civil engineer have been in communication with, and have submitted plans and specifications to, the City's Building and Engineering Divisions for the Development. We are eager to commence construction of this Project.

Owner thanks the City in advance for its support of the Development. Please feel free to contact our office with any additional comments or questions from Highland Park staff. Thank you.

Very truly yours,

HINSHAW & CULBERTSON LLP

Anthony M. Ochs
312-704-3726
aochs@hinshawlaw.com

LAUREL PARK II RESUBDIVISION

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CONTAINING 64,231.5 SQ FT OR 1.47 ACRES OF LAND, MORE OR LESS.

RESERVED FOR THE RECORDER OF LAKE COUNTY USE

GRAPHIC SCALE

30 0 15 30

(IN FEET)
1" = 30'

LOT AREA TABLE		
LOT	Sq. Feet	Acres
1	4344.81	0.100
2	16292.26	0.374
3	10148.38	0.233
4	1732.47	0.040
5	1737.97	0.040
6	1693.97	0.039
7	1737.97	0.040
8	1693.97	0.039
9	1785.35	0.041
10	2002.47	0.046
11	1913.97	0.044
12	1957.97	0.045
13	1913.97	0.044
14	1957.97	0.045
15	1966.17	0.045
16	2002.47	0.046
17	1739.97	0.040
18	1957.97	0.045
19	1913.97	0.044
20	1779.97	0.041
21	1957.47	0.045
Total	64231.5	1.47



PRELIMINARY

OPEN SPACE AREA EASEMENT HEREBY GRANTED

SURVEY NOTES:

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ORDERED BY: HP LAUREL PARK LLC / KINZIE BUILDERS LLC	CHECKED:	DRAWN:
ADDRESS: LAUREL PARK, HIGHLAND PARK, IL		-

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CONTAINING 64,231.5 SQ FT OR 1.47 ACRES OF LAND, MORE OR LESS.

RESERVED FOR THE RECORDER OF LAKE COUNTY USE

The same Lot 1 Easement for underground water and sewer utilities was listed on the original 2006 Plat of Subdivision for Phase I of Laurel Park Subdivision, and we added in response to HP Engineer comments to reflect this easement remaining in effect and not being extinguished by new Plat for Phase II. Per HP comments, we added reference to stormwater utilities also being installed pursuant to the existing easement.

Easement for public parklet was added in connection with the separate Easement Agreement for the parklet circulated by Highland Park, and we made a reference to the Easement Agreement on this Plat of Subdivision. The public parklet was openly presented and discussed at public hearing for this project in connection with the public benefit approval.

The same Lot 2 Easement for underground utilities was listed on the original 2006 Plat of Subdivision for Phase I of Laurel Park Subdivision, and we added in response to HP Engineer comments to reflect this easement remaining in effect and not being extinguished by new Plat for Phase II. Per HP comments, we added reference to stormwater utilities also being installed pursuant to the existing easement.

The same Easement for open space was listed on the original 2006 Plat of Subdivision for Phase I of Laurel Park Subdivision, and we added in response to HP Engineer comments to reflect this easement remaining in effect and not being extinguished by new Plat for Phase II. Easement language for open space is also specified in existing Development Agreement

EASEMENT PROVISIONS - LAUREL PARK II RESUBDIVISION

LOT 1 EASEMENT

A NON-EXCLUSIVE EASEMENT IS HEREBY RESERVED FOR AND GRANTED TO THE CITY OF HIGHLAND PARK, ITS SUCCESSORS AND ASSIGNS, WITHIN LOT 1 TO ENTER UPON, INSTALL, LAY, CONSTRUCT, RENEW, OPERATE, MAINTAIN, REPAIR, ALTER AND REMOVE UNDERGROUND PIPES, MAINS, TOGETHER WITH ALL OTHER NECESSARY EQUIPMENT FOR THE PURPOSE OF SERVING THIS SUBDIVISION WITH SANITARY SEWER, WATER MAINS AND STORM WATER UTILITIES. ALL FACILITIES AND EQUIPMENT TO BE INSTALLED OR CONSTRUCTED PURSUANT TO THIS EASEMENT GRANT SHALL BE LOCATED UNDERGROUND TO THE MAXIMUM EXTENT PRACTICABLE. IN NO EVENT SHALL ANY ABOVE GROUND POLES, OVERHEAD WIRES OR OVERHEAD CABLES BE ERECTED OR CONSTRUCTED. NO PERMANENT BUILDINGS SHALL BE PLACED ON SAID EASEMENT, BUT SUCH EASEMENT AREA MAY BE UTILIZED FOR AND IMPROVED WITH OPEN GREEN SPACE, PAVED AREAS, SIDEWALK, GARDENS, SHRUBS, LANDSCAPING AND OTHER PURPOSES THAT DO NOT THEN OR LATER INTERFERE WITH THE AFORESAID USES OR THE RIGHTS HEREIN GRANTED.

PUBLIC PARKLET EASEMENT

A NON-EXCLUSIVE EASEMENT IS HEREBY RESERVED FOR THE CITY OF HIGHLAND PARK AND FOR THE GENERAL PUBLIC, UPON, OVER, THROUGH, ALONG, AND ACROSS LOT 1 FOR PUBLIC PEDESTRIAN ACCESS, AS FURTHER DESCRIBED AND SET FORTH IN THAT CERTAIN EASEMENT AGREEMENT DATED ON OR AROUND THE DATE OF THIS PLAT AND RECORDED IN THE OFFICE OF THE LAKE COUNTY RECORDER CONCURRENTLY HEREWITH.

LOT 2 EASEMENT

A NON-EXCLUSIVE EASEMENT IS HEREBY RESERVED FOR AND GRANTED TO THE CITY OF HIGHLAND PARK, NORTH SHORE GAS, SBC, COMMONWEALTH EDISON COMPANY, AND ANY OTHER PUBLIC UTILITY COMPANY OR CABLE TELEVISION COMPANY AUTHORIZED TO OPERATE IN THE CITY OF HIGHLAND PARK, AND EACH OF THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, WITHIN LOT 2 TO ENTER UPON, INSTALL, LAY, CONSTRUCT, RENEW, OPERATE, MAINTAIN, REPAIR, ALTER AND REMOVE UNDERGROUND PIPES, MAINS, CONDUITS AND CABLES, TOGETHER WITH ALL OTHER NECESSARY EQUIPMENT FOR THE PURPOSE OF SERVING THIS SUBDIVISION WITH WATER, SANITARY SEWER, STORM WATER UTILITIES, NATURAL GAS, TELEPHONE, ELECTRIC AND CABLE TELEVISION SERVICE. ALL FACILITIES AND EQUIPMENT TO BE INSTALLED OR CONSTRUCTED PURSUANT TO THIS EASEMENT GRANT SHALL BE LOCATED UNDERGROUND TO THE MAXIMUM EXTENT PRACTICABLE. IN NO EVENT SHALL ANY ABOVE GROUND POLES, OVERHEAD WIRES OR OVERHEAD CABLES BE ERECTED OR CONSTRUCTED. NO PERMANENT BUILDINGS OR TREES SHALL BE PLACED ON SAID EASEMENT, BUT SUCH EASEMENT AREA MAY BE UTILIZED FOR DRIVEWAYS AND IMPROVED WITH OPEN GREEN SPACE, DRIVEWAYS, PAVED AREAS, SIDEWALK, GARDENS, SHRUBS, LANDSCAPING AND OTHER PURPOSES THAT DO NOT THEN OR LATER INTERFERE WITH THE AFORESAID USES OR THE RIGHTS HEREIN GRANTED.

OPEN SPACE EASEMENT

A NON-EXCLUSIVE, IRREVOCABLE AND PERPETUAL EASEMENT SOLELY FOR THE PURPOSE OF COMMON OPEN SPACE IS HEREBY RESERVED AND GRANTED OVER, UPON AND ACROSS THOSE PORTIONS OF LOTS 1 TO 21, INCLUSIVE, CROSS-HATCHED AND DEPICTED AS "OPEN SPACE AREA" (HEREINAFTER REFERRED TO AS THE "OPEN SPACE EASEMENT") THE OPEN SPACE EASEMENT IS FOR THE USE AND BENEFIT OF EACH AND EVERY OWNER OF A RESIDENTIAL, TOWNHOME OR CONDOMINIUM UNIT TO BE CONSTRUCTED WITHIN THE LAUREL PARK II RESUBDIVISION, AND THEIR TENANTS, HOUSEHOLD MEMBERS, GUESTS AND INVITEES, AND SHALL INCLUDE RIGHTS OF INGRESS AND EGRESS. THE OPEN SPACE EASEMENT SHALL NOT BE TERMINATED OR VACATED WITHOUT THE PRIOR WRITTEN CONSENT OF THE CITY. GRANTOR SHALL BE RESPONSIBLE FOR MAINTAINING THE OPEN SPACE AREA AND FOR PAYING THE COSTS ASSOCIATED THEREWITH, PROVIDED THAT GRANTOR MAY ASSIGN SUCH RESPONSIBILITY TO ONE OR MORE HOMEOWNERS ASSOCIATIONS. UPON THE ASSIGNMENT OF SUCH RESPONSIBILITY SUCH HOMEOWNERS ASSOCIATION(S) SHALL BE RESPONSIBLE FOR MAINTAINING THE OPEN SPACE AREA AND FOR PAYING THE COSTS ASSOCIATED THEREWITH AND THE DEVELOPER SHALL BE RELEASED FROM SUCH RESPONSIBILITY. IN NO EVENT SHALL THE CITY OF HIGHLAND PARK BE RESPONSIBLE FOR MAINTAINING THE OPEN SPACE AREA.

THE OPEN SPACE EASEMENT IS GRANTED IN ACCORDANCE WITH THAT CERTAIN SPECIAL USE ORDINANCE NO. 23-06 APPROVED BY THAT CORPORATE AUTHORITIES OF HIGHLAND PARK ON MARCH 13, 2006, AS MODIFIED BY THAT CERTAIN SPECIAL USE ORDINANCE NO. 052-2025 FURTHER APPROVED BY THAT CORPORATE AUTHORITIES OF HIGHLAND PARK ON SEPTEMBER 25, 2025.

EASEMENT PROVISIONS

AN EASEMENT FOR SERVING THIS SUBDIVISION AND OTHER PROPERTY WITH ELECTRIC AND NATURAL GAS AND COMMUNICATIONS SERVICE IS HEREBY RESERVED FOR AND GRANTED TO:

COMMONWEALTH EDISON COMPANY
ILLINOIS BELL TELEPHONE COMPANY (AMERITECH), GRANTEES,
NORTHERN ILLINOIS GAS COMPANY
COMCAST CABLE COMPANY

THEIR RESPECTIVE LICENSEES, SUCCESSORS AND ASSIGNS, JOINTLY AND SEVERALLY TO CONSTRUCT, OPERATE, REPAIR, MAINTAIN, MODIFY, RECONSTRUCT, REPLACE, SUPPLEMENT, RELOCATE AND REMOVE, FROM TIME TO TIME, FACILITIES USED IN CONNECTION WITH OVERHEAD AND UNDERGROUND TRANSMISSION AND DISTRIBUTION OF ELECTRICITY AND SOUNDS AND SIGNALS AND NATURAL GAS IN, OVER, UNDER, ACROSS, ALONG AND UPON THE SURFACE OF THE PROPERTY SHOWN WITHIN THE SHADED AREA ON THE PLAT MARKED "EASEMENT", TOGETHER WITH THE RIGHT TO INSTALL REQUIRED SERVICE CONNECTIONS OVER OR UNDER THE SURFACE OF EACH LOT AND COMMON AREA OR AREAS TO SERVE IMPROVEMENTS THEREON, OR ON ADJACENT LOTS, AND COMMON AREA OR AREAS, AND TO SERVE OTHER PROPERTY, ADJACENT OR OTHERWISE, AND THE RIGHT TO CUT, TRIM, OR REMOVE OBSTRUCTIONS FROM THE SURFACE AND SUBSURFACE, INCLUDING BUT NOT LIMITED TO TREES, BUSHES, ROOTS, AND FENCES AS MAY BE REASONABLY REQUIRED INCIDENT TO THE RIGHTS HEREIN GIVEN, AND THE RIGHT TO ENTER UPON THE SUBDIVIDED PROPERTY FOR ALL SUCH PURPOSES.
OBSTRUCTIONS SHALL NOT BE PLACED OVER GRANTEE'S FACILITIES OR IN, UPON OR OVER THE PROPERTY IDENTIFIED ON THIS PLAT AS "EASEMENT" WITHOUT THE PRIOR WRITTEN CONSENT OF THE GRANTEES.
AFTER INSTALLATION OF ANY SUCH FACILITIES, THE GRADE OF THE SUBDIVIDED PROPERTY SHALL NOT BE ALTERED IN A MANNER SO AS TO INTERFERE WITH THE PROPER OPERATION AND MAINTENANCE THEREOF.
THE TERM "COMMON ELEMENTS" SHALL HAVE THE MEANING SET FORTH FOR SUCH TERM THE "CONDOMINIUM PROPERTY ACT", CHAPTER 765 ILLINOIS COMPILED STATUTES, 605/2, AS AMENDED FROM TIME TO TIME.

THE TERM "COMMON AREA OR AREAS" IS DEFINED AS A LOT, PARCEL OR AREA OF REAL PROPERTY INCLUDING REAL PROPERTY SURFACED WITH INTERIOR DRIVEWAYS AND WALKWAYS, THE BENEFICIAL USE AND ENJOYMENT OF WHICH IS RESERVED IN WHOLE AS AN APPURTENANCE TO THE SEPARATELY OWNED LOTS/PARCELS OR AREAS WITHIN THE PLANNED DEVELOPMENT, EVEN THOUGH SUCH AREAS MAY BE DESIGNATED ON THE PLAT BY OTHER TERMS.
RELOCATION OF FACILITIES WILL BE DONE BY GRANTEES AT COST OF THE GRANTOR/LOT OWNER, UPON WRITTEN REQUEST.

NORTH SHORE GAS EASEMENT PROVISIONS

AN EASEMENT IS HEREBY RESERVED FOR AND GRANTED TO THE NORTH SHORE GAS COMPANY
ITS SUCCESSORS AND ASSIGNS, TO INSTALL, CONSTRUCT, RECONSTRUCT, OPERATE, MAINTAIN, INSPECT, REPAIR, RENEW, REPLACE, ALTER, REMOVE, CHANGE THE SIZE OF OR ABANDON IN PLACE PIPELINES, GAS MAINS, SERVICE PIPES, AND SUCH DRIPS, VALVES, VALVE BOXES, FITTINGS, METERS, REGULATORS AND OTHER EQUIPMENT AND APPURTENANCES AS MAY BE NECESSARY OR CONVENIENT FOR SUCH OPERATIONS IN, THROUGH, UNDER, ACROSS AND WITHIN ANY AREAS THAT ARE RESERVED FOR THE PURPOSE OF A UTILITY EASEMENT AND ALL ROADS, STREETS, COMMON AREAS (IF ANY) WITHIN THE SUBDIVISION TOGETHER WITH THE RIGHT TO INSTALL REQUIRED SERVICE CONNECTIONS UNDER THE SURFACE OF EACH LOT TO SERVE IMPROVEMENTS THEREON AND ALSO TEE RIGHT TO ENTER UPON THE SUBDIVISION PROPERTY FOR ALL SUCH OPERATIONS. NO OBSTRUCTIONS OR STRUCTURES OF ANY KIND SHALL BE PLACED OVER GRANTEE'S FACILITIES WITHOUT THE PRIOR WRITTEN CONSENT OF GRANTEE, GRANTEE'S FACILITIES. EQUIPMENT AND APPURTENANCES, WREN INSTALLED, WILL NOT INTERFERE WITH THE MOVEMENT OF TRAFFIC UPON SUCH ROADS, STREETS OR COMMON AREAS.

PLAT SUBMITTAL AND RETURN TO ADDRESS:
Department of Community Development
1150 Half Day Road
Highland Park, IL 60035

PINS:
16-23-318-028
16-23-318-029
16-23-318-030
16-23-318-031
16-23-318-040
16-23-318-041
16-23-318-042
16-23-318-043
16-23-318-044
16-23-318-045
16-23-318-046

PERMISSION TO RECORD CERTIFICATE
State of Illinois)
County of Cook)ss

I, Brian S. Stout, an Illinois Professional Land Surveyor No. 3584, do hereby grant permission to the City of Highland Park to record this plat.

Dated this ____ day of _____.

_____
Illinois Professional Land Surveyor

SURVEYORS CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF COOK)SS

I, BRIAN S. STOUT, A PROFESSIONAL ILLINOIS LAND SURVEYOR, DO HEREBY CERTIFY THAT I HAVE SURVEYED AND SUBDIVIDED:

PARCEL 1:
LOT 1, LOTS 15 THROUGH 20, INCLUSIVE, OUTLOT A AND OUTLOT B IN THE LAUREL PARK RESUBDIVISION, BEING A RESUBDIVISION IN BLOCK 12 IN THE CITY OF HIGHLAND PARK, LAKE COUNTY, ILLINOIS IN THE SOUTHWEST QUARTER OF SECTION 23, TOWNSHIP 43 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED IN THE OFFICE OF THE LAKE COUNTY RECORDER ON DECEMBER 14, 2006, AS DOCUMENT NUMBER 6106194 AND CERTIFICATE OF CORRECTION RECORDED AS DOCUMENT NUMBER 6514972, TOGETHER WITH THAT PART OF LOT 2 IN LAUREL PARK RESUBDIVISION AFORESAID, LYING WESTERLY OF THE FOLLOWING DESCRIBED LINE:
BEGINNING AT A POINT ON THE NORTHWESTERLY LINE OF LOT 2 AFORESAID, BEING ALSO THE SOUTHEASTERLY LINE OF LAUREL AVENUE, 9.51 FEET NORTHEASTERLY OF THE NORTHEAST CORNER OF OUTLOT B; THENCE SOUTH 25 DEGREES 40 MINUTES 46 SECONDS EAST 108.00 FEET; THENCE NORTH 64 DEGREES 19 MINUTES 14 SECONDS EAST 8.01 FEET; THENCE SOUTH 25 DEGREES 40 MINUTES 46 SECONDS EAST 3.00 FEET TO THE NORTHWEST CORNER OF LOT 20 AFORESAID AND THE POINT OF TERMINUS, IN LAKE COUNTY, ILLINOIS.

PARCEL 2:
OUTLOT C IN LAUREL PARK RESUBDIVISION, BEING A RESUBDIVISION IN BLOCK 12 IN THE CITY OF HIGHLAND PARK, LAKE COUNTY, ILLINOIS IN THE SOUTHWEST QUARTER OF SECTION 23, TOWNSHIP 43 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED IN THE OFFICE OF THE LAKE COUNTY RECORDER ON DECEMBER 14, 2006, AS DOCUMENT NUMBER 6106194 AND CERTIFICATE OF CORRECTION RECORDED AS DOCUMENT NUMBER 6514972, IN LAKE COUNTY, ILLINOIS.

CONTAINING, IN THE AGGREGATE, 64,231.5 SQUARE FEET, OR 1.47 ACRES, MORE OR LESS.

I FURTHER CERTIFY THAT THE PROPERTY DESCRIBED HEREON IS LOCATED WITHIN THE CORPORATE LIMITS OF THE CITY OF HIGHLAND PARK, LAKE COUNTY, ILLINOIS.

I FURTHER CERTIFY THAT ALL OF THE PROPERTY APPEARS IN PROPERTY APPEARS IN "OTHER AREAS" ZONE X, AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN, PER FLOOD INSURANCE RATE MAP LAKE COUNTY, ILLINOIS, MAP NO. 17097C 0291L, EFFECTIVE DATE OCTOBER 5, 2023.

DIMENSIONS ARE SHOWN IN FEET AND DECIMAL PARTS THEREOF AND ARE CORRECTED TO A TEMPERATURE OF 62° FAHRENHEIT.

FIELD MEASUREMENTS COMPLETED ON JANUARY 3, 2025.

SIGNED ON MARCH 30, 2026.

BY:

_____
BRIAN S. STOUT

PROFESSIONAL ILLINOIS LAND SURVEYOR NO. 3584
MY LICENSE EXPIRES NOVEMBER 30, 2026

PRELIMINARY

REVISED APRIL 14, 2026 ESMT/CERTS PER #2026-33575
REVISED MARCH 27, 2026 ESMT/PGS/CERTS PER #2026-33575

ORDERED BY: HP LAUREL PARK LLC / KINZIE BUILDERS LLC	CHECKED:	DRAWN:
ADDRESS: LAUREL PARK, HIGHLAND PARK, IL		-

CHICAGO GUARANTEE SURVEY COMPANY
A Division of PLCS, Corporation
License No. 184-005332
Professional Land Surveyors
4505 North Elston Avenue, Chicago, IL 60630
Telephone: (312) 986-9445 Email: INFO@PLCS-Survey.com

ORDER NO.	DATE: MARCH 24, 2026	PAGE NO.
2024-32557-001	SCALE: 1 INCH = 30 FEET	2 OF 4

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SURVEY NOTES:

NAVD88 = NORTH AMERICAN VERTICAL DATUM OF 1988

MONUMENTATION AT ALL LOT CORNERS INDICATED BY SYMBOL OR NOTATION ESTABLISHED PRIOR TO PLAT RECORDATION.

IRON PIPE IS TO BE SET AT REMAINING LOT CORNERS AFTER PLAT RECORDATION UNLESS OTHERWISE INDICATED OR NOTED HEREON.

NO DIMENSIONS SHALL BE ASSUMED BY SCALE MEASUREMENT UPON THIS PLAT.

ELEVATIONS SHOWN HEREON ARE REFERENCE TO:
CITY OF HIGHLAND PARK BENCHMARK #31

SOUTH SIDE OF DEERFIELD ROAD NEAR THE SE CORNER OF SECTION 22
6"X6"X42" CONCRETE MONUMENT WITH BRASS CAP
ELEVATION = 648.788 FEET USC AND GS

SITE BENCHMARK
NOTCH CUT ON BOLT OF FIRE HYDRANT FLANGE

SEND TAX BILLS TO:

HP LAUREL PARK LLC
5215 OLD ORCHARD RD., STE. 130
SKOKIE, IL 60077

LAUREL PARK II RESUBDIVISION

BEING A RESUBDIVISION OF LOT 1 & PART OF LOT 2, LOTS 15 TO 20, INCLUSIVE, AND OUTLOTS A, B & C IN LAUREL PARK RESUBDIVISION, IN BLOCK 12 IN THE CITY OF HIGHLAND PARK, IN THE SOUTHWEST QUARTER OF SECTION 23, TOWNSHIP 43 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDAN, LAKE COUNTY, ILLINOIS.

CONTAINING 64,231.5 SQ FT OR 1.47 ACRES OF LAND, MORE OR LESS.

OWNER'S CERTIFICATE

corrected name of owner/applicant

HP Laurel Park LLC,
an Illinois limited liability company

does hereby certify that it is the owner of the property described hereon and that it has caused the said property to be surveyed and dedicated as shown hereon.

Dated:_____A.D.20___.

By:_____
Simon Berger
Its: Manager

State of Illinois)
County of Lake)ss

I, _____, a notary public in and for the county in the state aforesaid, do hereby certify that of said HP Laurel Park LLC, Simon Berger, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as its Manager appeared before me this day in person and acknowledged that he signed and delivered the same instrument as his free and voluntary act and as the free and voluntary act of said HP Laurel Park LLC, as owner of the property, for the uses and purposes therein set forth.

Given under my hand and notarial seal this _____day of_____A.D.20___.

_____
Notary Public

CERTIFICATE OF CITY ENGINEER

I,_____ ENGINEER OF THE CITY OF HIGHLAND PARK, DO HEREBY APPROVE THIS PLAT WHICH MEETS THE MINIMUM REQUIREMENTS OF SAID CITY.

DATED THIS _____ DAY OF _____, 20__.

BY: _____
CITY ENGINEER

PLAN & DESIGN COMMISSION CERTIFICATE
STATE OF ILLINOIS) S.S.
COUNTY OF LAKE)

APPROVED BY THE PLAN & DESIGN COMMISSION OF THE CITY OF HIGHLAND PARK ON _____,20___.

BY: _____ (CHAIR) ATTEST:_____(SECRETARY)

NAME:_____ NAME: _____

CITY COLLECTOR CERTIFICATE

STATE OF ILLINOIS) S.S.
COUNTY OF LAKE)

I,_____, COLLECTOR OF THE CITY OF HIGHLAND PARK, ILLINOIS, DO HEREBY CERTIFY THAT i FIND NO DEFERRED INSTALLMENTS OF OUTSTANDING UNPAID SPECIAL ASSESSMENTS AGAINST ANY OF THE REAL ESTATE INCLUDED IN THE PLAT HEREON DRAWN.

DATED AT HIGHLAND PARK, ILLINOIS THIS _____ DAY OF _____ .A.D. 20__.

BY: _____
CITY COLLECTOR, HIGHLAND PARK, IL.

CITY CERTIFICATE
STATE OF ILLINOIS) S.S.
COUNTY OF LAKE)

I,_____ MAYOR OF THE CITY OF HIGHLAND PARK, ILLINOIS, DO HEREBY CERTIFY THAT THE PLAT WAS PRESENTED TO, AND BY RESOLUTION, DULY APPROVED, BY THE CITY COUNCIL AT ITS MEETING HELD ON ._____, 20__.

IN WITNESS WHEREOF, I HAVE HERETO SET MY HAND AND THE SEAL OF THE CITY OF HIGHLAND PARK, ILLINOIS, THIS_____ DAY OF_____ A.D. 20__.

BY:_____ (MAYOR)

ATTEST: _____(CITY CLERK) NAME:_____ (seal)

DRAINAGE CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF LAKE)SS

TO THE BEST OF OUR KNOWLEDGE AND BELIEF, THE DRAINAGE OF THE SURFACE WATERS WILL NOT BE CHANGED BY THE CONSTRUCTION OF THIS SUBDIVISION OR ANY PART THEREOF, OR, THAT IF SUCH SURFACE WATER DRAINAGE WILL BE CHANGED, ADEQUATE PROVISION HAS BEEN MADE FOR THE COLLECTION AND DIVERSION OF SUCH SURFACE WATERS INTO PUBLIC AREA OR DRAINS WHICH THE SUBDIVIDER HAS A RIGHT TO USE, AND THAT SUCH SURFACE WATERS WILL NOT BE DEPOSITED ON THE PROPERTY OF ADJOINING LAND OWNERS IN SUCH CONCENTRATIONS AS MAY CAUSE DAMAGE TO THE ADJOINING PROPERTY BECAUSE OF THE CONSTRUCTION OF THE SUBDIVISION.

DATED THIS _____DAY OF _____, 20____A.D.

_____
ILLINOIS REGISTERED PROFESSIONAL ENGINEER NO. _____

_____

SCHOOL DISTRICT CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF LAKE) s.s.
THIS IS TO CERTIFY THAT HP LAUREL PARK LLC, AS OWNER OF THE PROPERTY DESCRIBED AS THE SUBDIVISION AND LEGALLY DESCRIBED ON THE PLAT OF THE SAME NAME, HAVE DETERMINED TO THE BEST OF ITS KNOWLEDGE THE SCHOOL DISTRICT IN WHICH EACH OF THE FOLLOWING LOTS LIES.

LOT NUMBERS 1 & 2: SCHOOL DISTRICTS

ELEMENTARY SCHOOL DISTRICT_____

HIGH SCHOOL DISTRICT_____

By:_____
MANAGER, HP LAUREL PARK LLC

State of Illinois)
County of Lake)ss

I,_____, a Notary Public in and for the County and State aforesaid, do hereby certify that of said HP Laurel Park LLC, Simon Berger, is known to me to be the same person who appeared before me this day in person and acknowledged that he (she) is the Manager for the owner of the property described on the plat hereon drawn and that as such owner he (she) signed, sealed and delivered the said instrument for the uses and purposes therein set forth.

Given under my hand and notarial seal

this _____day of_____A.D.20___.

COUNTY CLERK'S CERTIFICATE
STATE OF ILLINOIS)
COUNTY OF LAKE)

I, _____, County Clerk of Lake County, Illinois, do hereby certify that there are no delinquent general taxes, unpaid current general taxes, delinquent special assessments. or unpaid current special assessments against any of the land included in the described property. I further certify that I have received all statutory fees in connection with the plat.

Given under my hand and seal of the County Clerk of Lake County, Illinois.

This _____ day of _____ , A.D. 20____.

_____
Lake County Clerk

EASEMENT PROVISIONS
Easements designated for underground and surface telecommunications, public utilities, and drainage facilities are hereby reserved for, and granted to, the City of Highland Park, and the providers of telecommunications and public utilities, their successors and assigns, in all platted easement areas shown on this plat Said easements shall be for the purpose of installing, extending, constructing, repairing, maintaining, reconstructing, and operating such telecommunications, public utilities and sanitary and storm sewer facilities and related appurtenances, in under, across, along and upon, the so designated easement area in order to serve all areas shown on this plat as well as other real property, whether or not contiguous thereto.

This grant of easement shall include the right of the grantee to enter upon the subdivided property for all such purposes, and the right, without liability, to cut, trim, alter, or remove any vegetation, roots structures, or devices within the designated easement area as may be reasonably required incident to the rights herein given. Without prior written consent of the grantees hereunder, no buildings, structures," or other . obstructions shall be constructed placed, or planted in any such easement areas, nor shall any other use be made thereof which will interfere with the easements reserved and granted hereby.

UTILITY ACCEPTANCE CERTIFICATE
The Undersigned Grantees Hereby Accept the Following Grant of Easement Subject to its Terms.

COMMONWEALTH EDISON COMPANY

By:

_____

Title:

_____

Dated this _____ day of _____, 20__.

ILLINOIS BELL TELEPHONE COMPANY

By:

_____

Title:

_____

Dated this _____ day of _____, 20__.

NORTHERN ILLINOIS GAS COMPANY

By:

_____

Title:

_____

Dated this _____ day of _____, 20__.

COMCAST CABLE COMPANY

By:

_____

Title:

_____

Dated this _____ day of _____, 20__.

ORDERED BY: HP LAUREL PARK LLC / KINZIE BUILDERS LLC	CHECKED:	DRAWN:
ADDRESS: LAUREL PARK, HIGHLAND PARK, IL		-

CHICAGO GUARANTEE SURVEY COMPANY
A Division of
PLCS, Corporation
License No. 184-005332
Professional Land Surveyors
4505 North Elston Avenue, Chicago, IL 60630
Telephone: (312) 986-9445 Email: INFO@PLCS-Survey.com

ORDER NO.	DATE:	PAGE NO.
2024-32557-001	MARCH 24, 2026	3 OF 4
	SCALE: 1 INCH = 30 FEET	

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SURVEY NOTES:

NAVD88 = NORTH AMERICAN VERTICAL DATUM OF 1988

MONUMENTATION AT ALL LOT CORNERS INDICATED BY SYMBOL OR NOTATION ESTABLISHED PRIOR TO PLAT RECORDATION.

IRON PIPE IS TO BE SET AT REMAINING LOT CORNERS AFTER PLAT RECORDATION UNLESS OTHERWISE INDICATED OR NOTED HEREON.

NO DIMENSIONS SHALL BE ASSUMED BY SCALE MEASUREMENT UPON THIS PLAT.

ELEVATIONS SHOWN HEREON ARE REFERENCE TO:
CITY OF HIGHLAND PARK BENCHMARK #31

SOUTH SIDE OF DEERFIELD ROAD NEAR THE SE CORNER OF SECTION 22
6"X6"X42" CONCRETE MONUMENT WITH BRASS CAP
ELEVATION = 648.788 FEET USC AND GS

SITE BENCHMARK
NOTCH CUT ON BOLT OF FIRE HYDRANT FLANGE

PRELIMINARY

LAUREL PARK II RESUBDIVISION

BEING A RESUBDIVISION OF LOT 1 & PART OF LOT 2, LOTS 15 TO 20, INCLUSIVE, AND OUTLOTS A, B & C IN LAUREL PARK RESUBDIVISION, IN BLOCK 12 IN THE CITY OF HIGHLAND PARK, IN THE SOUTHWEST QUARTER OF SECTION 23, TOWNSHIP 43 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDAN, LAKE COUNTY, ILLINOIS.

CONTAINING 64,231.5 SQ FT OR 1.47 ACRES OF LAND, MORE OR LESS.

LAUREL PARK ROW HOMES
HOMEOWNERS ASSOCIATION

By:_____
Name: Joyce Gerstein
Its: President

STATE OF ILLINOIS)
) ss:
COUNTY OF LAKE)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that **Joyce Gerstein**, personally known to me to be the President of **Laurel Park Row Homes Homeowners Association**, an Illinois not-for-profit corporation, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that she signed, sealed and delivered the said instrument as her free and voluntary act, and as the free and voluntary act of said company, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this _____ day of _____, 2026.

MORTGAGEE

HEARTLAND BANK & TRUST COMPANY

By:_____
Name: Justin Kennedy
Its: Senior Vice President

TATE OF ILLINOIS)
) ss:
COUNTY OF LAKE)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that

Justin Kennedy personally known to me to be the Senior Vice President of **Heartland Bank & Trust Company**, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that she signed, sealed and delivered the said instrument as his/her free and voluntary act, and as the free and voluntary act of said company, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this _____ day of _____, 2026.

ORDERED BY: HP LAUREL PARK LLC / KINZIE BUILDERS LLC	CHECKED:	DRAWN: -
ADDRESS: LAUREL PARK, HIGHLAND PARK, IL		

CHICAGO GUARANTEE SURVEY COMPANY
A Division of
PLCS, Corporation
License No. 184-005332
Professional Land Surveyors
4505 North Elston Avenue, Chicago, IL 60630
Telephone: (312) 986-9445 Email: INFO@PLCS-Survey.com

ORDER NO. 2024-32557-001	DATE: MARCH 24, 2026 SCALE: 1 INCH = 30 FEET	PAGE NO. 4 OF 4

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SURVEY NOTES:

NAVD88 = NORTH AMERICAN VERTICAL DATUM OF 1988

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IRON PIPE IS TO BE SET AT REMAINING LOT CORNERS AFTER PLAT RECORDATION UNLESS OTHERWISE INDICATED OR NOTED HEREON.

NO DIMENSIONS SHALL BE ASSUMED BY SCALE MEASUREMENT UPON THIS PLAT.

ELEVATIONS SHOWN HEREON ARE REFERENCE TO:
CITY OF HIGHLAND PARK BENCHMARK #31

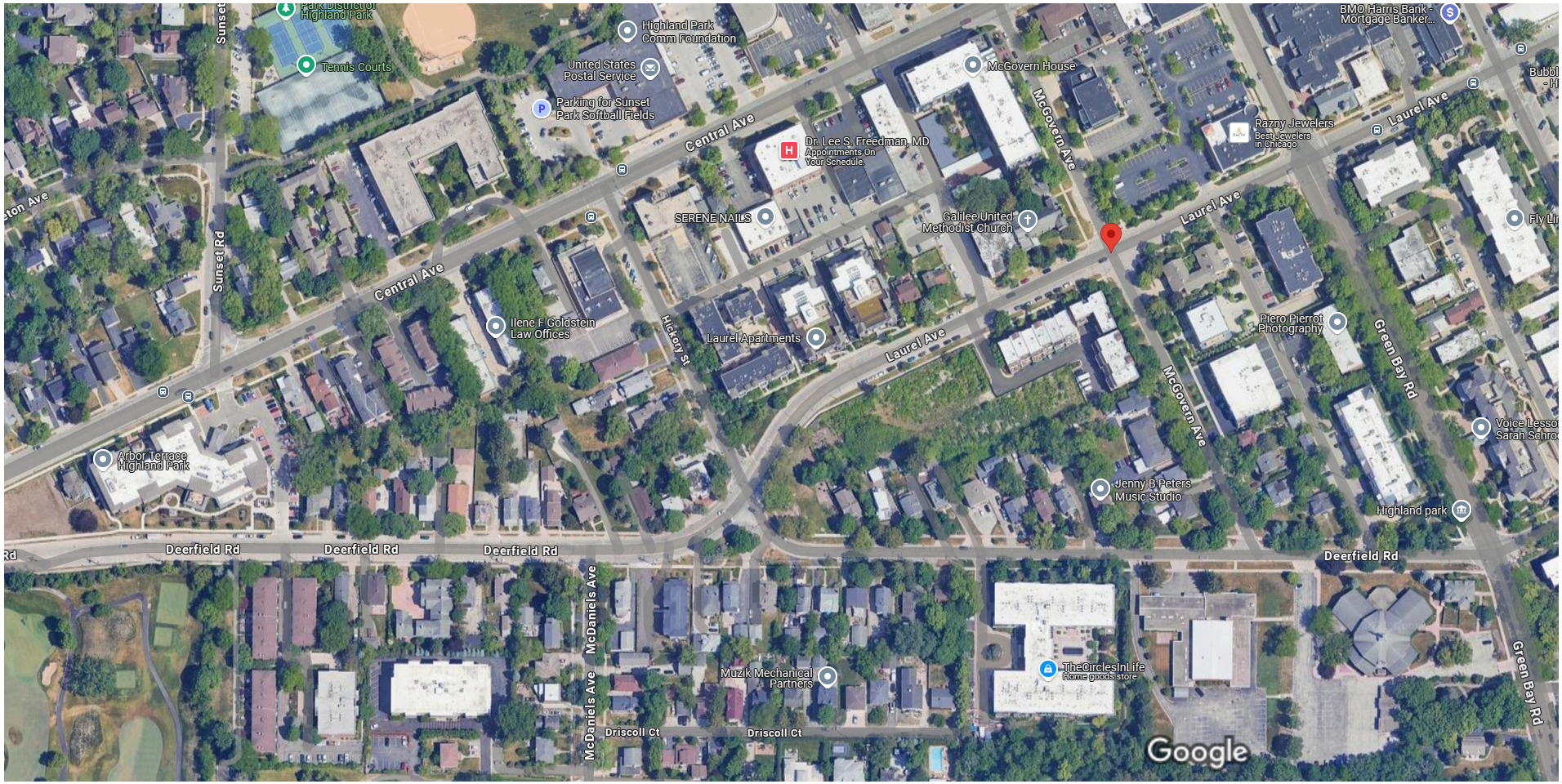
SOUTH SIDE OF DEERFIELD ROAD NEAR THE SE CORNER OF SECTION 22
6"X6"X42" CONCRETE MONUMENT WITH BRASS CAP
ELEVATION = 648.788 FEET USC AND GS

SITE BENCHMARK
NOTCH CUT ON BOLT OF FIRE HYDRANT FLANGE

PRELIMINARY

Google Maps

Laurel Ave & McGovern Ave



Imagery ©2025 Airbus, Maxar Technologies, Map data ©2025 100 ft

CHICAGO GUARANTEE SURVEY COMPANY

A DIVISION OF
PLCS Corporation
LICENSE NO. 184-005332
PROFESSIONAL LAND SURVEYORS
4505 NORTH ELSTON AVENUE, CHICAGO, IL 60630
TELEPHONE: (312) 986-9445 EMAIL: INFO@PLCS-SURVEY.COM

ALTA / NSPS Land Title Survey

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF LAKE, STATE OF ILLINOIS, AND IS DESCRIBED AS FOLLOWS:

PARCEL 1:
LOTS 1, 2, 15 THROUGH 20, INCLUSIVE, OUTLOT A AND OUTLOT B IN THE LAUREL PARK RESUBDIVISION, BEING A RESUBDIVISION IN BLOCK 12 IN THE CITY OF HIGHLAND PARK, LAKE COUNTY, ILLINOIS IN THE SOUTHWEST QUARTER OF SECTION 23, TOWNSHIP 43 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED IN THE OFFICE OF THE LAKE COUNTY RECORDER ON DECEMBER 14, 2006, AS DOCUMENT NUMBER 6106194 AND CERTIFICATE OF CORRECTION RECORDED AS DOCUMENT NUMBER 6514972.

PARCEL 2:
OUTLOT C IN LAUREL PARK RESUBDIVISION, BEING A RESUBDIVISION IN BLOCK 12 IN THE CITY OF HIGHLAND PARK, LAKE COUNTY, ILLINOIS IN THE SOUTHWEST QUARTER OF SECTION 23, TOWNSHIP 43 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED IN THE OFFICE OF THE LAKE COUNTY RECORDER ON DECEMBER 14, 2006, AS DOCUMENT NUMBER 6106194 AND CERTIFICATE OF CORRECTION RECORDED AS DOCUMENT NUMBER 6514972.

PARCEL 3:
EASEMENTS FOR INGRESS, EGRESS AND PARKING FOR THE BENEFIT OF PARCELS 1 AND 2 AS CONTAINED IN THE DECLARATION OF EASEMENTS, RESTRICTIONS AND COVENANTS FOR LAUREL PARK ROW HOMES HOMEOWNERS ASSOCIATION RECORDED NOVEMBER 30, 2007 AS DOCUMENT NO. 6275413.

NOTE: FOR INFORMATIONAL PURPOSES ONLY, THE LAND IS KNOWN AS :

LOTS 15, 16, 17, 18, 19, 20, OUTLOTS A, B AND C, LAUREL PARK RESUBDIVISION
HIGHLAND PARK, IL 60035

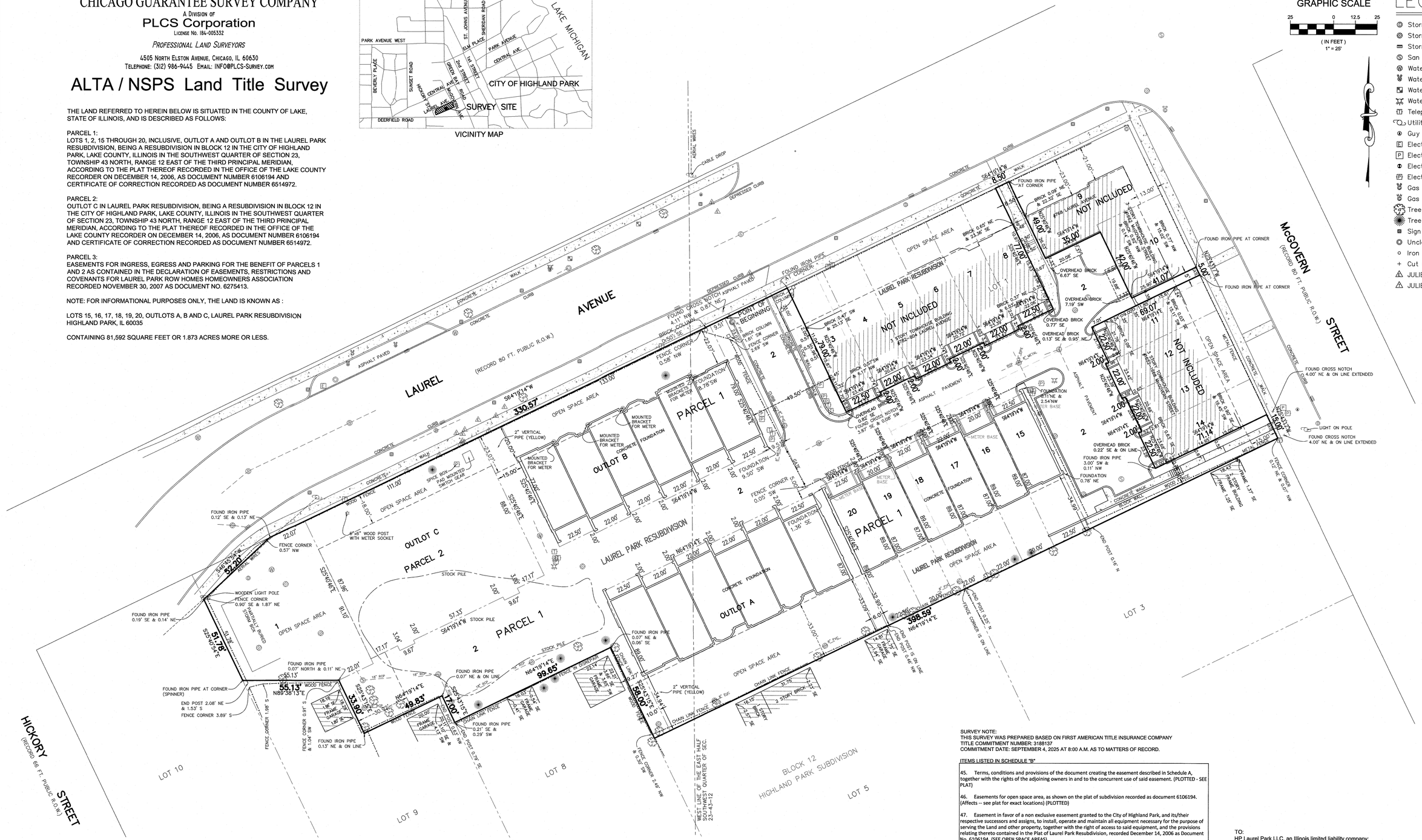
CONTAINING 81,592 SQUARE FEET OR 1.873 ACRES MORE OR LESS.

VICINITY MAP

GRAPHIC SCALE
25 0 12.5 25
(IN FEET)
1" = 25'

LEGEND

- Storm MH
- Storm CB
- Storm Inlet
- San MH
- Water MH
- Water Buffalo Box
- Water Meter
- Water Fire Hydrant
- Telephone Pedestal
- Utility Pole
- Guy Anchor
- Electric Vault
- Electric Pad
- Electric Meter
- Electric Pedestal
- Gas Buffalo Box
- Gas Hand Hole
- Tree – Deciduous
- Tree – Evergreen
- Sign Post
- Unclassified Manhole
- Iron Pipe
- Cut Cross
- JULIE Mark – Electric
- JULIE Mark – Telephone


LAUREL AVENUE
(RECORD 80 FT. PUBLIC R.O.W.)
McGOVERN STREET
(RECORD 80 FT. PUBLIC R.O.W.)
HICKORY STREET
(RECORD 66 FT. PUBLIC R.O.W.)
LAUREL PARK RESUBDIVISION
PARCEL 1
PARCEL 2
OUTLOT A
OUTLOT B
OUTLOT C
NOT INCLUDED
OPEN SPACE AREA
POINT OF BEGINNING
S64°19'14"W 330.57'
N64°19'14"E 398.59'
S25°40'46"E 88.00'
S64°19'14"W 99.65'
S25°40'46"E 51.78'
S64°45'54"W 52.20'
N89°38'13"E 55.13'
S25°43'15"E 17.00'
S64°19'14"W 49.83'
S25°43'15"E 33.90'
N64°19'14"E 88.00'
S25°40'46"E 558.00'
S64°19'14"W 8.50'
N64°19'14"E 69.07'
S64°19'14"W 71.14'
N64°19'14"E 2.00'
S64°19'14"W 2.00'
S25°40'46"E 22.50'
N64°19'14"E 22.00'
S64°19'14"W 22.00'
S25°40'46"E 87.96'
S25°40'46"E 91.10'
N64°19'14"E 22.00'
S64°19'14"W 22.00'
S25°40'46"E 87.00'
N64°19'14"E 87.00'
S64°19'14"W 87

CHICAGO GUARANTEE SURVEY COMPANY
A Division of
PLCS Corporation
License No. 184-005332
Professional Land Surveyors
4505 North Elston Avenue, Chicago, IL 60630
Telephone: (312) 986-9445 Email: INFO@PLCS-Survey.com

Plat of Survey

PARCEL 1:
LOT 1, LOTS 15 THROUGH 20, INCLUSIVE, OUTLOT A AND OUTLOT B IN THE LAUREL PARK RESUBDIVISION, BEING A RESUBDIVISION IN BLOCK 12 IN THE CITY OF HIGHLAND PARK, LAKE COUNTY, ILLINOIS IN THE SOUTHWEST QUARTER OF SECTION 23, TOWNSHIP 43 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED IN THE OFFICE OF THE LAKE COUNTY RECORDER ON DECEMBER 14, 2006, AS DOCUMENT NUMBER 6106194 AND CERTIFICATE OF CORRECTION RECORDED AS DOCUMENT NUMBER 6514972, TOGETHER WITH THAT PART OF LOT 2 IN LAUREL PARK RESUBDIVISION AFORESAID, LYING WESTERLY OF THE FOLLOWING DESCRIBED LINE:
BEGINNING AT A POINT ON THE NORTHWESTERLY LINE OF LOT 2 AFORESAID, BEING ALSO THE SOUTHEASTERLY LINE OF LAUREL AVENUE, 9.51 FEET NORTHEASTERLY OF THE NORTHEAST CORNER OF OUTLOT B; THENCE SOUTH 25 DEGREES 40 MINUTES 46 SECONDS EAST 108.00 FEET; THENCE NORTH 64 DEGREES 19 MINUTES 14 SECONDS EAST 8.01 FEET; THENCE SOUTH 25 DEGREES 40 MINUTES 46 SECONDS EAST 3.00 FEET TO THE NORTHWEST CORNER OF LOT 20 AFORESAID AND THE POINT OF TERMINUS, IN COOK COUNTY, ILLINOIS.

PARCEL 2:
OUTLOT C IN LAUREL PARK RESUBDIVISION, BEING A RESUBDIVISION IN BLOCK 12 IN THE CITY OF HIGHLAND PARK, LAKE COUNTY, ILLINOIS IN THE SOUTHWEST QUARTER OF SECTION 23, TOWNSHIP 43 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED IN THE OFFICE OF THE LAKE COUNTY RECORDER ON DECEMBER 14, 2006, AS DOCUMENT NUMBER 6106194 AND CERTIFICATE OF CORRECTION RECORDED AS DOCUMENT NUMBER 6514972, IN COOK COUNTY, ILLINOIS.

CONTAINING, IN THE AGGREGATE, 64,231 SQUARE FEET, OR 1.475 ACRES, MORE OR LESS.

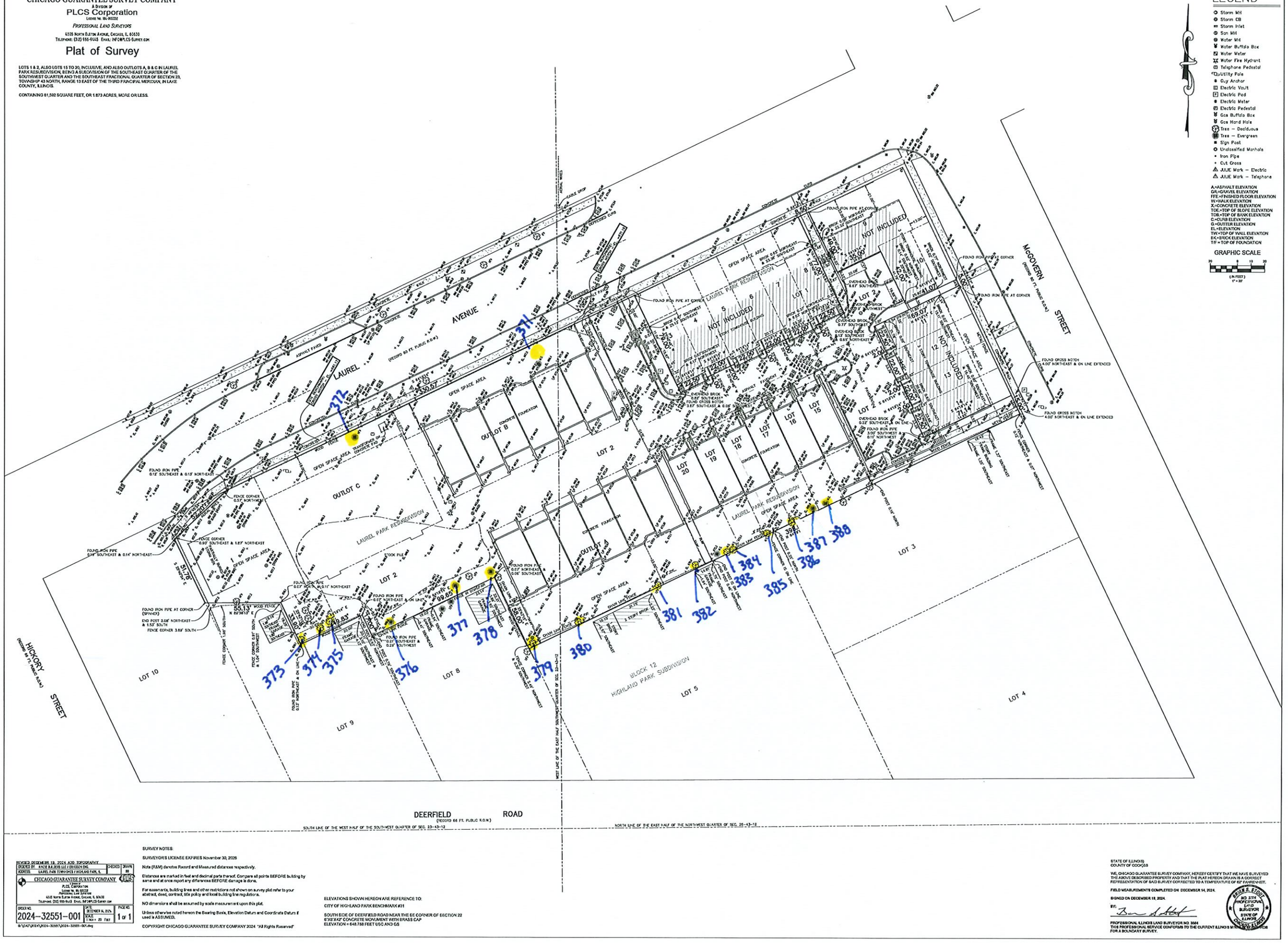

LAUREL AVENUE
(RECORD 80 FT. PUBLIC R.O.W.)
HICKORY STREET
(RECORD 66 FT. PUBLIC R.O.W.)
McOWEN STREET
(RECORD 80 FT. PUBLIC R.O.W.)
DEERFIELD ROAD
(RECORD 66 FT. PUBLIC R.O.W.)
POINT OF BEGINNING
S64°19'14"W 290.58'
108.00'
N64°19'14"E 8.01'
S25°40'46"E 3.00'
S25°40'46"E 52.20'
S25°40'46"E 51.78'
N89°38'13"E 55.13'
N64°19'14"E 49.83'
N64°19'14"E 99.65'
S64°19'14"W 277.97'
S25°40'46"E 108.00'
N64°19'14"E 87.00'
S25°40'46"E 335.90'
OUTLOT A
OUTLOT B
OUTLOT C
LOT 1
LOT 2
LOT 3
LOT 4
LOT 5
LOT 8
LOT 9
LOT 10
LOT 15
LOT 16
LOT 17
LOT 18
LOT 19
LOT 20
BLOCK 12
HIGHLAND PARK SUBDIVISION
LAUREL PARK RESUBDIVISION
WEST LINE OF THE EAST HALF SOUTHWEST QUARTER OF SEC. 23-43-12
SOUTH LINE OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SEC. 23-43-12
NORTH LINE OF THE EAST HALF OF THE NORTHWEST QUARTER OF SEC. 26-43-12
OPEN SPACE AREA
FENCE IN STRIP
CHAIN LINK FENCE
WOOD FENCE
BRICK WALL
CONCRETE WALK
CONCRETE CURB
DEPRESSED CURB
ASPHALT PAVED
ASPHALT PAVEMENT
CONCRETE FOUNDATION
METER BASE
SPICE BOX - PAD MOUNTED SWITCH GEAR
MOUNTED BRACKET FOR METER
AERIAL WIRES
CABLE DROP
FOUND IRON PIPE 0.12' SE & 0.13' NE
FOUND IRON PIPE 0.19' SE & 0.14' NE
FOUND IRON PIPE AT CORNER (SPINNER)
FOUND IRON PIPE 0.07' NORTH & 0.11' NW
FOUND IRON PIPE 0.13' NE & ON LINE
FOUND IRON PIPE 0.07' NE & ON LINE
FOUND IRON PIPE 0.07' NE & 0.06' SE
FOUND IRON PIPE 0.21' SE & 0.29' SW
FOUND IRON PIPE AT CORNER
FOUND CROSS NOTCH 4.00' NE & ON LINE EXTENDED
FOUND CROSS NOTCH 4.00' NE & ON LINE EXTENDED
LIGHT ON POLE
WOODEN LIGHT POLE
6"x6" WOOD POST WITH METER SOCKET
FENCE CORNER 0.57' NORTHWEST
FENCE CORNER 0.90' SOUTHEAST & 1.83' NORTHEAST
FENCE CORNER 0.91' SOUTH & 1.05' SOUTHWEST
FENCE CORNER 1.98' SOUTH
FENCE CORNER 3.89' SOUTH
FENCE CORNER 0.41' NORTHWEST & 0.50' SOUTHWEST
FENCE CORNER 1.97' NORTHEAST & 0.07' NORTHWEST
END POST 2.08' NORTHEAST & 1.53' SOUTH
END POST 0.79' SOUTHEAST
END POST 0.61' NORTHWEST & 0.21' SOUTHWEST
END POST 0.25' NORTH
END POST 0.16' NORTH
END POST IS ON LINE
STOCK CORNER IS ON LINE
STOCK PILE
BRICK 0.77' NORTHEAST & 0.13' SOUTHEAST
BRICK 0.64' NORTHEAST & 24.30' SOUTHEAST
BRICK 0.47'
BRICK 0.37' NORTHEAST & 0.00'
BRICK 0.64' NORTHEAST & 0.00'
BRICK 0.77' SOUTHEAST & 0.00'
BRICK 0.00' NORTHEAST & 16.45' SOUTHEAST
OVERHEAD BRICK 0.82' SOUTHEAST
OVERHEAD BRICK 0.77' SOUTHEAST & 0.00'
OVERHEAD BRICK 0.13' SOUTHEAST & 0.98' NORTHEAST
OVERHEAD BRICK 0.19' SOUTHWEST
OVERHEAD BRICK 6.67' SOUTHEAST
OVERHEAD BRICK 0.22' SOUTHEAST & ON LINE
3 STORY TOWNHOUSE BUILDING #1665 LAUREL AVENUE
3 STORY TOWNHOUSE BUILDING #1667 LAUREL AVENUE
3 STORY TOWNHOUSE BUILDING #1669 McOWEN STREET
2 STORY BRICK
FRAME GARAGE 0.64' SOUTHEAST
FRAME GARAGE 0.44' SOUTHEAST
FRAME GARAGE 0.57' SOUTHEAST
FRAME GARAGE 0.75' SOUTHEAST
FRAME GARAGE 1.25' SOUTHEAST
FRAME GARAGE 1.37' SOUTHEAST
FRAME BUILDING 0.25' SOUTHEAST
NOT INCLUDED
NOT INCLUDED
NOT INCLUDED

CHICAGO GUARANTEE SURVEY COMPANY
A Division of
PLCS Corporation
License No. 184-003232
PROFESSIONAL LAND SURVEYORS
4535 North Elston Avenue, Chicago, IL 60630
Telephone: (312) 515-9143 Email: INFO@PLCS-Survey.com

Plat of Survey

LOTS 1 & 2, ALSO LOTS 15 TO 20, INCLUSIVE, AND ALSO OUTLOTS A, B & C IN LAUREL PARK RESUBDIVISION, BEING A SUBDIVISION OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER AND THE SOUTHEAST FRACTIONAL QUARTER OF SECTION 23, TOWNSHIP 43 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN LAKE COUNTY, ILLINOIS.

CONTAINING 81,592 SQUARE FEET, OR 1.873 ACRES, MORE OR LESS.



LEGEND

- Storm MH
- Storm CB
- Storm Inlet
- San MH
- Water MH
- Water Buffalo Box
- Water Meter
- Water Fire Hydrant
- Telephone Pedestal
- Utility Pole
- Guy Anchor
- Electric Vault
- Electric Ped
- Electric Meter
- Electric Pedestal
- Gas Buffalo Box
- Gas Hand Hole
- Tree – Deciduous
- Tree – Evergreen
- Sign Post
- Unidentified Manhole
- Iron Pipe
- Cut Cross
- JULIE Mark – Electric
- JULIE Mark – Telephone

A=ASPHALT ELEVATION
GR=GRAVEL ELEVATION
FFE=FINISHED FLOOR ELEVATION
W=WALK ELEVATION
C=CONCRETE ELEVATION
TOE=TOP OF SLOPE ELEVATION
TOB=TOP OF BANK ELEVATION
C=CURB ELEVATION
G=GUTTER ELEVATION
EL=ELEVATION
TW=TOP OF WALL ELEVATION
BK=BRICK ELEVATION
T/F=TOP OF FOUNDATION

GRAPHIC SCALE
20 0 10 20
(IN FEET)
1" = 20'

REVISED DECEMBER 18, 2024: ADD TOPOGRAPHY

DRAWN BY	CHECKED BY	DATE
KAZE	BB	

CHICAGO GUARANTEE SURVEY COMPANY
PLCS CORPORATION
License No. 184-003232
Professional Land Surveyors
4535 North Elston Avenue, Chicago, IL 60630
Telephone: (312) 515-9143 Email: INFO@PLCS-Survey.com

ORDER NO.	JOB DATE	PAGE NO.
2024-32551-001	DECEMBER 18, 2024	1 of 1
	SCALE 1 Inch = 20 Feet	

G:\CAD\2024\2024-32551\2024-32551-001.dwg

SURVEY NOTES:

SURVEYOR'S LICENSE EXPIRES November 30, 2025

Note (R&M) denotes Record and Measured distances respectively.

Distances are marked in feet and decimal parts thereof. Compare all points BEFORE building by same and at once report any differences BEFORE damage is done.

For easements, building lines and other restrictions not shown on survey plat refer to your abstract, deed, contract, title policy and local building line regulations.

NO dimensions shall be assumed by scale measurement upon this plat.

Unless otherwise noted hereon the Bearing Basis, Elevation Datum and Coordinate Datum if used is ASSUMED.

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ELEVATIONS SHOWN HEREON ARE REFERENCE TO:
CITY OF HIGHLAND PARK BENCHMARK #31
SOUTH SIDE OF DEERFIELD ROAD NEAR THE EE CORNER OF SECTION 22
6"X6"X42" CONCRETE MONUMENT WITH BRASS CAP
ELEVATION = 648.788 FEET USC AND GS

STATE OF ILLINOIS)
COUNTY OF COOK)SS

WE, CHICAGO GUARANTEE SURVEY COMPANY, HEREBY CERTIFY THAT WE HAVE SURVEYED THE ABOVE DESCRIBED PROPERTY AND THAT THE PLAT HEREON DRAWN IS A CORRECT REPRESENTATION OF SAID SURVEY CORRECTED TO A TEMPERATURE OF 62° FAHRENHEIT.

FIELD MEASUREMENTS COMPLETED ON DECEMBER 14, 2024.

SIGNED ON DECEMBER 18, 2024.

BY:

PROFESSIONAL ILLINOIS LAND SURVEYOR NO. 3884
THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY.

Clean Cut TREE SERVICE
31064 North Il Route 83, Grayslake, IL 60030

February 4, 2025

Kinzie Group
Neil O'Shaughnessy 216-924-0808
noshaughnessy@kinziegroup.com

Tree Inventory

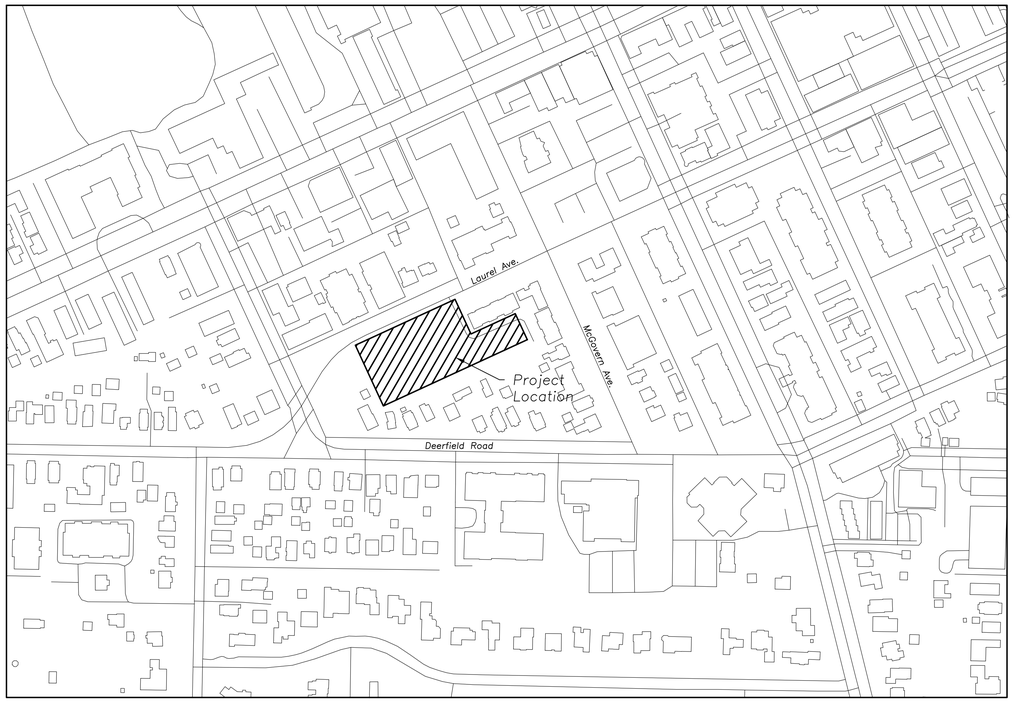
Highland Park - Laurel Park Development
812 Laurel Avenue, Highland Park IL
Prepared by: John Schiemann IL-5248A
Date: 2/3/2025

Tag Number	DBH (in)	Species	Condition	Note
371	12	Arborvitae	3	Rhizosphere needle disease
372	16	Blue Spruce	4	
373	19	Box Elder	4	
374	10	Black Walnut	4	
375	12	Black Walnut	4	
376	16	Blue Spruce	4	Rhizosphere needle disease
377	8	American Elm	4	
378	12	Mulberry	5	Trunk decay
379	14	American Elm	5	Dutch elm disease
380	10, 10, 11	Box Elder	4	
381	11	Box Elder	4	
382	20	Box Elder	4	
383	12	Black Walnut	5	
384	12	Cedar	4	
385	18	Box Elder	5	
386	12	American Elm	5	Dutch elm disease
387	11	Cedar	3	Cedar apple rust
388	16	Arborvitae	3	

Condition Key	
1	Excellent
2	Good
3	Fair
4	Poor
5	Very poor
6	Dead

LAUREL PARK TOWNHOMES

LAUREL AVE. & MCGOVERN AVE.,
HIGHLAND PARK, ILLINOIS 60035



SITE LOCATION MAP (N.T.S.)

J.U.L.I.E.

Note: The exact location of all utilities shall be verified by the contractor prior to construction activities. For utility locations call: J.U.L.I.E. 1 (800) 892-0123

SURVEY PROVIDED BY:

Plat of Survey Provided By Chicago Guarantee Survey Company For Kinzie Builders LLC And Eriksson Engineering And Associates On December 14, 2024. Order Number 2024-32551-001

PROJECT BENCHMARKS

Elevations Shown Hereon Are Reference To:

City Of Highland Park Benchmark #31

South Side Of Deerfield Raod Near The SE Corner Of Section 22 6"X6"X42" Concrete Monument With Brass Cap Elevation = 648.788 Feet USC And GS

INDEX OF SHEETS

C0.0 Civil Cover Sheet

C1.1 Site Demolition Plan
C2.1 Site Geometry Plan
C3.1 Site Utility Plan
C4.1 Grading and Paving Plan
C5.1 Soil Erosion and Sediment Control Plan

C6.1 Civil Details

ERIKSSON ENGINEERING ASSOCIATES, LTD.
145 COMMERCE DRIVE, SUITE A
GRAYSLAKE, ILLINOIS 60030
PHONE (847) 223-4804
FAX (847) 223-4864
EMAIL INFO@EEA-LTD.COM
PROFESSIONAL DESIGN FIRM
LICENSE NO. 184-003220
EXPIRES: 04/30/2025

LAUREL PARK TOWNHOMES
LAUREL AVE. & MCGOVERN AVE.
HIGHLAND PARK, ILLINOIS

Reserved for Seal:



No.	Date	Description
	02/11/25	PROGRESS SET
	02/13/25	100% SCHEMATIC DESIGN
	03/13/25	FOR PERMIT
	05/02/25	FOR PERMIT
	05/20/25	IFB
1	07/02/25	IFB REV 1

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Design By:	Approved By:	Date:
NH	MR	02/13/25

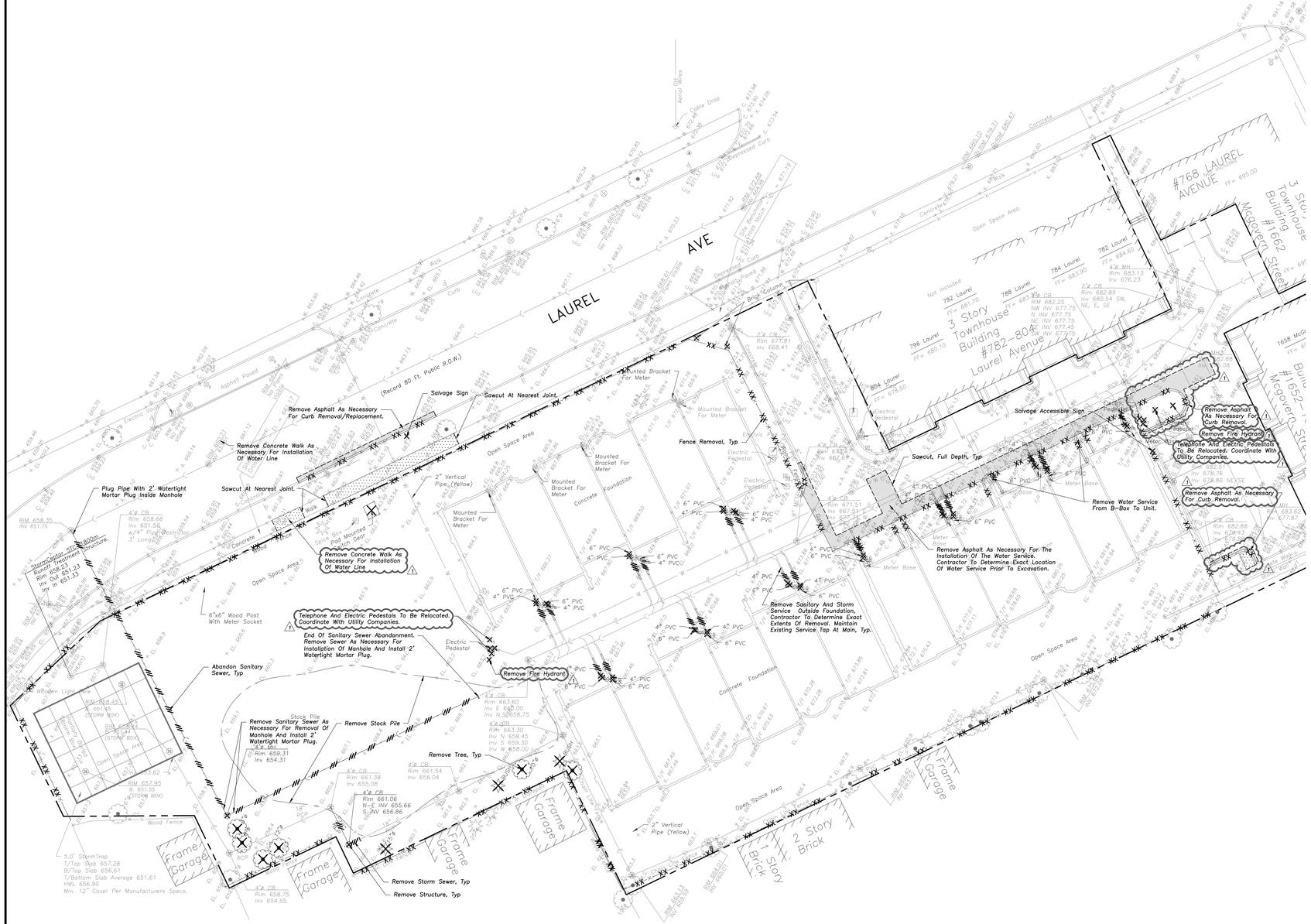
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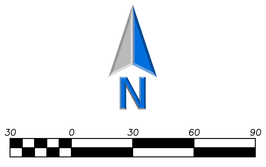
CIVIL COVER SHEET

Sheet No:

C0.0

EEA – P:\24197 – Laurel Park Townhomes 2024\Drawings\Laurel Park Townhomes Site Plan.dwg
Plotted: 7/02/25 @ 3:17pm By: mart





DEMOLITION LEGEND

- Utility Line Removal/Abandonment
- Bituminous Pavement Removal (Full Depth)
- Concrete Pavement Removal (Full Depth)
- Pavement Sawcut
- Curb & Gutter Removal
- Structure Removal
- Tree Removal

DEMOLITION NOTES

1. All Signs to Be Removed Shall Be Salvaged and Stored in the Owner's Facility for Future Use as Applicable.
2. Keep All City Streets Free and Clear of Construction Related Dirt/Dust/Debris.
3. Coordinate Existing Utility Removal with Local Authorities and Utility Companies Having Jurisdiction.
4. The Existing Buildings Are to Remain Operational During Construction. Therefore, the Temporary Relocation of All Necessary Utilities Serving the Existing Building Shall Be Coordinated Prior to the Commencement of Construction Operations.
5. All Sawcutting Shall be Full Depth to Provide a Clean Edge to Match New Construction. Match Existing Elevations at Points of Connection for New and Existing Pavement, Curb, Sidewalks, etc. All Sawcut Locations Shown Are Approximate and May Be Field Adjusted to Accommodate Conditions, Joints, Material Type, etc. Remove Minimum Amount Necessary for Installation of Proposed Improvements.
6. Provide and Maintain All Necessary Traffic Control and Safety Measures Required During Demolition and Construction Operations Within or Near the Public Roadway.
7. Perform Tree Pruning In All Locations Where Proposed Pavement And/Or Utility Installation Encroach Within The Existing Drip Line Of Trees To Remain. All Trenching Within The Drip Line Of Existing Trees To Remain Shall Be Done Radially Away From Trunk If Roots In Excess Of 1" Diameter Are Exposed. Roots Must Be Cut By Reputable Tree Pruning Service Prior To Any Transverse Trenching. Obtain Approval Of The Architect Prior To Operations For A Variance From This Procedure.
8. Coordinate Tree Removal with Landscape Architect. All Trees To Be Removed Shall Be Removed In Their Entirety and Stumps Shall Be Ground to Proposed Subgrade. Use As Mulch for Proposed Landscaping Where Applicable and Acceptable to Architect.
9. Provide Tree Protection Fencing Prior To Construction Operations. Maintain Throughout Construction.

LEGEND

EXISTING		PROPOSED
	Manhole	
	Drainage Structure	
	Drainage Structure	
	Area Drain	
O_{CO}	Clean Out	O_{CO}
	Flared End Section	
	Storm Sewer	
	Sanitary Sewer	
	Combined Sewer	
W	Water Main	W
G	Gas Line	G
OH	Overhead Wires	OH
E	Electrical Cable (Buried)	E
T	Telephone Line	T
	Fire Hydrant	
	Valve Vault	
	Buffalo Box	B_{BB}
O_{DS}	Downspout	O_{DS}
O_{BOL}	Bollard	O_{BOL}
	Gas Valve	
	Gas Meter	
	Electric Meter	
	Electric Manhole	
	Hand Hole	
	Light Pole	
	Light Pole w/ Mast Arm	
	Utility Pole	
	Telephone Pedestal	
	Telephone Manhole	
	Sign	
x x	Fence	x x x
	Accessible Parking Stall	
	Curb & Gutter	
	Depressed Curb	
x C 782.50	Curb Elevation	C 782.50 G 782.00
x G 782.00	Gutter Elevation	
x P 783.25	Pavement Elevation	P 783.25
x W 782.10	Sidewalk Elevation	W 782.10
x 784.0	Ground Elevation	x 784.0
x T/W 785.20	Top of Retaining Wall Elevation	T/W 785.20
	Swale	
781	Contour Line	781
	Deciduous Tree	
	Coniferous Tree	
	Brushline	
	Tree Protection Fencing at Drip Line	

GENERAL NOTES

1. The Location of Existing Underground Utilities, Such As Watermains, Sewers, Gas Lines, Etc., As Shown On The Plans, Has Been Determined From The Best Available Information and Is Given For The Convenience of The Contractor. However, The Owner and The Engineer Do Not Assume Responsibility In The Event That During Construction, Utilities Other Than Those Shown May Be Encountered, and That The Actual Location of Those Which Are Shown May Be Different From The Location As Shown On The Drawings. Contact Engineer Immediately If Surface and/or Subsurface Features Are Different Than Shown On The Drawings.
2. Notify The Engineer Without Delay of Any Discrepancies Between the Drawings and Existing Field Conditions.
3. Contractor Shall Provide Private Utility Locating Services for the Project Area.
4. Notify The Owner, Engineer and The City of Highland Park A Minimum of 48 Hours in Advance of Performing Any Work.
5. All Areas, On or Off Site, Disturbed During Construction Operations and Not Part of the Work As Shown Hereon Shall Be Restored To Original Condition to the Satisfaction of the Owner at No Additional Cost to the Owner. It is Incumbent Upon Contractor to Show That Damaged Areas Were Not Disturbed By Construction Operations.
6. These Drawings Assume That The Contractor Will Utilize An Electronic Drawing File (DWG) to Stake All Site Improvements Accordingly. Contractor Shall Re-Establish Horizontal Control. Horizontal Control Points Not Provided.
7. No Person May Utilize The Information Contained Within These Drawings Without Written Approval From Eriksson Engineering Associates, Ltd.
8. The Engineer is Furnishing These Drawings For Construction Purposes As A Convenience To The Owner, Architect, Surveyor, or Contractor. Prior To The Use Of These Drawings For Construction Purposes, The User Of This Media Shall Verify All Dimensions And Locations Of Buildings With The Foundation Drawings And Architectural Site Plan, and Coordinate All Dimensions and Locations of All Site Items. If Conflicts Exist The User Of This Information Shall Contact The Engineer Immediately.
9. Provide An As-built Survey Prepared By A Licensed Professional Land Surveyor In Accordance With The Authorities Having Jurisdiction Which Shall Include As a Minimum All Detention Basins and Best Management Practices, Include All Storm and Sanitary Sewers, Structure Locations, Sizes, Rim and Invert Elevations, Watermain and Valve and Appurtenance Locations.
10. The Illinois Department Of Transportation Standard Specifications For Road And Bridge Construction Latest Edition, And All Addenda Thereto, Shall Govern The Earthwork And Paving Work Under This Contract Unless Noted Otherwise.

SURVEY PROVIDED BY:

Plat of Survey Provided By Chicago Guarantee Survey Company For Kinzie Builders LLC And Eriksson Engineering And Associates On December 14, 2024. Order Number 2024-32551-001

PROJECT BENCHMARKS

Elevations Shown Hereon Are Reference To:

City Of Highland Park Benchmark #31

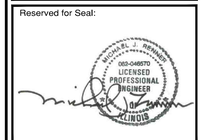
South Side Of Deerfield Road Near The SE Corner Of Section 22 6"X6"X42" Concrete Monument With Brass Cap Elevation = 648.788 Feet USC And GS

ERIKSSON ENGINEERING ASSOCIATES, LTD.
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LAUREL PARK TOWNHOMES

LAUREL AVE. & MCGOVERN AVE.
HIGHLAND PARK, ILLINOIS

Reserved for Seal:



No.	Date	Description
	02/11/25	PROGRESS SET
	02/13/25	100% SCHEMATIC DESIGN
	03/13/25	FOR PERMIT
	05/02/25	FOR PERMIT
	05/20/25	IFB
1	07/02/25	IFB REV 1

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Design By:	Approved By:	Date:
NH	MR	02/13/25

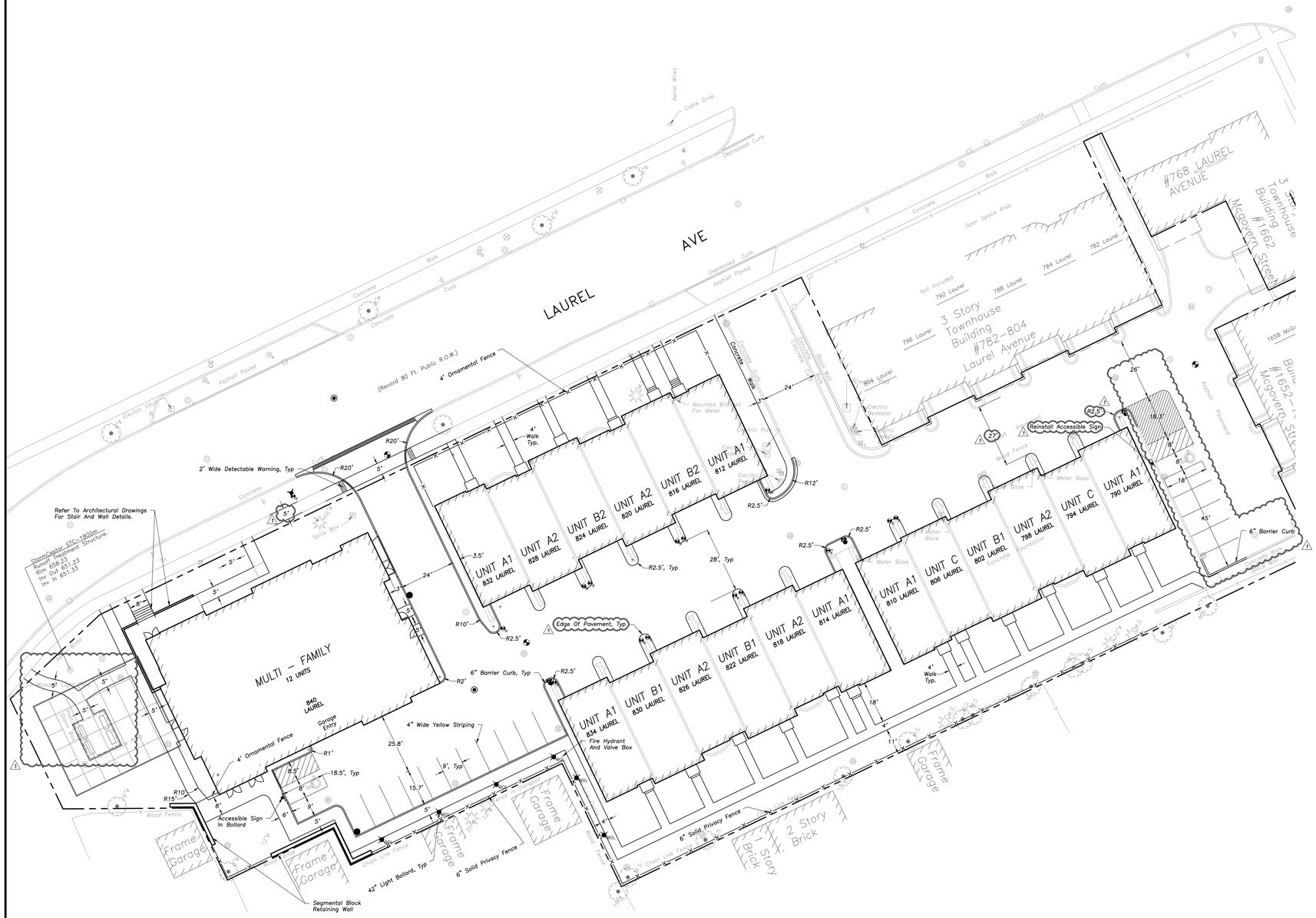
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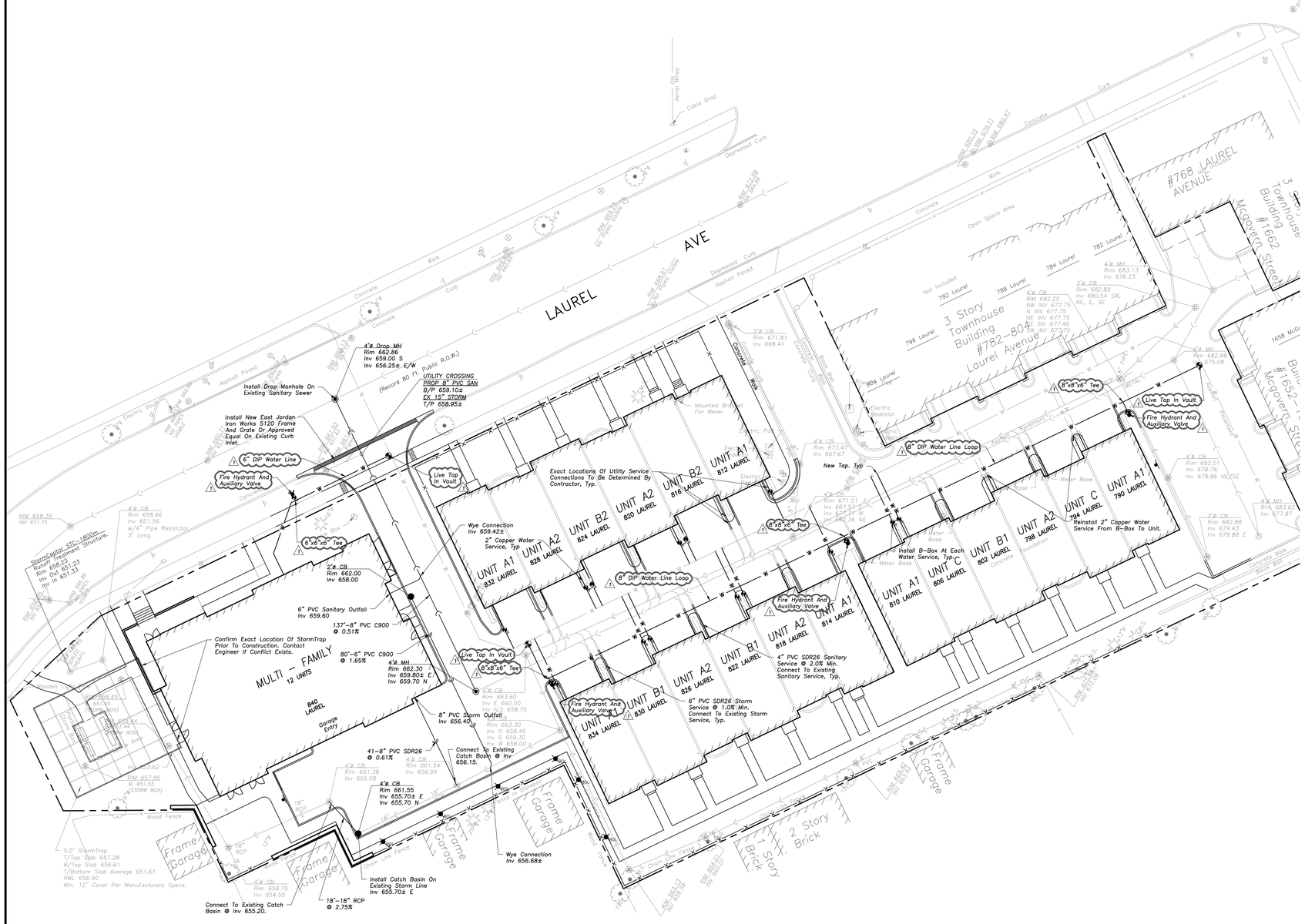
SITE DEMOLITION PLAN

Sheet No:

C1.1

EEA - P:\24197 - Laurel Park Townhomes 2024\Drawing\Laurel Park Townhomes Site Plan.dwg
Plotted: 7/02/25 @ 3:19pm By: mart


LAUREL AVE
Aerial Wires
Cable Drop
Depressed Curb
Concrete Walk
Asphalt Paved
(Record 80 Ft. Public R.O.W.)
4' Ornamental Fence
2' Wide Detectable Warning, Typ
Refer To Architectural Drawings For Stair And Wall Details.
Stormceptor STC-1800xt
Rim Out 651.23
Inv In 651.33
MULTI - FAMILY
12 UNITS
840 LAUREL
Garage Entry
4" Wide Yellow Striping
4' Ornamental Fence
Accessible Sign In Bollard
42" Light Bollard, Typ
6" Solid Privacy Fence
Segmental Block Retaining Wall
6" Barrier Curb, Typ
Edge Of Pavement, Typ
Reinstall Accessible Sign
4' Walk Typ.
Fire Hydrant And Valve Box
Mounted Bracket For Meter
Electric Pedestal
Electric Meter
Meter Base
Light Pole
Utility Pole
Open Space Area
Not Included
792 Laurel
796 Laurel
788 Laurel
784 Laurel
782 Laurel
804 Laurel
#768 LAUREL AVENUE
3 Story Townhouse Building #782-804 Laurel Avenue
3 Story Townhouse Building #1662 Mcgovern Street
#1652 Mcgovern Street
1658 McGo
UNIT A1 832 LAUREL
UNIT A2 828 LAUREL
UNIT B2 824 LAUREL
UNIT A2 820 LAUREL
UNIT B2 816 LAUREL
UNIT A1 812 LAUREL
UNIT A1 834 LAUREL
UNIT B1 830 LAUREL
UNIT A2 826 LAUREL
UNIT B1 822 LAUREL
UNIT A2 818 LAUREL
UNIT A1 814 LAUREL
UNIT A1 810 LAUREL
UNIT C 806 LAUREL
UNIT B1 802 LAUREL
UNIT A2 798 LAUREL
UNIT C 794 LAUREL
UNIT A1 790 LAUREL
Frame Garage
1 Story Brick
2 Story Brick
Wood Fence
Chain Link Fence
Asphalt Pavement
Concrete Foundation
Concrete Block Wall
Concrete Curb
Concrete Walk
Mailbox Post
Light Pole w/ Mast Arm
Sign
Fence
Swale
Contour Line
Deciduous Tree
Coniferous Tree
Brushline
Tree Protection Fencing at Drip Line
6" Barrier Curb
Asphalt Pavement
Concrete Walk
Concrete Curb
Concrete Foundation
Wood Fence
Chain Link Fence
Meter Base
Electric Meter
Electric Pedestal
Electric Vault
Mailbox Post
Light Pole w/ Mast Arm
Sign
Fence
Swale
Contour Line
Deciduous Tree
Coniferous Tree
Brushline
Tree Protection Fencing at Drip Line
Curb & Gutter
Depressed Curb
Curb Elevation
Gutter Elevation
Pavement Elevation
Sidewalk Elevation
Ground Elevation
Top of Retaining Wall Elevation
Accessible Parking Stall
Bollard
Gas Valve
Gas Meter
Electric Manhole
Hand Hole
Telephone Pedestal
Telephone Manhole
Buffalo Box
Downspout
Flared End Section
Storm Sewer
Sanitary Sewer
Combined Sewer
Water Main
Gas Line
Overhead Wires
Electrical Cable (Buried)
Telephone Line
Fire Hydrant
Valve Vault
Area Drain
Clean Out
Manhole
Drainage Structure
Drainage Structure
Inlet
Inlet
Inlet



UTILITY NOTES

1. *Utility Service Lines as Shown Hereon are Approximate. Coordinate The Exact Locations With The Plumbing Drawings. Coordinate The Locations With The Plumbing Contractor and/or the Owner's Construction Representative Prior to Installation of Any New Utilities.*
2. *Refer to Plumbing Drawings for Continuation of All Utilities Within 5 Feet of Building Face.*
3. *Field Verify Invert & Locations of Existing Utility Mains Prior to Installing Any On-Site Utilities or Structures. All Elevations and Inverts Referencing Said Utility Shall Be Field Verified Prior To Installation Of Any New Structures Or Utilities, and Adjustments Shall Be Made as Necessary. Contact Engineer Prior to Installation if Discrepancy Exists With These Drawings.*
4. *Coordinate the Relocation Of Any Utilities Encountered And Replacement Of Any Utilities Damaged Within Influence Zone Of New Construction. Contact Engineer If The Existing Utilities Vary Appreciably From The Plans.*
5. *All Water Main and Services Shall Be Installed at a Minimum Depth of 5.5' From Top of Finished Ground Elevation to Top of Main.*
6. *Protection Of Water Supplies Shall Be As Described In Section 370.350 Of The Illinois Recommended Standards For Sewage Works Or Section 41-2.01 Of The Standard Specifications For Water and Sewer Main Construction in Illinois, Latest Edition.*
7. *Clean Out All Existing and Proposed Storm Inlets and Catch Basins at the Completion of Construction.*
8. *The "Standard Specifications for Water and Sewer Main Construction in Illinois", Current Edition Shall Govern Work Where Applicable.*
9. *Adjust Frame Elevations Of All Structures Located Within The Limits Of The Project To Match Proposed Elevations. Add Or Remove Adjusting Rings As Necessary And Install New Mortar At Rings And Frame. Install New Chimney Seals On Any Sanitary Structures Being Adjusted.*
10. *Obtain As-Built Information For All Pipes, In Accordance With As-Built Document Requirements, Prior To The Installation Of Any Inlet Hoods Or Trash Racks.*

STRUCTURE NOTES

1. *All Catch Basins to Be Installed in Paved Areas Shall Have Neenah R2504-D Frame & Grate or Approved Equal.*
2. *All Catch Basins to Be Installed in Landscaped Areas Shall Have Neenah R4340-B Frame & Grate or Approved Equal. For Cone Sections Install a Minimum of 4" Grade Rings For Topsoil Respread. For Flat Slab Tops Install the Following Minimum Height of Grade Rings:*
   - *4' Diameter Structure- 4"*
   - *5' Diameter Structure- 6"*
   - *6' Diameter Structure- 8"*
3. *All Catch Basins to Be Installed Along Curb and Gutter (B-6.12) Shall Have Neenah R3281-A Frame & Grate or Approved Equal.*
4. *All Catch Basins to Be Installed Along Depressed Curb and Gutter (Dep B-6.12) Shall Have East Jordan Iron Works 5120 Catch Basin Inlet Frame and Grate, or Approved Equal.*
5. *Where Structures are Shown Along the Curbline, Unless Specifically Stated Otherwise, It Is Intended That the Frame of the Structure Is To Fall Within the Flowline Of The Gutter or at the Pavement Edge Where No Gutter Exists.*
6. *All Manholes Shall Have Neenah R1713-B Frame & Closed Lid or Approved Equal, with "Storm" or "Sanitary" Imprinted as Appropriate.*
7. *For All Structures Indicated to be Adjusted, Remove and Install Adjusting Rings, Cone Section, Barrel Sections, or Flat Slab Top as Necessary.*
8. *All Sanitary Manholes Shall Include a Chimney Seal.*

LEGEND

EXISTING		PROPOSED
	Manhole	
	Drainage Structure	
	Drainage Structure	
	Area Drain	
	Clean Out	
	Flared End Section	
	Storm Sewer	
	Sanitary Sewer	
	Combined Sewer	
W	Water Main	W
G	Gas Line	G
OH	Overhead Wires	OH
E	Electrical Cable (Buried)	E
T	Telephone Line	T
	Fire Hydrant	
	Valve Vault	
	Buffalo Box	
	Downspout	
	Bollard	
	Gas Valve	
	Gas Meter	
	Electric Meter	
	Electric Manhole	
	Hand Hole	
	Light Pole	
	Light Pole w/ Mast Arm	
	Utility Pole	
	Telephone Pedestal	
	Telephone Manhole	
	Sign	
	Fence	
	Accessible Parking Stall	
	Curb & Gutter	
	Depressed Curb	
x C 782.50	Curb Elevation	C 782.50 / G 782.00
x G 782.00	Gutter Elevation	
x P 783.25	Pavement Elevation	P 783.25
x W 782.10	Sidewalk Elevation	W 782.10
x 784.0	Ground Elevation	x 784.0
x T/W 785.20	Top of Retaining Wall Elevation	T/W 785.20
	Swale	
781	Contour Line	781
	Deciduous Tree	
	Coniferous Tree	
	Brushline	
	Tree Protection Fencing at Drip Line	

GENERAL NOTES

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2. *Notify The Engineer Without Delay of Any Discrepancies Between the Drawings and Existing Field Conditions.*
3. *Contractor Shall Provide Private Utility Locating Services for the Project Area.*
4. *Notify The Owner, Engineer and The City of Highland Park A Minimum of 48 Hours In Advance of Performing Any Work.*
5. *All Areas, On or Off Site, Disturbed During Construction Operations and Not Part of the Work As Shown Hereon Shall Be Restored To Original Condition to the Satisfaction of the Owner at No Additional Cost to the Owner. It is Incumbent Upon Contractor to Show That Damaged Areas Were Not Disturbed By Construction Operations.*
6. *These Drawings Assume That The Contractor Will Utilize An Electronic Drawing File (DWG) to Stake All Site Improvements Accordingly. Contractor Shall Re-Establish Horizontal Control. Horizontal Control Points Not Provided.*
7. *No Person May Utilize The Information Contained Within These Drawings Without Written Approval From Eriksson Engineering Associates, Ltd.*
8. *The Engineer Is Furnishing These Drawings For Construction Purposes As A Convenience To The Owner, Architect, Surveyor, or Contractor. Prior To The Use Of These Drawings For Construction Purposes, The User Of This Media Shall Verify All Dimensions And Locations Of Buildings With The Foundation Drawings And Architectural Site Plan, and Coordinate All Dimensions and Locations of All Site Items. If Conflicts Exist The User Of This Information Shall Contact The Engineer Immediately.*
9. *Provide An As-built Survey Prepared By A Licensed Professional Land Surveyor In Accordance With The Authorities Having Jurisdiction Which Shall Include As a Minimum All Detention Basins and Best Management Practices, Include All Storm and Sanitary Sewers, Structure Locations, Sizes, Rim and Invert Elevations, Watermain and Valve and Appurtenance Locations.*
10. *The Illinois Department Of Transportation Standard Specifications For Road And Bridge Construction Latest Edition, And All Addenda Thereto, Shall Govern The Earthwork And Paving Work Under This Contract Unless Noted Otherwise.*

North Shore Water Reclamation District Notes:

1. The contractor shall notify both the North Shore Water Reclamation District and the municipality within whose boundaries the proposed sanitary sewer construction will take place a minimum of 24 hours prior to the start of construction. The North Shore Water Reclamation District can be notified by phone at 847-623-6060.

2. All sanitary sewer pipe shall be bedded, with a minimum of 6" below the pipe and 12" above the pipe, in CA-6 crushed material. CA-7 may be allowed at the discretion of the North Shore Water Reclamation District if extremely wet conditions are encountered.

3. The connection to downstream sewers shall be plugged with a water tight concrete plug and maintained in place until connection is approved by the North Shore Reclamation District.

~~4. All sanitary sewer extensions shall be televised in the presence of North Shore Reclamation District personnel after having notified the District a minimum of 24 hours prior to televising by phone at 847-623-6060. A copy of the televised sewer extension, in electronic format, shall be submitted to the District for approval.~~

~~5. All sanitary sewer extensions shall be subject to an infiltration test under the supervision of and witnessed by the District. Infiltration as determined by such test shall not exceed 200 gallons per inch-diameter per day, per mile, for all sewers up to and including 24 inches in diameter and 5,000 gallons per day, per mile, for any sewer or sewers over 24 inches in diameter or any portion thereof.~~

SURVEY PROVIDED BY:

Plat of Survey Provided By Chicago Guarantee Survey Company For Kinzle Builders LLC And Eriksson Engineering And Associates On December 14, 2024. Order Number 2024-32551-001

PROJECT BENCHMARKS

Elevations Shown Hereon Are Reference To:

City Of Highland Park Benchmark #31

South Side Of Deerfield Road Near The SE Corner Of Section 22 6"X6"X42" Concrete Monument With Brass Cap Elevation = 648.788 Feet USC And GS

N

30 0 30 60 90

Scale: 1"=30'

ERIKSSON ENGINEERING ASSOCIATES, LTD.
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PROFESSIONAL DESIGN FIRM
LICENSE NO. 184-003220
EXPIRES: 04/30/2025

LAUREL PARK TOWNHOMES

LAUREL AVE. & MCGOVERN AVE.
HIGHLAND PARK, ILLINOIS

Reserved for Seal:



No.	Date	Description
	02/11/25	PROGRESS SET
	02/13/25	100% SCHEMATIC DESIGN
	03/13/25	FOR PERMIT
	05/02/25	FOR PERMIT
	05/20/25	IFB
1	07/02/25	IFB REV 1

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Design By:	Approved By:	Date:
NH	MR	02/13/25

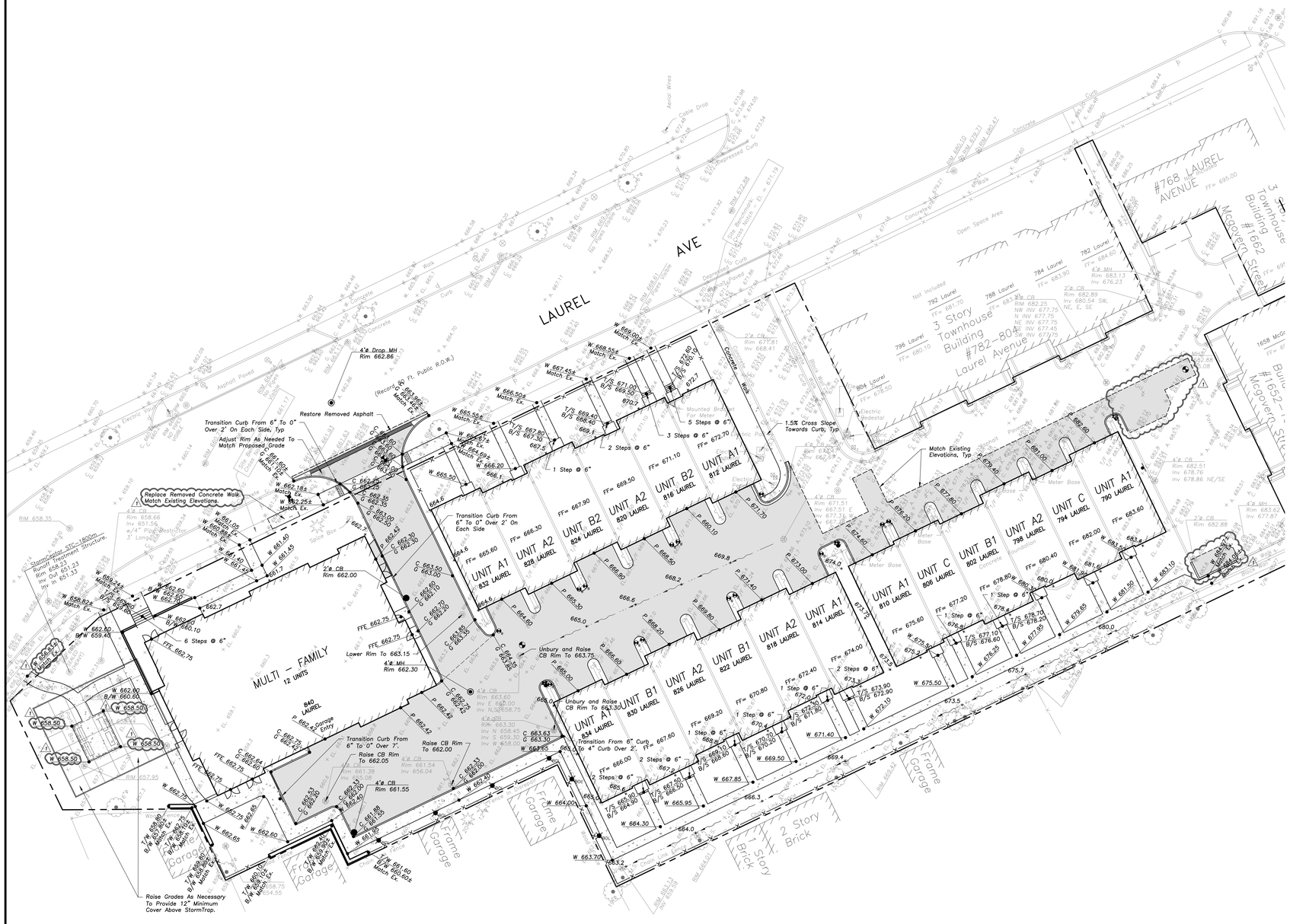
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SITE UTILITY PLAN

Sheet No:

C3.1

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Plotted: 7/02/25 @ 3:57pm By: mart





PAVING & SURFACE LEGEND

Asphalt Pavement Section
1 1/2" Hot Mix Asphalt,Mix D, IL-9.5, N50
2 1/2" Hot Mix Asphalt, IL-19.0, N50
Prime Coat (0.25 gal/sq yd)
8" Aggregate Base Course, Type B, Crushed, CA-6
Non-Woven Geotextile Fabric, 5 oz/sy

Concrete Sidewalk Section
5" Portland Cement Concrete
Curing and Sealing Compound
6"x6" W1.4xW1.4 Welded Wire Fabric
4" Aggregate Base Course, Type B, Crushed

GRADING NOTES

1. Install And Maintain Silt Fence at the Perimeter of the Construction Zone.
2. The Grading and Construction of Proposed Improvements Shall Be Done In A Manner Which Will Allow For Positive Drainage, and Not Cause Ponding of Stormwater on the Surface of Proposed Improvements.
3. All Landscaped Areas Disturbed By Construction Shall Be Respread With 6 Inches (Min.) to 12 Inches (Max.) Topsoil and Restored With Seed And Blanket Unless Noted Otherwise On The Landscape Drawings.
4. Refer to Architectural Drawings for Locations and Patterns of Expansion and Control Joints in Concrete Pavement and Sidewalks.
5. Adjust Frame Elevations Of All Structures Located Within The Limits Of The Project To Match Proposed Elevations. Add Or Remove Adjusting Rings As Necessary And Install New Mortar At Rings And Frame. Install New Chimney Seals On Any Sanitary Structures Being Adjusted

LEGEND

EXISTING		PROPOSED
	Manhole	
	Drainage Structure	
	Drainage Structure	
	Area Drain	
O_{CO}	Clean Out	O_{CO}
	Flared End Section	
	Storm Sewer	
	Sanitary Sewer	
	Combined Sewer	
W	Water Main	W
G	Gas Line	G
OH	Overhead Wires	OH
E	Electrical Cable (Buried)	E
T	Telephone Line	T
	Fire Hydrant	
	Valve Vault	
V_B	Buffalo Box	V_B
O_{DS}	Downspout	O_{DS}
O_{BOL}	Bollard	O_{BOL}
V_G	Gas Valve	
M_G	Gas Meter	
M_E	Electric Meter	
	Electric Manhole	
H	Hand Hole	
	Light Pole	
	Light Pole w/ Mast Arm	
	Utility Pole	
	Telephone Pedestal	
T_M	Telephone Manhole	
	Sign	
x x	Fence	x x x
	Accessible Parking Stall	
	Curb & Gutter	
	Depressed Curb	
x C 782.50	Curb Elevation	C 782.50
x G 782.00	Gutter Elevation	G 782.00
x P 783.25	Pavement Elevation	P 783.25
x W 782.10	Sidewalk Elevation	W 782.10
x 784.0	Ground Elevation	x 784.0
x T/W 785.20	Top of Retaining Wall Elevation	T/W 785.20
781	Swale	781
781	Contour Line	
	Deciduous Tree	
	Coniferous Tree	
	Brushline	
	Tree Protection Fencing at Drip Line	

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2. Notify The Engineer Without Delay of Any Discrepancies Between the Drawings and Existing Field Conditions.
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9. Provide An As-built Survey Prepared By A Licensed Professional Land Surveyor In Accordance With The Authorities Having Jurisdiction Which Shall Include As a Minimum All Detention Basins and Best Management Practices, Include All Storm and Sanitary Sewers, Structure Locations, Sizes, Rim and Invert Elevations, Watermain and Valve and Appurtenance Locations.
10. The Illinois Department Of Transportation Standard Specifications For Road And Bridge Construction Latest Edition, And All Addenda Thereto, Shall Govern The Earthwork And Paving Work Under This Contract Unless Noted Otherwise.

SURVEY PROVIDED BY:

Plat of Survey Provided By Chicago Guarantee Survey Company For Kinzie Builders LLC And Eriksson Engineering And Associates On December 14, 2024.
Order Number 2024-32551-001

PROJECT BENCHMARKS

Elevations Shown Hereon Are Reference To:

City Of Highland Park Benchmark #31

South Side Of Deerfield Road Near The SE Corner Of Section 22 6"x6"X42" Concrete Monument With Brass Cap
Elevation = 648.788 Feet USC And GS

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PROFESSIONAL DESIGN FIRM
LICENSE NO. 184-003220
EXPIRES: 04/30/2025

LAUREL PARK TOWNHOMES

LAUREL AVE. & MCGOVERN AVE.
HIGHLAND PARK, ILLINOIS

Reserved for Seal:



No.	Date	Description
	02/11/25	PROGRESS SET
	02/13/25	100% SCHEMATIC DESIGN
	03/13/25	FOR PERMIT
	05/02/25	FOR PERMIT
	05/20/25	IFB
1	07/02/25	IFB REV 1

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NH	MR	02/13/25

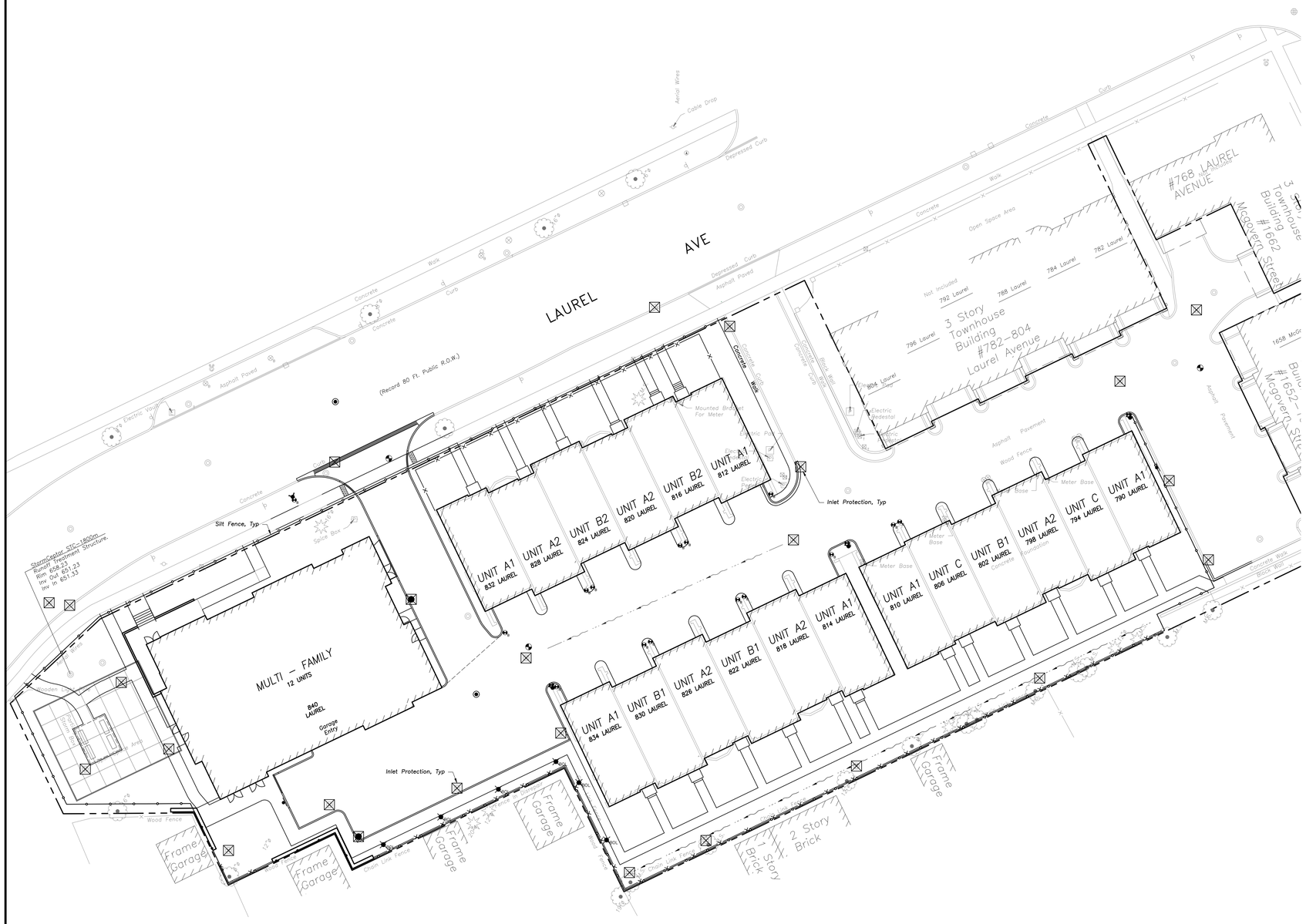
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GRADING AND PAVING PLAN

Sheet No:

C4.1

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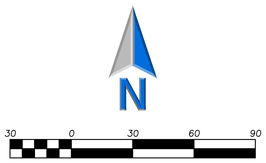


SOIL EROSION & SEDIMENTATION CONTROL LEGEND

- Silt Fence
- Catch-All, Park Chop Sediguard (or equal) Paved or Existing Stabilized Areas

SOIL EROSION & SEDIMENTATION CONTROL NOTES

1. *Illinois Urban Manual Shall Govern All Soil Erosion and Sediment Control, and Related Work.*
2. *Contractor Shall Be Responsible for Compliance With IEPA NPDES and ILR10 Permit Requirements for Project.*
3. *Soil Disturbance Shall Be Conducted in Such a Manner as To Minimize Erosion. Soil Stabilization Measures Shall Consider the Time of Year, Site Conditions, and the Use of Temporary or Permanent Measures.*
4. *Soil Erosion and Sediment Control Features Shall Be Constructed Prior to the Commencement of Upland Disturbance.*
5. *Temporary Soil Stabilization Shall Be Applied to Topsoil Stockpiles and Disturbed Areas, Where Construction Activity Will Not Occur For A Period of More Than 14 Calendar Days, Temporary Measures Shall Be Applied Within 7 Calendar Days of the End of Active Hydrologic Disturbance. The Sediment Control Measures Shall Be Maintained On A Continuing Basis Until The Site Is Permanently Stabilized And All Inspections Are Complete. Permanent Stabilization Shall Be Completed Within 14 Days after Completion of Final Grading of Soil.*
6. *All Temporary And Permanent Erosion Control Measures Shall Be Removed Within 30 Days After Final Site Stabilization Is Achieved Or After The Temporary Measures Are No Longer Needed. Trapped Sediment And Other Disturbed Soil Areas Shall Be Permanently Stabilized.*
7. *Final Site Stabilization Is Defined By The EPA General Permit As Meaning That All Soil Disturbing Activities At The Site Have Been Completed, And That A Uniform Perennial Vegetative Cover With A Density Of 70 Percent Of The Cover For Unpaved Areas Not Covered By Permanent Structures Has Been Established Or Equivalent Permanent Stabilization Measures (Such As The Use Of Riprap, Gabions, Or Geotextiles) Have Been Employed.*
8. *All Storm Sewer Structures That Are, Or Will Be, Functioning During Construction Shall Be Protected, Filtered, Or Otherwise Treated To Remove Sediment. The General Contractor Shall Use "Catch-All" Inlet Protectors (or equal) and Filter Wattles Around The Grate In Landscaped Areas And "Catch-All" Inlet Protectors (or equal) In Paved Areas To Prevent Siltation.*
9. *All Temporary And Permanent Sediment And Erosion Control Measures Must Be Maintained, Repaired, And Inspected In Conformance With All Applicable IEPA-NPDES Phase II And Lake County DECI Requirements.*
10. *Following The Termination Of Construction Activities And Issuance Of The Required "Notice Of Termination", The Permittees Must Keep A Copy Of The Storm Water Pollution Prevention Plan, Inspection Reports, And Records Of All The Data Used To Complete The Notice Of Intent For A Period Of At Least Three Years Following Final Stabilization.*
11. *Install And Maintain Silt Fence At The Perimeter Of The Construction Zone And Wetland Areas And As Shown On The Plans. Maintain Silt Fence Throughout Construction And Until Vegetation Has Been Fully Established.*
12. *Contractor Shall Provide Qualified Soil Erosion and Sediment Control Inspector Services in Accordance with NPDES and Governmental Requirements. Inspections Shall Occur at Every Seven Calendar Days Or Within 24 Hours of a 0.5" or Greater Rainfall Event. Engineer Shall Be Copied on Inspection Logs.*
13. *The Erosion Control Measures Indicated On The Drawings Are The Minimum Requirements. Additional Measures May Be Required As Directed By The Qualified Soil and Erosion Sediment and Control Inspector Or Governing Agency.*
14. *Unless Otherwise Indicated on the Drawings, Stabilize All Disturbed Ground Areas Where Slopes Exceed 6:1 or Within Swales with North American Green BioNet SC150BN Erosion Control Blanket, or Approved Equal.*
15. *Report Releases of Reportable Quantities of Oil or Hazardous Materials If They Occur In Accordance with IEPA NPDES Requirements.*
16. *All Concrete Washout Shall Conform To The "Temporary Concrete Washout Facility" Standards (Code 954) of the Illinois Urban Manual, Latest Edition.*
17. *If Necessary, The SWPPP Shall Be Modified To Reflect Changes Required During The Effective Period Of The IEPA NPDES General Permit No ILR10 and Local and County Permits.*
18. *Dewatering of Excavations Shall be Performed in a Manner Such as Through the use of Filter Bags or Polymer Treated Dewatering Swales, so as to Not Discharge Sediment Laden Water Into Storm Sewers Tributary to Open Water.*



LEGEND

EXISTING		PROPOSED
	Manhole	
	Drainage Structure	
	Drainage Structure	
	Area Drain	
O_{CO}	Clean Out	O_{CO}
	Flared End Section	
	Storm Sewer	
	Sanitary Sewer	
	Combined Sewer	
W	Water Main	W
G	Gas Line	G
OH	Overhead Wires	OH
E	Electrical Cable (Buried)	E
T	Telephone Line	T
	Fire Hydrant	
	Valve Vault	
B_B	Buffalo Box	B_B
O_{DS}	Downspout	O_{DS}
O_{BOL}	Bollard	O_{BOL}
	Gas Valve	
	Gas Meter	
	Electric Meter	
	Electric Manhole	
	Hand Hole	
	Light Pole	
	Light Pole w/ Mast Arm	
	Utility Pole	
	Telephone Pedestal	
	Telephone Manhole	
	Sign	
	Fence	
	Accessible Parking Stall	
	Curb & Gutter	
	Depressed Curb	
× C 782.50	Curb Elevation	C 782.50
× G 782.00	Gutter Elevation	G 782.00
× P 783.25	Pavement Elevation	P 783.25
× W 782.10	Sidewalk Elevation	W 782.10
× 784.0	Ground Elevation	× 784.0
× T/W 785.20	Top of Retaining Wall Elevation	T/W 785.20
781	Swale	781
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	Deciduous Tree	
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	Brushline	
	Tree Protection Fencing at Drip Line	

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6. *These Drawings Assume That The Contractor Will Utilize An Electronic Drawing File (DWG) to Stake All Site Improvements Accordingly. Contractor Shall Re-Establish Horizontal Control. Horizontal Control Points Not Provided.*
7. *No Person May Utilize The Information Contained Within These Drawings Without Written Approval From Eriksson Engineering Associates, Ltd.*
8. *The Engineer Is Furnishing These Drawings For Construction Purposes As A Convenience To The Owner, Architect, Surveyor, or Contractor. Prior To The Use Of These Drawings For Construction Purposes, The User Of This Media Shall Verify All Dimensions And Locations Of Buildings With The Foundation Drawings And Architectural Site Plan, and Coordinate All Dimensions and Locations of All Site Items. If Conflicts Exist The User Of This Information Shall Contact The Engineer Immediately.*
9. *Provide An As-built Survey Prepared By A Licensed Professional Land Surveyor In Accordance With The Authorities Having Jurisdiction Which Shall Include As a Minimum All Detention Basins and Best Management Practices, Include All Storm and Sanitary Sewers, Structure Locations, Sizes, Rim and Invert Elevations, Watermain and Valve and Appurtenance Locations.*
10. *The Illinois Department Of Transportation Standard Specifications For Road And Bridge Construction Latest Edition, And All Addenda Thereto, Shall Govern The Earthwork And Paving Work Under This Contract Unless Noted Otherwise.*

SURVEY PROVIDED BY:

Plat of Survey Provided By Chicago Guarantee Survey Company For Kinzie Builders LLC And Eriksson Engineering And Associates On December 14, 2024. Order Number 2024-32551-001

PROJECT BENCHMARKS

Elevations Shown Hereon Are Reference To:

City Of Highland Park Benchmark #31

South Side Of Deerfield Road Near The SE Corner Of Section 22 6"x6"X42" Concrete Monument With Brass Cap Elevation = 648.788 Feet USC And GS

ERIKSSON ENGINEERING ASSOCIATES, LTD.
145 COMMERCE DRIVE, SUITE A
GRAYSLAKE, ILLINOIS 60030
PHONE (847) 223-4804
FAX (847) 223-4864
EMAIL INFO@EEA-LTD.COM
PROFESSIONAL DESIGN FIRM
LICENSE NO. 184-003220
EXPIRES: 04/30/2025

LAUREL PARK TOWNHOMES

LAUREL AVE. & MCGOVERN AVE.
HIGHLAND PARK, ILLINOIS

Reserved for Seal:



No.	Date	Description
	02/11/25	PROGRESS SET
	02/13/25	100% SCHEMATIC DESIGN
	03/13/25	FOR PERMIT
	05/02/25	FOR PERMIT
	05/20/25	IFB
1	07/02/25	IFB REV 1

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Design By:	Approved By:	Date:
NH	MR	02/13/25

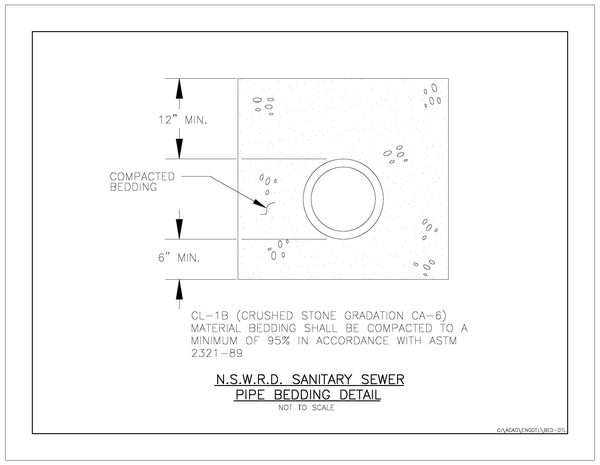
Sheet Title:

SOIL EROSION AND SEDIMENT CONTROL PLAN

Sheet No:

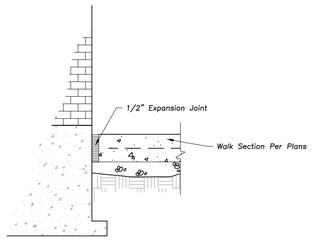
C5.1

EEA – P:\24197 – Laurel Park Townhomes 2024\Drawings\Laurel Park Townhomes Site Plan.dwg
Plotted: 7/02/25 @ 3:57pm By: mhart

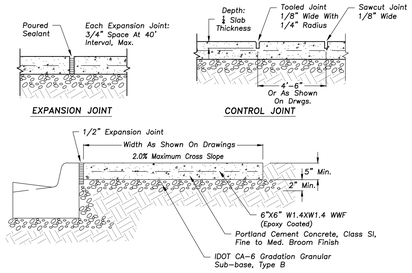


N.S.W.R.D. SANITARY SEWER PIPE BEDDING DETAIL

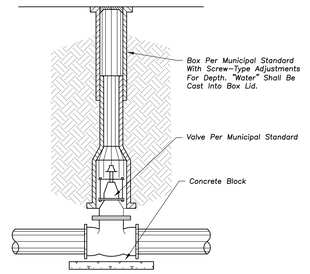
NOT TO SCALE



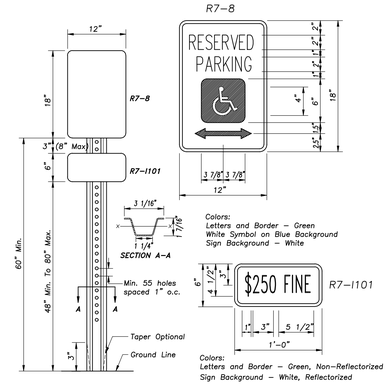
WALK ADJACENT TO BUILDING



PORTLAND CEMENT CONC. SIDEWALK



GATE VALVE IN BOX



Notes: Dimensions Shown For Cross Sections Are Minimum.

All Holes Are 3/8"ø. Minimum Section Modulus About The X-X Axis Of The Post Shall Be 0.223 In.

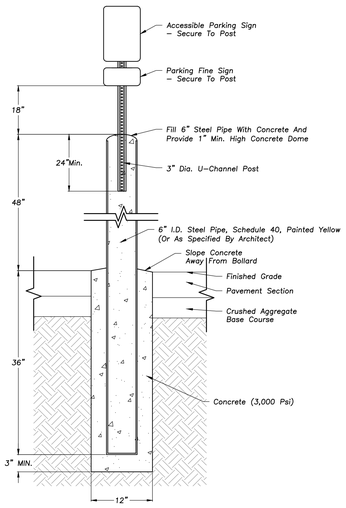
For Posts In Which Holes Are Punched Or Drilled For More Than Half Their Length, The Section Modulus Shall Be Computed For The Net Section.

3'-6" Post Bury Depth.

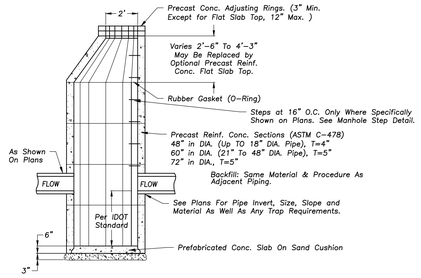
Post Shall Weigh 2.00 Lb/ft Length.

One In 8 Accessible Parking Spaces Must Be Van Accessible, Minimum Of One. Van Accessible Spaces Have The Same Requirement Except They Must Also Have 96" Of Clear Vertical Space.

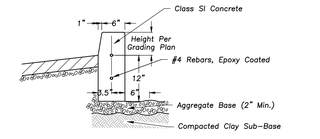
ACCESSIBLE PARKING SIGN



ACCESSIBLE PARKING SIGN IN BOLLARD



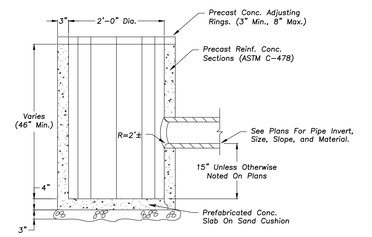
CATCH BASIN



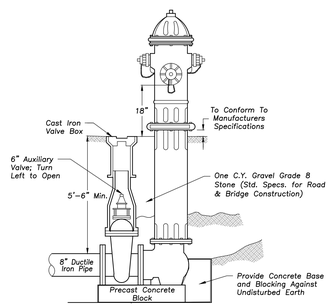
Notes:

1. *A 1" Expansion Joint Shall Be Installed At All Points Of Curvature For Short Radius (Under 25 Ft.) Curves. Maximum Expansion Joint Spacing Is 50'. Expansion Joints Shall Be Constructed With 1" Thick Preformed Expansion Joint Filler Conforming To The Curb And Gutter Cross Section And Shall Be Provided With One 1-1/4" Diameter, 18" Long, Coated Smooth Dowel Bar. The Dowel Bar Shall Be Fitted With A Cap With A Pinched Stop Which Provides A Minimum Of 1" Of Expansion.*
2. *Maximum Contraction/Control joint spacing shall be (20') twenty feet.*

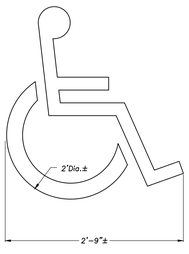
TYPE B CURB



CATCH BASIN – 2' DIA.

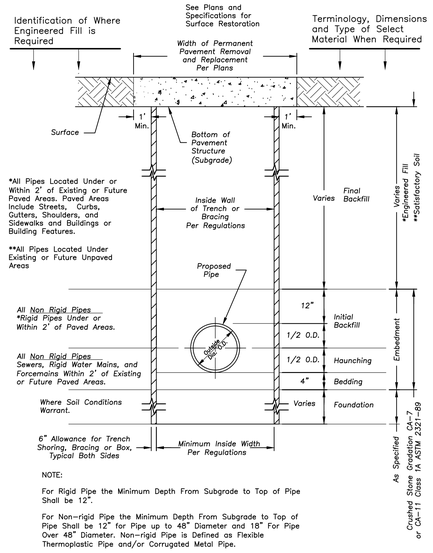


HYDRANT INSTALLATION

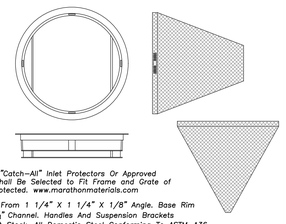


Note: All Paint Shall Be 4" Wide Yellow Lines (Typ.)

ACCESSIBLE PARKING STALL PAVEMENT MARKING



STANDARD SEWER AND WATER TRENCH SECTION



General Notes:

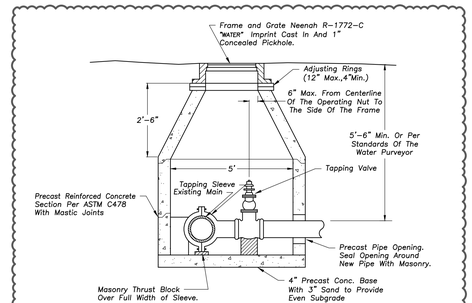
Use Marathon Materials, Inc., "Catch-All" Inlet Protectors Or Approved Equal. Inlet Protector Types Shall Be Selected to Fit Frame and Grate of Open Lid Structures to Be Protected. www.marathonmaterials.com

Frame: Top Flange Fabricated From 1 1/4" X 1 1/4" X 1/8" Angle. Base Rim Fabricated From 1 1/2" x 1/4" x 1/4" Channel. Handles And Suspension Brackets Fabricated From 1 1/2" x 1/4" Flat Stock. All Domestic Steel Conforming To ASTM-A36

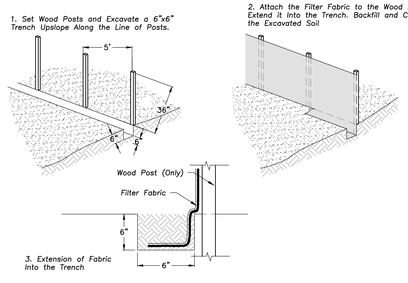
Sediment Bag: Bag Fabricated From 4 Oz./sq.yd. Non-woven Polypropylene Geotextile Reinforced With Polyester Mesh. Bag Secured To Base Rim With A Stainless Steel Strap And Lock.

Install Baskets In All Existing Storm Inlets Prior To Construction And All New Storm Inlets Immediately After Installation. Contractor Shall Maintain Throughout Construction Activities.

INLET PROTECTORS – SEDIMENT BAG



PRESSURE CONNECTION VAULT



SILT FENCE CONSTRUCTION (AASHTO 288-00)

ERIKSSON ENGINEERING ASSOCIATES, LTD.
145 COMMERCE DRIVE, SUITE A
GRAYSLAKE, ILLINOIS 60030
PHONE (847) 223-4804
FAX (847) 223-4864
EMAIL INFO@EEA-LTD.COM
PROFESSIONAL DESIGN FIRM
LICENSE NO. 184-003220
EXPIRES: 04/30/2025

LAUREL PARK TOWNHOMES

LAUREL AVE. & MCGOVERN AVE.
HIGHLAND PARK, ILLINOIS

Reserved for Seal:



No.	Date	Description
	02/11/25	PROGRESS SET
	02/13/25	100% SCHEMATIC DESIGN
	03/13/25	FOR PERMIT
	05/02/25	FOR PERMIT
	05/20/25	IFB
1	07/02/25	IFB REV 1

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Design By:	Approved By:	Date:
NH	MR	02/13/25

Sheet Title:

CIVIL DETAILS

Sheet No:

C6.1

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Plotted: 7/02/25 @ 3:26pm By: mhart

DRAFT FINDINGS OF FACT

Public Meeting #SUB-2026-00016 for a Plat of Resubdivision with Variations (790 Laurel Ave., 794 Laurel Ave., 798 Laurel Ave., 802 Laurel Ave., 806 Laurel Ave., 810 Laurel Ave.; 814-834 Laurel Ave.; 812-832 Laurel Ave.; 836 Laurel Ave.; and 844 Laurel Ave.)

DRAFT FINDINGS OF FACT FOR PLAT OF RE-SUBDIVISION

In order to proceed with their development the Applicant is asking to re-subdivide the properties. The PDC finds per Section 151.009 the variations requested do not affect the general plan or the spirit of the subdivision code. This plat was previously approved on Sept. 25, 2026, and this is a request for re-approval. These variances were granted by City Council on Sept. 25, 2025 with Resolution No. R114-2025. The Plan and Design Commission recommended approval previously (5-0) on July 15, 2025.

- (A)(1). The easement lot/parcel is more than 4-sides – this is a pre-existing condition from the first plat.
- (A)(2). The pads are less than 125' deep – this was approved for the other pads in Phase I.
- (A)(5). The townhome units in the rear will not have direct access onto the street – this was contemplated and approved in Phase I.

Staff Report

Meeting Date: August 17, 2026

Staff Contact: Karl Burhop, Senior Planner

Department: Community Development Department

Title: An Ordinance Amending a Special Use Permit for a Conditional Use (1301 Clavey Road and 1377 Deer Creek Parkway)

Recommendation:

Staff recommend amending the Special Use Permit for the property 1301 Clavey Rd. (the "***Property***"; to allow a relocation of its driveway[1].



[1] The approval document was requested by the Applicant.

Policy Consideration:

Commission Consideration.

At it's July 21[1], 2026 meeting, the Commission held a public hearing for this request and recommended approval unanimously[2], as well as approved the Design Review for the changes. The approval included the understanding that minor site plan changes would occur related to relevant emergency access[3], and that the Park District of Highland Park will need to consent to construction permits as it has for this application. The Commission's adopted findings of fact are attached as **Attachment 6**.

Project Summary.

Larry Mason (the "***Applicant***"), acting as an agent for Makom Solel (the "***Property Owner***"), proposes to amend Ordinance No. 54-09, which granted a Special Use Permit and a Special

Exception for the Property, as follows:

- Relocate the existing driveway entrance & exit from Clavey Road to Deer Creek Parkway[4], remove the existing driveway from Clavey, and install in its place landscaping. The Applicant's narrative is included as **Attachment 1**.
    - The Park District of Highland park provided a letter acknowledging the project and entering into a non-binding letter of intent with the Applicant (**Attachment 4**)[5].
    - Install new landscaped area in place of the proposed removal of the existing Clavey Road entrance & exit.
- Relocate the ground (monument) sign posted next to the existing entrance & exit on Clavey Road to the new driveway entrance.[6]

There is an existing onsite parking lot, and an existing principal driveway with access and exit for traffic to and from Clavey Rd. There are no changes proposed to the principal structure, with changes specifically limited to site circulation and access - the existing driveway / maneuvering area and new driveway. No new landscaping is required, as no new Vehicular Use Area is proposed (rather, existing driveway / impervious area is being removed); however, the applicant has stated their intention to add up to 10 new Norway Spruce trees to the Property. During the City's review of this proposal concerns from an emergency access perspective were raised about removing access to the west side of the building. Applicant provided an access and turnaround plan that is acceptable, but additional adjustments may be made at time of permitting as part of this Special Use amendment. The Applicant's proposed plan is Exhibit B with the ordinance. Renderings and aerial of the site are in **Attachment 2**.

Zoning and other analysis is included within **Attachment 7**.

Staff Comments.
The following provides summary comments from City Departments. These comments will be addressed during permitting and are not proposed as conditions of approval.

- *Public Works - Engineering Division:* Upon abandonment of the existing drive, the depressed curb and gutter must be removed and replaced with full depth curb & gutter. This is a requirement that will be addressed during permitting.
- *Public Works – Forestry Division:* There appears to be minimal impact to established trees. In the event the amendment is approved, any tree preservation concerns will be handled by Forestry, within the permitting phase of development. The following are comments for the Applicant, and will also be addressed during permitting.
    - Best forestry practice dictates avoiding locating the new spruces under the utility lines to avoid damage by utility line clearance pruning.
    - Whether the entrance to the synagogue gets relocated to Deer Creek Parkway, or they keep their existing driveway, the applicant must adhere to Section 150.808 when considering plantings. Specifically, the applicant must design such that a 25' vision triangle (visual clearance) is maintained at the entrance of Deer Park Ct. / synagogue driveway at Clavey Road. That way, the proposed landscape

installation does not obstruct the view for pedestrians or motor vehicle traffic.

- *Fire Department & Community Dev. Building Division:* The Applicant proposes a version of their plan that will accommodate emergency services concerns.
    - However, this plan will have to be finalized with minor changes to ensure the adequate maneuverability of fire apparatus on-site.
        - The Fire Dept. will require a Knox Box to operate the security gate.
        - The Applicant's must demonstrate adequate maneuverability for fire apparatus as part of the permitting process.

[1] Click on the hyperlink for the Plan and Design Commission packet, which includes the staff report and exhibits for this item. The

[2] 7-0 recommendation to approve.

[3] The SUP Ordinance includes a provision that minor amendments may occur if related to emergency access.

[4] Deer Creek Parkway is a private street, located on Highland Park Park District property.

[5] The Park District of Highland Park will need to authorize, as appropriate (including for permits or other approvals) prior to any City approval for work on the Park District's property.

[6] Important Regulatory Note - if the monument sign is moved to the Park District property it will require a sign variance.

Core Priorities:

Economic Development

This is a land use application and related to the development and use of land within the City.

Attachments:

1. Ordinance (1301 Clavey Rd.)
2. Ordinance Exhibit A - Legal Description of the Property
3. Ordinance Exhibit B - Proposed Site Plan
4. Attachment 1 - Project Narrative
5. Attachment 2 - Renderings & Aerial
6. Attachment 3 - Ord. 54-09 (Sept. 14, 2009)
7. Attachment 4 - HP Park District Letter of Intent
8. Attachment 5 - Plans 1 & 3 (Alternate Plans)
9. Attachment 6 - Adopted Findings of Fact
10. Attachment 7 - Staff Attachment

City of Highland Park

Ordinance No. _____

An Ordinance Amending a Special Use Permit
for a Conditional Use
(1301 Clavey Road and 1377 Deer Creek Parkway)

WHEREAS, Congregation Solel, an Illinois not-for-profit corporation (***"Applicant"***), is the record owner of that certain parcel of real property consisting of approximately five acres, located within the R1 Country Estate Residential District of the City (***"R1 District"***), commonly known as 1301 Clavey Road and 1377 Deer Creek Parkway, and legally described in **Exhibit A** attached to and, by this reference, made a part of this Ordinance (***"Property"***); and

WHEREAS, the Property is improved with a 29,702 square foot synagogue building and off-street parking facility; and

WHEREAS, on September 14, 2009, the City Council adopted Ordinance No. 54-09 ("***Special Use Ordinance***"), granting, among other things, a special use permit in the nature of a conditional use to allow the use of the Property for a house of worship (***"Special Use Permit"***); and

WHEREAS, pursuant to Section Four of the Special Use Ordinance, the Property must be developed, used, operated, and maintained in accordance with the plans described in that section (***"Final Development Plan"***); and

WHEREAS, the Applicant desires to relocate the existing vehicle access to the Property, from Clavey Road to Deer Creek Parkway (***"Proposed Relocation"***); and

WHEREAS, in order to permit the Proposed Relocation, the Applicant has filed an application with the City for an amendment to the Special Use Permit to allow the Proposed Amendment ("***Requested SUP Amendment***"); and

WHEREAS, a public hearing of the Plan and Design Commission of the City of Highland Park ("***PDC***") to consider the Requested SUP Amendment was duly advertised in the Lake County News-Sun on July 6, 2026, and held on July 21, 2026; and

WHEREAS, the City Council has determined that the Requested SUP Amendment complies with the required standards for special use permits and planned developments as set forth in Article XIV of the Zoning Code; and

WHEREAS, the City Council has determined that it will serve and be in the best interests of the City and its residents to approve the Requested SUP Amendment for the Property, in accordance with, and subject to, the conditions, restrictions, and provisions of this Ordinance;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF HIGHLAND PARK, LAKE COUNTY, ILLINOIS, as follows:

SECTION ONE: RECITALS. The foregoing recitals are incorporated into, and made a part of, this Ordinance as the findings of the City Council.

SECTION TWO: APPROVAL OF THE AMENDED SPECIAL USE PERMIT. Subject to, and contingent upon, the conditions, restrictions, and provisions set forth in Section Three of this Ordinance, the City Council hereby approves an amendment to the Special Use Permit for the Property to allow the Proposed Relocation, in accordance with, and pursuant to, Article XIV of the Zoning Code and the home rule powers of the City.

SECTION THREE: CONDITIONS. Notwithstanding any use or development right that may be applicable or available pursuant to the provisions of the City Code or the Zoning Code or any other rights the Applicant may have, Sections Two, Three, and Four of this Ordinance are hereby expressly subject to and contingent upon the redevelopment, use, and maintenance of the Property in compliance with each and all of the following conditions:

A. Compliance with Regulations. The redevelopment, use, operation, and maintenance of the Property must comply with all applicable City codes and ordinances, as the same have been or may be amended from time to time, except to the extent specifically provided otherwise in this Ordinance, the Special Use Ordinance, as amended, or the Development Agreement.

B. Compliance with Plans. Except for changes required to comply with applicable fire, life, and safety codes, or minor changes and site work approved by the Director of Community Development or the City Engineer (for matters within their respective permitting authorities) in accordance with all applicable City standards, the development, use, operation, and maintenance of the Proposed Relocation and the Property must comply with that certain Site Plan consisting of three sheets, with a latest revision date of June 19, 2025, a copy of which is attached to and, by this reference, made a part of this Ordinance as **Exhibit B**.

SECTION FOUR: RECORDATION; BINDING EFFECT. A copy of this Ordinance will be recorded in the Office of the Lake County Recorder of Deeds. This Ordinance and the privileges, obligations, and provisions contained herein will run with the Property and will inure to the benefit of, and be binding upon, the Applicant, and its respective personal representatives, successors, and assigns.

SECTION FIVE: FAILURE TO COMPLY WITH CONDITIONS. Upon the failure or refusal of the Applicant to comply with any or all of the conditions, restrictions, or provisions of this Ordinance, in addition to all other remedies available to the City, the approvals in this Ordinance ("***Approvals***") will, at the sole discretion of the City Council, by ordinance duly adopted, be revoked and become null and void; provided, however, that the City Council may not so revoke the Approvals unless it first provides the then-owner of the Property with two months advance written notice of the reasons for revocation and an opportunity to be heard at a regular meeting of the City Council. In the event of revocation, the development and use of the Property will be governed solely by the regulations of the R1 District and the applicable provisions of the Zoning Code, as the same may be amended from time to time. Further, in the event of such revocation, the City Manager and Corporation Counsel are hereby authorized and directed to bring such zoning enforcement action as may be appropriate under the circumstances.

SECTION SIX: AMENDMENTS. Any amendment to any provision of this Ordinance may be granted only pursuant to the procedures, and subject to the standards and limitations, provided in the Zoning Code for the granting of special use permits.

SECTION TEN: EFFECTIVE DATE. This Ordinance will be effective only upon the occurrence of all of the following events:

A. Passage by the City Council in the manner required by law;

B. Publication in pamphlet form in the manner required by law;

C. Recordation of this Ordinance, together with such exhibits as the City Clerk deems appropriate for recordation, with the office of the Recorder of Lake County; and

[SIGNATURE PAGE FOLLOWS]

S:

NAYS:

ABSENT:

PASSED:

APPROVED:

ORDINANCE NO.

_____
Nancy R. Rotering, Mayor

ATTEST:

_____
Ghida S. Neukirch, City Clerk

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

EXHIBIT B

SITE PLAN

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

The subject property, commonly known as 1301 Clavey Rd. and 1377 Deer Creek Parkway, Highland Park, IL 60035, is legally described as:

1301 Clavey Rd.:
The west half of the South Half of the East Half of the Southeast Quarter of the Northeast Quarter of Section 35, Township 43 North, Range 12, East of the Third Principal Meridian, in Lake County, Illinois.

PINs: 1635100012 and 1635100010

1377 Deer Creek Parkway:
Subject property consists of that part of the North East quarter of the North West quarter of Section 35, Township 43, Range 12, East of the 3rd P.M., in Lake County, Illinois described as follows, to wit: Beginning at the North East corner of the West half of the East half of the South East quarter of the North West quarter of said Section 35; thence North Westerly to the North West corner of the North East quarter of the North West quarter of Section 35: thence South along the West line of the said quarter quarter Section , 1,320.97 feet, more or less to the South West corner thereof; thence East along the South line of the North East quarter of the North West quarter of said section 35, 990.945 feet, more or less, to the place of beginning.

The West half of the North half of the East half of the South East quarter of the North West quarter of Section 35, Township 43 North, Range 12, East of the 3rd P.M., in Lake County, Illinois.

The West half of the South East quarter of the north West quarter of Section 35, Township 43 North, Range 12, East of the 3rd P.M., in Lake County, Illinois.

The East 516.5 feet of the West 805 feet of the North West quarter of the North West quarter of section 35, Township 43 North, Range 12, East of the 3rd P.M., in Lake County, Illinois.

The North West quarter of the North West quarter (except the West 805 feet thereof) of Section 35, Township 43 North, Range 12, East of the 3rd P.M., in Lake County, Illinois.

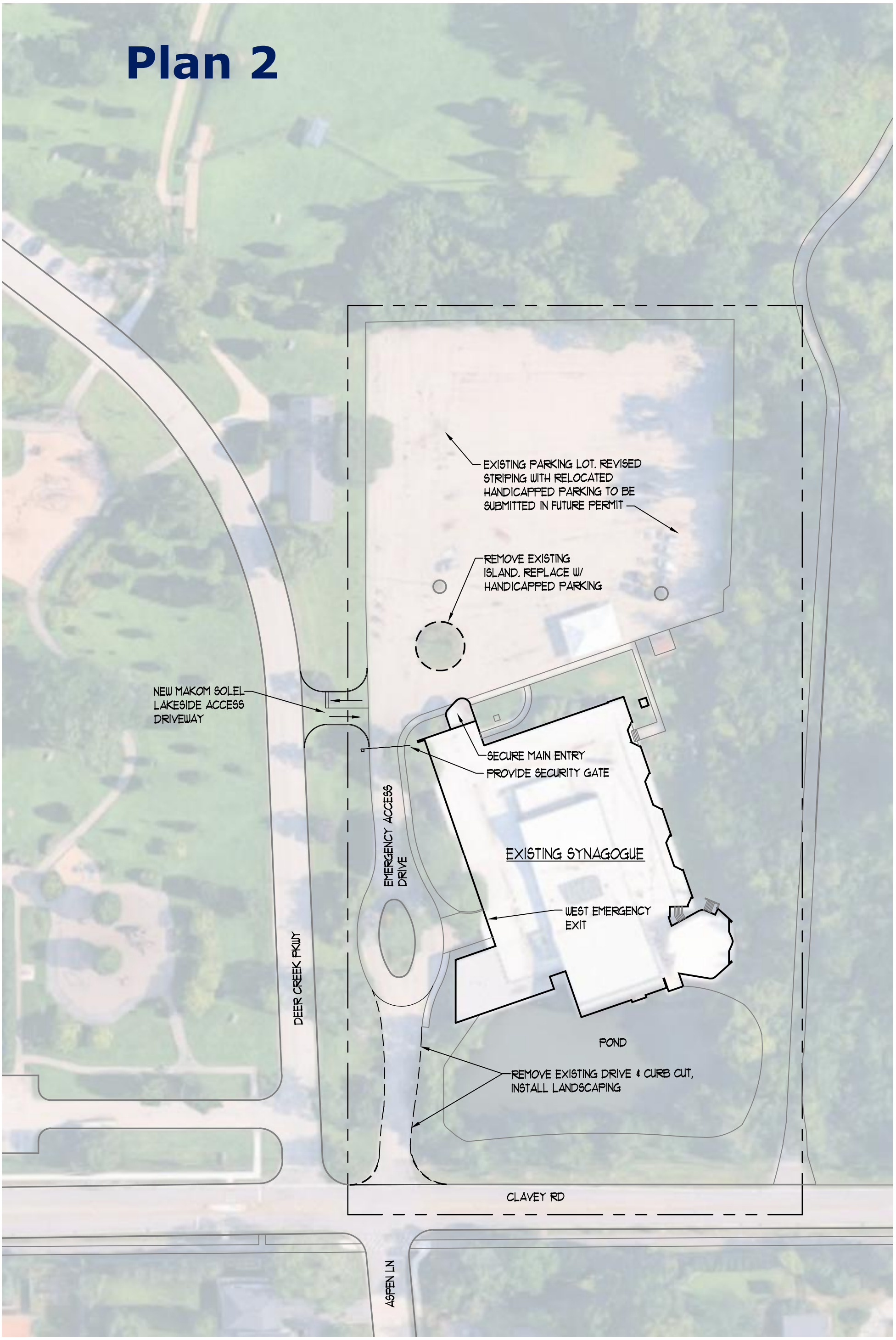
The West half of the North half of the East half of the South East quarter of the North West quarter of Section 35, Township 43 North, Range 12, East of the 3rd P.M., in Lake County, Illinois.

PIN: 1635100005

EXHIBIT B

SITE PLAN

Plan 2



MAKOM SOLEL LAKESIDE
WEST EMERGENCY ACCESS WITH TURNAROUND

1301 Clavey Rd, Highland Park, IL 60035

SITE_PLAN
1/64"=1'-0"
07.13.26

Partners in Design ARCHITECTS
262.652.2800
Kenosha, WI
847.940.0300

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SUPPLEMENT TO SPECIAL USE PERMIT APPLICATION RE:
MAKOM SOLEL LAKESIDE, 1301 CLAVEY ROAD, HIGHLAND PARK, IL 60035

- If the SUP is approved, due to the urgent security driven basis of the proposal, it is Makom Solel Lakeside's plan to complete the project in phases. The first phase of the work will be focused on the installation of the new driveway from Deer Creek Parkway to the existing Makom Solel Lakeside Parking lot. Access will require an easement agreement to be finalized with the Park District of Highland Park, which supports the SUP, in conjunction with approval of the SUP by the City of Highland Park. *See* March 27, 2026 LOI.

- Total Paving and Brick Services has been selected as the contractor to perform this work and a separate permit will be applied for concerning the driveway portion of the project. Included within this scope of work will be the removal of the existing "island" directly North of the current primary entrance to the synagogue from the parking lot. Removal of this "island" will provide for the inclusion of additional handicap parking spaces closer to the door and will not disrupt drainage in the parking lot, which was completely replaced, inclusive of improved drainage in this location, per City permit during the Summer of 2025. In addition to increasing the number of parking spaces, removal of the "island" will allow for an improved traffic flow and parking striping pattern consistent with the new driveway entrance/exit. *See* Existing and Proposed Site Plan Drawings; Google Earth Map Image of current condition with yellow line roughly indicating area of new driveway.

- Phase 1 will additionally include closure of the existing Clavey Road access and driveway to the synagogue facility. Total Paving and Brick Services has been selected as the contractor to perform this work and a separate permit will be applied for concerning the Clavey Road closure portion of the project. Of urgent security and public safety concern will be to ensure that no vehicles perceive that access is available from the current Clavey Road location. This is likely to be accomplished with a combination of removal of the existing asphalt paving, installation of landscaping (*e.g.*, mature trees, grass, other plantings, and potentially the use of large landscape boulders). Alternatively, a short-term solution may be to install bollards or fencing until Phase 2 of the project begins. Phase 2 of the project, which is not likely to commence until the Summer of 2027 and will include professional landscaping T.B.D. with the addition of more trees and other plantings, will be focused on the beautification of the new green space

created after the Clavey Road access is closed and existing driveway is removed. *See* Existing and Proposed Site Plan Drawings; Google Earth Map Image of current condition with yellow line roughly indicating area of new driveway.

- As part of its enhanced security protection planning, Makom Solel Lakeside is considering fencing along portions of its Southern (Clavey Road) and Western (Deer Creek Parkway) borders. Makom Solel Lakeside has no current intention to seek a variance from the existing City fencing regulations and will apply for a permit should it proceed with any fencing as part of either its Phase 1 or Phase 2 plans.

- Please note that the Existing and Proposed Site Plan Drawings label a small area as "Temp Parking & Drop Off Zone" near the Northwest corner of the facility. This is NOT a pedestrian drop-off area. This small area is exclusively to be reserved for funeral vehicles that currently have close access to the Western entrance of the synagogue for the ingress/egress of caskets for memorial services. The plan is for the funeral vehicles to back into this small area out of the main traffic flow and then wheel the caskets a short distance along the existing sidewalk path to the Western entrance of the synagogue. Use of this loading/unloading area will be extremely limited. There are only few occasions annually when a congregant wishes to have a memorial service with a casket present at the synagogue.

URGENT NEED FOR THE SUP APPLICATION TO BE APPROVED

In response to the ever-increasing security challenges synagogues are facing today, Makom Solel Lakeside has thoughtfully enlisted the support of a team of professionals to assist it with its current and future security risks assessment and protection. Sadly, Makom Solel Lakeside can no longer conduct its operations without armed security personnel at its facility and the March 12, 2026 attack at Tempel Israel in Bloomfield, Michigan has further accelerated the need to eliminate the use of vehicular-based weapons against the Makom Solel Lakeside facility. Consultations have included the Highland Park Police Department, the Jewish United Fund, architects Eckenhoff Saunders, and private security services and vendor partners. The collaborative conclusion and strong recommendation of these resources is that the current access to Makom Solel Lakeside's sacred facility from Clavey Road must be closed and relocated off of Deer Creek Parkway, approximately 346 feet north along the Park District of Highland Park's adjacent roadway to Larry Fink Park and the surrounding area.

SUPPORT FOR THE SUP APPLICATION/RECOMMENDED SOLUTION TO SERIOUS SECURITY PROBLEM:

Provided for your consideration are Existing and Proposed Site documents prepared by Eckenhoff Saunders Architects concerning the recommended proposed solution and a November 19, 2025 report from the Jewish United Fund (JUF)'s Deputy Security Director Brian Baker, which will require a small easement from the Park District of Highland Park across the Makom Solel Lakeside/Park District of Highland Park properties' adjacent median area and access rights use of approximately 346 feet of Deer Creek Parkway.

In addition to the significant security benefits, which will eliminate the threat of the use of a vehicular-based weapons attack at the facility's most vulnerable Western side, the proposed driveway relocation will result in the creation of beautiful new green space to further create a security buffer, which Makom Solel Lakeside intends to professionally landscape and will certainly compliment the adjacent Park District property. To further enhance the security plan, Makom Solel Lakeside's signage will be relocated to the new entrance point along Deer Creek Parkway.

There is historic precedent for this request without any prior incident. Approximately 15 years ago, the Park District of Highland Park granted legacy Congregation Solel temporary entrance rights in this exact same location during the construction of the Administrative Wing Addition. During this period, no traffic incidents occurred. Both the Highland Park Police and Fire Departments noted their desire for the then temporary synagogue entrance to become a permanent solution to the traffic safety hazard of the two adjacent driveways directly across from Aspen Lane. This request/recommended proposed solution today, albeit primarily motivated by Makom Solel Lakeside's serious security risk challenges, will additionally benefit the community at large by reducing the traffic safety hazards for all Clavey Road, Aspen Lane and Deer Creek Parkway drivers and pedestrians.

NO VIABLE ALTERNATIVES TO SUP APPLICATION EXIST:

As part of Makom Solel Lakeside's analysis of its current and future security risks assessment and protection, the synagogue has considered alternatives to the request presented to the Park District of Highland Park and the City of Highland Park. As part of its discussions with the Park District of Highland Park, an alternate proposed site plan that would maintain the existing Clavey Road synagogue entrance, was thoughtfully considered and rejected. This alternative plan would be to shift vehicular traffic as far to the West as possible away from the synagogue structure. In order to accomplish this alternative objective, a healthy, beautiful decades-old tree will be lost, a new parallel driveway even closer to Deer Creek Parkway will be created, and a security fencing zone in between the new driveway and the structure's Western side would be required.

Analysis revealed that this alternative does not reveal a satisfactory resolution of Makom Solel Lakeside's security challenge and will likely create new challenges for the community at large because the vehicular traffic along the synagogue's highly vulnerable Western side will still remain too close to vehicular traffic and could exacerbate vehicular traffic confusion as the two adjacent driveways are brought closer together.

NO ADVERSE IMPACT TO PARK DISTRICT OF HIGHLAND PARK OR TO CITY OF HIGHLAND PARK PROPERTY:

Relocating Makom Solel Lakeside's entrance off of Deer Creek Parkway will not have a materially adverse impact on Park District of Highland Park or City of Highland Park constituents. Typical vehicular access to the Makom Solel Lakeside parking lot located at the North side of its facility is limited to:

- Monday through Friday Makom Solel Lakeside on-site staff, including Clergy, Office Staff, and custodial: 10 to 13 cars

- Makom Solel Lakeside Lev Religious School (select Sunday mornings only – September through early May) -- Drop-off time = 9:45 a.m. & Pick-up time = Noon *See* 2025-2026 Calendar [2026-2027 Calendar is not yet available but is not expected to materially change]: approximately 135 cars

- Friday Evening Shabbat Worship Services (typically 6:30 – 8:00 p.m.): approximately 40 cars

- High Holiday Services: *See* 2025 Schedule (the 2026 schedule is not yet available but the # of services and times are not expected to change) for the various services: 250 to 450 cars depending on the service and not necessarily all at one time due to the multiple services (*e.g.*, Yom Kippur Tot Service vs. Morning Service vs. Family Service, etc.). NOTE: Highland Park Schools and regularly scheduled PDHP activities are closed on Rosh Hashanah and Yom Kippur. The PDHP and the synagogue have collaboratively coexisted during the High Holidays for multiple decades without material adverse impacts to the PDHP property. The request will not materially alter decades of successful experience during the High Holidays.

- Bar/Bat Mitzvah ("Be Mitzvah") Celebrations: Select Saturday mornings throughout September through May. -- Morning celebrations begin at 10:30 a.m. and end at Noon and afternoon celebrations begin at 4:00 p.m. and end at 5:30 p.m. Average is 40 annually: Depending on the guest list: 50 to 100 cars.

- Highland Park Montessori School: *See* 2026-2027 Schedule. Drop-off & Pick-Up times vary throughout the day with the busiest times between 8-9 a.m., 12:30 p.m., and 2:30 p.m.: On average, approximately 100 cars Monday through Friday on the dates per the schedule, but staggered throughout the day due to the varied drop-off/pick-up times.

Please direct any follow-up questions to:

Larry Mason (312-519-5442); lmason@goldbergsegalla.com

Member of Makom Solel Lakeside Safety and Facilities Committee

Past President

- or -

Holly Krakow (847-433-3557); hkrakow@mymakom.org

Executive Director

Makom Solel Lakeside

57422095.v1

Jewish United Fund
CHICAGO
Jewish Federation

November 19, 2025

Makom Solel Lakeside
Holly Krakow, Executive Director
1301 Clavey Road
Highland Park, IL 60035

Dear Holly,

The purpose of this communication is to highlight the positive impact your proposed driveway relocation project will have on the security posture of Makom Solel Lakeside. To summarize, the driveway relocation project consists of closing the congregations drive connected to Clavey Road and relocating it off Deer Creek Parkway, approximately 346 feet north of Clavey Road.

We confirm that implementing the above would positively impact your security in the following ways:

Vehicular Impact
Over 200 feet of the current drive is within 10-15 feet of the west side of the building. The entire length of this is unprotected between the drive and the building. Along this section are the glass window fronts of numerous childhood classrooms as well as a large double door glass entryway. There is significant vulnerability to intentional and accidental vehicular impact that could result in major property damage and personal injury. Relocating the drive completely would remove this vulnerability by allowing room for the addition of natural landscaping barriers between the new drive and the building frontage.

Operational Visibility Risk
Vehicular traffic entering and leaving the congregation property on the drive creates a reduced ability to observe and assess potential threats. The ability to detect an individual along the building frontage, away from the main entrance, is critical to initiate the process or determining if there is a developing threat and initiating actions to mitigate it. The relocation of the drive completely removes this vulnerability.

Controlled Access Point
The designed and security supported main access point for the congregation building is on the north side. Vehicle and pedestrian traffic along the west building frontage create a vulnerability. Along the drive is the old main door that is no longer in use (single access points provide much greater security). Unfamiliar visitors and errant intrusions often mistake this as the main door and attempt access. Relocation of the drive brings traffic directly to the designed and controlled access point and completely removes this vulnerability.

Ben Gurion Way
30 S. Wells Street
Chicago, Illinois 60606
312-346-6700
juf.org

Jewish United Fund
CHICAGO
Jewish Federation

Errant Vehicle Intrusion
Frequently, individuals operating vehicles turn onto the private congregation drive thinking they are turning onto the drive leading into the Park District property. These vehicles must then, after they realize their error, negotiate a U-turn or proceed all the way to the rear parking lot to turn around and then travel down the same drive again to exit. Often these vehicles are commercial in size. This increase in traffic by drivers that are already confused and distracted increases the risk of traffic related property damage and personal injuries. The relocation of the drive completely removes this vulnerability.

Target Identification Vulnerability
According to the FBI, 68% of all religiously motivated hate crimes target the Jewish community. According to the Illinois Department of Transportation, 3500 vehicles pass the congregation on Clavey every single day. Currently the congregation has a public sign on Clavey road indicating its name and identifying its location for visitors. There are a significant number of real examples of crimes of opportunity against Jewish locations commencing with the offender driving by and observing a location in which they have a perceived grievance. With the relocation of the drive, and the sign along with it, the risk associated with this vulnerability will be significantly reduced.

Complex Intersection
The intersection of the congregation drive, Deer Creek Parkway and Aspen Lane with Clavey Road all within 115 feet creates multiple conflict points significantly increasing the likelihood of traffic crashes and subsequent property damage and personal injuries. This occurs daily on a daily basis. During times of large events at the congregation, this risk is further elevated. The relocation of the drive would reduce the risk related to this vulnerability.

We do not assess any negative security or safety impacts created by the relocation of the driveway.

Sincerely,

Brian Baker
Deputy Security Director
(312) 833-3633
brianbaker@juf.org

Ben Gurion Way
30 S. Wells Street
Chicago, Illinois 60606
312-346-6700
juf.org



EXPERIENCE THE 2025/5786

High Holy Days

with Makom Solel Lakeside

IN-PERSON, IN OUR SANCTUARY & AT-HOME SERVICES WITH MEANING AND MELODY!

SELICHOT SERVICE
SATURDAY, SEPTEMBER 13

6:30pm Dinner
7:30pm Concert followed by a Selichot Service

EREV ROSH HASHANAH
MONDAY, SEPTEMBER 22

7:30pm Service

ROSH HASHANAH DAY I
TUESDAY, SEPTEMBER 23

9:30am Tot Service
10:30am Morning Service*
2:00pm Family Service
3:00pm Eco-Friendly Tashlich

Please join the Board of Directors for a reception following morning services, and before family services.

ROSH HASHANAH DAY II
WEDNESDAY, SEPTEMBER 24

10:30am Morning Service

EREV YOM KIPPUR
WEDNESDAY, OCTOBER 1

7:30pm Kol Nidre Service

YOM KIPPUR
THURSDAY, OCTOBER 2

9:30am Tot Service
10:30am Morning Service*
1:00pm Study Session
2:00pm Family Service
3:00pm Mincha (Afternoon Service)
4:00pm Yizkor Service
5:00pm Ne'ilah Concluding Service

****Child care will be available during Rosh Hashanah and Yom Kippur morning services only. If you're interested in registering any children for the High Holy Day child care, please contact the office.***

MAKOM SOLEL LAKESIDE

Makom Solel Lakeside
1301 Clavey Road | Highland Park, IL 60035
(847) 433 - 3555 | www.mymakom.org

MAKOM
SOLEL LAKESIDE

2025 - 2026 LEV LEARNING CALENDAR

Pre-Kindergarten - 6th Grade

SUNDAYS | 9:45am - 12:00pm

SEPTEMBER	9/7/25 | 9/14/25
OCTOBER	10/5/25 | 10/12/25 (Sukkot) | 10/19/25 | 10/26/25
NOVEMBER	11/2/25 | 11/9/25 | 11/16/25
DECEMBER	12/7/25 | 12/14/25
JANUARY	1/11/26 | 1/18/26 | 1/25/26
FEBRUARY	2/1/26 | 2/8/26 (Ice Cream for Breakfast) | 2/22/26
MARCH	3/1/26 (Purim Carnival) | 3/8/26 | 3/15/26
APRIL	4/12/26 | 4/19/26 | 4/26/26
MAY	5/3/26

Havdalah

All classes will begin in the Sanctuary at 9:45am for Havdalah and a brief assembly.
Parents are welcome to attend Havdalah.

Makom Solel Lakeside
1301 Clavey Road, Highland Park, IL 60035
(847) 433 - 3555 | www.mymakom.org

Highland Park Montessori

HPM School Calendar 2026-2027 STAFF

Items in red are for STAFF ONLY

AUGUST 2026

M-F	17-21	Setup Week
Wednesday	19	9:00a - 1:00p CPR/First Aid Training
Thursday	20	9:00a - 11:00a ROOM 114 ONLY - Open House
Friday	21	9:00a - 11:00a Open House 9:00a - 10:00a New students 10:15a - 11:15a Returning Students
Monday	24	First Day of School - Toddler and Primary Programs

SEPTEMBER 2026

Tu/W	1/2	First Day for Nido Programs
Monday	7	NO SCHOOL - Labor Day
Friday	11	9:00a - 10:00a - First Parent-Staff Organization Meeting! EARLY RELEASE @ 3:30pm
Thursday	17	7:30 AM - 8:30 AM Lead Teacher Meeting
Saturday	26	9:30a - 11:00a Park Playdate at Sunset Park
Monday	21	NO SCHOOL - Yom Kippur
Thursday	24	6:00 - 7:00p Curriculum Night: Toddler & Nido Programs Only

OCTOBER 2026

M-F	5-9	School Portrait Days (class schedule TBA)
Monday	12	NO SCHOOL - Indigenous Peoples' Day
Thursday	15	6:00 - 7:00 Curriculum Night for Parents: 3-6 and Kindergarten Programs Only Pizza & Pajama Party for the kids while the parents attend the presentation!
Friday	23	NO SCHOOL - Parent-Teacher Conferences
Friday	23	Staff Social Event @ Renu Day Spa 3:30p - 5:30p (Optional)

NOVEMBER 2026

Wednesday	11	NO SCHOOL - Veterans Day Observed / Staff Inservice
Thursday	12	5:00 PM -6:00 PM Parent-Child Night! Due to space limitations, only one parent should attend with each child.
W/Th/F	25-27	NO SCHOOL - Thanksgiving Holiday

DECEMBER 2026

Friday	4	Staff Social Event - Holiday Party (Optional) (Details TBA)
Thursday	9	Holiday Show (3-6 Classes Only) @ 5:15pm
Friday	18	NO SCHOOL - Winter Break Begins 12/18/26 - 1/3/27 (school resumes January 4, 2027)

1 **Snow Policy - If the Highland Park Schools close for snow related reasons, we will also close.**

The first day of Summer Camp 2026 will be Monday, June 14th.

Highland Park Montessori

HPM School Calendar 2026-2027 STAFF

Items in red are for STAFF ONLY

JANUARY 2027

Monday	4	School Resumes
Monday	18	NO SCHOOL - MLK Jr. Day
Thursday	21	7:30 AM - 8:30 AM Lead Teacher Meeting

FEBRUARY 2027

Monday	15	NO SCHOOL - Presidents Day

MARCH 2027

Monday	1	Late Start at 8:30am - Staff Inservice
		Staff In-Service 7:30a - 8:30a AIMS Conference Review
M-F	23-27	NO SCHOOL - Spring Break
Monday	29	NO SCHOOL - Spring Break (Easter Monday)
Tuesday	30	School Resumes

APRIL 2027

Friday	9	NO SCHOOL - Parent-Teacher Conferences
Friday	9	Staff Social Event @ Renu Day Spa 3:30p - 5:30p (Optional)
Saturday	17	HPM Fundraiser (tentative)

MAY 2027

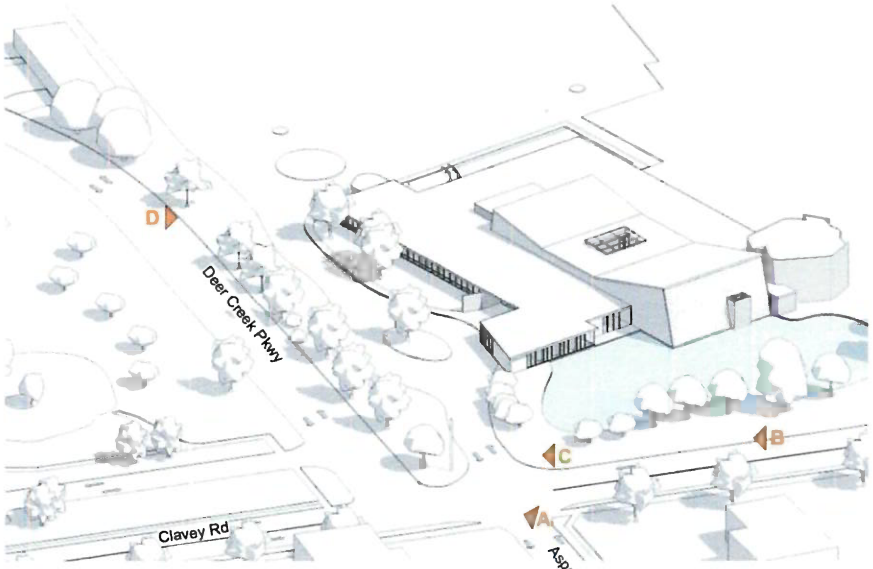
Thursday	27	5:30 PM Kindergarten Graduation
Monday	31	NO SCHOOL - Memorial Day

JUNE 2027

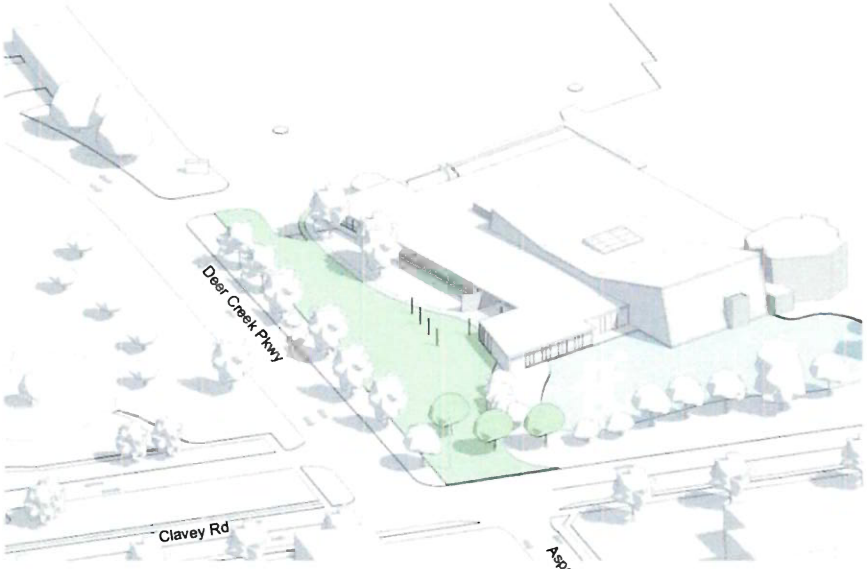
Wednesday	2	Last Day of School
		EARLY RELEASE 11:30 AM
		Family Picnic 11:30 AM - 12:30 PM
		Staff Luncheon 12:30 PM - 1:15 PM
W/Th/F	2-4	NO SCHOOL - All Staff work
		W: 1:15 - 4:30pm TH: 8:30am - 4:30pm F: 8:30am - 4:30pm

2 **Snow Policy - If the Highland Park Schools close for snow related reasons, we will also close.**

The first day of Summer Camp 2026 will be Monday, June 14th.



1 Existing Site - Aerial



2 Proposed Site - Aerial



A View of existing entrance of Makom Solel Lakeside at the intersections of Clavey Road and Aspen Lane



B View of west bound entrance to Makom Solel Lakesideoff of Clavey Road



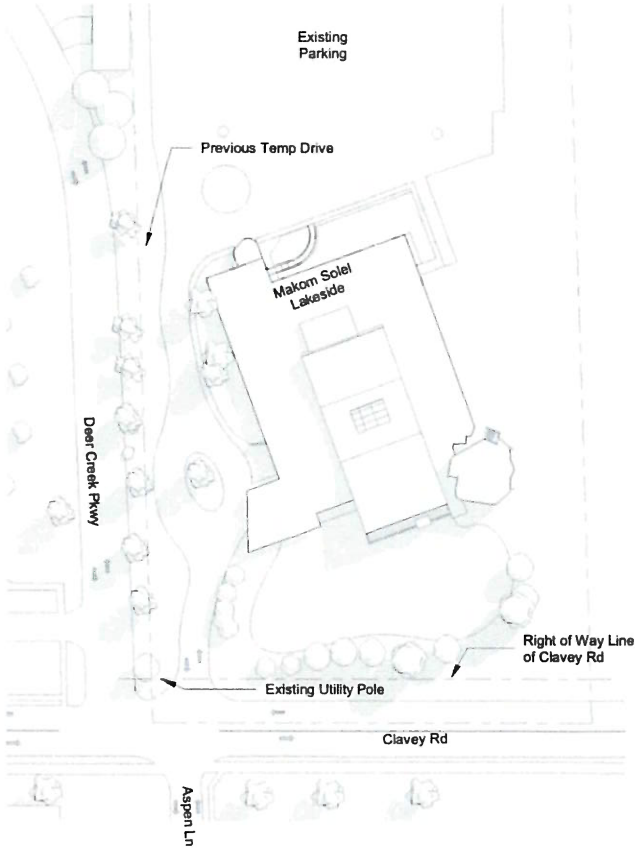
C West bound view of existing entrance of Makom Solel Lakeside at the intersections of Clavey Road and Aspen Lane



D View of previous temporary entrance and proposed new entrance to Makom Solel Lakeside off of Deer Creek Parkway

Existing and Proposed Site Axon | SD 1.0

Zoning: R1- Country Estate



1 Site Plan - Existing
1" = 80'-0"



2 Site Plan - Proposed
1" = 80'-0"

Existing and Proposed Site Plans | SD 1.1

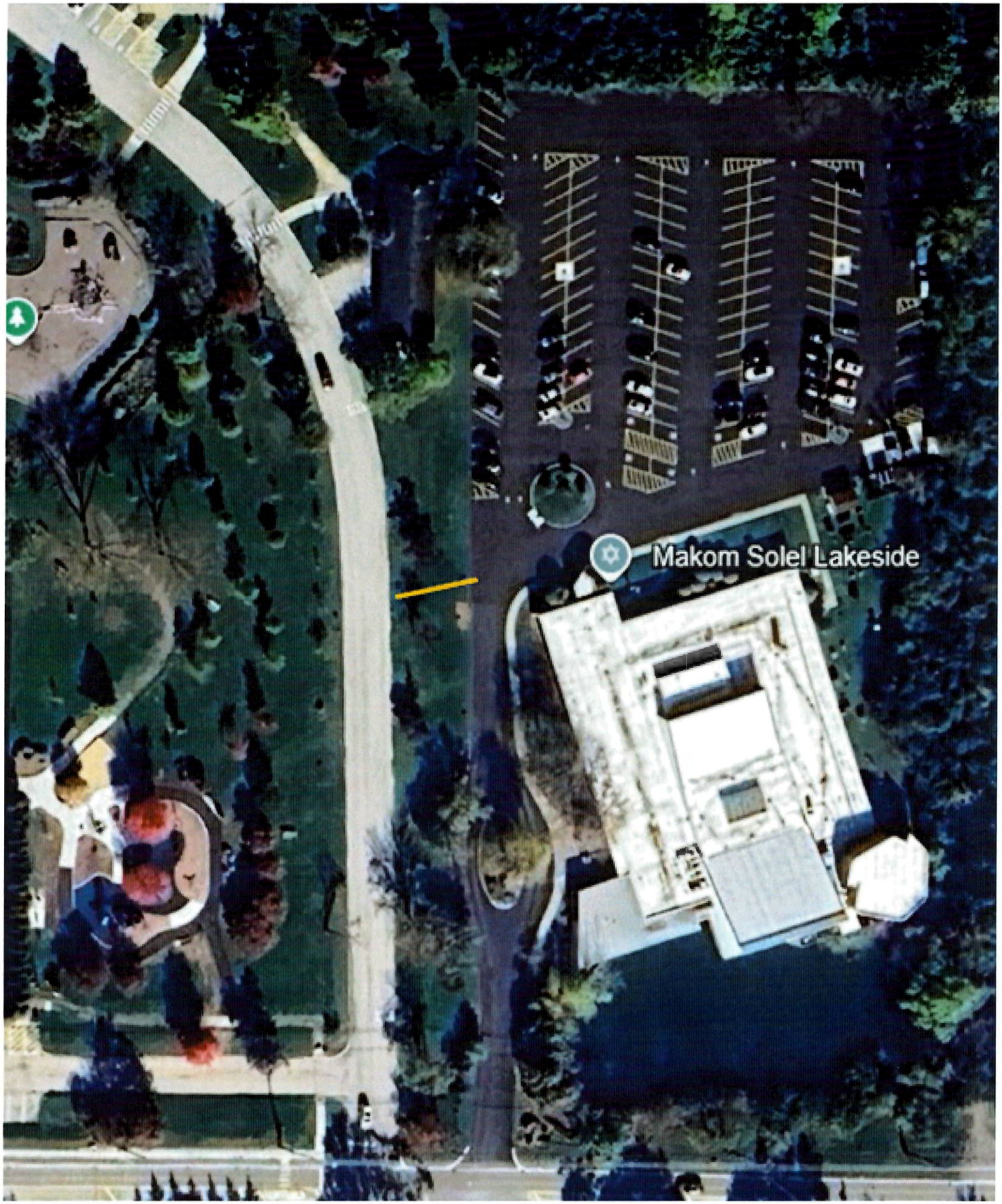
ECKENHOFF SAUNDERS

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MAKOM SOLEL LAKESIDE

Renovation

1301 Clavey Rd, Highland Park, IL 60035 Date: 06.19.2025


Makom Solel Lakeside

Image# 049733660027 Type: ORD
Recorded: 01/28/2013 at 12:45:28 PM
Receipt#: 2013-00006469
Page 1 of 27
Fees: $52.00
IL Rental Housing Fund: $0.00
Lake County IL Recorder
Mary Ellen Vanderventer Recorder
File6951675

CITY OF HIGHLAND PARK)
COUNTY OF LAKE) SS
STATE OF ILLINOIS)

I, SHIRLEY A. FITZGERALD, City Clerk of the City of Highland Park, in the County of Lake, State of Illinois, do hereby certify that I am keeper of the records, ordinances, files and seal of said City, and;

I HEREBY CERTIFY that the attached is a true and correct copy of Ordinance No. 54-09, entitled "AN ORDINANCE RESTATING AND GRANTING A SPECIAL USE PERMIT AND GRANTING A SPECIAL EXCEPTION FOR PARKING TO CONGREGATION SOLEL (1301 Clavey Road)," passed and approved by the City Council of said City at a regular meeting of the City Council held on September 14, 2009, and still in full force and effect, all as appears from the records and files of my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Corporate Seal of said City of Highland Park, this 26th day of April, 2011.

Shirley Fitzgerald
City Clerk

Return to:

Community Development – Planning
City of Highland Park
1150 Half Day Road
Highland Park, Illinois 60035

JR
27

ORDINANCE NO. 54-09

AN ORDINANCE RESTATING AND GRANTING A SPECIAL USE PERMIT AND GRANTING A SPECIAL EXCEPTION FOR PARKING TO CONGREGATION SOLEL
(1301 Clavey Road)

WHEREAS, Congregation Solel, an Illinois not-for-profit corporation ("**Applicant**"), is the record owner of property totaling approximately five acres, commonly known as 1301 Clavey Road, Highland Park, Illinois and legally described in Exhibit A, attached to and, by this reference, made a part of this Ordinance ("**Property**"); and

WHEREAS, the Property is located in the R1 Country Estate Single Family Residential Zoning District of the City ("**R1 District**"); and

WHEREAS, the Property is currently improved with a 29,702 square foot synagogue building ("**Building**") and 176 off-street parking spaces; and

WHEREAS, on December 11, 1961, the City Council adopted Ordinance No. 62-61, granting a special use permit to the Applicant for the operation of a synagogue on the Property ("**1961 Special Use Ordinance**"); and

WHEREAS, the "City of Highland Park Zoning Ordinance of 1997," as amended ("**Zoning Code**"), categorizes synagogues as "Houses of Worship"; and

WHEREAS, Article IV of the Zoning Code prohibits the use of property in the R1 District for a House of Worship except upon issuance of a special use permit for a conditional use by the City Council; and

WHEREAS, Article VIII of the Zoning Code sets forth certain requirements for the provision of off-street parking spaces throughout the City; and

WHEREAS,, the Applicant desires to (i) remodel 1,728 square feet within the existing Building, and (ii) construct a new 1,488-square-foot addition to the Building (collectively, the ("**Proposed Construction**"); and

WHEREAS,, pursuant to Article VIII of the Zoning Code, the Applicant must provide 274 off-street parking spaces on the Property in connection with the Building and the Proposed Construction; and

WHEREAS, pursuant to the applicable sections of the Zoning Code, the Applicant has submitted an application to the City seeking: (i) restated approval of a special use permit for a conditional use for the operation of a House of Worship, with an expanded building size of 31,190 square feet; and (ii) a special exception to reduce the number of off-street parking spaces required in connection with the Building and the Proposed Construction, from 274 spaces to 176 spaces (collectively, the ("**Requested Relief**"); and

WHEREAS, pursuant to Section 150.1607(A) of the Zoning Code, the City Zoning Administrator has determined that the application for the Requested Relief raises planning issues of particular significance and importance; and

WHEREAS, a public hearing by the Plan Commission to consider the Requested -2- Relief was duly advertised on June 18, 2009, in the **Highland Park News** and held on July 7, 2009 (Public Hearing Nos. 09-07-SUP-002 and 09-07-SPE-001); and

WHEREAS,, on July 21, 2009, the Plan Commission approved findings of fact in support of all of the Requested Relief, in accordance with Sections 150.1404 and 150.1606 of the Zoning Code; and

WHEREAS, the City Council has determined that the Requested Relief complies with the required standards for special use permits, conditional uses, and special exceptions for parking, as set forth in Sections 150.411, 150.1404, and 150.1606 of the Zoning Code; and

WHEREAS,, consistent with the Plan Commission recommendation, the City Council has determined that it will serve and be in the best interests of the City and its residents to grant the Requested Relief in accordance with, and subject to, the conditions, restrictions, and provisions of this Ordinance;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF HIGHLAND PARK, LAKE COUNTY, ILLINOIS, as follows:

SECTION ONE: RECITALS. The foregoing recitals are incorporated into, and made a part of, this Ordinance as the findings of the City Council.

SECTION TWO: RESTATED APPROVAL OF A SPECIAL USE PERMIT FOR A HOUSE OF WORSHIP. Subject to, and contingent upon, the conditions, restrictions, and provisions set forth in Section Four of this Ordinance, the City Council shall, and does hereby restate its approval of a special use permit for a conditional use to allow the operation of a House of Worship on the Property, in accordance with, and pursuant to, Section 150.411 and Article XIV of the Zoning Code and the home rule powers of the City.

SECTION THREE: APPROVAL OF SPECIAL EXCEPTION FOR PARKING. Subject to, and contingent upon, the conditions, restrictions, and provisions set forth in Section Four of this Ordinance, the City Council shall, and does hereby, grant a special exception to reduce the number of off-street parking spaces required on the Property in connection with the Building and the Proposed Construction, from 274 spaces to 176 spaces, in accordance with, and pursuant to, Section 150.1602 and Article XVI of the Zoning Code and the home rule powers of the City.

SECTION FOUR: CONDITIONS. Notwithstanding any use or development right that may be applicable or available pursuant to the provisions of the Zoning Code or any other rights the Applicant may have, the approvals granted in Sections Two and Three of this Ordinance shall be, and are hereby, expressly subject to and contingent upon compliance with each and all of the following conditions:

A. Compliance with Regulations. Except to the extent specifically provided otherwise in this Ordinance, the development, use, operation, and maintenance of the Property shall comply with all applicable City codes and ordinances, as the same may be amended from time to time.

B. Compliance with Plans. Except for minor changes and site work approved by the Director of Community Development or the City Engineer (for matters within their respective permitting authorities) in accordance with all applicable City standards,

the development, use, operation, and maintenance of the Property shall comply with the following documents:

1. The Site Plan, prepared by Eckenhoff Saunders Architects and consisting of 1 sheet, with a latest revision date of June 15, 2009, a copy of which is attached to and, by this reference, made a part of this Ordinance as **Exhibit B** (**"Site Plan"**);

2. The "Elevations-Phase One" Plan, prepared by Eckenhoff Saunders Architects and consisting of 1 sheet, with a latest revision date of August 3, 2009, a copy of which is attached to and, by this reference, made a part of this Ordinance as **Exhibit C** (**"Elevations Plan"**);

3. The "Floor Plan-Phase One", prepared by _ Eckenhoff Saunders Architects and consisting of 1 sheet, with a latest revision date of June 15, 2009, a copy of which is attached to and, by this reference, made a part of this Ordinance as **Exhibit D** (**"Floor Plan"**);

4. The Preliminary Grading Plan, prepared by 2im Group and Eckenhoff Saunders Architects, and consisting of 1 sheet, with a latest revision date of June 15, 2009, a copy of which is attached to and, by this reference, made a part of this Ordinance as **Exhibit E** (**"Grading Plan"**)

5 The Removal and Existing Utilities plan, prepared by 2im Group and Eckenhoff Saunders Architects, and consisting of 1 sheet, with a latest revision date of June 15, 2009, a copy of which is attached to and, by this reference, made a part of this Ordinance as **Exhibit F** (**"Utilities Plan"**);

6. The Preservation and Landscape Removal Plan, prepared by Daniel Weinbach & Partners, Ltd. and Eckenhoff Saunders Architects, and consisting of 1 sheet, with a latest revision date of June 15, 2009, a copy of which is attached to and, by this reference, made a part of this Ordinance as **Exhibit G** (**"Tree Preservation Plan "**); and

7. The Landscape Plan and Plant List by Daniel Weinbach & Partners, Ltd. and Eckenhoff Saunders Architects, and consisting of 2 sheets, with a latest revision date of June 15, 2009, a copy of which is attached to and, by this reference, made a part of this Ordinance as **Exhibit H** (**"Landscape Plan and Plant List"**).

C. Limitation on Use of Property. The Property shall be used by the Applicant only as a House of Worship, and for uses accessory thereto, which accessory uses may include, without limitation, (i) operation of a religious school, (ii) operation of a pre-school, (iii) the provision of meeting and social gathering facilities to members of the Applicant's congregation and their guests, and (iv) the hosting of events sponsored by the Applicant.

D. Parking Conditions.

1. The Applicant shall provide not less than 176 off-street parking spaces on the Property, as depicted on the Site Plan.

2. The Applicant shall take all reasonable and necessary steps to prohibit its members, congregants, employees, guests, and invitees from parking any motor vehicles on Clavey Road in the vicinity of the Property.

3. The Applicant shall not request any City approvals in connection with any future construction on the Property except upon submission of: (a) a parking study of the Property; and (b) all other documents and information required by law.

4. The City acknowledges that the fee to be charged to the Applicant in lieu of providing the required off-street parking will be $0.00, pursuant to Sections 150.807(B)(2) and 150.1608(B) of the Zoning Code.

E. Reimbursement of City Costs. In addition to any other costs, payments, fees, charges, contributions, or dedications required under applicable City codes, ordinances, resolutions, rules, or regulations, the Applicant shall pay to the City, promptly upon presentation of a written demand or demands therefor, all legal fees, costs, and expenses incurred or accrued in connection with the review, negotiation, preparation, consideration, and review of this Ordinance. Payment of all such fees, costs, and expenses for which demand has been made shall be made by a certified or cashier's check. Further, the Applicant shall be liable for, and shall pay upon demand, all costs incurred by the City for publications and recordings required in connection with the aforesaid matters

SECTION FIVE: REPEAL OF 1961 SPECIAL USE ORDINANCE. The 1961 Special Use Ordinance shall be, and is hereby, repealed in its entirety. SECTION SIX: RECORDATION; BINDING EFFECT. A copy of this Ordinance shall be recorded in the office of the Lake County Recorder of Deeds. This Ordinance and the privileges, obligations, and provisions contained herein shall inure solely to the benefit of, and be binding upon, the Applicant and its heirs, personal representatives, successors and assigns.

SECTION SEVEN: FAILURE TO COMPLY WITH CONDITIONS. Upon the failure or refusal of the Applicant to comply with any or all of the conditions, restrictions, or provisions of this Ordinance, the approvals granted in Sections Two and Three of this Ordinance shall, at the sole discretion of the City Council, by ordinance duly adopted, be revoked and become null and void; provided, however, that the City Council may not so revoke the approvals granted in Sections Two and Three of this Ordinance unless it shall first provide the Applicant with two months advance written notice of the reasons for revocation and an opportunity to be heard at a regular meeting of the City Council. In the event of revocation, the development and use of the Property shall be governed solely by the applicable regulations of the Zoning Code, as the same may, from time to time, be amended, and including, without limitation, the off-street parking requirements set forth in Article VIII of the Zoning Code. Further, in the event of such revocation, the City Manager and Corporation Counsel are hereby authorized and directed to bring such zoning enforcement action as may be appropriate under the circumstances.

SECTION EIGHT: AMENDMENTS. Any amendment to any provision of this Ordinance may be granted only pursuant to the procedures, and subject to the standards and limitations, provided in the Zoning Code for the granting of special use permits and special exceptions, as may be applicable.

SECTION NINE: PUBLICATION. The City Clerk shall be, and is hereby, directed to publish this Ordinance in pamphlet form pursuant to the Statutes of the State of Illinois.

SECTION TEN: EFFECTIVE DATE.

A. This Ordinance shall be effective only upon the occurrence of all of the following events:

1. Passage by the City Council in the manner required by law;

2. Publication in pamphlet form in the manner required by law;

3. The filing by the Applicant with the City Clerk of an Unconditional Agreement and Consent, in the form of Exhibit I attached to and, by this reference, made a part of this Ordinance, to accept and abide by each and all of the terms, conditions, and limitations set forth in this Ordinance and to indemnify the City for any claims that may arise in connection with the approval of this Ordinance; and

4 Recordation of this Ordinance, together with such exhibits as the City Clerk shall deem appropriate for recordation, with the office of the Recorder of Lake County.

B. In the event that the Applicant does not deliver fully executed copies of the Unconditional Agreement and Consent, as required by Section 10.A.3 of this Ordinance, within 30 days after the date of final passage of this Ordinance by the City Council, the City Council shall have the right, in its sole discretion, to declare this Ordinance null and void and of no force or effect.

AYES:	Mayor Belsky, Councilmen Rotering, Levenfeld, Kirsch, Mandel, and Councilwoman Olian
NAYS:	None
ABSENT:	Councilman Silberman
PASSED:	September 14, 2009
APPROVED:	September 14, 2009

PUBLISHED IN PAMPHLET FORM: September 15, 2009

ORDINANCE NO.: 54-09

Michael D. Belsky, Mayor

ATTEST:

Shirley A. Fitzgerald, City Clerk

EXHIBIT A

Legal Description of the Property

THE WEST HALF OF THE SOUTH HALF OF THE EAST HALF OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 35, TOWNSHIP 43 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN LAKE COUNTY, ILLINOIS.

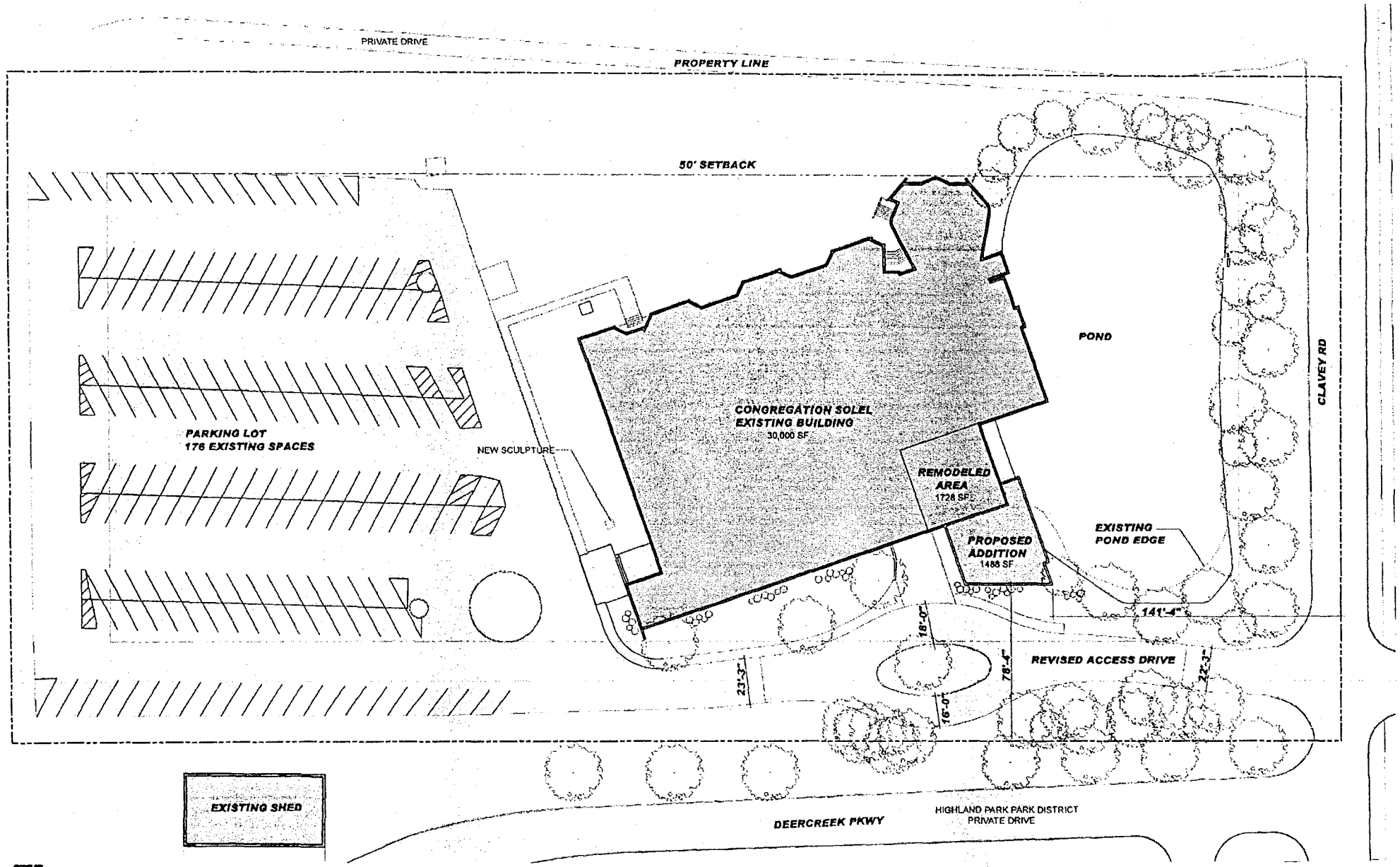
P.I.N.: 16-35-100-012

Commonly known as: 1301 Clavey Road, Highland Park, Illinois

EXHIBIT B

Site Plan





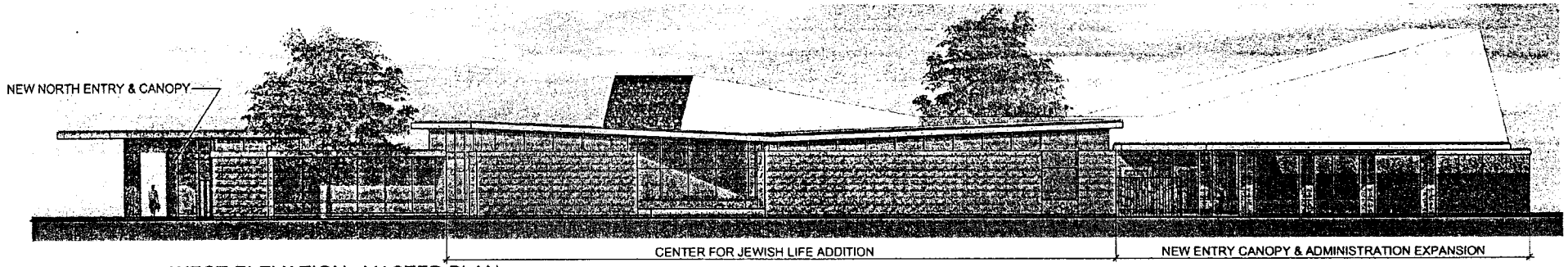
Solel

SITE PLAN

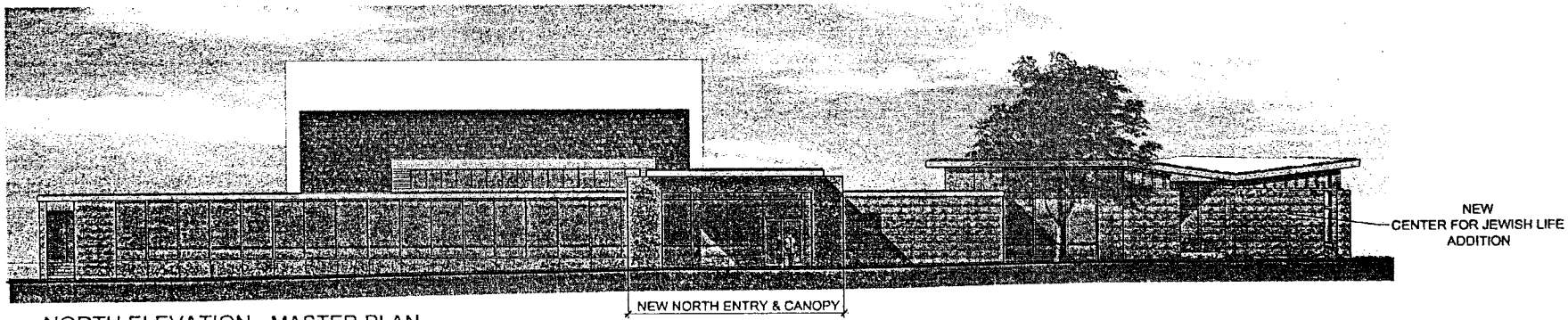
JUNE 15, 2009

EXHIBIT C

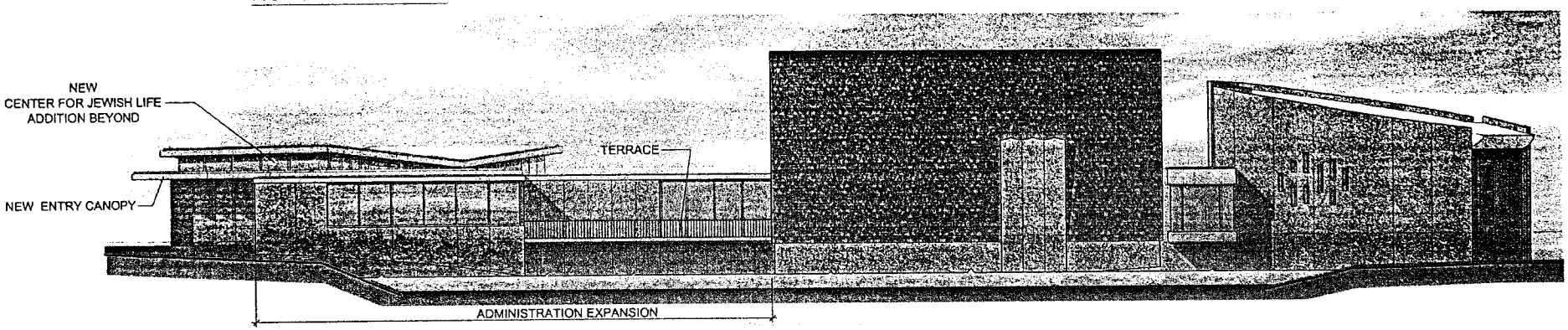
Elevation Plans



WEST ELEVATION - MASTER PLAN



NORTH ELEVATION - MASTER PLAN

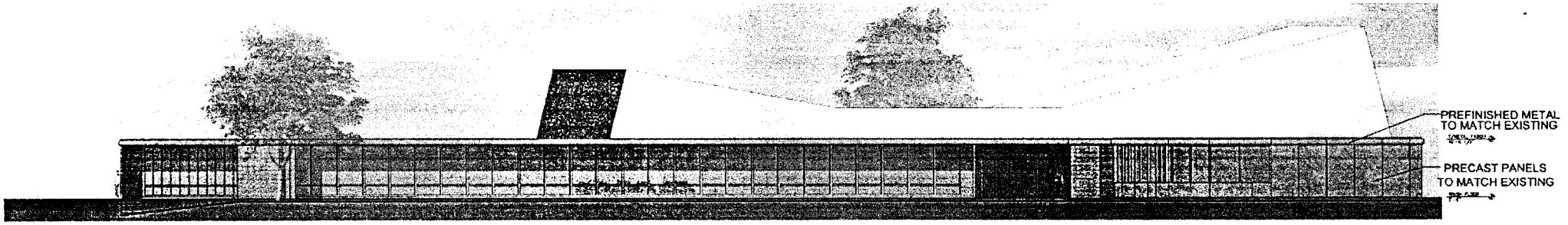


SOUTH ELEVATION - MASTER PLAN

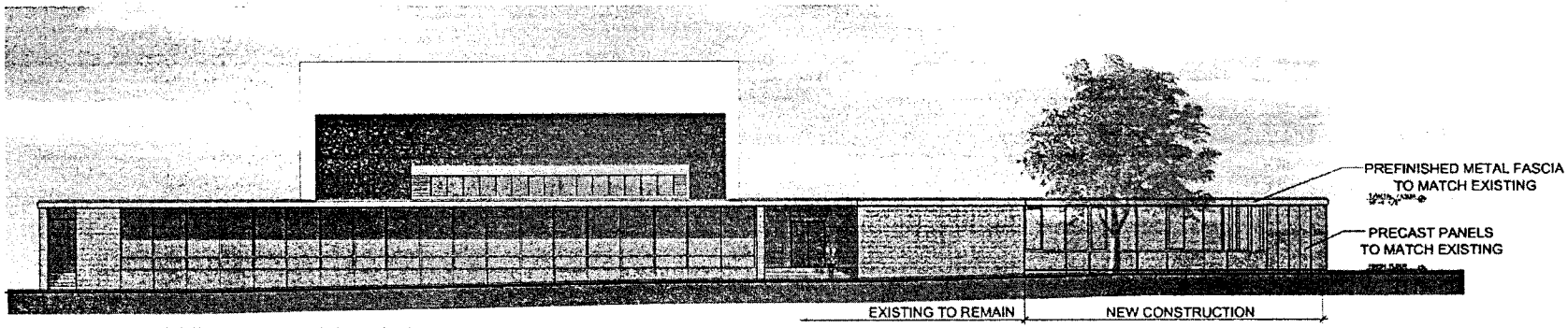
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ELEVATIONS- MASTER PLAN

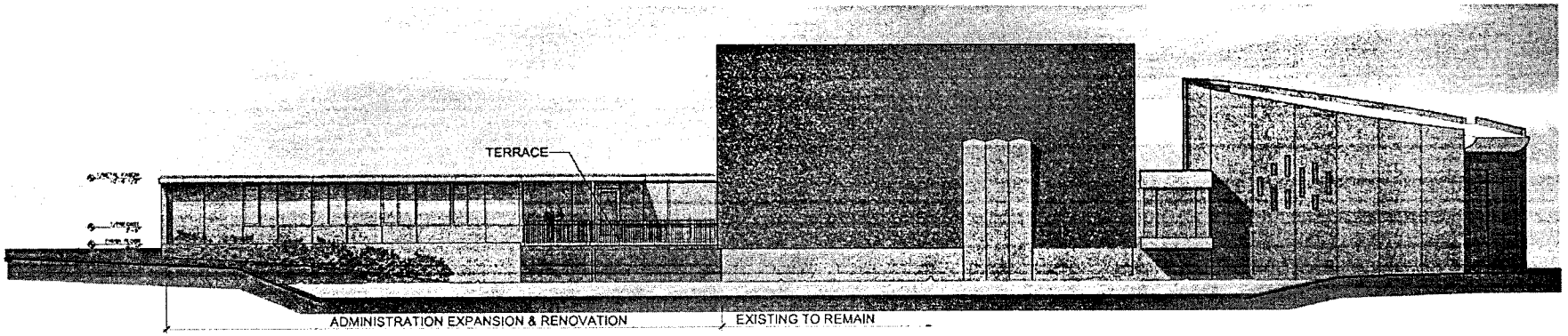
ES



WEST ELEVATION - PHASE ONE



NORTH ELEVATION - PHASE ONE



SOUTH ELEVATION - PHASE ONE

Solel

ELEVATIONS- PHASE ONE

AUGUST 3, 2009

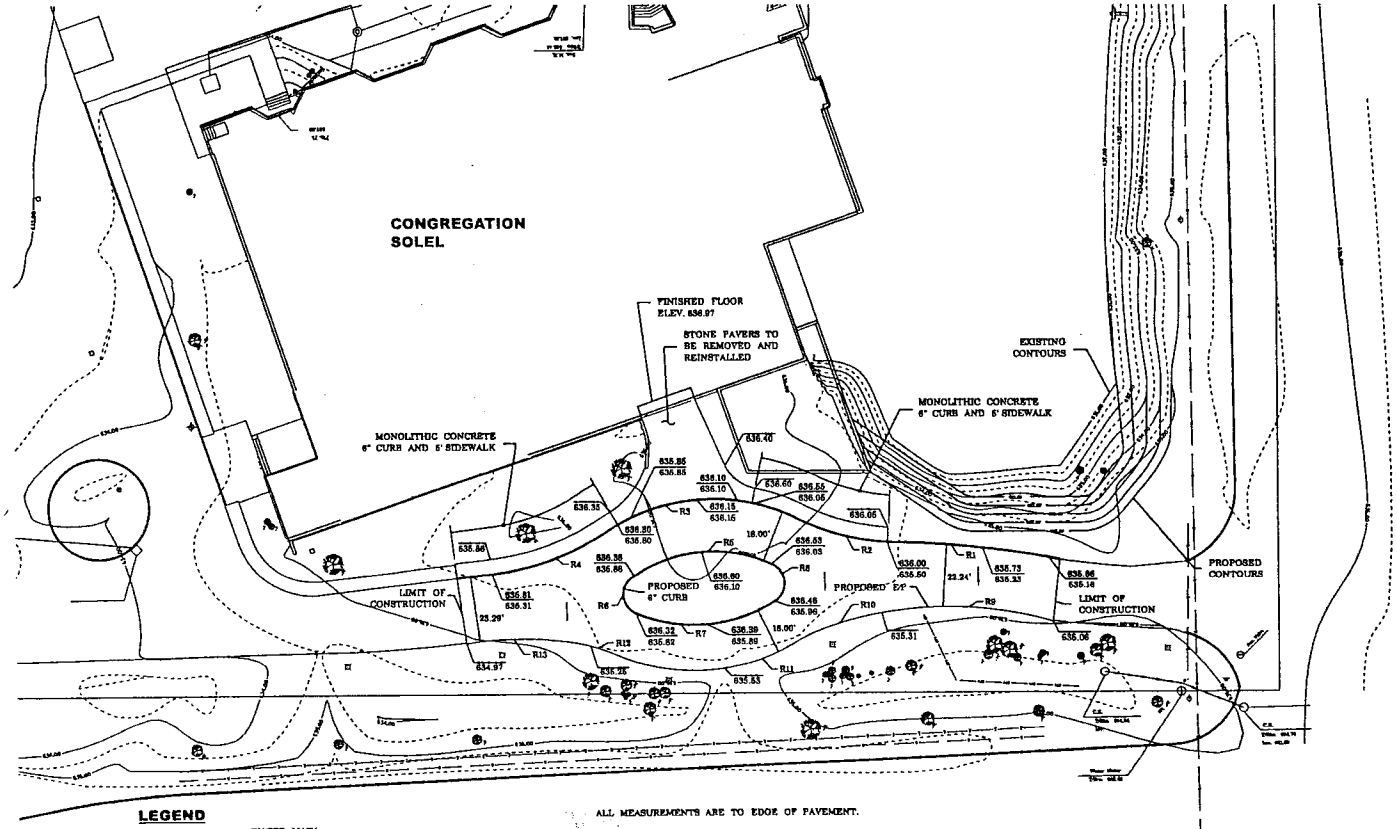
EXHIBIT D

Floor Plan

EXHIBIT E

Grading Plan

SCALE: 1" = 20'



LEGEND

- WATER MAIN
- GAS MAIN
- ELECTRIC
- CABLE TV
- 636.10 TOP OF CURB
- 636.10 EDGE OF PAVEMENT
- SHEET FLOW DIRECTION

ALL MEASUREMENTS ARE TO EDGE OF PAVEMENT.

LUIS A. MONTGOMERY 062-055785 LICENSED PROFESSIONAL ENGINEER OF ILLINOIS

Solel

PRELIMINARY GRADING PLAN

JUNE 15, 2009

2iM GROUP

2iM Group, LLC
118 North Clinton Street
Suite 440
Chicago, IL 60661

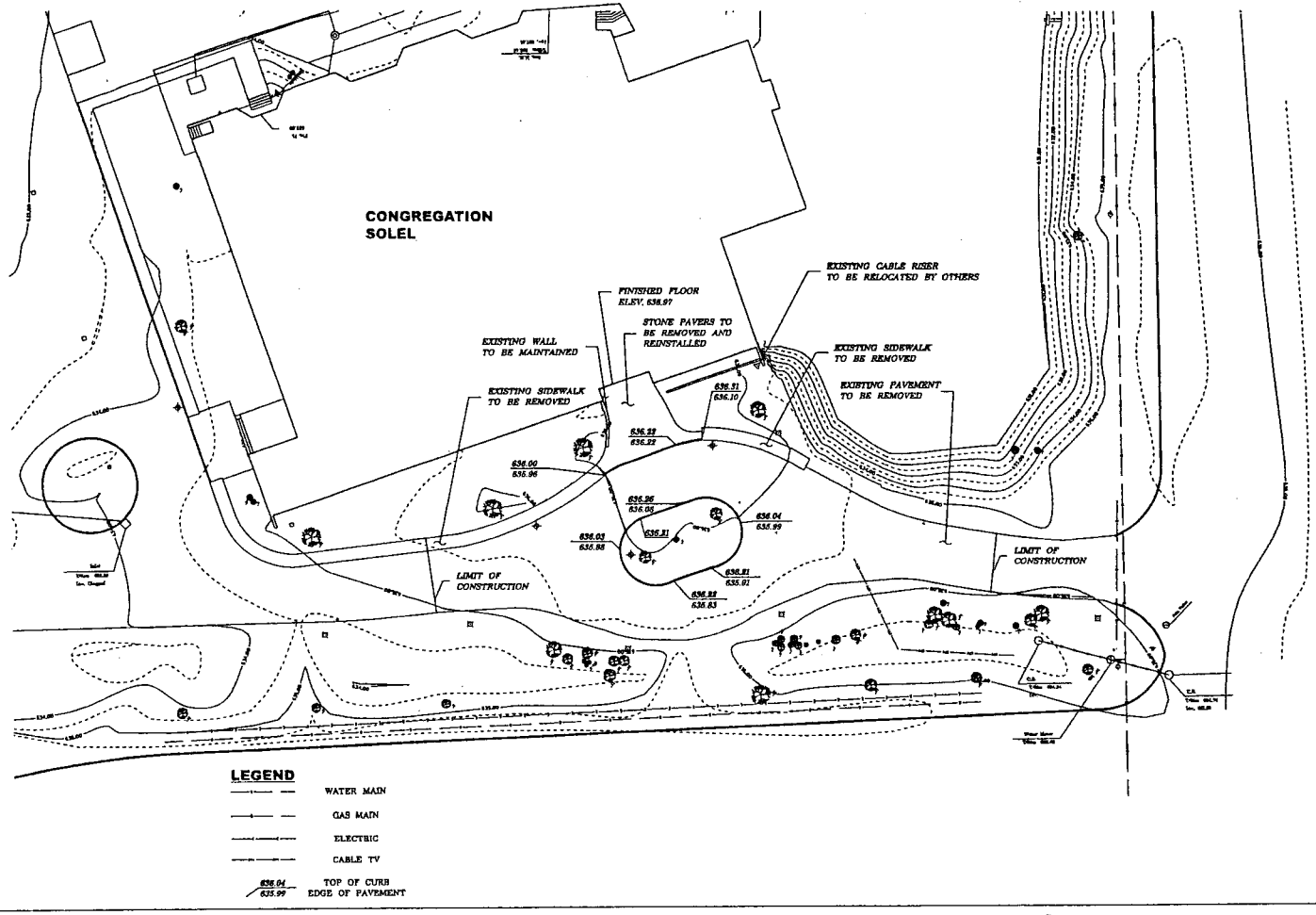
ESA

EXHIBIT F

Utilities Plan

ZZ

SCALE: 1" = 20'



LEGEND

- WATER MAIN
- GAS MAIN
- ELECTRIC
- CABLE TV
- 636.04 / 635.99 — TOP OF CURB / EDGE OF PAVEMENT

LOUIS S. MONTGOMERY
062-055785
LICENSED PROFESSIONAL ENGINEER OF ILLINOIS

Solel

REMOVALS AND EXISTING UTILITIES

JUNE 15, 2009

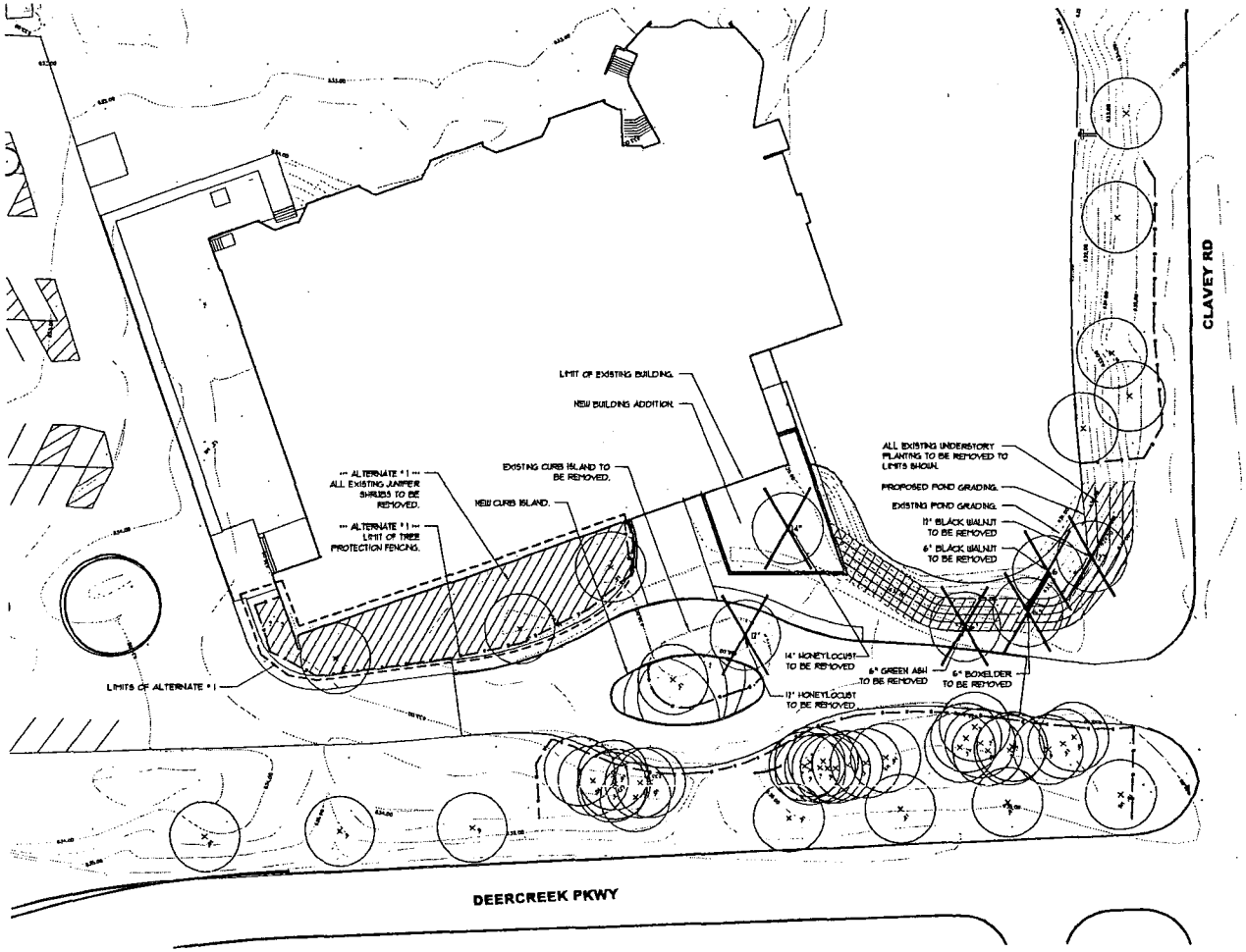
2iM GROUP

2iM Group, LLC
116 North Clinton Street
Suite 440
Chicago, IL 60661

ESA

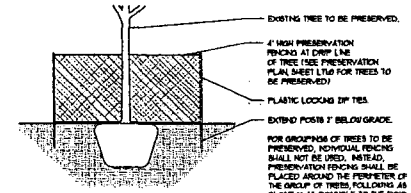
EXHIBIT G

Tree Preservation Plan



1 TREE PRESERVATION/DEMO PLAN
SCALE 1" = 70' - 0"

FENCING SHALL BE LOCATED AS SHOWN ON THIS SHEET. FENCE SHALL BE PLACED SO THAT THE POSTS FACE THE TREE. AFTER INSTALLING ALL POSTS, TIGHTLY WRAP THE FABRIC ACROSS THE POSTS TO PREVENT SAGGING. POSTS SHALL BE PLACED A MAXIMUM OF 8' ON CENTER. SAFETY FENCE FABRIC SHALL BE ORANGE CONTRACTOR'S GRADE SMOOTH TOP DIAMOND PLASTIC FENCE. POSTS SHALL BE 6' LONG HEAVY DUTY GALVANIZED STEEL T-POSTS, SET TO A DEPTH OF 3' BELOW GRADE. POST SHALL NOT BE DRIVEN INTO EXISTING ROOTS. LOCKING TIES SHALL BE 8" PLASTIC LOCKING ZIP TIES, 4 PER POST. ANY ALTERNATIONS TO THE FENCING LAYOUT MUST BE APPROVED BY LANDSCAPE ARCHITECT.



2 TREE PRESERVATION DETAIL - SNOW MESH FENCING
NOT TO SCALE

TREE PROTECTION NOTES

1. ALL EXISTING TREE LOCATIONS AND SIZES ARE TO BE VERIFIED IN THE FIELD BY THE CONTRACTOR. THE CONTRACTOR SHALL NOTIFY THE LANDSCAPE ARCHITECT OF ANY DISCREPANCIES BETWEEN THE DRAWINGS AND ACTUAL FIELD CONDITIONS, PRIOR TO THE START OF CONSTRUCTION.
2. ALL TREES TO REMAIN ARE TO BE ENCLOSED WITH A TREE PROTECTION FENCE, PRIOR TO THE START OF CONSTRUCTION. THE FENCE SHALL CONSIST OF 4' TALL ORANGE PLASTIC SAFETY FENCE WITH METAL POSTS SPACED NO FURTHER THAN 6' APART. THE FENCE IS TO BE LOCATED UNDER THE OUTER EDGES OF THE TREE'S CANOPY, BUT NO CLOSER THAN 5' AWAY FROM THE TREE'S TRUNK.
3. VEHICLE TRAFFIC AND THE STORAGE OF EQUIPMENT OR MATERIALS IS PROHIBITED WITHIN THE TREE PROTECTION FENCES.

TREE REMOVAL / PROTECTION KEY

EXISTING TREE TO REMAIN

TREE 6" OR GREATER TO BE REMOVED.

LIMIT OF TREE PROTECTION FENCING

AREA TO BE CLEARED OF UNDERSTORY PLANTING

Solel

TREE PRESERVATION AND LANDSCAPE REMOVAL PLAN

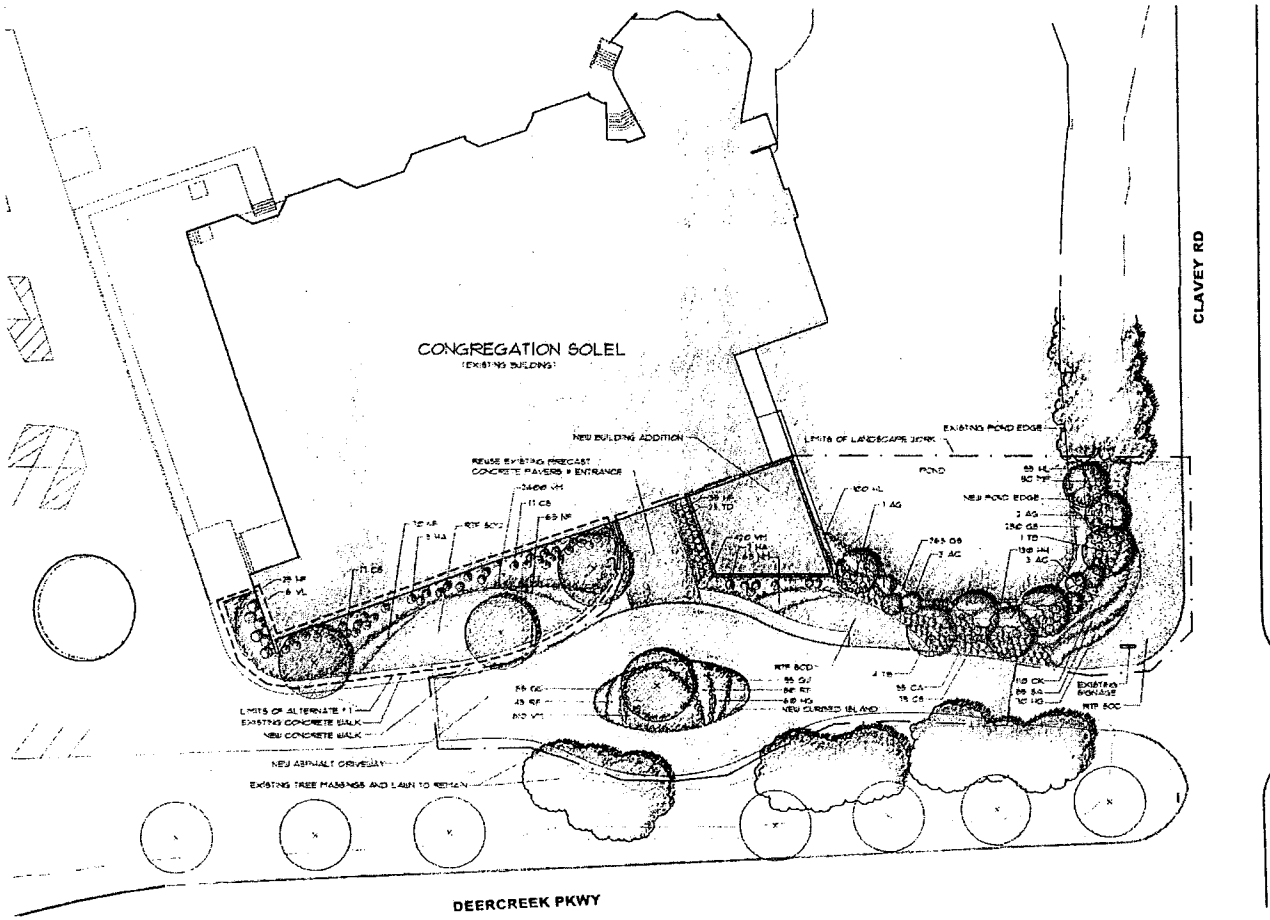
JUNE 15, 2009

Daniel Weinbach & Partners, Ltd. Landscape Architects

ESA

EXHIBIT H

Landscape Plan and Plant List



1 LANDSCAPE PLAN

PLANT LIST

CODE	BOTANICAL NAME	COMMON NAME	SIZE	ROOT	TOTAL	ADDITIONAL NOTES
	DECIDUOUS TREES - SINGLE STEM					
TD	TAXODIUM DISTICHUM	BALD CYPRESS	2" CAL	B&B	15	SPACED AS SHOWN
	DECIDUOUS TREES - MULTI STEM (3 TO 5 STEMS EACH)					
AC	AMELANCHIER CANADENSIS	SHADBLOW SERVICEBERRY	8'-10'	B&B	6	3-5 STEMS EACH
NS	NYSSA SYLVATICA	BLACKGUM, BLACK TUPELO	8'-10'	B&B	3	3-5 STEMS EACH
	DECIDUOUS AND EVERGREEN SHRUBS					
CA	CLETHRA ALNIFOLIA	SUMMERSWEET	5 GAL./24"-30"	B&B/CONT	90	SPACED AS SHOWN
CS	CORNUS SERICEA 'ISANTI'	ISANTI DOGWOOD	5 GAL./24"-30"	B&B/CONT	75	SPACED AS SHOWN
HA	HYDRANGEA ARBORESCENS 'ANNABELLE'	ANNABELLE HYDRANGEA	5 GAL./24"-30"	B&B/CONT	1	SPACED AS SHOWN
TD	TAXUS X MEDIA 'DENSIFORMIS'	DENSIFORM DENSE YEW	5 GAL./24"-30"	B&B/CONT	23	SPACED AS SHOWN
	PERENNIALS AND GROUNDCOVERS					
CK	CALAMAGROSTIS ACUTIFLORA 'KARL FOERSTER'	KARL FOERSTER FEATHER REED GRASS	1 GAL	CONT	16	SPACED 3' OC.
DS	DESCHAMPSIA CAESPITOSA	TUFTED HAIR GRASS	PLUGS		55	SPACED 1' OC.
GS	GERANIUM SANGUINEUM 'MAX FREI'	BLOODRED CRANESBILL	1 GAL	CONT	90	SPACED 1' OC.
HP	HOSTA 'PRAYING HANDS'	PRAYING HANDS HOSTA	1 GAL	CONT	75	SPACED 3' OC.
HS	HEMEROCALLIS 'STELLA DE ORO'	STELLA DE ORO DAYLILY	1 GAL	CONT	150	SPACED 3' OC.
HH	HEMEROCALLIS 'HAPPY RETURNS'	HAPPY RETURNS DAYLILY	1 GAL	CONT	90	SPACED 3' OC.
HL	HEMEROCALLIS 'LITTLE ONE EYE'	LITTLE ONE EYE DAYLILY	1 GAL	CONT	66	SPACED 3' OC.
MS	MISCANTHUS SINENSIS 'PURPURASCENS'	PURPLE MAIDEN GRASS	1 GAL	CONT	66	SPACED 3' OC.
NF	NEPETA X FAASSENII	FAASSEN'S CATMINT	1 GAL	CONT	66	SPACED 3' OC.
RF	RUDBECKIA FULGIDA 'GOLDSTURM'	BLACK-EYED SUSAN	1 GAL	CONT	75	SPACED 3' OC.
SA	SEDUM 'AUTUMN JOY'	AUTUMN JOY SEDUM	1 GAL	CONT	66	SPACED 3' OC.
VH	VINCA MINOR 'BOWLES'	BOWLES PERIWINKLE	1 GAL	CONT	150	SPACED 3' OC.

ALTERNATE # 1

CODE	BOTANICAL NAME	COMMON NAME	SIZE	ROOT	TOTAL	ADDITIONAL NOTES
	DECIDUOUS AND EVERGREEN SHRUBS					
CS	CORNUS SERICEA 'ISANTI'	ISANTI DOGWOOD	5 GAL./24"-30"	B&B/CONT	34	SPACED AS SHOWN
HA	HYDRANGEA ARBORESCENS 'ANNABELLE'	ANNABELLE HYDRANGEA	5 GAL./24"-30"	B&B/CONT	5	SPACED AS SHOWN
TM	TAXUS X MEDIA 'HICKSII'	HICKS YEW	6'-7'	B&B/CONT	6	SPACED AS SHOWN
	PERENNIALS AND GROUNDCOVERS					
HP	HOSTA 'PRAYING HANDS'	PRAYING HANDS HOSTA	1 GAL	CONT	75	SPACED 3' OC.
NF	NEPETA X FAASSENII	FAASSEN'S CATMINT	1 GAL	CONT	30	SPACED 3' OC.
VH	VINCA MINOR 'BOWLES'	BOWLES PERIWINKLE	1 GAL	CONT	2600	SPACED 3' OC.

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LANDSCAPE PLAN & PLANT LIST

JUNE 15, 2009

DANIEL WEINBACH & PARTNERS, LTD.

ES

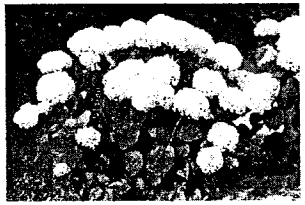
DECIDUOUS TREES

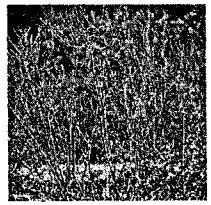

EUROPEAN BLACK ALDER

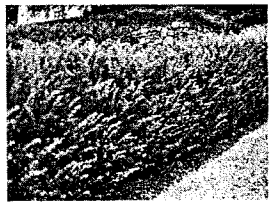

EASTERN BALD CYPRESS


SHADBLOW SERVICEBERRY

DECIDUOUS AND EVERGREEN SHRUBS


ANNABELLE HYDRANGEA

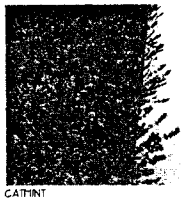

ISANTI RED TWIG DOGWOOD


RUNYAN YEW


MOHICAN VIBURNUM


SUMMERSWEET CLETHRA

PERENNIALS AND GROUNDCOVERS


CATMINT


BLACK EYED SUSAN


FRANCEE HOSTA


LITTLE WINE CUP DAYLILY


FEATHER REED GRASS


FOUL MANNA GRASS


HAPPY RETURNS DAYLILY


GENTLE SHEPHERD DAYLILY


AUTUMN JOY SEDUM


WARGRAVE PINK GERANIUM


VINCA

EXHIBIT I

Unconditional Agreement and Consent

TO: The City of Highland Park, Illinois (*"City"*):

WHEREAS, Congregation Solel, an Illinois not-for-profit corporation (*"Applicant"*), is the record title owner of a parcel of property located in the R1 Country Estate Single Family Residential Zoning District, commonly known as 1301 Clavey Road, which is legally described in **Exhibit A**, attached to and, by this reference, made a part of this Agreement (*"Property"*); and

WHEREAS, Ordinance No. _____, adopted by the City Council on September 14, 2009 (*"Ordinance"*), restates and grants a special use permit for a conditional use of the Property as a House of Worship in accordance with, and pursuant to, Section 150.411 and Article XIV of the Zoning Code; and

WHEREAS, the Ordinance also grants a special exception to reduce the number of off-street parking spaces required on the Property from 274 spaces to 176 spaces, in accordance with, and pursuant to, Section 150.1602 and Article XVI of the Zoning Code; and

WHEREAS, Section 10.A.3 of the Ordinance provides, among other things, that the Ordinance will be of no force or effect unless and until the Applicant shall have filed, within 30 days following the passage of the Ordinance, its unconditional agreement and consent to accept and abide by each and all of the terms, conditions, and limitations set forth in the Ordinance;

NOW, THEREFORE, the Applicant does hereby agree and covenant as follows:

1. The Applicant shall, and does hereby voluntarily and unconditionally agree to, accept, consent to, and abide by each and all of the terms, conditions, limitations, restrictions, and provisions of the Ordinance.

2. The Applicant acknowledges that public notices and hearings have been properly given and held with respect to the adoption of the Ordinance, has considered the possibility of the revocation provided for in the Ordinance, and agrees not to challenge any such revocation on the grounds of any procedural infirmity or a denial of any procedural right.

3. The Applicant acknowledges and agrees that the City is not and shall not be, in any way, liable for any damages or injuries that may be sustained as a result of the City's granting of the special use permit and the special exception for the Property, or its adoption of the Ordinance, and that the City's approval of the special use permit and the special exception for parking does not, and shall not, in any way, be deemed to insure the Applicant against damage or injury of any kind and at any time.

4. The Applicant shall, and does hereby agree to, hold harmless and indemnify the City, the City's corporate authorities, and all City elected and appointed officials, officers, employees, agents, representatives, and attorneys, from any and all claims that may, at any time, be asserted against any of such parties in connection with the City's adoption of the Ordinance granting the special use permit and special exception for the Property.

Dated: _____, 2009.

ATTEST

By:_____

Its:_____

CONGREGATION SOLEL

By: _____

Its: _____

HOLD HARMLESS AGREEMENT

For and in consideration of Ten Dollars ($10) and other good and valuable consideration, the receipt and sufficiency of which is acknowledged hereby, the undersigned agrees to indemnify and hold harmless the City of Highland Park, its officers, agents, servants, representatives, independent contractors, employees and attorneys from any and all actions, liabilities, losses, claims, costs, expenses or judgments arising in any manner as a consequence of the performance or non-performance of any activities under the terms of the Scavenger License.

Dated this __ day of _____, 2009.

By_____

ATTEST:

_____

Docusign Envelope ID: 1E4CA877-CDA1-865F-8109-7E43BFA1400A

636 Ridge Road
Highland Park, IL 60035
847.831.3810 | pdhp.org

May 27, 2026

Makom Solel Lakeside
1301 Clavey Road
Highland Park, IL 60035
Attn: Holly Krakow, Executive Director

Re: Letter of Intent – Relocation of Parking Lot Entrance Between Park District of Highland Park and Makom Solel Lakeside

Dear Holly,

This non-binding Letter of Intent ("LOI") is entered into by and between the Park District of Highland Park, an Illinois unit of local government ("Park District"), and Makom Solel Lakeside, an Illinois not-for-profit corporation ("Makom"). The purpose of this LOI is to memorialize the mutual intent of the Park District and Makom to explore and negotiate terms under which Makom may relocate its existing primary parking lot access point from Clavey Road to Deer Creek Parkway, which is owned and controlled by the Park District.

Subject to the conditions outlined in this letter, the parties anticipate closure or limited use of the existing access point from Clavey Road, construction of a new access drive connecting Makom's parking lot to Deer Creek Parkway, and associated improvements necessary for safe vehicular access, traffic control and circulation, and overall site functionality. All design, location, and construction details remain subject to further engineering review, mutual agreement and all applicable permits.

This LOI is expressly conditioned on the parties negotiating a mutually acceptable Easement Agreement granting Makom access rights over and across Park District property. That easement agreement would include, at a minimum, insurance requirements and proof of coverage, indemnification provisions protecting the Park District, restoration and maintenance obligations, traffic and security controls during peak use periods and any other terms reasonably required by Park District policy and legal counsel. The Easement Agreement must also be reviewed and approved by the Park District Board of Commissioners.

In addition, the project would be contingent upon obtaining all required approvals, permits, and authorizations from the City of Highland Park and any other applicable governmental agencies. Final design remains subject to engineering feasibility, traffic safety considerations, and compliance with all applicable codes, ordinances, and standards.

636 Ridge Road
Highland Park, IL 60035
847.831.3810 | pdhp.org

Unless otherwise agreed in writing, Makom will be responsible for all design, engineering, permitting, and construction costs, as well as restoration of any Park District property impacted by construction. Neither party will be obligated to proceed with the project unless and until a definitive Easement Agreement and any related agreements are fully executed in the manner required by law.

This LOI is intended solely as an expression of the parties' current intentions and does not constitute a binding agreement. No legally binding obligations shall arise unless and until a formal written agreement is approved and executed by both parties. The parties nevertheless agree to work collaboratively and in good faith to evaluate feasibility, advance design discussions, and negotiate the terms of a definitive Easement Agreement.

This LOI shall remain in effect for a period of 180 days from the date above unless extended in writing by both parties or terminated earlier by either party upon written notice (for any reason or no reason). The parties also acknowledge that execution of any final agreement remains subject to authorization by the Park District Board of Commissioners and by Makom's governing body.

If the foregoing accurately reflects your understanding, please indicate your acknowledgment below.

Park District of Highland Park

By: DocuSigned by: _____

Name: Brian Romes

Title: Executive Director

Date: 5/28/2026

Makom Solel Lakeside

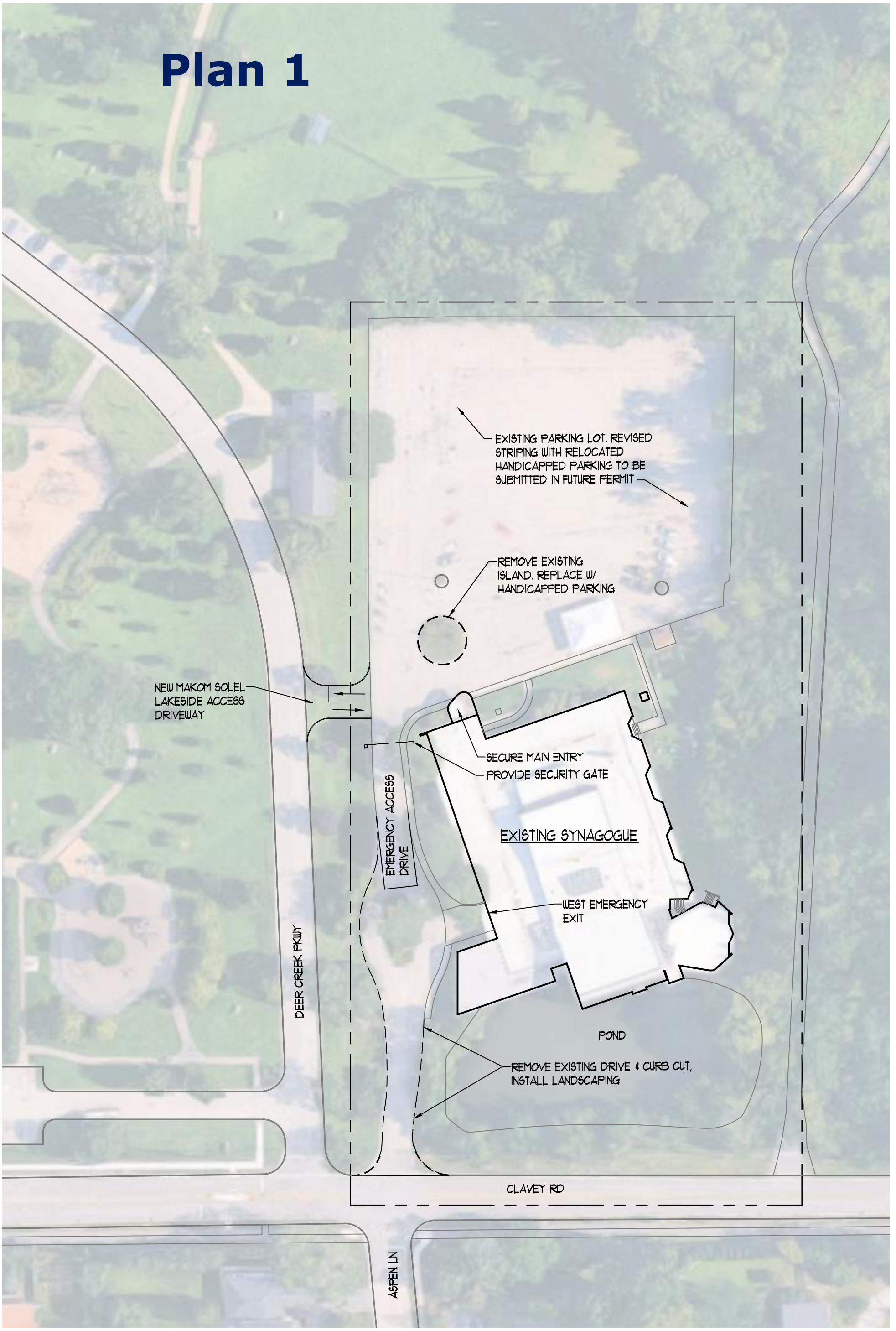
By: DocuSigned by: _____

Name: Holly Krakow

Title: Executive Director

Date: 5/28/2026

Plan 1



MAKOM SOLEL LAKESIDE
WEST EMERGENCY ACCESS FROM NORTH

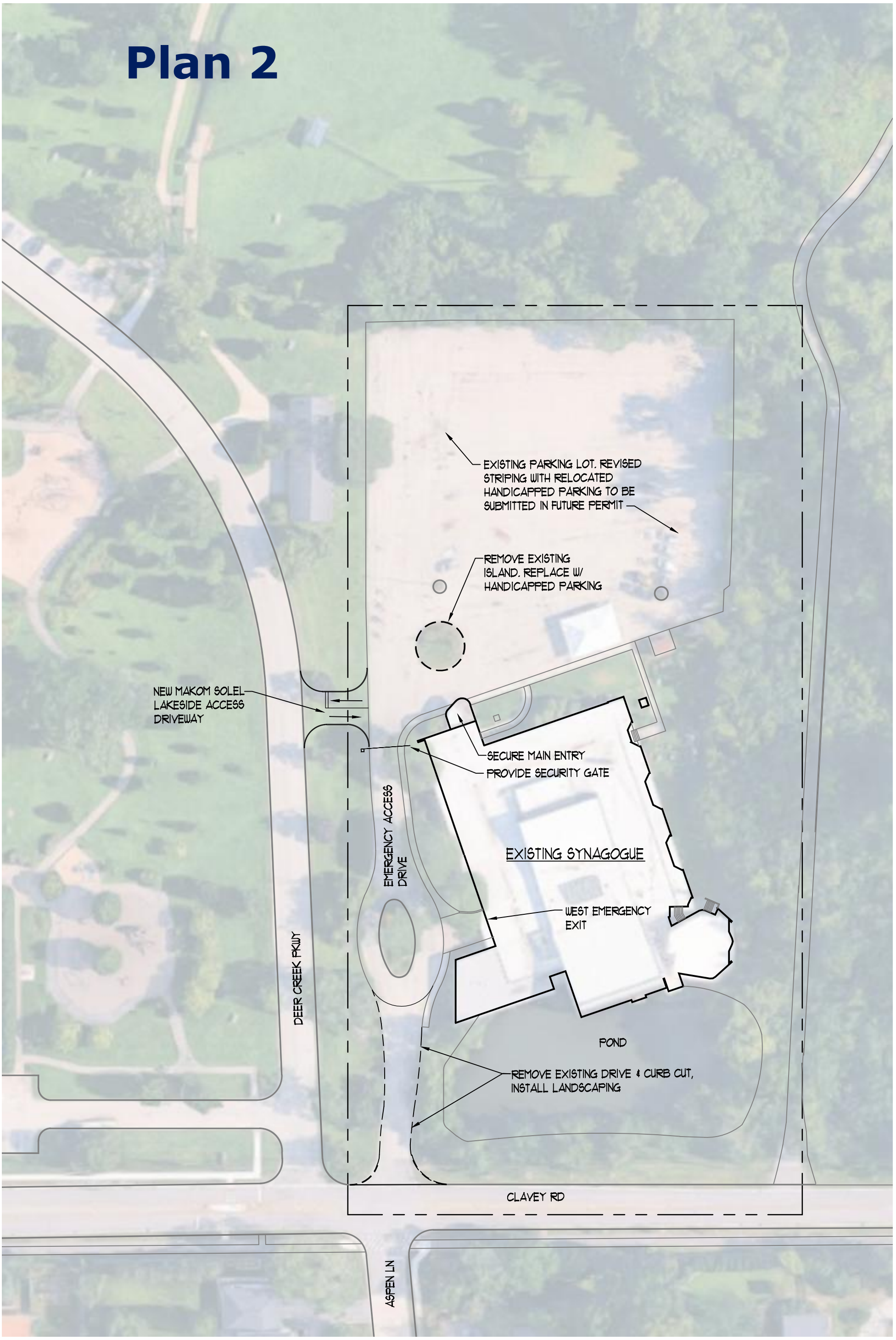
1301 Clavey Rd, Highland Park, IL 60035

SITE_PLAN
1/64"=1'-0"
07.13.26

Partners in Design ARCHITECTS
262.652.2800
Kenosha, WI
847.940.0300

© 2026 Partners in Design Architects, Inc.

Plan 2



MAKOM SOLEL LAKESIDE
WEST EMERGENCY ACCESS WITH TURNAROUND

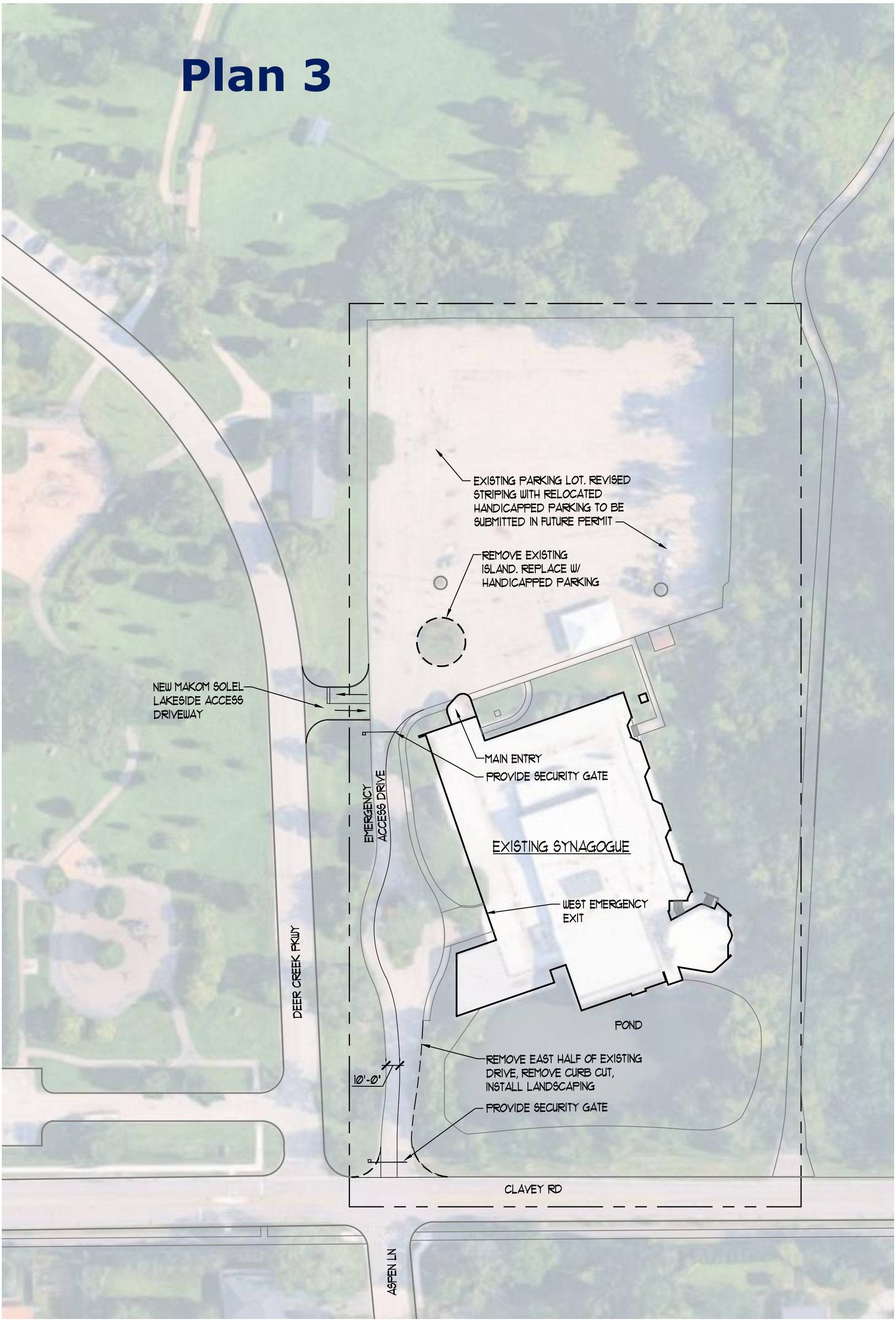
1301 Clavey Rd, Highland Park, IL 60035

SITE_PLAN
1/64"=1'-0"
07.13.26

Partners in Design ARCHITECTS
262.652.2800 Kenosha, WI
847.940.0300 Deerfield, IL

© 2026 Partners in Design Architects, Inc.

Plan 3



MAKOM SOLEL LAKESIDE
WEST EMERGENCY ACCESS WITH THROUGH LANE

1301 Clavey Rd, Highland Park, IL 60035

SITE_PLAN
1/64"=1'-0"
07.13.26

Partners in Design ARCHITECTS
262.652.2800 Kenosha, WI
847.940.0300 Riverwoods, IL

© 2026 Partners in Design Architects, Inc.

FINDINGS OF FACT
For Amendments to a Special Use Permit and Design Review

Public Hearing #SUP-2026-00010 for an Amendment to an Ordinance granting a Special Use Permit and a Special Exception to parking and Design Review (1301 Clavey Rd.)

Pursuant to Section 150.1404, the Plan & Design Commission or the City Council, as the case may be, shall not recommend or grant a special use permit be issued unless it shall make findings of fact based upon evidence presented at the hearing in any given case that:

(1) The special use will serve the public convenience at the location of the subject property; or the establishment, maintenance, or operation of the special use will not be detrimental to or endanger the public health, safety, morals, comfort, or general welfare;

Finding**:** The Plan & Design Commission finds that the site is zoned R-1 County Estate Single Family, and that the conditional use of "House of Worship" was previously approved as part of Ordinance No. 54-09 in September of 2009.

(2) The location and size of the special use, the nature and intensity of the operation involved in or conducted in connection with the special use, the size of the subject property in relation to such special use, and the location of the site with respect to streets giving access to it, shall be such that it will be in harmony with the appropriate, orderly development of the zoning district in which it is located;

Finding**:** The Plan & Design Commission finds that the proposal does not affect the overall aesthetic of the existing structure, and remains in harmony with the appropriate, orderly development of the R1 Zoning District.

(3) That the special use will not be injurious to the use and enjoyment of other property in the immediate vicinity of the subject property for the purposes already permitted in such zoning district, nor substantially diminish and impair the value of other property in the neighborhood;

Finding: The Plan & Design Commission finds that the proposed use will not be injurious to properties in the immediate vicinity of the subject property.

(4) The nature, location, and size of the buildings or structures involved with the establishment of the special use will not impede, substantially hinder, or discourage the development and use of adjacent land and buildings in accord with the regulations of the zoning district within which they are located;

Finding**:** The Plan & Design Commission finds that the nature and size of the property will not impede or discourage the development or use of adjacent land.

(5) Adequate utilities, access roads, drainage, and other necessary facilities have been or will be provided;

Finding: The Plan & Design Commission finds that adequate utilities, access roads, and drainage exist.

(6) Parking areas of adequate size for the special use shall be properly located and suitably screened from adjoining residential uses, and the entrance and exit driveways to and from

these parking areas shall be designed to prevent traffic hazards, eliminate nuisance, and minimize traffic congestion in the public streets;

Finding**:** The Plan & Design Commission finds that the site is providing all off-street parking facilities required by Article 8 of the Zoning Code and as granted relief in the prior Special Exception approval.

(7) The special use shall in all other respects conform to the applicable regulations of the zoning district in which it is located, except as such regulations may, in each instance, be modified as provided in this Chapter;

Finding**:** The Plan & Design Commission finds that the development conforms to the regulations of the R1 zoning district and the applicable provisions in other Articles of Chapter 150.

(8) There is reasonable assurance that the special use will be completed and maintained as and if authorized; and

Finding**:** The Plan & Design Commission finds reasonable assurance that the conditional use will be built and maintained as authorized.

(9) The special use shall comply with all applicable requirements set forth in this Chapter.

Finding: The Plan & Design Commission finds that the proposed amendment meets the requirements of the Zoning Code.

CONDITIONS OF APPROVAL

The Commission finds that in order to meet one or more of the above standards of approval, the following conditions shall be imposed (to be drafted in final form by the City's Corporation Counsel):

- Applicant to resolve outstanding fire access concerns with the City.
- Applicant will need final approval/s from the Highland Park Park District to perform work on and use Park District property.

Zoning Analysis.

Land Use.

The property's principal use is a House of Worship, and is located in the R1 – Single Family Housing zoning district. Religious Institution are listed as "C" for Conditional Use in this zoning district per Sec 150.490.The Applicant has already received approval for this use as part of the approved ordinance from September of 2009 (54-09).

Off-Street Parking & Loading.

- No addition or change to the building is proposed; nothing is proposed that would increase the off-street parking requirement.
- The Applicant did receive a Special Exception for parking as part of the approved ordinance (54-09), and no changes to the parking space count is proposed.

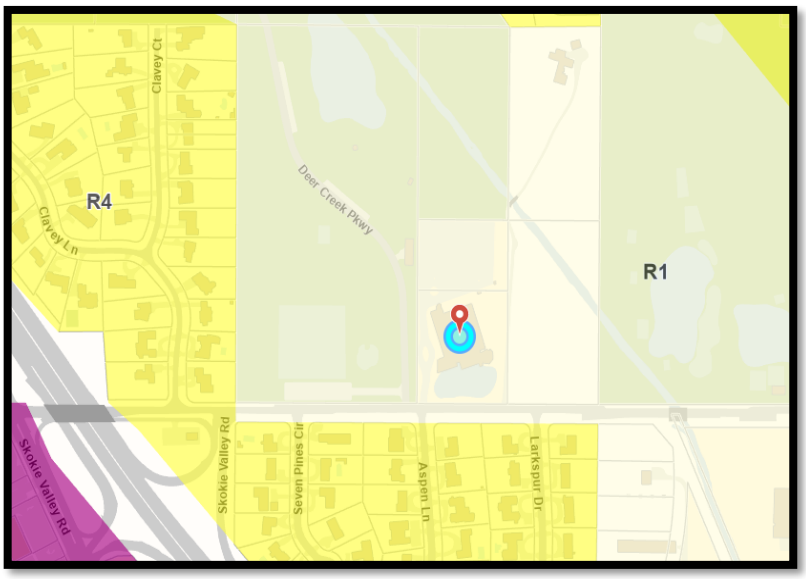
Exterior Lighting and Landscaping.

- No new exterior lighting proposed.
- No new landscaping is required, as no new foundation (for a building) is proposed. Vehicular Use Area is being removed, and the new driveway does not trigger new Vehicular Use Area plantings per Article 22 of Chapter 150 Zoning Code.

Bulk Regulations.

- No construction is proposed that has to meet bulk regulations in Article 7 of Chapter 150 Zoning Code.

Neighborhood.



Below is a summary of the zoning districts and land uses around the subject property:

West: Immediate west is R-1 County Estate Single Family; there is a single-family neighborhood.

North: R-1 County Estate Single Family; there is Park District property.

South: R-4 Moderate Single Family Housing; there is Clavey Rd. and there is a single-family neighborhood across the street.

East: R-1 County Estate Single Family; there is a single-family home and a golf course

Standards of Approval.
Chapter 150, ARTICLE XIV – Special Uses, Sec. 150.1404(A).
Chapter 176, ARTICLE II. – Design Review Standards

Staff Report

Meeting Date: August 17, 2026

Staff Contact: CHARMAIN LATER, Deputy Director of Community Development
Maddy Markle, Planner I
Joel Fontane, Director of Community Development

Department: Community Development Department

Title: A Resolution Approving an Agreement with Interface Studio LLC for Professional Consulting Services for the City Comprehensive Plan Update

Recommendation:
Staff recommends authorizing the City Manager to execute a contract with Interface Studios for professional comprehensive planning consulting services.

Policy Consideration:
Background. The City conducted a procurement process for professional services related to the update of the City's Comprehensive Plan, to commence in Fall 2026 with an expected completion in June 2028.[1]

Since the last Plan update in 2001, the City has developed a series of policy centric and geographic specific plans and initiatives to address current needs and launch particular policy initiatives. This scope of work provides for the update of the City of Highland Park's Comprehensive Plan to:

- Reflect these initiatives, plans and legislative changes enacted since the last update,
- Review of internal consistency among various planning documents, and
- Re-examine select policies to ensure alignment with current needs and goals.
- Identify operational / implementation plans that should be commissioned subsequent to the comprehensive plan. Include rough cost estimates for those subsequent plans for budgeting purposes.
- Most importantly, an updated Comprehensive Plan for the City.

Procurement. Staff conducted a formal RFQ/RFP procurement process to select a consulting firm appropriate to the needs of the community. The RFQ was initially posted on the City

website on November 20, 2025 and RFQs were due on December 22, 2025. In addition, staff reached out to several local planning firms notifying them of the RFQ posting. Four firms submitted RFQs.

To obtain a wider distribution, the RFQ was reposted on the City website on January 12, 2026 (using Quest, a national distribution platform) and the timeline for submitting an RFQ was extended to February 13, 2025. Staff also directly contacted an additional 27 consulting firms, identified through the American Institute of Architects (AIA) membership list, as having urban and comprehensive planning experience. The RFQ/RFP link was also posted on the following on line professional organization websites:

- American Planning Association – Illinois Chapter
- American Planning Association – National Chapter
- American Municipal Planning Organizations
- Planetizen

Three additional firms submitted an RFQ. Five of the firms were selected for an interview and the following four were invited to submit an RFP.

- Lakota Group
- Lamar Johnson Collaborative
- Interface
- Houseal Lavigne

After reviewing the proposals, three firms, Interface, Lamar Johnson Collaborative and Houseal Lavigne were interviewed. The interview team consisted of staff from the City Manager's Office, Public Works and Community Development. Regular updates were provided to the City Council with invitations for feedback to the City Manager.

Upon comprehensive review and evaluate, it is recommended that an agreement advance with Interface Studios as they were the most advantageous in terms of qualifications, understanding of project, and responsiveness to the RFQ/RFP. The Committee of the Whole discussed the finalist's proposals on 2026-07-13. Staff requested that Interface Studios refine their project scope responsive to Council direction. Specifically, Interface adjusted the public engagement aspect of the work to accommodate feedback accordingly. The public engagement will consist of the following:

Project kick-off meeting, Project website, Community survey, Business workshop, 2 community open houses, 20 stakeholder interviews, 3 Plan and Design Commission meetings, 3 City Council meetings, 4 Steering Committee meetings, 3 implementation meetings and full translation services[2] Please see Resolution Exhibit A for Agreement and Scope of Services.

Fiscal Impact. The total cost of the proposed professional services for this project is $475,745

budgeted over the rest of FY-26, FY-27 and the beginning of FY-28. The project is a twenty-month engagement that straddles three fiscal years.

[1] Links to City Council meetings 2025-04-28, 2023-12-11, 2026-07-13 where the Comprehensive Plan scope and work plan were discussed.
[2] "Full translation" means the translation of all public facing engagement materials, the project website, a comprehensive plan executive summary, translation at all public events and the translation of the full comprehensive plan.

Core Priorities:
Fiscal Stability, Economic Development, Infrastructure Investment, Environmental Sustainability and Vibrancy. The Comprehensive Plan update will provide a holistic approach to guiding the City in its efforts to continue to achieve all tenants of its mission.

Attachments:
1. HP - Resolution Approving Agreement for City Comprehensive Plan Update
2. Resoultion Exhibit A - HP Professional Services Agreement,2026-08-12 with Interface Studios

City of Highland Park

Resolution No. _____

A Resolution Approving an Agreement with Interface Studio LLC for Professional Consulting Services for the City Comprehensive Plan Update

WHEREAS, the City sought proposals for the provision of professional consulting services related to the update of the City's Comprehensive Plan ("***Services***"); and

WHEREAS, the City determined that the proposal submitted by Interface Studio LLC ("***Consultant***"), is the most appropriate for the provision of the Services; and

WHEREAS, the City and Consultant now desire to enter into an agreement for the provision of the Services by Consultant (***"Agreement"***); and

WHEREAS, the City Council has determined that it is in the best interests of the City and its residents to enter into the Agreement with Consultant;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF HIGHLAND PARK, LAKE COUNTY, ILLINOIS, as follows:

SECTION ONE: RECITALS. The foregoing recitals are incorporated into, and made a part of, this Resolution as findings of the City Council.

SECTION TWO: APPROVAL OF AGREEMENT. The Agreement by and between the City and Consultant is hereby approved in substantially the form attached to this Resolution as **Exhibit A**.

SECTION THREE: EXECUTION OF AGREEMENT. The City Manager and the Deputy City Clerk are hereby authorized and directed to execute and attest, on behalf of the City, the Agreement with Consultant upon receipt by the City Clerk of at least one original copy of the Agreement executed by Consultant; provided, however, that if an executed copy of the Agreement is not received by the City Clerk within 60 days after the effective date of this Resolution, then this authority to execute and attest will, at the option of the City Council, be null and void.

SECTION FOUR: EFFECTIVE DATE. This Resolution will be in full force and effect from and after its passage and approval according to law.

[SIGNATURE PAGE FOLLOWS]

AYES:

NAYS:

ABSENT:

PASSED:

APPROVED:

RESOLUTION NO.

_____

Nancy R. Rotering, Mayor

ATTEST:

_____

Ghida S. Neukirch, City Clerk

EXHIBIT A

AGREEMENT

CITY OF HIGHLAND PARK
PROFESSIONAL SERVICES AGREEMENT
FOR PROFESSIONAL SERVICES

THIS AGREEMENT (***"Agreement"***) is dated as of the ____ day of _____, 2026 (***"Effective Date"***) and is by and between the **CITY OF HIGHLAND PARK**, an Illinois home rule municipal corporation (***"City"***), and **INTERFACE STUDIO LLC**, a Pennsylvania limited liability company (***"Consultant"***) (collectively, the ***"Parties"***).

IN CONSIDERATION OF the agreements set forth in this Agreement, the receipt and sufficiency of which are mutually acknowledged, and pursuant to the City statutory and home rule powers, the Parties agree as follows:

SECTION 1. SCOPE AND PROVISION OF SERVICES.

A. Engagement of the Consultant. The City hereby engages the Consultant to provide all necessary professional consulting services to perform the work in connection with the project described as follows: update the City of Highland Park Comprehensive Plan (collectively, the ***"Services"***).

B. Services. The Consultant has submitted to the City a description of the Services to be provided by the Consultant, a copy of which is attached as ***Exhibit A*** to this Agreement (***"Scope of Services"***). The Consultant must provide the Services pursuant to the terms and conditions of this Agreement and as described more fully in the Scope of Services.

C. Commencement; Time of Performance. The Consultant will commence the Services immediately upon receipt of written notice from the City that this Agreement has been fully executed by the Parties (***"Commencement Date"***). The Consultant will diligently and continuously prosecute the Services until the completion of the Services or the termination of this Agreement, in accordance with Section 4 of this Agreement (***"Time of Performance"***). The City may modify the Time of Performance at any time upon 15 days prior written notice to the Consultant. Delays caused by the City will extend the Time of Performance in equal proportion to the delay caused by the City; provided, however, that the Consultant will be responsible for completion of all work within the Time of Performance, notwithstanding any strike or other work stoppage by employees of either Consultant or of the City.

D. Reporting. The Consultant will regularly report to the City regarding the progress of the Services during the term of this Agreement.

E. Relationship of the Parties. The Consultant will act as an independent contractor in providing and performing the Services. Nothing in, nor done pursuant to, this Agreement will be construed to: (i) create the relationship of principal and agent, employer and employee, partners, or joint venturers between the City and the Consultant; or (ii) create any relationship between the City and any subcontractor of the Consultant.

F. Information Releases. The Consultant will not issue any news releases or other public statements regarding the Services without prior approval from the City.

G. Mutual Cooperation. The City will cooperate with the Consultant in the performance of the Services, including meeting with the Consultant and providing the Consultant with any non-confidential information that the City may have that may be relevant and helpful to the Consultant's

performance of the Services. The Consultant agrees to cooperate with the City in the performance of the Services to complete the Work and with any other consultants engaged by the City.

H. Compliance with Laws and Grants.

1. The Consultant will give all notices, pay all fees, and take all other actions that may be necessary to ensure that the Services are provided, performed, and completed in accordance with all required governmental permits, licenses, or other approvals and authorizations that may be required or necessary in connection with providing, performing, and completing the Services, and with all applicable statutes, ordinances, rules, and regulations, including without limitation the Fair Labor Standards Act; any statutes regarding qualification to do business; any statutes prohibiting discrimination because of, or requiring affirmative action based on, race, creed, color, national origin, age, sex, or other prohibited classification, including, without limitation, the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 *et seq*., and the Illinois Human Rights Act, 775 ILCS 5/1-101 *et seq*. The Consultant will also comply with all conditions of any federal, state, or local grant received by City or the Consultant with respect to this Agreement or the Services.

2. The Consultant will be solely liable for any fines or civil penalties that are imposed by any governmental or quasi-governmental agency or body that may arise, or be alleged to have arisen, out of or in connection with the Consultant's, or its subcontractors', performance of, or failure to perform, the Services or any part of the Services.

SECTION 2. COMPENSATION AND METHOD OF PAYMENT.

A. Compensation. The total amount billed by the Consultant for the Services under this Agreement will not exceed $475,745 (***"Compensation"***), as outlined in the Scope of Services, including reimbursable expenses as identified in the Scope of Services, without the prior express written authorization of the City.

B. Invoices and Payment. The Consultant will be paid as provided in the Scope of Services. The Consultant will submit invoices to the City in an approved format for those portions of the Services performed and completed by the Consultant. The City will pay to the Consultant the amount billed in accordance with the Illinois Prompt Payment Act, 50 ILCS 505/1 *et seq.*

C. Records. The Consultant will maintain records showing actual time devoted and costs incurred, and will permit the authorized representative of the City to inspect and audit all data and records of the Consultant for work done under this Agreement. The records required to be made available to the City under this Section 2.C will be made available at reasonable times during the term of this Agreement, and for five years after the termination of this Agreement.

D. Claim in Addition to Compensation. If the Consultant claims a right to additional compensation as a result of action taken by the City, the Consultant must provide written notice to the City of the claim within seven days after occurrence of the action, and no claim for additional compensation will be valid unless made in accordance with this Section 2.D. Any changes in the Compensation will be valid only upon written amendment pursuant to Section 10.A of this Agreement. Regardless of the decision of the City relative to a claim submitted by the Consultant, the Consultant will proceed with all of the Services required to complete the Services under this Agreement as determined by the City without interruption.

E. Taxes, Benefits, Royalties. The Compensation includes all applicable federal, state, and local taxes of every kind and nature applicable to the Services, including, without limitation, all taxes, contributions, and premiums for unemployment insurance, old age or retirement benefits, pensions, annuities, or similar benefits and all costs, royalties and fees arising from the use on, or the incorporation into, the Services, of patented or copyrighted equipment, materials, supplies, tools, appliances, devices, processes, or inventions. The Consultant waives and releases any claim or right to claim additional compensation by reason of the payment of any tax, contribution, premium, costs, royalties, or fees.

F. Completion and Acceptance of Services. The Services, and any phase of the Services, will be considered complete on the date of final written acceptance by the City of the Services or each phase of the Services, as the case may be.

G. Additional Services. The City will not be liable for any costs incurred by the Consultant in connection with any services provided by the Consultant that are outside the scope of this Agreement (***"Additional Services"***), regardless of whether the Additional Services are requested or directed by the City, except upon the prior written consent of City Manager after approval in accordance with applicable procedures.

H. No Additional Obligation. The City is under no obligation under this Agreement or otherwise to negotiate or enter into any other or additional contracts or agreements with the Consultant, or with any vendor solicited or recommended by the Consultant.

SECTION 3. PERSONNEL; SUBCONTRACTORS.

A. Key Project Personnel. The employees, officials, and personnel of the Consultant described in the Scope of Services (***"Key Project Personnel"***), if any, will be primarily responsible for carrying out the Services on behalf of the Consultant. The Key Project Personnel may not be changed without the City's prior written approval. The Consultant will notify the City as soon as practicable prior to terminating the employment of, reassigning, or receiving notice of the resignation of, any Key Project Personnel. The Consultant will have no claim for damages and may not bill the City for additional time and materials charges as the result of any portion of the Services that must be duplicated or redone due to termination or for any delay or extension of the Time of Performance as a result of any termination, reassigning, or resignation.

B. Availability of Personnel. The Consultant will provide all personnel necessary to complete the Services including, without limitation, any Key Project Personnel identified in this Agreement or in the Scope of Services.

C. Approval and Use of Subcontractors. The Consultant will perform the Services with its own personnel and under the management, supervision, and control of its own organization, unless otherwise approved by the City in writing. All subcontractors and subcontracts used by the Consultant will be acceptable to, and approved in advance by, the City. The City approval of any subcontractor or subcontract will not relieve the Consultant of full responsibility and liability for the provision, performance, and completion of the Services as required by this Agreement. All Services performed under any subcontract will be subject to all of the provisions of this Agreement in the same manner as if performed by employees of the Consultant. For purposes of this Agreement, the term "Consultant" will be deemed also to refer to all subcontractors of the Consultant, and every subcontract will include a provision binding the subcontractor to all provisions of this Agreement.

D. Removal of Personnel and Subcontractors. If any personnel or subcontractor fails to perform the Services in a manner satisfactory to the City, then, immediately upon notice from the City, the Consultant will remove and replace the personnel or subcontractor. The Consultant will have no claim for damages, for compensation in excess of the amount contained in this Agreement or for a delay or extension of the Time of Performance as a result of any removal or replacement.

SECTION 4. TERM OF AGREEMENT.

A. Term. The term of this Agreement will commence on September 1, 2026 and will terminate on April 30, 2028, unless extended by mutual agreement by the parties.

B. Termination. Notwithstanding any other provision hereof, the City may terminate this Agreement, at any time and for any reason, upon seven days prior written notice to the Consultant. In the event that this Agreement is so terminated, the Consultant will be paid for Services actually performed and reimbursable expenses actually incurred, if any, prior to termination, not exceeding the value of the Services completed as determined as provided in the Scope of Services.

SECTION 5. CONFIDENTIAL INFORMATION; OWNERSHIP OF WORK PRODUCT AND DOCUMENTS.

A. Confidential Information. In the performance of this Agreement, the Consultant may have access to or receive certain information in the possession of the City that is not generally known to members of the public (***"Confidential Information"***). Confidential Information includes, without limitation, proprietary information, copyrighted material, personal or private data of every kin, financial information, health records and information, maps, and all other information of a personal nature. The Consultant must not use or disclose any Confidential Information, including, without limitation, disclosure through the input, upload, or transmittal to third-party Artificial Intelligence, without the prior written consent of the City. For purposes of this Agreement, Artificial Intelligence means any machine-based system or tool, including generative artificial intelligence, large language models, or automated analytics platforms, that can generate, analyze, or process content, data, or information. Absent such authorization, the Consultant must ensure that Confidential Information is not used to train, fine-tune, or otherwise improve any external Artificial Intelligence. If the Consultant has any doubt about the confidentiality of any information, then the Consultant must seek a determination from the City regarding the confidentiality of the information. The Consultant and all of its personnel and subcontractors must make and apply all safeguards necessary to prevent the improper use or disclosure of any Confidential Information. At the expiration or termination of this Agreement, the Consultant must promptly cease using, and must return or destroy (and certify in writing destruction of), all Confidential Information, including all copies, whether physical or in any other form, in its possession. The Consultant may not transfer to, store in, or otherwise allow work product containing Confidential Information to be located in any location, whether physical or digital, not under the control of the Consultant. If the Consultant is required, by any government authority or court of competent jurisdiction, to disclose any Confidential information, the Consultant must immediately give notice to the City with the understanding that the City will have the opportunity to contest the process by any means available to it prior to submission of any documents to a court or other third party. The Consultant must cause all of its personnel and subcontractors to undertake and abide by the same obligations regarding Confidential Information as the Consultant.

B. Ownership. The Consultant agrees that all work product, in any form, prepared, collected, or received by the Consultant in connection with any or all of the Services to be

performed under this Agreement will be and remain the exclusive property of the City. At the City's request, or upon termination of this Agreement, the Consultant will cause the work product to be promptly delivered to the City. Any outstanding payment obligations may not be used as a basis to withhold work product. The Consultant agrees that, to the extent permitted by law, any and all work product will exclusively be deemed "works for hire" within the meaning and purview of the United States Copyright Act, 17 U.S.C. § 101 *et seq.* subject to the terms of this Agreement. To the extent any work product does not qualify as a "work for hire," the Consultant irrevocably grants, assigns, and transfers to the City all right, title, and interest in and to the work product in all media throughout the world in perpetuity and all intellectual property rights therein, free and clear of any liens, claims, or other encumbrances, to the fullest extent permitted by law. All intellectual property, Confidential Information, and work product will at all times be and remain the property of the City. The Consultant will execute all documents and perform all acts that the City may request in order to assist the City in perfecting or protecting its rights in and to the work product and all intellectual property rights relating to the work product. All of the foregoing items will be delivered to the City upon demand at any time and in any event, will be promptly delivered to the City upon expiration or termination of this Agreement within three days after a demand. In addition, the Consultant will return the City data in the format requested by the City. If any of the above items are lost or damaged while in the Consultant's possession, those items will be restored or replaced at the Consultant's expense.

C. Freedom of Information Act and Local Records Act. The Consultant acknowledges that this Agreement, all documents submitted to the City related to this Agreement, and records in the possession of the Consultant related to this Agreement or the Services may be a matter of public record and may be subject to the Illinois Freedom of Information Act, 5 ILCS 140/1 *et seq*., and any other comparable state or federal laws now existing or adopted later (collectively, the ***"Disclosure Laws"***). In the event that the City requests records from the Consultant, the Consultant must promptly cooperate with the City to enable the City to meet all of its obligations under the applicable Disclosure Law. The Consultant acknowledges and agrees that the determination as to whether information in the records is exempt from disclosure or should be released to the public will be made by the City in its sole and absolute discretion.

D. Injunctive Relief. In the event of a breach or threatened breach of this Section 5, the City may suffer irreparable injury not compensable by money damages and would not have an adequate remedy at law. Accordingly, the Consultant agrees that the City will be entitled to seek immediate injunctive relief to prevent or curtail any breach, threatened or actual. The rights provided under this Section 5.D are in addition and without prejudice to any rights that the City may have in equity, by law or statute. The Consultant will fully cooperate with the City in identifying the scope of any improper use or dissemination of data protected by this Section 5 and will assist the City in any notification efforts required by law.

SECTION 6. WARRANTY.

The Consultant warrants that the Services will be performed in accordance with the highest standards of professional practice, care, skill, and diligence practiced by recognized consulting firms or licensed and accredited professionals in performing services of a similar nature. This warranty is in addition to any other warranties expressed in this Agreement, or expressed or implied by law, which are reserved unto the City. Any of the Services required by law or by this Agreement to be performed by licensed professionals will be performed by professionals licensed by the State of Illinois to practice in the applicable professional discipline.

SECTION 7. CONSULTANT REPRESENTATIONS.

A. Ability to Perform. The Consultant represents that it is financially solvent, has the necessary financial resources, has sufficient experience and competence, and has the necessary capital, facilities, organization, and staff necessary to provide, perform, and complete the Services in accordance with this Agreement and in a manner consistent with the standards of professional practice by recognized consulting firms providing services of a similar nature.

B. Authorization. The execution, delivery and performance by the Consultant of this Agreement has been duly authorized by all necessary corporate action, and does not and will not violate its organizational documents, as amended and supplemented, any of the applicable requirements of law, or constitute a breach of or default under, or require any consent under, any agreement, instrument, or document to which the Consultant is now a party or by which the Consultant is now or may become bound.

C. Company Background. The information disclosed by the Consultant regarding its corporate structure, financial condition, expertise, and experience is true and correct. The Consultant will promptly notify City in writing of any material change to or about the Consultant, including without limitation to change in ownership or control, and any change will be subject to City approval which will not be unreasonably withheld.

D. Conflict of Interest. The Consultant represents and certifies that, to the best of its knowledge: (1) no City employee, official, or agent has an interest in the business of the Consultant or this Agreement; (2) as of the date of this Agreement, neither the Consultant nor any person employed or associated with the Consultant has any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement; and (3) neither the Consultant nor any person employed by or associated with the Consultant will at any time during the term of this Agreement obtain or acquire any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement.

E. No Collusion. The Consultant represents and certifies that the Consultant is not barred from contracting with a unit of state or local government as a result of (i) a delinquency in the payment of any tax administered by the Illinois Department of Revenue unless the Consultant is contesting, in accordance with the procedures established by the appropriate revenue act, its liability for the tax or the amount of the tax, as set forth in Section 11-42.1-1 *et seq.* of the Illinois Municipal Code, 65 ILCS 5/11-42.1-1 *et seq.*, or (ii) a violation of either Section 33E-3 or Section 33E-4 of Article 33E of the Criminal Code of 2012, 720 ILCS 5/33E-1 *et seq.* The Consultant represents that the only persons, firms, or corporations interested in this Agreement as principals are those disclosed to the City prior to the execution of this Agreement, and that this Agreement is made without collusion with any other person, firm, or corporation. If at any time it is found that the Consultant has, in procuring this Agreement, colluded with any other person, firm, or corporation, then the Consultant will be liable to the City for all loss or damage that the City may suffer, and this Agreement will, at the City option, be null and void.

F. Sexual Harassment Policy. The Consultant certifies that it has a written sexual harassment policy in full compliance with Section 2-105(A)(4) of the Illinois Human Rights Act, 775 ILCS 5/2-105(A)(4).

G. No Default. The Consultant is not in arrears to the City under any debt or contract and is not in default as surety, contractor, or otherwise to any person, unless as disclosed the City in writing.

H. No Legal Actions Preventing Performance. As of the Effective Date, the Consultant has no knowledge of any action, suit, proceeding, claim or investigation pending or to its knowledge threatened against the Consultant in any court, or by or before any federal, state, municipal, or governmental department, commission, board, bureau, agency, or instrumentality, domestic or foreign, or before any arbitrator of any kind, that, if adversely determined, would materially affect the Consultant's ability to perform its obligation under this Agreement.

I. Patriot Act Compliance. The Consultant represents and warrants to the City that neither the Consultant nor any of its principals, shareholders, or other employees or officials (collectively ***"Personnel"***) is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person. The Consultant further represents and warrants that the Consultant and its Personnel are not directly or indirectly engaged in or facilitating transactions related to this Agreement on behalf of any person or entity named as a Specially Designated National and Blocked Person. The Consultant must, and will, defend, indemnify, and hold harmless the City and its officials, officers, authorities, and all City elected or appointed officials, officers, employees, agents, representatives, and attorneys from and against every claim, damage, loss, risk, liability, and expense (including attorneys' fees and costs) arising from or related to any breach of the representations and warranties in this Section 7.I.

SECTION 8. INDEMNIFICATION; INSURANCE; NO PERSONAL LIABILITY.

A. Indemnification. The Consultant agrees to, and does hereby, hold harmless and indemnify the City and all City elected or appointed officials, officers, employees, agents, representatives, engineers, and attorneys, from any and all claims that may be asserted at any time against any of those parties in connection with this Agreement or the Consultant's performance, or failure to perform, all or any part of the Services; provided, however, that this indemnity does not, and will not, apply to willful misconduct or gross negligence on the part of the City.

B. Insurance. Contemporaneous with the Consultant's execution of this Agreement, the Consultant will provide certificates of insurance, all with coverages and limits acceptable to the City, and the Consultant must provide certificates of insurance, endorsements, and insurance policies acceptable to the City and including at least the minimum insurance coverage and limits set forth in **Exhibit B** to this Agreement. For good cause shown by the Consultant, the City may extend the time for submission of the required certificates, endorsements, and policies and may impose deadlines or other terms to assure compliance with this Section 8.B. Each certificate and endorsement must be in a form acceptable to the City and from a company with a general rating of A minus, and a financial size category of Class X or better, in Best's Insurance Guide. Each insurance policy must provide that no change, modification, or cancellation of any insurance will become effective until the expiration of 30 days after written notice of the change, modification in, or cancellation will have been given by the insurance company to the City (10 days' written notice in the event of cancelation due to the Consultant's non-payment of premium). The Consultant must maintain and keep in force, at all times during the term of this Agreement and at the Consultant's expense, the insurance coverage provided in this Section 8.B and **Exhibit B**, including without limitation at all times while correcting any failure to meet the warranty requirements of Section 6 of this Agreement.

C. No Personal Liability. No elected or appointed official, or employee of the City will be personally liable, in law or in contract, to the Consultant as the result of the execution and performance of this Agreement.

SECTION 9. DEFAULT.

A. Default. If the City determines that the Consultant has failed or refused to properly undertake the Services with diligence, or has delayed in the undertaking of, the Services with diligence at a rate that assures completion of the Services in full compliance with the requirements of this Agreement, or has otherwise failed, refused, or delayed to perform or satisfy the Services or any other requirement of this Agreement (***"Event of Default"***), and fails to cure any the Event of Default within ten days after the Consultant's receipt of written notice of the Event of Default from the City, then the City will have the right, notwithstanding the availability of other remedies provided by law or equity, to pursue any one or more of the remedies provided for under Section 9.B of this Agreement.

B. Remedies. In case of any Event of Default, the City may pursue the following remedies:

1. Cure by the Consultant. The City may require the Consultant, within a reasonable time, to complete or correct all or any part of the Services that are the subject of the Event of Default; and to take any or all other action necessary to bring the Consultant and the Services into compliance with this Agreement;

2. Termination of Agreement. The City may terminate this Agreement and, notwithstanding anything in Section 3.C. of this Agreement, the City will not have any liability for further payment of amounts due or to become due under this Agreement;

3. Withholding of Payment. The City may withhold from any payment, whether or not previously approved, or may recover from the Consultant, any and all costs, including attorneys' fees and administrative expenses, incurred by the City as the result of any Event of Default by the Consultant or as a result of actions taken by the City in response to any Event of Default by the Consultant.

SECTION 10. GENERAL PROVISIONS.

A. Amendment. No amendment to this Agreement will be effective unless and until the amendment is in writing, properly approved in accordance with applicable procedures, and executed.

B. Assignment. Neither Party may assign their rights or obligations under this Agreement without the prior written consent of the other party.

C. City Actions, Consents, and Approvals. Any action, consent, or approval needed to be taken or given under this Agreement by the City may only be performed by the City Manager or their designee, to the extent provided for by law.

D. Binding Effect. The terms of this Agreement bind and inure to the benefit of the Parties and their agents, successors, and assigns.

E. Notice. Any notice required to be given under this Agreement must be in writing and must be delivered (i) personally, (ii) by a reputable overnight courier, (iii) by certified mail, return receipt requested, and deposited in the U.S. Mail, postage prepaid, or (iv) by E-mail. E-mail notices will be deemed valid and received by the addressee only upon explicit or implicit acknowledgment of receipt by the addressee. Unless otherwise expressly provided in this Agreement, notices will be deemed received upon the earlier of (a) actual receipt; (b) one business day after deposit with an overnight courier as evidenced by a receipt of deposit; or (c) three business days following deposit in the U.S. mail, as evidenced by a return receipt. By notice complying with the requirements of this Section 10.E, each party will have the right to change the address or the addressee, or both, for all future notices to the other party, but no notice of a change of addressee or address will be effective until actually received.

Notices to the City will be addressed to, and delivered at, the following address:

City of Highland Park
1707 St. Johns Avenue
Highland Park, Illinois 60035
Attention: City Manager
E-mail: gneukirch@cityhpil.com

With a copy to:

Elrod Friedman LLP
350 N. Clark Street, Second Floor
Chicago, Illinois 60654
Attention: Steven M. Elrod, Corporation Counsel
E-mail: steven.elrod@elrodfriedman.com

Notices to the Consultant will be addressed to, and delivered at, the following address:

_____
_____
_____
Attn: _____

F. Third Party Beneficiary. The provisions of this Agreement are and will be for the benefit of the Consultant and City only and are not for the benefit of any third party, and accordingly, no third party has the right to enforce the provisions of this Agreement. The City will not be liable to any vendor or other third party for any agreements made by the Consultant, purportedly on behalf of the City, without the knowledge and approval of the Corporate Authorities.

G. Severability. If any term, covenant, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the City will have the right, in its sole and absolute discretion, to determine if (i) the remainder of the provisions of this Agreement will remain in full force and effect and will in no way be affected, impaired, or invalidated, or (ii) the entire agreement is invalid, void, and unenforceable.

H. Time of the Essence. Time is of the essence in the performance of this Agreement.

I. Governing Laws. This Agreement will be interpreted according to the internal laws, but not the conflict of laws rules, of the State of Illinois.

J. Venue. Exclusive jurisdiction with regard to the any actions or proceedings arising from, relating to, or in connection with this Agreement will be in the Circuit Court of Lake County, Illinois or, where applicable, in the federal court for the Northern District of Illinois. The Parties waive their respective right to transfer or change the venue of any litigation filed in the Circuit Court of Lake County, Illinois.

K. Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes any and all previous or contemporaneous oral or written agreements and negotiations between the City and the Consultant with respect to the Scope of Services and the Services.

L. Non-Waiver. No waiver of any provision of this Agreement will be deemed to or constitute a waiver of any other provision of this Agreement (whether or not similar) nor will any waiver be deemed to or constitute a continuing waiver unless otherwise expressly provided in this Agreement.

M. Exhibits. Exhibits A and **B** attached to this Agreement are, incorporated in and made a part of this Agreement. In the event of a conflict between any Exhibit and the text of this Agreement, the text of this Agreement will control.

N. Rights Cumulative. Unless expressly provided to the contrary in this Agreement, each and every one of the rights, remedies, and benefits provided by this Agreement will be cumulative and will not be exclusive of any other rights, remedies, and benefits allowed by law.

O. Consents. Unless otherwise provided in this Agreement, whenever the consent, permission, authorization, approval, acknowledgement, or similar indication of assent of any party to this Agreement, or of any duly authorized officer, employee, agent, or representative of any party to this Agreement, is required in this Agreement, the consent, permission, authorization, approval, acknowledgement, or similar indication of assent must be in writing.

P. Interpretation. This Agreement will be construed without regard to the identity of the Party which drafted the various provisions of this Agreement. Every provision of this Agreement will be construed as though all Parties to this Agreement participated equally in the drafting of this Agreement. Any rule or construction that a document is to be construed against the drafting party will not be applicable to this Agreement.

Q. Survival. The provisions of Sections 2.C, 5, and 8 will survive the termination or expiration of the Agreement.

R. Calendar Days; Calculation of Time Periods. Unless otherwise specific in this Agreement, any reference to days in this Agreement will be construed to be calendar days. Unless otherwise specified, in computing any period of time described in this Agreement, the day of the act or event on which the designated period of time begins to run is not to be included and the last day of the period so computed is to be included, unless the last day is a Saturday, Sunday or legal holiday under the laws of the State in which the Property is located, in which event the period will run until the end of the next day which is neither a Saturday, Sunday or legal holiday. The final day of any period will be deemed to end at 5:00 p.m., Central time.

S. Counterpart Execution. This Agreement may be executed in several counterparts, each of which, is deemed to be an original, but all of which together will constitute one and the same instrument.

ATTEST:

By: _____
Ashley Palbitska, Deputy City Clerk

CITY OF HIGHLAND PARK

By: _____
Ghida Neukirch, City Manager

ATTEST:

By: _____

Title: _____

CONSULTANT

By: _____

Its: _____

EXHIBIT A

SCOPE OF SERVICES

City of Highland Park, IL
Comprehensive Plan Update Scope of Services

The Update of the City of Highland Park's (Master) Comprehensive Plan is intended to:

- Reflect the initiatives, plans and legislative changes enacted since the last update,
- Review internal consistency among various planning documents, and
- Re-examine select policies to ensure alignment with current needs and goals.
- Identify operational / implementation plans that should be commissioned subsequent to the comprehensive plan, including scope and rough cost estimates for those subsequent plans for budgeting purposes.

PROJET TASKS

Existing Conditions Report. The existing conditions report should include a thorough review of the City's existing plans and legislative actions as they relate to land use and economic development such as newly adopted zoning amendments, past economic development analyses, and the existing comprehensive plan. Additionally, the Consultant should review the recent history of development proposals in the City to identify common community issues and concerns. Feedback from City staff, key stakeholders and the Steering Committee will aid in the identification of key policy issues during this update process.

Housing Report. The City's 2003 Housing Plan underpins the City's Affordable Housing Program. The data and analysis in this plan should be updated and expanded as appropriate to capture program accomplishments, and align with current day policy etc.

Economic Assessment Report. The report will describe and analyze Highland Park's economy, identify what drives it and how strategic economic incentives, programming and infrastructure investments can leverage place making and more vibrancy. This report will analyze socio-economic and demographic data and assess the City's economic role in, the North Shore area, Lake County, and the Chicagoland area; and identify strategic opportunities to enhance its competitiveness as a place to live and operate a business.

Internal Consistency Report. The City has developed plans over the years that should be in some form incorporated into this update, and updated only where necessary or desired through The Update. The consultant will analyze the City's existing plans to identify and address policy inconsistencies as part of a collaborative plan making process. This will aid the development of a robust Update that consists of internally consistent and mutually supportive policies, goals and initiatives.

Stakeholder Engagement & Communication. Stakeholder engagement will include a kick-off meeting, key stakeholder interviews, facilitated focus group discussions, plan website, survey, public open houses, workshop events, and other public meetings/events.

Design Guidelines Update. Update/Create Design Guidelines for Central District and Ravinia District.

Preliminary Findings, Themes & Recommendations Document. The consultant will develop and present preliminary findings, themes and recommendations based on public outreach, staff and key stakeholder input and the reports above. The purpose of this working document deliverable is to vet key findings, themes and recommendations before expending significant resources on the preparation of the draft plan. This intermediate deliverable is intended for City Staff review and will be vetted by the Steering Committee before work developing The Update begins.

Draft Plan. The Consultant will develop a Draft Plan for review that reflects the ideas, needs, and assessments identified in the prior project phases.

Final Review Draft Plan. The Consultant should prepare a final plan based on the comments collected regarding the Draft Plan by City staff, the Steering Committee, stakeholders, and ultimately the City Council. The Draft Final Plan will be presented conjointly by City staff and the Consultant team to the City's Plan and Design Commission for their review and feedback through a public hearing process after which it will make a recommendation to the City Council for consideration and adoption. The Consultant should assume a series of public meetings will be necessary beyond those associated with community outreach including informal presentations to the Plan and Design Commission, City Council Committee of the Whole, and including formal public hearings.

Form Final Deliverables. Comprehensive Plan Update Website. Ten (10) hard copies of the Final Plan, one or more .pdf files of all relevant documents and presentations from Update development to final presentation, and one (1) digital version of all materials in their native format editable for use beyond this project, including project website materials compatible with, or preferably developed for the City's website.

Translation Services. The consultant will provide translation of all public facing engagement materials, the project website, the comprehensive plan executive summary and the full comprehensive plan. Translation services will be available at all public events.

PROJET FOCUS AREAS

Land Use & Zoning for the Skokie Valley Corridor.

- Currently this corridor and surrounds has vacant land that presents redevelopment possibilities that represent a challenging set of trade-offs related to quality-of-life and economic development for the community. The consultant should review zoning and land use in the corridor to ensure it reflects the desired vision for the community.

Commercial Districts

- Central District (downtown) – Review, update and reaffirm the Central District Land Use and Urban Design Study; integrate it with an updated Streetscape Conceptual Design Plan and reconcile this with earlier Central District Plan as appropriate.
    - The 2015 downtown zoning initiative has spurred significant private investment in downtown. A comprehensive plan update will explore additional strategies for encouraging development in and around downtown. It can also review development and use opportunities for City owned parking lots.
- Central District and Ravinia District – Are the uses permitted aligned with what the city wants to see develop? Ensure the desired future development for these areas align with the City's zoning and land use development polices and codes.
- Update/Create Design Guidelines for Central District and Ravinia District

Highland Park / Highwood Border & Unincorporated Area Bordering Highland Park

- Revisit zoning for properties and areas close to and bordering Highwood.
- Develop future development vision for the eventual development the Federally owned unincorporated land north of the City, including zoning, open space, and relationship to the Fort Sheridan neighborhood considerations regarding building design and transportation connections.

Governmental Facilities and Land Use

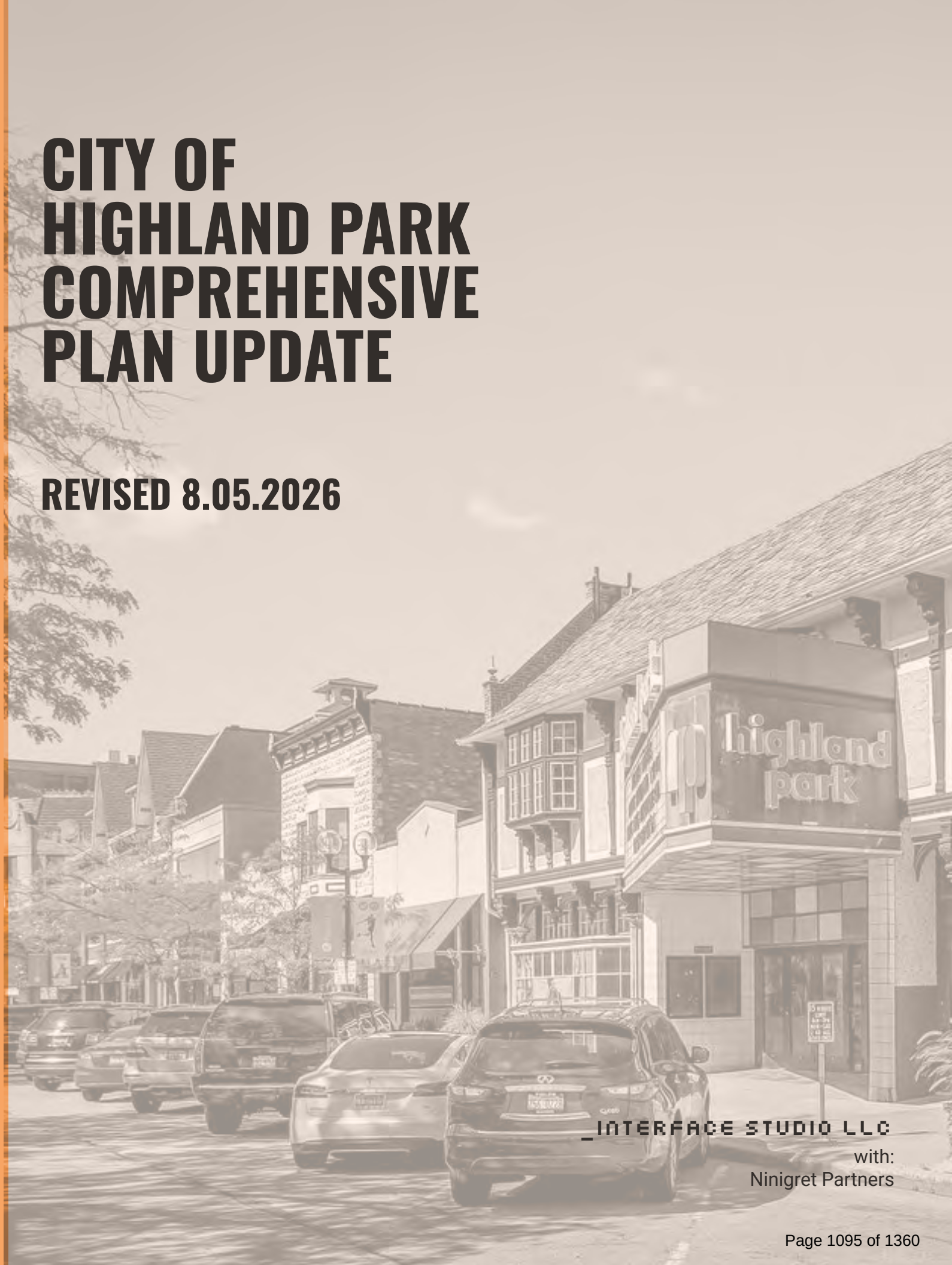
- Public Activity / Open Space Zoning.
    - Park, School, Forest District and other governmental entities.
- Identify development goals, strategies and options for City property, including parking lots, particularly those in and around downtown.

Government Resources, Social Support Systems and Community Resiliency. Social service infrastructure – Legal Clinic, Affordable Housing, other Gov't Partnerships.

The selected consultant will work under the direction of the City Steering Committee. The selected consultant will lead the planning process and develop project deliverables with oversight from the Community Development Department. Drafts of all deliverables must be provided to the Community Development Director for review at least three (3) weeks prior to release to the Steering Committee. Nothing shall be released to the public without Steering Committee and City staff approval.

CITY OF HIGHLAND PARK COMPREHENSIVE PLAN UPDATE

REVISED 8.05.2026



_INTERFACE STUDIO LLC
with:
Ninigret Partners



Millville Play Street Engagement, Millville, NJ

_INTERFACE STUDIO

August 5, 2026

Joel Fontane,
Director of Community Development,
1150 Half Day Road,
Highland Park, IL 60035

City of Highland Park Comprehensive Plan Update

On behalf of Interface Studio, I am pleased to submit our qualifications to support the City of Highland Park in developing the Comprehensive Plan.

Interface Studio LLC is a planning and urban design practice based in Philadelphia with an office in Brooklyn. Since our founding in 2004, we've focused on creatively addressing the challenges and opportunities unique to active, diverse communities. We blend research, design, and public visioning to develop bold, implementable plans—recognized with 11 APA National Planning Awards. Scott Page, founder of Interface Studio, will serve as Principal-in-Charge, and Ben Bryant, Sr. Associate, will serve as Project Manager.

Our role, if selected, is to enable informed decisions about how best to develop a shared vision for Highland Park's future, preserve the local character of Highland Park's diverse neighborhoods while managing sustainable growth, develop a future land use plan tied to mobility and infrastructure realities and opportunities, guide public investment, and move forward according to a detailed plan of action. To support this effort, we've teamed with Ninigret Partners, who bring deep knowledge and expertise to the areas of economic development, fiscal impact, and implementation.

Our pitch is simple: Highland Park needs a plan that is laser-focused on implementation. We can get you there. Our team brings a record of implementation that stems from our commitment to collaboration, adaptability to unexpected challenges, and grounding in the realities of municipal action. With tightening funding streams, growing housing pressure, a worsening climate crisis, and an increasingly diverse population with a variety of needs and concerns, it will not be enough to produce beautiful renderings or even defensible scenarios of possible futures. Our team is ready to work hand-in-hand with City staff and the public to lay out the path to an inclusive and exciting future for Highland Park.

Our team brings collaboration, vision, and the graphic capabilities to generate excitement for the next chapter in Highland Park's evolution. We have extensive experience planning for growing cities in the areas of land use and zoning, urban design, transportation, economic development, economic assessments, housing policy, placemaking, graphic design, marketing, and public engagement. We are a team that brings both local knowledge and national expertise with the tools to help navigate today's most pressing challenges faced by inner-ring suburbs around housing, redevelopment, mobility, open space and natural resources, sustainability, and climate resiliency.

We are poised to hit the ground running and appreciate the opportunity to present our team's qualifications.

Please feel free to contact me with any questions.



Scott Page, Founder & Principal

215-370-6807
scott@interface-studio.com

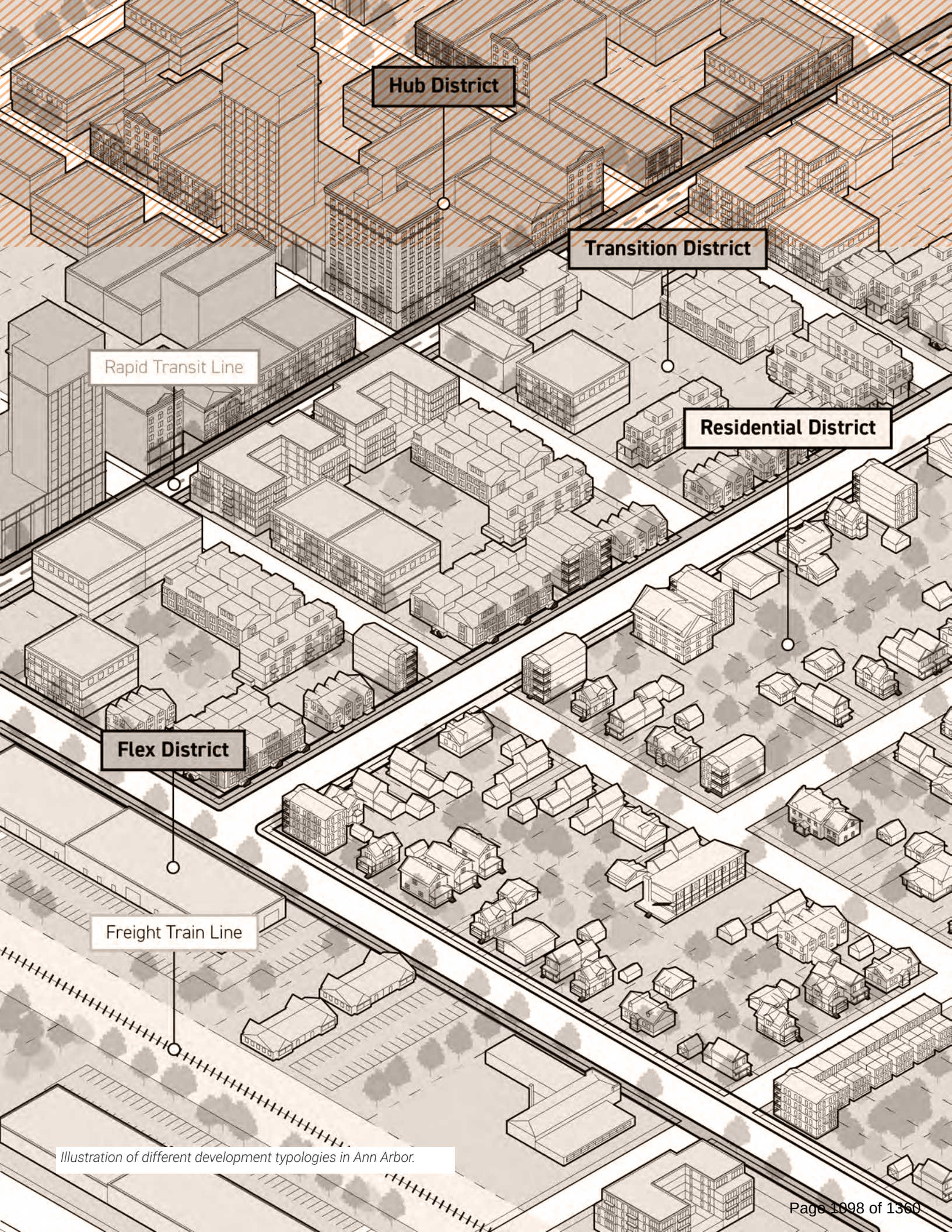


Illustration of different development typologies in Ann Arbor.

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ABOUT THE TEAM

Interface Studio has assembled a team that is both highly experienced and deeply integrated. **We are long-time collaborators who have worked together across multiple projects and share a common approach, language, and commitment to delivering plans that lead to action.**

Interface Studio will lead the effort, bringing national expertise in comprehensive planning, urban design, and implementation. Our work is grounded in data, shaped through engagement, and focused on helping communities make informed decisions and move forward. We are joined by Ninigret Partners, a firm we regularly collaborate with that brings critical strengths in economic strategy.

Ninigret Partners strengthens the team with a rigorous understanding of economic conditions, market dynamics, and fiscal impacts. Their work ensures that recommendations are grounded in economic reality and aligned with the City's long-term financial health, reinforcing the connection between vision and implementation. We recently worked with Ninigret Partners on comprehensive planning efforts in Ann Arbor, where economic and fiscal analysis were fully integrated into land use and policy recommendations.

Together, this team combines national experience and technical expertise with a shared commitment to collaboration and engagement. We are aligned in how we approach planning, how we engage communities, and how we move from ideas to action. Just as importantly, we enjoy working together, and that shows in the clarity, efficiency, and quality of the work.

_INTERFACE STUDIO

Ninigret | Partners

Through the RFQ interview process, we gained a clearer understanding of Highland Park's priorities. What stood out to us is a community that is ready to engage directly with these issues and move toward decisions.

We care about getting this right. Our goal is not just to deliver a plan, but to lead a process that is clear, focused, and meaningful for the community. We want this work to result in something the City will actively use. A document that helps guide decisions, align partners, and move projects forward. That means being thoughtful about how we engage, honest about trade-offs, and disciplined in translating ideas into action.

ORGANIZATIONAL CHART

Interface Studio LLC will serve as the lead planning and urban design firm for the team. To fully realize the potential of this work, Interface Studio has teamed with frequent collaborator Ninigret Partners.

Our Project Manager is Ben Bryant, AICP, a Sr. Associate at Interface Studio. Ben has over 15 years of experience and has led some of Interface Studio's work in economic development, parks and comprehensive planning.



PROJECT APPROACH

Highland Park stands at a pivotal moment. Since 2001, the city has worked on an array of plans—MoveHP, the Affordable Housing Plan Update, Historic Preservation Plan, Central District Plan, Ravinia Streetscape Plan, and numerous neighborhood strategies. Each reflects thoughtful work, but they operate in siloes. This comprehensive plan must weave these threads together into a unified, implementable vision. The process should also chart a course for the future driven by this foundation and thoughtful, high-quality engagement.

Through our ongoing work in Highland Park, we see a community ready to move forward. This is not a place that needs convincing to plan. It is a place that is ready to take on the harder questions about growth, change, and long-term sustainability, and to translate those conversations into action.

GROUND THE PLAN IN REAL-WORLD CONDITIONS & TRADE-OFFS

Highland Park is already experiencing the tension between growth and preservation. The question is not whether change will occur, but how it will be shaped.

Our approach is to engage that tension directly. We ground the conversation in data and lived experience to clarify where pressures exist, what constraints are real, and where there is genuine opportunity. From there, we use clear and highly visual tools to show how different development patterns could fit within Highland Park's distinct neighborhoods and districts. We are adept at translating complex data and concepts, and helping residents and stakeholders understand trade-offs, so that they are able to provide informed input. Our attention to data visualization and messaging is critically important to capturing the public's attention. Maps, photographs, and renderings can make or break a project.

When care is put into developing project images, the public responds, and the plan is afforded more consideration and excitement. We will use our graphics and data to help tell the story of Highland Park today and how it could be in the near future. We have included examples in this proposal of the spirit with which we approach our graphics and illustrations.

We are explicit about trade-offs. Conversations about housing, commercial reinvestment, and mobility are framed in terms of real impacts on traffic, fiscal health, neighborhood character, and long-term resilience. This helps move the conversation beyond abstract preferences and toward informed decision-making. Highland Park has already shown it can navigate these conversations successfully. This plan builds on that foundation.

DRIVE CROSS-SECTOR COLLABORATION TO SET CLEAR, ACTIONABLE PRIORITIES

One of the core challenges in Highland Park is not a lack of planning, but a lack of integration. Land use, transportation, housing, and economic development have all been studied, but not always aligned.

Our role is to bring these systems together and identify clear priorities for action. This means understanding where infrastructure and services can support additional growth, where housing diversity is both feasible and appropriate, and where commercial areas can evolve to better serve the community.

We focus on what is realistic and implementable. That includes aligning land use with infrastructure capacity and mobility networks, identifying where investment can have the greatest impact, and understanding the fiscal and market implications of different choices. The result is a plan that is both aspirational and grounded in how Highland Park actually works.

COORDINATE ACROSS PARTNERS & BUILD MOMENTUM

Many of the issues facing Highland Park extend beyond City boundaries and involve multiple partners. Coordination is not a side task, it is central to implementation.

We structure the process with clear communication protocols, defined roles, and regular coordination points to keep partners aligned. At the same time, we work closely with local leadership throughout the process. Rather than saving key conversations for the end, we build understanding and alignment incrementally so that the plan is positioned for adoption and action.

ENGAGE MEANINGFULLY

Your previous planning matters enormously to how we approach engagement. We want to make sure we honor work that has already been done: early materials will summarize what has been studied and heard so we reduce repetition and engagement fatigue, and clearly demonstrate how this plan connects to and builds on prior efforts.

But building on the past is only part of the task. Highland Park is an increasingly diverse community, and engagement must reflect that diversity. We approach this as a communications and marketing challenge. That means comprehensive stakeholder mapping from the outset, identifying not just who to reach but how, when, and through whom. Different audiences—residents, business owners, developers, faith communities, youth, newer residents and immigrant communities—will be engaged through tailored methods and at the right moments in the process.

CONNECT VISION TO IMPLEMENTATION

A comprehensive plan only matters if it leads to action. From the outset, we focus on how the plan will be used.

We translate ideas into clear actions by identifying priorities, responsible parties, and sequencing. We connect recommendations to policy, capital planning, and partnerships so that implementation can begin immediately and continue over time. We also define measurable outcomes so the City can track progress and adjust as needed.

The result is a plan that provides direction, builds alignment, and creates a clear path forward for Highland Park.

SCOPE OF WORK

1. PROJECT MANAGEMENT & INITIATION

Kick-Off Meeting & Project Management Plan

Interface Studio will coordinate with the City of Highland Park to design a planning process and cadence of meetings and milestones that ensure the project proceeds in a logical and timely fashion while maintaining flexibility as the process evolves.

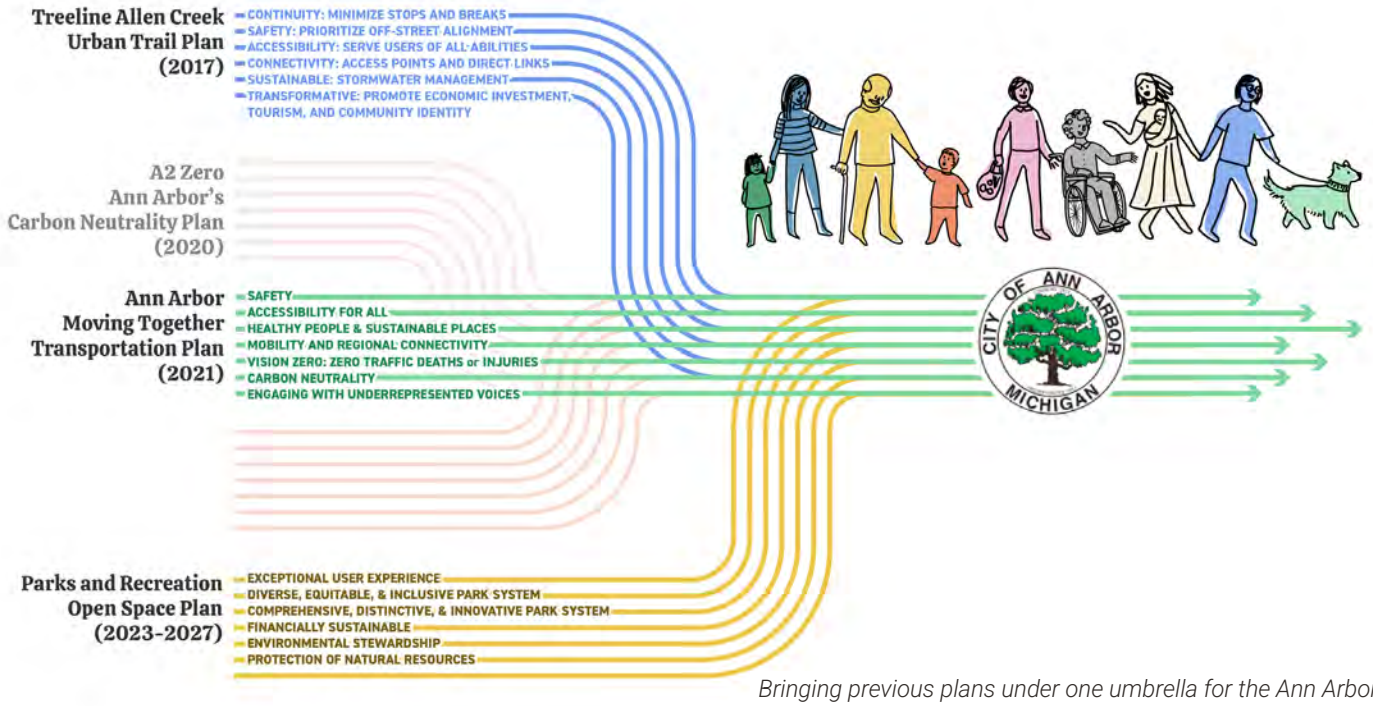
Interface Studio will set the agenda and schedule for the the kick-off meeting and first consultant team trip to Highland Park. At the kick-off meeting, we will clarify the project purpose and goals and regular coordination calls with the internal team to check in on the schedule, milestones, and any upcoming deliverables or public events. Interface will create a file-sharing system for the internal team members and maintain documentation and reporting, including agendas, meeting notes and engagement summaries.

During this first trip and kick-off meeting, we will look to the Client to advise on walking tours, stakeholder identification, background data, and previous plan collection.

Establish Graphic & Messaging Standards

Interface Studio will lead production of graphic, messaging standards, project brand, and visual identity. The Client will facilitate coordination with the City's Communications team for background design guideline materials and will setup a meeting between Interface and the Communications team for one (1) review of draft proposed graphic and messaging standards for the planning process. The draft is anticipated to include:

- Project logo/wordmark design with two initial concepts and refinement
- Logo usage guidelines ensuring consistent application across all materials
- Color palette specifications for print and digital applications
- Key messaging framework, including project tagline and messaging for different target audiences.

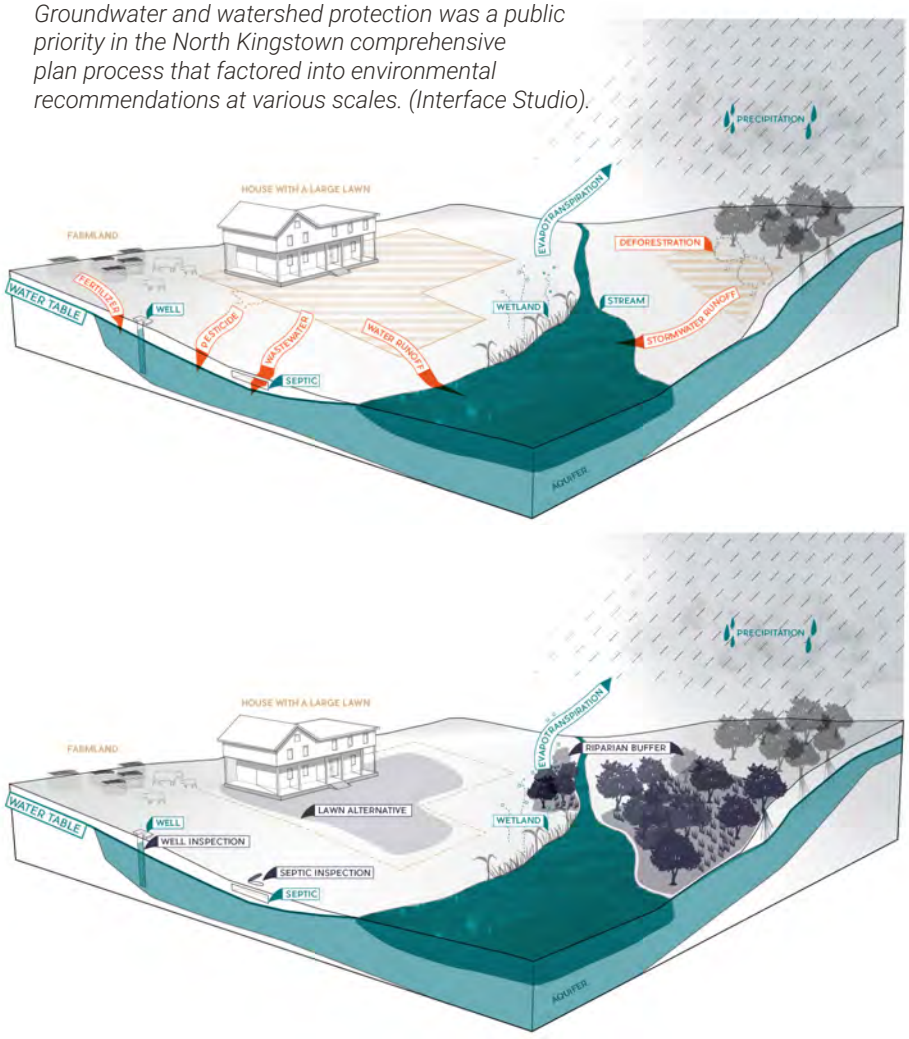


Bringing previous plans under one umbrella for the Ann Arbor Comprehensive Plan

PHASE 1 DELIVERABLES

- Project brand and visual identity
- Project schedule

Groundwater and watershed protection was a public priority in the North Kingstown comprehensive plan process that factored into environmental recommendations at various scales. (Interface Studio).



2. PREPARE AN INVENTORY AND ANALYSIS

Collection of Base Information

At the outset of the project, Interface Studio will prepare a collective data request for the necessary files and documents pertaining to the City and region. Interface will manage the GIS data and analysis done by the team, and provide updated files back to the City.

Existing Plans and Projects Review

The team will review all recent reports, plans, proposed development projects, permits, capital expenditures, and zoning changes. Strategies and proposed investments will be summarized graphically for discussion purposes to understand the context of the project and help us integrate and build on previous work.

Data Analysis

The team will develop an existing conditions analysis and create graphically-compelling presentations of the findings to share with the City, steering committee, other committees and boards, elected officials and members of the public. As part of this task, the team will meet with the City departments, boards and committees to review projects, priorities and critical alignments for the comprehensive plan across the elements of the plan. Key stakeholder interviews, such as with business groups, brokers, developers, will be used to understand key issues.

The inventory and analysis will address (at minimum):

- Land use and development patterns
- Housing (types, affordability, demographics, needs)
- Economic conditions and trends
- Transportation/mobility and access
- Infrastructure systems (sanitary sewer, drainage/ stormwater, waterlines, telecommunications, etc.)
- Parks, recreation, and civic facilities
- Cultural resources and historic preservation
- Open space, natural resources, and agriculture

The analysis will explicitly incorporate emerging trends and issues including (but not limited to):

- work-from-home and retail shifts
- demand changes for medical/warehouse/flex spaces
- accessibility/universal design; climate change/ resiliency
- renewable energy; green infrastructure

- EVs; micro-mobility
- evolving housing forms
- workforce housing
- aging infrastructure
- relevant regulatory changes

Interface Studio will provide overarching project management, guide the team's analysis, and ensure consistency of deliverables. Interface will lead on the analysis with an eye toward highlighting the interplay between housing, economic development, natural features preservation and sustainability, focusing on the alignment of land use and transportation.

Housing Context

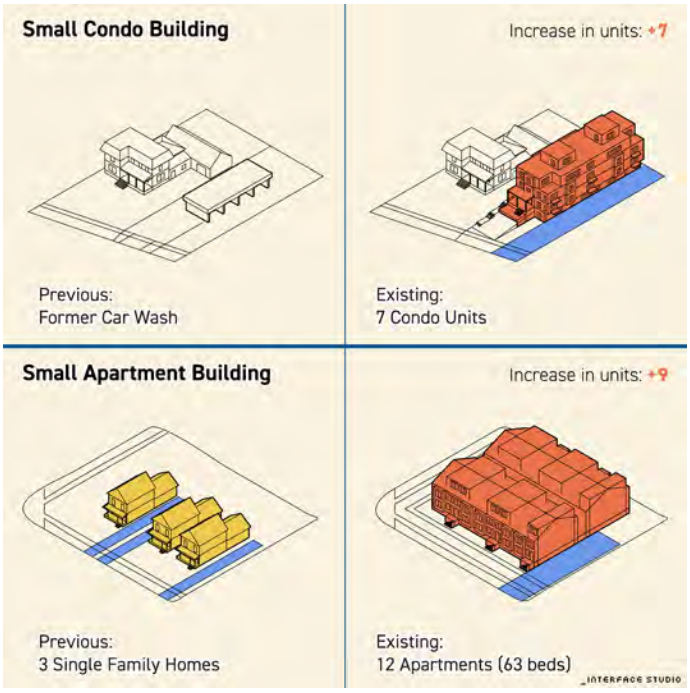
Review of existing work, policies and programs. The Team will work with Staff to collect and understand relevant local and regional plans and studies (completed or underway) with respect to housing. Our team will discuss the previous housing plan from 2003 to determine the ways in which the information was useful and what new approaches are needed to capture Highland Park's housing challenges today.

Existing housing stock assessment. The Team will prepare an existing housing assessment for Highland Park. This will include using existing permit data, assessor's data, American Community Survey and real estate It will include:

- A windshield survey to visually document the range of housing stock and conditions.
- Analyze Tax Assessors' data on housing to assess housing type, size, age, condition, and sales (based on available county or municipal data)
- Analyze building permit data (based on local government data availability) including rehab permit data, as well as certificates of occupancy for new units
- Analyze local subsidized housing and middle-income / workforce housing programs
- Understand new multifamily construction unit types (as well the bedroom mix)

Socio-demographic assessment. The Team will prepare a socio-demographic assessment to understand housing needs based on demographic and life-stage. Indicators to be assessed may include:

Housing analysis of existing and potential infill to increase density in different zones.





- Population projections
- Age and income distribution by tenure
- Household structure types and size, formation rates
- Population migration / resident turnover rates
- Commuting patterns
- Profiles of affordability and key drivers of affordability related to population or construction
- Determine amount of naturally occurring affordable housing (NOAH)
- Evaluate Propensity to Change based on quantifying the number of housing units where the proportion of homeowners near or at retirement age is high. Mapping these areas to highlight where services may be impacted in the future.

Assess housing needs. The above information will be combined to assess "housing need" including price points and unit types.

Economic Context

The team will examine Highland Park's economy from three perspectives; its employment base, the employment of its residents, and revenue generation.

The team will address the following questions:

- **City employment base:** What industries and jobs are in the community? How does that compare to the region? What are the performance trendlines in those industries? What is the state of the real estate market (commercial, office, flex) and employment corridors/districts (age, quality, vacancy)? What is the physical reach of these businesses in terms of commuting workers (commuting shed) and visitors (catchment areas)? Are there seasonality issues that impact certain types of businesses? How do the city's incentive packages compare to "competitor" communities?
- The team will also look at the **commercial corridors across the city** to understand their positioning and commercial mix (neighborhood vs destination), SSA activity and capacity, identify any "experience" issues
- **Resident employment:** What are their occupations and education levels? What is the age structure? What industries are residents of Highland Park working in? How does that compare to the industry mix in the city? Across the region how are those industries performing? Are there concentrations in some industries/occupations that may be at risk for change over the next decade that could impact Highland Park? For those not working in the city where do they work? How many are self-employed?
- **Revenue generation:** What are the trend lines for key sources of revenue (property taxes, sales taxes, selected fees) generated by business activity in the city? How does that compare to other communities? What is the revenue yield for different types of businesses/building types (non residential only)? Are there undervalued/aging areas of Highland Park that may present opportunities for change and redevelopment?

To address these questions a combination of selected interviews/ discussion groups, primary and third-party data sources, and "mystery shopper" approaches will be used to provide hard data and contextual information to create the assessment. Moreover, these elements will be combined to provide Highland Park with a comprehensive picture of its economy with the key drivers, and subsequent impacts on the city's financial health. This approach to economic analysis will support this plan in prioritizing service programming and future land use / development.

Land Use Typologies And Opportunity Mapping

The technical analysis from prior tasks will produce an existing land use map overlaid by sites and areas that are susceptible and/or desired to change. Our charge is to develop future land use alternatives that are in line with the community-driven City values, based upon research and analysis, community input, and provide an exciting, inspiring vision for the future of Highland Park.

The future land use alternatives need to consider a few factors:

- Typologies of development. What are the current development typologies in Highland Park? How do these currently align with the current land use designations? Are there typologies that need to be considered that are not frequently found in the City? This work will provide a graphic review of development patterns in Highland Park.
- Current land use designations. Should changes be made to existing designations including expanding or merging any land use categories? We will consider the range of flexibility in both the form and uses of different land use patterns.
- Identify locations / areas of Highland Park that should be preserved. These places are likely not changing due to local values, the need to protect the environment and/or to continue providing critical city services and utilities.
- Identify those locations that could change. Development and market pressures, undesirable or changing existing uses and other factors will reveal those places that are likely going to change or should change to better achieve the vision of Highland Park. For these locations, our team will develop alternative uses for discussion and provide an analysis of trade-offs including fiscal, sustainable, and equitable considerations to the City, residents and partners.
- Neighborhood-scale sustainability. There are significant climatic and environmental issues facing Highland Park, including the need to prepare for climate change (warmer temperatures, shorter winters, increased precipitation with more severe precipitation events, and extreme heat and drought). Land use planning is an impactful tool that the City of Highland Park has to promote sustainability, assess vulnerabilities, and improve decarbonization from different users.

Once we have classified each land use into a typology, we need to align the City's vision and goals with the opportunities on the ground. Given varied conditions across the city—demographic, ecological, market, or otherwise—the evaluation process will allow for flexibility and customization by goal area. In other words, different goals will lead to different priorities depending upon what we are trying to achieve. Our process is data-driven but how we use that data to best identify different kinds of unique priorities for the City is the value we bring to this work.

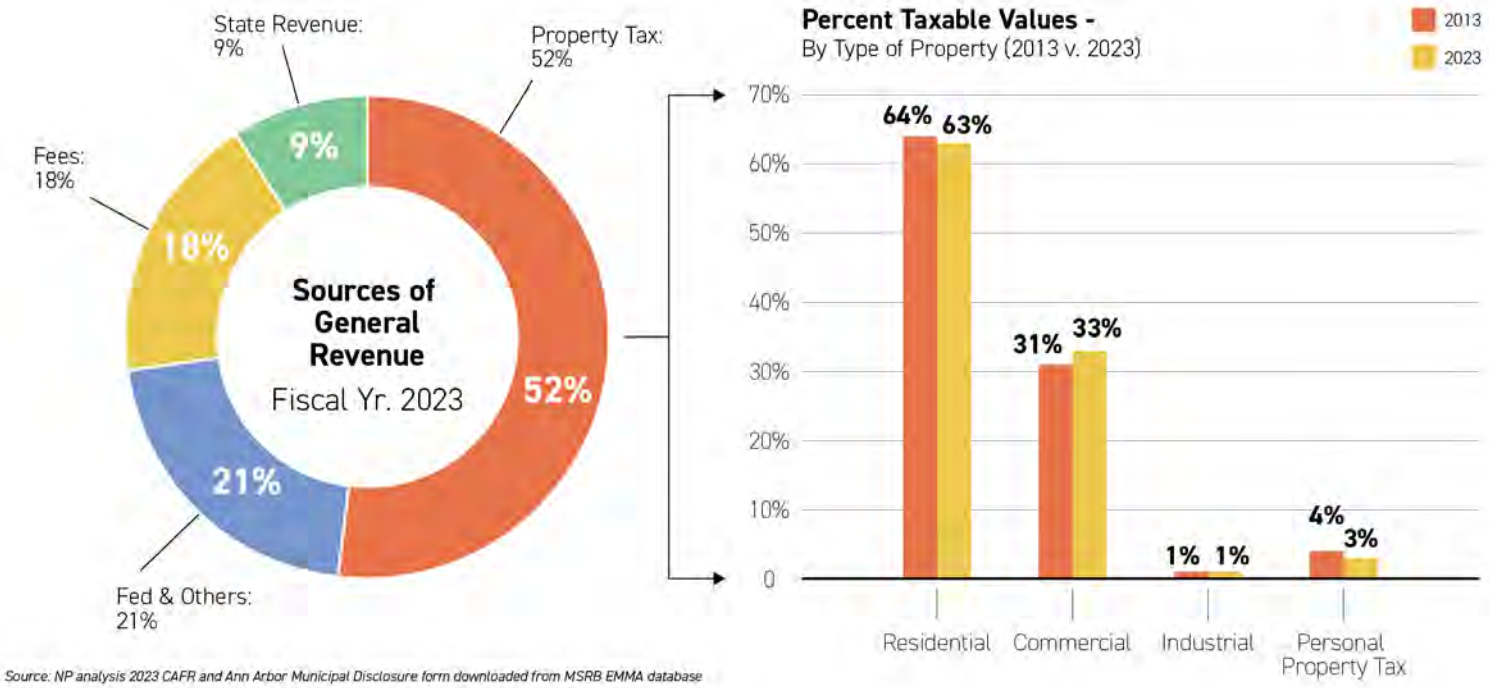
We will bring together selected indicators to serve as evaluation criteria and overlay datasets using GIS composite analysis to help illustrate the degree to which different areas could be used to address different challenges and opportunities in the City. We expect that this process will identify priorities across the city that reflect the diverse economic conditions of Highland Park.

Policy Alignment

Land use policy is tied to other City policies and regulations. As we identify opportunities across the community, our Team will be reviewing potential land use changes in the context of existing policies. The goal is to identify any barriers to implementation but also opportunities for policy alignment to achieve specific goals whether that is around parks, housing or economic development.

PHASE 2 DELIVERABLES

- Full data analysis
- Summary slideshow report of existing conditions
- Summary of existing plans as a tool for consultants and city staff to track strategies across plans



Source: NP analysis 2023 CAFR and Ann Arbor Municipal Disclosure form downloaded from MSRB EMMA database

From work completed with Ninigret Partners in Ann Arbor for their comprehensive plan. A review of their budget and revenue sources. We used this as a part of a "budget basics" discussion with key stakeholders.

INNOVATIVE ENGAGEMENT: A FEW TOOLS

Interface Studio is known for its innovative and successful public engagement techniques. We have won 11 National Planning Excellence Awards from the APA based on our track record of public outreach.



Pop-up meetings across Durham, NC broadened engagement, creating new connections with people that normally avoid public processes.





Our neighborhood newspaper in Delray, Detroit. The paper came with a tote bag (branded!) and worksheets for contactless engagement during COVID.





Free admission to the Delaware Children's Museum for the Wilmington Comprehensive Plan gave residents of all ages a fun way to get involved.



Big Idea chalkboard deployed in Lewiston, ME.

3. PUBLIC ENGAGEMENT AND VISIONING

The tasks below represent a mix of potential tools and activities for which we would lead or support by developing materials for City staff and partners to take out to the public. Interface Studio will be designing engagement materials and collaborating closely with local staff to fully execute each wave of engagement activities throughout the project.

- Engagement in Highland Park should explicitly build on recent and ongoing planning efforts with early materials summarizing what has already been studied and heard to reduce repetition and engagement fatigue.
- Getting out into the community is essential here. That means showing up where Highland Park already gathers (the Ravinia Farmers Market, Food Truck Thursdays, The Lot, BuskerFest, Lunch on the Square, the Port Clinton Art Festival, Taste of Highland Park, and neighborhood parks).
- An interactive project website will complement in-person touchpoints and keep the broader community informed and engaged between events..
- Engagement tools should be highly visual and place-based, tying visioning exercises to recognizable corridors, neighborhoods, parks, and riverfront areas rather than abstract citywide concepts.
- Visioning conversations should be honest about trade-offs and implementation realities. Highland Park audiences, shaped by experiences like the Solo Cup site debate, engage more productively when the process doesn't shy away from hard questions about density, traffic, neighborhood character, and fiscal impact..

- Stakeholder engagement should reflect how decisions are made locally. This includes partnership with City / County departments, neighborhood leadership, institutions, and corridor stakeholders. We will seek to structure engagement such that staff and local leaders introduce or co-host key activities to help expand the reach of the work.
- Early and ongoing coordination with boards, commissions, and leadership is critical in Highland Park, where adoption processes benefit from incremental exposure rather than end-stage presentations. We will work with you to define the right timing and cadence of meetings and updates throughout the process.

Public Participation & Communication Plan

Interface Studio will develop a Participation and Communication Plan with the Client which will include:

- This scope requires comprehensive stakeholder mapping at the outset. We'll develop a detailed stakeholder map identifying all relevant populations, organizations, and interests– including residents, business owners, developers, institutions, faith communities, neighborhood associations, City departments, and regional partners. The stakeholder map will drive the engagement strategy and ensure no voice is missed.
- An outline of the various communication platforms and messaging needed for target audiences. This could include: **social media, earned media, digital, print, and direct community outreach.**
- Multilingual communication protocols (English and Spanish included in budget- see below).
- Specific tools, methods and timing for engagement activities.
- Roles of staff, steering committee and the consultants.
- Metrics to track success of communication and engagement process.

The Client is expected to review and comment on the plan and help identify relevant dates of upcoming community meetings, events, etc. The Client will take the lead on identifying and inviting members of an Advisory Committee for the project with input from Interface Studio.

This Public Participation and Communication Plan is intended to be a living document that will be updated as the planning process progresses. While laying out a clear schedule and activities are important to give the public a sense of how the project will unfold, we recommend that space and flexibility be built into the public process to allow for course corrections and/or re-allocation of time and resources as the process evolves.



Graphic from the Suwanee Strategic Plan illustrating how our work integrates the voices of many different stakeholders. (Interface Studio)

Website & Digital Engagement

Interface Studio will design and build a dedicated project website on Squarespace, serving as the public-facing home base for the full two-year engagement. The site will be purpose-built for this project — not a subpage of the City's existing web presence — and designed to the same graphic standards as all other project materials. The City's communications team will link to it from Highland Park's existing channels, extending reach without duplicating infrastructure.

The website will include:

- An interactive project map allowing residents to explore conditions, scenarios, and opportunity areas by neighborhood and corridor.
- An events calendar with registration links for all public activities
- Phase-by-phase "What We Heard" summaries so the community can track how their input is shaping the plan
- A document library housing key reports, presentations, and draft plan materials as they are released
- Survey embeds and other participation tools activated at each engagement wave
- A project timeline showing where the process stands and what's coming next

The site will be ADA-accessible and fully bilingual in English and Spanish at launch. All content updates will be managed by the consultant team throughout the project duration.



Public Visioning Activities

We structure engagement around three waves aligned with project phases, each offering diverse methods—online and in-person, individual and group, quick and in-depth—so people with different schedules, styles, and comfort levels have meaningful entry points.

Translation

All engagement and communication materials produced throughout this project will be translated into English and Spanish as a baseline commitment.

Translation is built into our workflow from the start. Interface Studio will manage in-house facilitation in Spanish, working in close partnership with a vetted translation vendor to ensure community-appropriate language rather than literal translation.

The following categories of materials will be translated in full:

- All public-facing engagement materials (pop-up boards, flyers, survey instruments, event announcements)
- The project website (English and Spanish)
- The executive summary of the Comprehensive Plan.
- The full final Comprehensive Plan.

Graphic spread and summary of engagement events coordinated by Interface Studio for the Downtown Durham Blueprint 2035.



Communication Materials

The full suite of communication materials (including social graphics, print flyers, e-newsletter content, presentation templates, and partner communication toolkits) will be developed collaboratively with the City's communications team. Rather than duplicating that capacity, our role is to produce the content, creative direction, and project-specific assets that the City's team can deploy through the platforms and relationships they already own.

Communication materials will include:

- Production of content, creative direction, and project-specific assets in collaboration with the City's communications team.
- Creation of a communications calendar for the planning process. This calendar will be phase and event-timed rather than on a fixed cadence. This approach keeps communications purposeful and tied to moments when community action is needed, rather than producing a steady stream of content for its own sake.
- Creation of "What We Heard" releases after engagement milestones and draft plan publication.
- Partner communication toolkits will be prepared for each wave of engagement and distributed to trusted network partners, including Main Street Highland Park, the Downtown Highland Park Alliance, the Park District, faith communities, and school parent groups, enabling them to amplify project messages through their own channels with a low lift.

WAVE ONE: DISCOVERY & VISIONING

Goal: Build project awareness; understand community values, priorities, and concerns.

- Project Launch Event: A high-visibility kickoff that announces the process, generates excitement, and builds the project's public identity. The Client is expected to help plan for the event, including arranging for a space and other local logistics.
- Advisory Committee Meetings: Established at launch and meeting regularly throughout; membership reflects a cross-section of the community with attention to underrepresented groups
- Key Stakeholder Interviews / Place-Specific Focus Groups (Up to 20 throughout process): In-depth conversations with business groups, developers, brokers, institutional partners, neighborhood associations, and community organizations.
- Online Community Survey #1: Focused on community values and priorities.
- Interactive Project Website — Launched at kickoff and maintained throughout

Draft Vision Framework

This initial outreach should provide clear guidance on a vision for Highland Park. Edits and changes will update that vision as necessary to provide a framework that guides the strategies developed for this effort.

Develop Draft Goals and Objectives

To support the vision, our team will develop a series of draft goals and objectives that reflect feedback from our engagement and the results of the existing conditions assessment. These are drafts only and will be used to help organize strategies in a clear narrative that welcomes feedback and discussion throughout our engagement.

Engage City Leadership, Relevant Boards and Commissions

Our team expects presentations and close coordination a key moments in the process. Our role is to help answer questions and clearly guide the adoption process forward as seamlessly as possible.

We anticipate:

- Biweekly project coordination with the Client/ City project staff. Up to 48 meetings (assumes ~24-month schedule)
- Regular Advisory Committee meetings through the full project duration (format and frequency confirmed at kickoff). Interface Studio will coordinate meetings and review products with the Advisory Committee throughout the project. Up to 4 meetings.
- Interface will present at up to three (3) Planning Commission meetings and one (3) City Council meetings. These presentations will be held virtually unless scheduled meetings align with the process's travel schedule. If additional meetings are desired, we can revisit the scope and budget with the Client.

PHASE 3 DELIVERABLES

- Engagement & Communications Plan
- Project website (live at kickoff)
- Wave 1 communication and engagement materials
- "What We Heard" summary document
- Values and priorities framework

Graphic storytelling developed by Interface Studio to frame key issues in Ann Arbor.



Values and Goals Framework

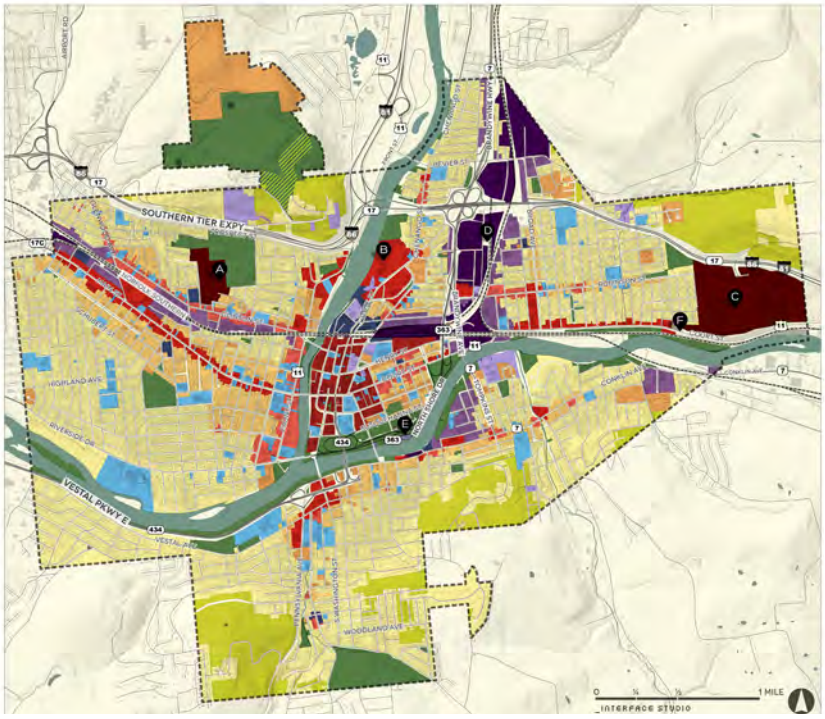
The team will work with the City and steering committee to develop and define the values that will help drive the development of the plan. The values, or guiding principles, will help in evaluating trade-offs and guiding decision-making in all components of the plan. The public engagement process may also surface additional values for consideration and over the course of early engagement, will further shape the values framework and lead up to the development of the vision and goals.

Detailed Descriptions of Land Use Categories

Our charge is to develop future land use categories that are in line with the community-driven City values, based upon the research and analysis, and that consider all local, city-wide and long-range plans for the City of Highland Park. The future land use categories need to consider a few factors:

- Expand, merge, or remove any obsolete land use categories.
- Integrate sub-area planning categories or elements such that the Updated Land Use Plan represents a composite of local planning.
- Identify future land use categories which support and/or allow permanent open space (as differentiated from parks and recreation uses) as part of a broader strategy of resilience to flooding and other impacts of climate change;
- Identify locations / areas of Highland Park that should be preserved. These places are not changing due to local values, the need to protect the environment and/or to continue providing critical city services and utilities.
- Create or expand land use categories to ensure integration with transit and mobility systems (existing and planned) to reflect guidance in planning for mobility and access and transit-supportive land use policy.
- Provide categories that respond to transitional areas surrounding known catalytic development (recent and proposed).

As our team narrows in on preferred land use categories, additional strategies will be necessary to set clear expectations around density, form and other factors that shape local zoning procedures and guidelines. This task includes identifying necessary zoning changes to reflect the future land use, enhance preservation and promote the right kind of development for Highland Park.







The proposed land use for Binghamton (left) sought to create more protections for flood-prone neighborhoods through zoning and the integration of blue and green infrastructure, including a new wetland park to protect downtown (below). (Interface Studio)

Accommodating Growth

Housing and commercial recommendations will be developed that reflect opportunities to accommodate 10- and 20-year growth projections. Based on the work described above in determining the future land use, this task includes:

- Analyzing existing incentive gaps to identify existing programs and strategies to further incentivize development of a variety of housing and commercial types;
- Conducting an infrastructure and build-out analysis to evaluate which parts of Highland Park have capacity for additional density;
- Reviewing the zoning code with respect to enabling the development and preservation of the housing stock in Highland Park and removing barriers to developing deeply affordable housing;
- Identifying ways to prevent displacement and support aging in place and accessibility.

WAVE TWO: OPTIONS & TRADEOFFS

Goal: Present draft scenarios; explore trade-offs; build community understanding of real choices.

- Business District Conversations & Workshop (1): District-focused small group meeting. For the Downtown Central and Ravinia Districts, this meeting will be the touchpoint for engaging stakeholders on the Design Guideline updates for both districts. The Client is expected to help organize logistics and invitations.
- Community Workshop: Citywide event presenting options and alternatives using highly visual, interactive materials. The Client is expected to handle scheduling, finding a space, invitations, and logistics.

Updated Land Use Map

As a result of this planning process, Interface Studio will produce an updated block-by-block map of desired future land uses in the City of Highland Park. This map will integrate proposed and agreed upon revisions to the Land Use Categories. The product will clearly represent existing and proposed transit, greenway, and open space attributes. The map will identify opportunity sites/areas where the City and its partners might take an active role in development.

Plan Development

All of the analysis and recommendations will be organized into one well-tailored, place-specific, graphically sophisticated document that describes in detail the set of policies, goals and action steps developed during the planning process. The plan goals and strategies will address:



Ideas for development and the public realm to encourage growth over time that increases the residential population, supports more local businesses, reduces car trips, and creates more public space in Cambridge, MA.

- Land Use and plans for growth;
- Natural Resources, Recreation and Open Spaces;
- Historical and Cultural Resources;
- Housing;
- Economic Development;
- Utilities, Energy, Services and Facilities;
- Transportation;
- Hazard Mitigation and Flood Resilience; and
- Public Health.

These will be graphically illustrated to clearly demonstrate how the different elements are all connected. It is critical that when these strategies are presented, the public understands the concepts clearly.

Following the development of city-wide goals and objectives, the team will work with the City and steering committee to identify focal areas and develop area plans where City-wide goals and policies can be applied. Interface has taken this approach in other comprehensive planning, such as the Wilmington Comprehensive Plan.

The design of the final materials will be completed with you. In addition to the fully illustrated comprehensive plan, this may include a summary "pocket plan", posters and/or other material as necessary to effectively reach Highland Park's diverse audiences.

Update Downtown Design Guidelines

We will review the City's existing Downtown Design Guidelines to identify edits needed to align with the Comprehensive Plan. This includes:

- A review of the existing guidelines during the existing conditions phase of the project.
- One (1) meeting with downtown stakeholders to get specific feedback on the design guidelines.
- Drafting recommendations for updating these guidelines for consistency with the community's vision for the future and the comprehensive plan.
- One (1) round of revisions to the draft updated guidelines.
- Produce updated Design Guidelines document for Downtown, which would include layout of the document and updated graphics.

Develop Design Guidelines for Ravinia District

- Review the Streetscape Design & Identity Plan, the Ravinia Business District Market Study, the Utility Adequacy Study, and the impact of Special Service Area 17 and the Tax Increment Financing (TIF) designations on this corridor.
- One (1) meeting with Ravinia District stakeholders to get specific feedback on the design guidelines.
- Draft recommendations for additional design guidelines / an addendum to existing approved plans that provide guidelines for renovations or new construction. These guidelines will be consistent with the community's vision for the future and the comprehensive plan.
- One (1) round of revisions to the draft updated guidelines.
- Produce Design Guidelines document for the Ravinia District, which would include layout of the document and updated graphics.

WAVE THREE: DRAFT PLAN

Goal: Gather feedback on draft recommendations; refine implementation priorities.

- Implementation Reality Check Meetings: Up to three (3).
- Draft Plan Public Event: Large-scale community event to present the draft plan. The Client is expected to handle scheduling, finding a space, invitations, and logistics.

PHASE 4 DELIVERABLES

- "What We Heard" summary document
- Refined scenarios incorporating community input
- Draft recommendations framework
- Wave 2 & 3 communication and engagement materials
- Updated land use map
- Draft Plan

5. IMPLEMENTATION & PLAN ADOPTION

Implementation Toolkit

We will develop an implementation strategy that identifies short-, medium- and long-term actions to achieve the goals that result from this planning process. Our approach will focus on a strategy to leverage the various initiatives to generate a whole greater than a simple sum of parts. This strategy/ toolkit will translate the plan into clear owners, decision points, and near-term actions that can begin during the planning process and carry through adoption.

Interface Studio will identify targeted, implementation-oriented updates to development review procedures, zoning regulations, and street and public realm standards, prioritizing changes that remove barriers and enable priority projects.

Of particular importance is to provide clear direction on zoning changes and updates. We recognize how important it is to tee up legal changes with a comprehensive plan. Our work, as we just completed in Ann Arbor, will provide clear direction for local zoning including not just land use but also density, parking and other factors important in preserving community character and allowing for a greater number, and diversity, of housing units.

Working with the City and steering committee we will organize all recommendations into a spreadsheet that aligns the goals with the recommendations and identifies the necessary partners and funding sources to turn the ideas into reality. A clear list of priority projects and timeframes will be included to help local organizations and funders plan for the upcoming 5 years of work ahead with responsibilities, sequencing, and funding considerations identified to support coordinated implementation.

Outcomes Measurement

For equity, affordability and sustainability to effectively inform and guide the City's planning and investment, strategies need to include specified objectives and measurable indicators of progress. In this way, any recommendations would be able to be evaluated by outcomes and not simply intent. The Interface team will work with the City to develop the necessary metrics and outcomes to measure as the recommendations of the Plan are implemented.

Plan Adoption

Adopting the plan can reveal conflicts and concerns that have yet to arise during the engagement process, whether from City leadership or a concerned group of neighbors. We expect to play a central role in the adoption process, including targeted meetings with leadership as appropriate to answer questions.

A draft copy of the plan suitable for print and digital distribution will be provided for review and editing before going through the Plan and Design Commission and City Council review and adoption process. We expect three rounds of edits - one of the text before sharing with leadership and two of the fully formatted document.

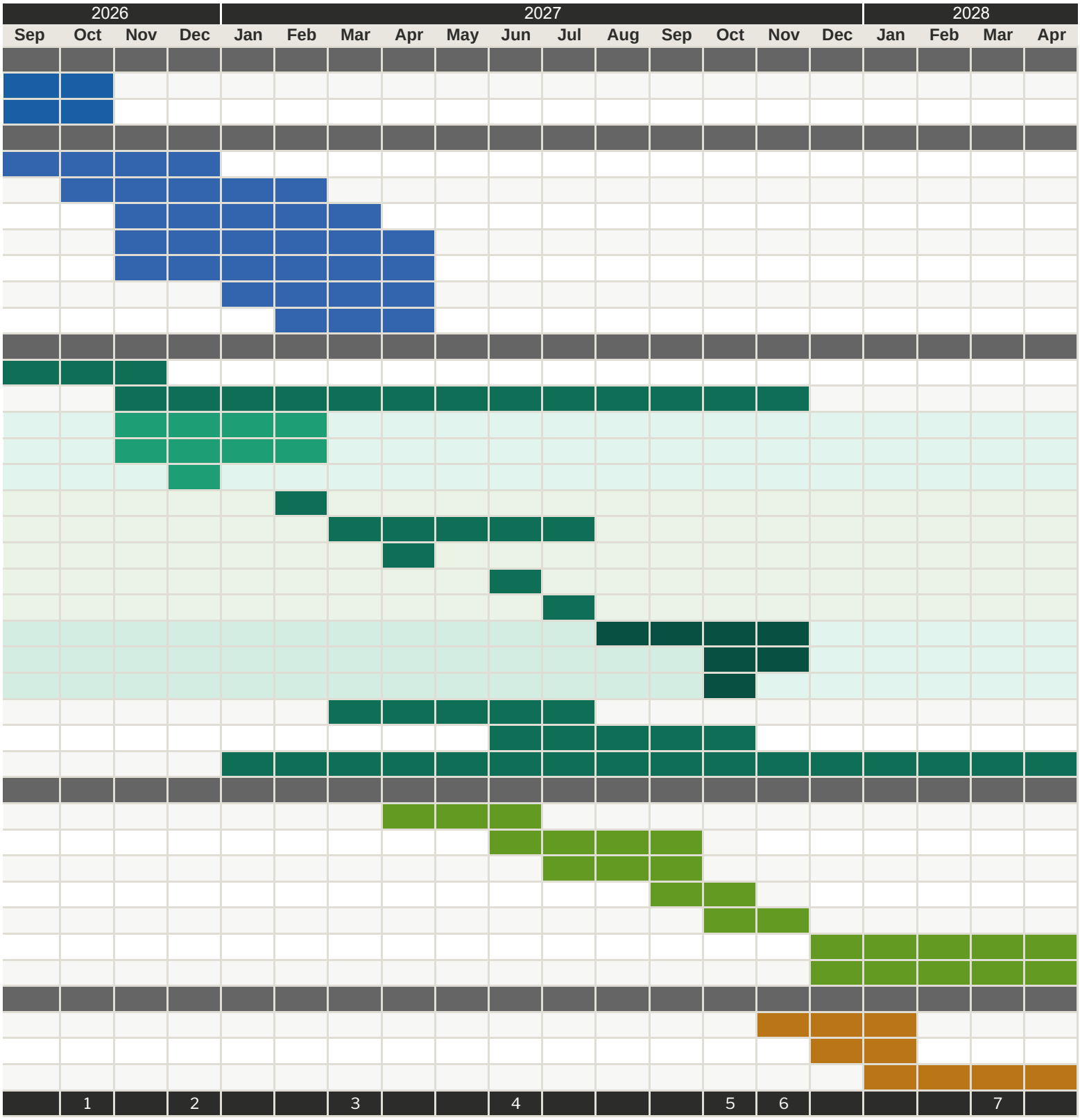
PHASE 5 DELIVERABLES

- Final plan documents
- Final transfer of data and presentation files
- Implementation tool to track progress
- A targeted list of indicators to measure progress with a methodology for completing updated data
- Assistance with adoption including any helpful materials needed during the process

SCHEDULE

In our experience, a comprehensive plan can typically be completed in approximately 18 months. The schedule provides the flexibility needed to support a well-paced, inclusive process, particularly as public engagement, coordination with multiple stakeholders, and the adoption process can introduce variability.

Task / Deliverable	Notes / Deliverables
TASK 1: PROJECT MANAGEMENT	Ongoing throughout project
1.1 Kick-off meeting & project mgmt plan	Kick-off with City staff & Steering Committee; Trip 1
1.2 Establish graphic & messaging standards	Brand Identity, Project Website
TASK 2: PREPARE AN INVENTORY & ANALYSIS	
2.1 Collection of base information	
2.2 Existing plans & project review	
2.3 Data analysis	
2.4 Housing context	
2.5 Economic context	
2.6 Land use typologies & opportunity mapping	
2.7 Policy alignment	
TASK 3: PUBLIC ENGAGEMENT & VISIONING	
3.1 Public participation & communication plan	Stakeholder Mapping, Engagement & Communications Plan
3.2 Public visioning	Three Wave Engagement Structure
Wave 1: Discovery & Visioning ★	*Sep–Dec 2026 | Goal: understand community values & build awareness*
Survey	*Online Community Survey #1*
Project Launch Event	*Kick-off public event; brand/website launch*
Wave 1: Engagement Summary	*Summary of all efforts & input to-date, organized by strategic themes*
Wave 2: Options & Trade-offs	*Jan–May 2027 | Goal: present options, explore trade-offs*
Business District Conversation / Workshop	*One Workshop*
Community Workshop	*Refined scenarios based on community input*
Wave 2: Engagement Summary	*Summary of all efforts & input to-date, organized by strategic themes*
Wave 3: Draft Plan Feedback	*Aug–Dec 2027 | Goal: gather feedback on draft recommendations*
Implementation Reality Check Sessions	*Up to 3*
Draft plan event	*Public draft plan release & feedback event*
3.3 Draft vision framework	'What We Heard' summary; values & priorities framework
3.4 Draft goals and objectives	Refined scenarios; draft recommendations framework
3.5 Engage city leadership, boards & commiss	~3 Planning Commission; ~3 City Council mtgs at milestones
TASK 4: CREATION OF THE PLAN	
4.1 Values & goals framework	Finalized vision, goals, objectives
4.2 Detailed land use category descriptions	Place types; mixed-use categories; design guidelines
4.3 Accommodating growth	Housing capacity; infrastructure alignment
4.4 Updated land use map	Future land use map tied to mobility & infrastructure
4.5 Plan development — draft → final draft	Draft Plan → Final Review Draft; Plan Commission public hearing
4.6 Update Downtown Design Guidelines	Review of Existing Docs, Stakeholder Meeting, 1 Round of Revisions
4.7 Design Guidelines for Ravinia District	Review of Existing Docs, Stakeholder Meeting, 1 Round of Revisions
TASK 5: IMPLEMENTATION & PLAN ADOPTION	
5.1 Implementation toolkit	Priority projects, partners, funding, 5-yr timeframe
5.2 Outcomes measurement	Equity, affordability & sustainability metrics
5.3 Plan adoption	City Council adoption; 10 hard copies + digital deliverables
CONSULTANT TRIPS TO HIGHLAND PARK	


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BUDGET

The budget below reflects the full cost of the scope of work detailed above, including all consultant fees, estimated hours for City staff, and anticipated expenses. The next section - Cost Estimates for Additional Services - provides descriptions and cost estimates for the additional services noted in the RFP email from the City.

Note: *These hours are an initial estimate to account for meeting time and review. While our team will drive the process and deliverables, maintaining a close relationship with City staff will be important for navigating local politics and ensuring broad participation.*

	INTERFACE STUDIO						NINIGRET PARTNERS		
	Lead Consultant | Planning and Urban Design						Economic Development and Fiscal Impact		
TITLE	Scott, Principal	Stacey, Principal	Ben, Senior Associate	Maria, Associate	Hongyi, Designer		Kevin, President		
HOURLY RATE	$230	$210	$180	$145	$135		$250		Fee per Task
TASK 1: PROJECT MANAGEMENT & INITIATION	Hours	Hours	Hours	Hours	Hours	Cost	Hours	Cost	
Task 1.1: KICK-OFF MEETING & PROJECT MANAGEMENT PLAN	8	16	48	24		$ 17,320	4	$ 1,000	$ 18,320
Task 1.2: ESTABLISH GRAPHIC & MESSAGING STANDARDS	2	16		24	24	$ 10,540		$ -	$ 10,540
Total Hours	10	32	48	48	24		4		
Task 1 Cost Estimate					**162**	$ 27,860		$ 1,000	$ 28,860
TASK 2: PREPARE AN INVENTORY & ANALYSIS	Hours	Hours	Hours	Hours	Hours	Cost	Hours	Cost	
Task 2.1: COLLECTION OF BASE INFORMATION	2	2	8		10	$ 3,670	10	$ 2,500	$ 6,170
Task 2.2: EXISTING PLANS & PROJECT REVIEW	2	4	24	4	24	$ 9,440	10	$ 2,500	$ 11,940
Task 2.3: DATA ANALYSIS	8	8	40	8	40	$ 17,280	15	$ 3,750	$ 21,030
Task 2.4: HOUSING CONTEXT	8	8	32		20	$ 11,980	15	$ 3,750	$ 15,730
Task 2.5: ECONOMIC CONTEXT	2	4	8		16	$ 4,900	20	$ 5,000	$ 9,900
Task 2.6: LAND USE TYPOLOGIES & OPPORTUNITY MAPPING	8	16	32		40	$ 16,360		$ -	$ 16,360
Task 2.7: POLICY ALIGNMENT	4	4	16		16	$ 6,800		$ -	$ 6,800
Total Hours	34	46	160	12	166		70		
Task 2 Cost Estimate					**418**	$ 70,430		$ 17,500	$ 87,930
TASK 3: PUBLIC ENGAGEMENT & VISIONING	Hours	Hours	Hours	Hours	Hours	Cost	Hours	Cost	
Task 3.1: PUBLIC PARTICIPATION & COMMUNICATION PLAN	2	16	24			$ 8,140		$ -	$ 8,140
Task 3.2: PUBLIC VISIONING (Three Wave Engagement Structure)									
> Wave 1: Discovery & Visioning	4	8	40	40	40	$ 21,000	4	$ 1,000	$ 22,000
> Wave 2: Options & Trade-offs	4	8	40	40	40	$ 21,000	4	$ 1,000	$ 22,000
> Wave 3: Draft Plan Feedback	4	8	40	40	40	$ 21,000	4	$ 1,000	$ 22,000
Task 3.3: DRAFT VISION FRAMEWORK	4	4	8	4	4	$ 4,320	4	$ 1,000	$ 5,320
Task 3.4: DRAFT GOALS AND OBJECTIVES	4	4	8	4	4	$ 4,320	4	$ 1,000	$ 5,320
Task 3.5: ENGAGE CITY LEADERSHIP, BOARDS, & COMMISSIONS	8	24	24		40	$ 16,600	4	$ 1,000	$ 17,600
Total Hours	30	72	184	128	168		24		
Task 3 Cost Estimate					**582**	$ 96,380		$ 6,000	$ 102,380
TASK 4: CREATION OF THE PLAN	Hours	Hours	Hours	Hours	Hours	Cost	Hours	Cost	
Task 4.1: VALUES & GOALS FRAMEWORK	2	6	10	4		$ 4,100	8	$ 2,000	$ 6,100
Task 4.2: DETAILED DESCRIPTIONS OF LAND USE CATEGORIES	4	4	16		40	$ 10,040	4	$ 1,000	$ 11,040
Task 4.3: ACCOMMODATING GROWTH	16	16	40	4	60	$ 22,920	8	$ 2,000	$ 24,920
Task 4.4: UPDATED LAND USE MAP	4	4	24		24	$ 9,320	4	$ 1,000	$ 10,320
Task 4.5: PLAN DEVELOPMENT	16	24	80	40	60	$ 37,020	15	$ 3,750	$ 40,770
Task 4.6: UPDATE DOWNTOWN DESIGN GUIDELINES	FLAT FEE					$ 30,000		N/A	$ 30,000
Task 4.6: DEVELOP DESIGN GUIDELINES FOR RAVINIA DISTRICT	FLAT FEE					$ 20,000		N/A	$ 20,000
Total Hours	42	54	170	48	184		39		
Task 4 Cost Estimate					**498**	$ 133,400		$ 9,750	$ 143,150
TASK 5: IMPLEMENTATION & PLAN AD	Hours	Hours		Hours	Hours	Cost	Hours	Cost	
Task 5.1: IMPLEMENTATION TOOLKIT	8	8	16			$ 6,400	8	$ 2,000	$ 8,400
Task 5.2: OUTCOMES MEASUREMENT	4	4	24			$ 6,080	4	$ 1,000	$ 7,080
Task 5.3: PLAN ADOPTION	24	40	48		24	$ 25,800	4	$ 1,000	$ 26,800
TRANSLATION OF ADOPTED PLAN TO SPANISH	FLAT FEE - VARIABLE BY PAGE / WORD COUNT					$ 18,000	4		$ 18,000
Total Hours	36	52	88	-	24		16		
Task 5 Cost Estimate					**200**	$ 56,280		$ 4,000	$ 60,280
LABOR SUBTOTAL						$ 384,350		$ 38,250	$ 422,600
TRAVEL EXPENSES						$ 32,145		$ -	$ 32,145
INCENTIVES / MEETING NEEDS						$ 15,000		$ -	$ 15,000
TRANSLATION SERVICES INCLUDED IN SCOPE						$ 6,000		$ -	$ 6,000
TOTAL ESTIMATED FEES						**$ 437,495**		**$ 38,250**	**$ 475,745**

The incentives / meeting needs includes printing, food, prizes, child care, and other materials for the open houses

7 Trips are included in the fee



Illustration from Interface Studio's work in Detroit that established design guidelines for all of the City's commercial corridors.

COST ESTIMATES FOR ADDITIONAL SERVICES

Translation of Documents Into Languages Other Than English & Spanish
All engagement materials will be produced in English and Spanish. Translation of additional languages (TBD with City staff) will be budgeted as a separate line item, with cost dependent on language(s) needed and extent of documents to translate. The team brings in-house translation capabilities as well as relationships with external translation services.

Cost Per District for Additional Design Guidelines
Should the City desire additional Design Guideline documents for other business districts, this cost estimate reflects our assumption for producing a Design Guidelines document and new graphics for other districts.

Updating 2003 Housing Plan Data & Analysis
This is included in our existing scope as it will be deeply important to the development of the overall comprehensive plan.

Space Rental for Open Houses/Events
This reflects an estimate for potential space rental needs beyond what can be provided by the City and its partners in-kind.

Summary "Pocket Plan" for General Audiences
Summary "pocket plans" can be helpful for sharing the vision, goals, and recommendations with a general audience. Often these take the form of one-page handouts, posters, or other materials as determined collaboratively by the project team.

ADDITIONAL SERVICES: COST ESTIMATES	
TRANSLATION IN LANGUAGES OTHER THAN SPANISH & ENGLISH	TBD
COST PER BUSINESS DISTRICT FOR ADDITIONAL DESIGN GUIDELINES	$ 20,000
UPDATING 2003 HOUSING PLAN DATA & ANALYSIS	Included in Scope
SPACE RENTALS FOR OPEN HOUSE/EVENTS	$ 2,500
SUMMARY "POCKET PLAN" FOR GENERAL AUDIENCES	$ 5,000

STATEMENT ON USE OF AI

As a rule, we do not use AI to tackle any task that requires craft or our trained expertise including final analyses, strategies, graphics or report writing and production (to name a few examples). We have been testing AI software and evaluating where it is an appropriate tool within our workflow including:

- **Supplemental note-taking and summary action steps from video calls and meetings.** We still take our own notes during meetings, but have found that supplementing those notes with AI recordings and summaries helps us focus more on the conversation at hand, rather than being concerned with recording every nuance and detail manually. This also allows us to be more efficient when only one team member from the consultant group can join a meeting.
- **A first pass at summarizing themes from large volumes of engagement data.** With hundreds of survey responses, focus group notes, and workshop summaries, AI can serve as a useful tool to rapidly surface key themes and outliers, giving our team a useful starting point for analysis. But that starting point is the beginning of the human process, where every synthesis is reviewed, vetted and expanded upon if valid.
- **A tool for identifying new, previously inaccessible data sources.** When understanding an issue requires data points that are not otherwise available, we have found that AI can provide insights that would only be possible via thousands of repetitive tasks by humans. For example, we can use AI prompts to summarize large volumes of information from sites such as Etsy, which we have used to quantify the extent of independent small maker businesses in communities. Regardless, we fact check and review any data used in our presentations and reports.
- **As a writing assistant to help with minor editing tasks and grammar.** We strongly believe that it will always be our duty as professionals to rely on the lived experience of community members and the professional expertise of our staff, clients, and partners when drafting content for plans and recommendations. However, we appreciate the ability of AI software to help with editing and grammar, or for tasks like adopting technical language for different audiences of various levels of expertise. We only use these editing features as a first-pass though, and always review and edit any changes suggested by the software.

Like all of us, we are constantly adapting and evaluating where AI can add value and efficiency into our workflows. AI is a rapidly evolving technology, so we are always happy to revisit with you, the client, how AI can and should be integrated into the multi-year planning process.

_INTERFACE STUDIO

Our mission is to help communities, large and small, think about where they are now, what they would like to become, and what steps are needed to get there. We strive to make planning and design accessible to all audiences with a style that is artistic, playful, and approachable. Planning is about more than identifying what to build and where. It's about connecting people to places and to one another.

CONTACT:

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Cell:
215.370.6807

Fax:
215.754.4993

Main Contact:
Scott Page
scott@interface-studio.com

Interface Studio LLC is a full-service planning and urban design practice based in Philadelphia and with an office in Brooklyn. Founded in 2004 with the intention to start as a small, collaborative office and remain so, we are today a successful company of 12 professional planners working together on a diverse array of projects including neighborhood plans, corridor studies, city-wide comprehensive plans, strategic plans, and economic development studies.

We believe the process of urban planning is evolving, becoming increasingly graphic, grassroots-driven, and interactive. With the growing presence of technology in our world comes near-constant visual stimulation, unprecedented access to information, and an empowered generation of do-it-yourself activists. Planning is a form of advocacy – for a better future and for engaged, equitable communities. Our practice and approach celebrate these shifts.

CORE SERVICES:

Interface Studio has a unique combination of experience in both site-specific, community-oriented urban design projects as well as large-scale, city-wide analysis and policy plans. Below is a list of services we provide directly through our in-house staff:

- Downtown planning
- Innovation districts
- District planning
- Transit oriented design
- Public participation
- Community revitalization
- Industrial strategies
- Commercial corridors
- Open space planning
- Housing strategies

OUR PROCESS:

Our process is simple: We **LISTEN** to people from all walks of life, we **LEARN** from data and observation, we **DRAW** imaginative infographics and many maps; and we **CRAFT** a truly customized plan with clear steps to achieve your vision and see change on the ground.

WE BELIEVE EVERY PLACE HAS A STORY TO TELL. ALL YOU HAVE TO DO IS LISTEN.
The story of a community's past, present and potential future is grounded in the lived experiences and dreams of its residents.

WE DRAW WITH PURPOSE - AND A LOT OF COLOR.
Our role is to mine for data and help uncover the trends that shape our cities. We translate stories and data into compelling graphics that enable residents and stakeholders to see their communities with fresh eyes.

WE CRAFT PLANS TO HELP COMMUNITIES PRIORITIZE AND TAKE ACTION. We know that early actions and incremental steps are critical to build confidence and momentum. We are as interested in what happens in the next six months as we are over the next six years and beyond.

AWARDS:

- 2024 APA Georgia Chapter Planning Award for Leadership in Equity, Diversity & Inclusion - Macon Action Plan
- 2021 APA Texas Chapter Economic Development Planning Achievement Award - IH-35 Corridor Vision
- 2020 NRPA Equity Award - Pittsburgh Parks Conservancy, An Equitable Parks Investment Plan
- 2020 APA National Award for Sustainability - Pittsburgh EcoInnovation District
- 2019 APA Texas Chapter for a Plan - Collins / Arapaho Innovation District and TOD Plan, Richardson, TX
- 2018 APA Pennsylvania Chapter for a Plan - Pittsburgh EcoInnovation District
- 2017 International Downtown Association Pinnacle Award, Grand Rapids Forward
- 2015 APA National Planning Achievement Award for a Best Practice: Realizing the Potential of the Porch - A Case Study in Data-Driven Placemaking
- 2014 APA Pennsylvania Chapter Daniel Burnham Award for a Comprehensive Plan - Dream Dormont
- 2013 APA Michigan Chapter Daniel Burnham Award for a Comprehensive Plan - Detroit Future City
- 2013 APA National Planning Excellence Award for an Emerging Planning & Design Firm
- 2012 APA National Planning Excellence Award for a Grassroots Initiative – Yorktown 2015

Interface Studio has successfully led large-scale plans outside of our home in Philadelphia including in Chicago and across the midwest. We establish a strong communication plan with our clients, carefully plan the outreach and engagement process, and constantly create new graphic materials to keep the public involved. We expect that toward the end of the process we should be able to walk in Highland Park and know quite a few people because they've been a part of this process. This is the model we use throughout our work resulting in successful outcomes in Ann Arbor, Grand Rapids, Cambridge and Macon to name a few.

PEOPLE

Interface Studio is an office of 13 people. We rarely experience turnover, with over half of the staff employed with Interface Studio for over seven years. In addition to Scott, Stacey Chen who led the recent industrial work in Macon will lead this work. Because of our integrated structure, we find we have more capacity than larger offices where requests for staff time can be challenging. Everyone is aware of all project work in our office and we can pull assistance from other staff members when and if needed for major deadlines.

Below is a full list and titles of Interface Studio employees. Full resumes for those dedicated to this project are on the following pages.

- Stacey Chen, Principal
- Scott Page, Founder & Principal
- Mindy Watts, Principal
- Ben Bryant, Senior Associate
- Ashley DiCaro, Senior Associate
- Jamie Granger, Senior Associate
- Chris DiStasi, Associate
- Maria Gabriela Gonzalez, Associate
- Yoona Ahn, Urban Design & Planner
- Hongyi Li, Urban Designer & Planner
- Kylie Pierce, Urban Design & Planner
- Tobin Stuff, Urban Designer & Planner
- Lisa Lobree, Office Manager





SCOTT PAGE

Principal & Founder

scott@interface-studio.com

EDUCATION:

Master of City Planning, Certificate in Design, University of Pennsylvania School of Design, 1996

Bachelor of Architecture, Georgia Institute of Technology & the Ecole des Beaux Arts La Villette, 1993

PRACTICE:

Interface Studio, Philadelphia, PA, 2004-present

Associate, Wallace Roberts & Todd, Philadelphia, PA, 1997-2004

Urban Designer & Operations Manager, Central Philadelphia Development Corporation, 1996-1997

TEACHING:

Lecturer, University of Pennsylvania, Department of City Planning, 2011-Present

Lecturer, University of Pennsylvania, Department of Architecture, 2007

Lecturer, University of Pennsylvania, Department of City Planning, 1996-2006

BIO:

Scott brings more than 25 years of diverse experience ranging from large-scale planning to site-specific design and redevelopment strategies. Scott founded Interface Studio in 2004 to focus specifically on community-driven design. Scott was fortunate to finish architecture school in Paris and intern for the government in Singapore which fueled his early interest in urban design and planning. As a young planner, his independent research on technology and design provided the opportunity to speak at international conferences and publish articles in magazines and journals. Since that time Scott has grown Interface Studio to focus on neighborhood and district planning, Downtown plans and city-wide initiatives targeted to economic development, housing and parks. Scott is a lecturer at the University of Pennsylvania's School of Design. He has served on many local boards including the Citizens Planning Institute and helped to launch the Healthy Rowhomes Initiative with the Design Advocacy Group.

HONORS & AWARDS:

- 2023 Excellence in Economic Development Bronze Award from the International Economic Development Council (IEDC)
- 2020 APA Sustainable Communities Division Awards for Excellence in Sustainability - Pittsburgh EcoInnovation District
- 2017 International Downtown Association Pinnacle Award, Grand Rapids Forward
- 2013 APA National Planning Excellence Award for an Emerging Planning and Design Firm
- 2012 APA National Planning Excellence Award for a Grassroots Initiative – Yorktown 2015

SELECTED PROJECT EXPERIENCE:

- Newport Comprehensive Plan, Newport, RI
- Suwanee 20/20 Strategic Plan and 2040 Update, Suwanee, GA
- Blueprint Binghamton Comprehensive Plan, Binghamton, NY
- Rochester Housing Strategy, Rochester, NY



STACEY CHEN

Principal

AICP

stacey@interface-studio.com

EDUCATION:

Master of City Planning, Certificate in Urban Design, University of Pennsylvania School of Design, 2008

Bachelor of Arts, University of Chicago, 1996

PRACTICE:

Interface Studio, Philadelphia, PA, 2008-present

Intern, Brown & Keener Urban Design, Philadelphia, PA, 2007-2008

Intern, Philadelphia Chinatown Development Corporation, Philadelphia, PA, 2007

Program Manager, Hamilton-Madison House, New York, NY, 2003-2006

PRESENTATIONS:

2023 APA National Conference, "An Activist Walking Guide to Philadelphia's Chinatown"

2021 APA Webinar. "Understanding Data Today to Save Tomorrow"

BIO:

Stacey brings an international perspective, cultural competence, and dedication to social justice to her work. Before joining Interface Studio, she focused on community development and social programs for low-income and immigrant communities in New York City. Her interest in city planning and urban design developed after living in Asia for a number of years where she observed transformations in Asian urbanism and gained proficiency in Mandarin Chinese. With Interface Studio, Stacey has led projects ranging from citywide comprehensive plans to neighborhood and district plans addressing downtowns, industrial strategy, economic development, climate resiliency, and waterfront communities. She has worked with diverse communities in cities around the country, from fast-growing areas like Atlanta and the Dallas-Fort Worth region to university towns like Ann Arbor and Cambridge to midwestern cities like Akron and Detroit.

HONORS & AWARDS:

- 2024 APA GA Chapter Planning Award for Leadership in Equity, Diversity & Inclusion - Macon Action Plan
- 2021 APA TX Chapter Economic Development Planning Achievement Award – IH-35 Corridor Vision Study
- 2019 APA TX Chapter Planning Achievement Award – Collins/Arapaho TOD and Innovation District
- 2014 APA PA Chapter Daniel Burnham Award for a Comprehensive Plan – Dream Dormont Comprehensive Plan

SELECTED PROJECT EXPERIENCE:

- Ann Arbor for All Comprehensive Plan, Ann Arbor, MI
- Suwanee 20/20 Strategic Plan and 2040 Plan Update, Suwanee, GA
- Mass Ave Planning Study, Cambridge, MA
- Downtown Raleigh Economic Development Strategy, Raleigh, NC
- Wilmington 2028 Comprehensive Plan, Wilmington, DE
- North Kingstown Comprehensive Plan Update, North Kingstown, RI



BEN BRYANT

Senior Associate & Project Manager

AICP

ben@interface-studio.com

EDUCATION:

Master of City Planning, University of Pennsylvania
School of Design, 2009

Bachelor of Arts, Japanese Studies, Gettysburg College, 2003

PRACTICE:

Senior Associate, Interface Studio LLC, Philadelphia, PA, 2016-present

Director of Planning and Design, Group Melvin Design, Camden, NJ, 2012-2016

Planning Analyst, Group Melvin Design, Camden, NJ, 2009-2012

TEACHING:

Instructor, First Year City Planning Graduate Student Workshop, University of Pennsylvania, Spring 2013 & Spring 2015

Instructor, "Introduction to Graphics", University of Pennsylvania, City Planning Graduate Program, 2009-2016

Teaching Assistant – University of Pennsylvania, Graduate Urban Design Studio, "Urban Design Visions for Aruba," 2011

BIO:

Ben is a planner and urban designer interested in how neighborhoods, cities, and regions can incentivize and best manage processes of revitalization and reinvention. As a city planner, Ben has led projects in cities, first-ring suburbs, and walkable downtowns with a focus on land use, transportation, economic development, and public outreach. Ben's experience also includes a rich portfolio of tactical urbanism projects that seek to re-activate dormant civic spaces through creative interventions that capture the public imagination. Ben is a two-time winner of the Knight Cities Challenge and creator of the Little Music Studio and the Pop-Up Pool Project, the latter of which was adopted as an official initiative of Philadelphia Parks and Recreation as Swim Philly. Ben also helped advise NYC Parks on the creation of their Cool Pools initiative. Since 2016, Ben has led research assessing the social impacts of public space investments for Reimagining the Civic Commons, a national public space initiative with 12 participating cities around the country. Ben is on the boards of the Passyunk Square Civic Association and the Edmund N. Bacon Urban Design Awards Student Competition.

HONORS & AWARDS:

- 2018 Winner: Pennsylvania Recreation and Park Society, Best New Recreation Program - Swim Philly
- 2016 Winner: John S. and James L. Knight Foundation Knight Cities Challenge - The Little Music Studio
- 2016 ASLA NJ, Chapter Award - Roosevelt Plaza Park H20
- 2016 ASLA NJ, Merit Award - The Pop-Up Pool Project
- 2015 Winner: John S. and James L. Knight Foundation Knight Cities Challenge - The Pop-Up Pool Project
- 2015 Environmental Design Research Association (EDRA) Great Places Award, Design - Roosevelt Plaza Pop-Up Park
- 2015 ASLA NJ, Chapter Award - Roosevelt Plaza Pop-Up Park
- 2015 ASLA NJ, Honor Award - Roosevelt Plaza Pop-Up Park
- 2015 APA NJ, Implementation Award - Roosevelt Plaza Pop-Up Park



MARÍA GABRIELA GONZÁLEZ RAUSELL

Associate Urban Designer & Placemaker

maria@interface-studio.com

EDUCATION:

Master of Urban Placemaking and Management, Pratt Institute, School of Architecture, 2017

Bachelor of Architecture, Universidad Simon Bolivar, Department of Design, Architecture and Plastic Arts, 2014

PRACTICE:

Associate Urban Designer & Placemaker, Interface Studio, Philadelphia, PA, 2017-present

Urban Placemaking Consultant, Placeful Inc., New York, NY, 2016-2017

Green Infrastructure Fellow, Pratt Institute, New York, NY, 2016

Project Manager, Purocolor Paints and Finishes, San Jose, Costa Rica, 2015

Assistant Project Manager and Architectural Designer, Manuel Villa Arquitectos, Bogota, Colombia, 2013-2014

Public Space Department Intern, Sucre Municipality, Caracas, Venezuela, 2012-2013
Workshop, University of Pennsylvania, Spring 2013 & Spring 2015

BIO:

Maria is a Venezuelan urban designer and architect specializing in public space activation, placemaking, neighborhood planning, and multilingual community engagement. Having lived and worked in Venezuela, Costa Rica, Colombia, and various cities across the US, Maria brings a multicultural, people-first approach in the development of neighborhood revitalization strategies, public space design, and inclusive community engagement with(in) diverse communities.

Notable projects she has been part of include the Collins/Arapaho TOD & Innovation District Study, the Las Vegas Trail Neighborhood Transformation Plan, and Philadelphia's first Urban Agriculture Plan.

HONORS & AWARDS:

- APA National Planning Conference Presentation - "Expanding the Table: Public Engagement in Multilingual Communities".
- 2019 APA Texas Chapter Planning Achievement Award - Collins/ Arapaho TOD & Innovation District Study.
- Outstanding Merit Award, School of Architecture. Pratt Institute, 2017
- Graduate Commencement Speaker. Class of 2017 Commencement Ceremony, Pratt Institute, 2017.
- Student Leadership Award for Best Student Organization - Community Engagement Board, Pratt Institute, 2017

SELECTED PROJECT EXPERIENCE:

- Project Manager, Thames Street Placemaking Action Plan. Groton, CT
- Urban Designer, Together We RISE! Las Vegas Trail, Neighborhood Transformation Plan. Fort Worth, TX
- Project Manager, Connecting Communities: Cooper Grant/ Central Waterfront Neighborhood Action Plan Update. Camden, NJ
- Lead Designer, Kaboom! Riverfront North Pop-Up Park. Philadelphia,PA
- Planner & Urban Designer, Downtown Fort Worth Strategic Plan, Fort Worth, TX



HONGYI LI

Urban Designer & Planner

hongyi@interface-studio.com

EDUCATION:

Master of City Planning, Concentration in Urban Design, Certificate in Product Design, University of Pennsylvania, 2024

Bachelor of Architecture, Certificate in Urban Design, South China University of Technology, 2022

PRACTICE:

Urban Designer & Planner, Interface Studio, Philadelphia, PA, 2024-present

Urban Design Intern, Skidmore, Owings & Merrill, Shanghai, CHN, 2023

Architectural Intern, Donghua Chen Studio, Guangzhou, CHN, 2022

Urban Design Intern, SCUT Architectural Design & Research Institute, CHN, 2020

BIO:

Hongyi is a designer & planner who has diverse skills in city planning, architecture, and product design. With a global perspective and dedication to interdisciplinary study, Hongyi participated in a broad range of professional projects including downtown redevelopment, historic preservation plan, new town design & planning, and architectural design. He is passionate about creating active spaces that can benefit users or local communities, and seeks for innovative tool kits to maximize the impact of design. Envisioning the future, Hongyi tends to explore the intersection of design technology, climate resiliency, and public engagement at Interface Studio.

HONORS & AWARDS:

- 2023 Edmund N. Bacon Urban Design Competition, Second Prize, AIA Philadelphia
- 2022 GBA Architectural and Urban Design Competition, Bronze Award, Hong Kong Institute of Urban Design
- 2021 UIA - HYP Cup International Student Competition, Honorable Mention, International Union of Architects

SELECTED PROJECT EXPERIENCE:

- Planner & Urban Designer, Woodhaven Neighborhood Conservation Plan, Fort Worth, TX
- Urban Designer, Downtown Durham Blueprint 2035, Durham, NC
- Urban Designer, Union Square Transformation Plan, New Haven, CT
- Planner, Kensington Avenue Business Corridor Study, Philadelphia, PA
- Urban Designer, Rowan West Campus Framework & Masterplan, Glassboro, NJ
- Urban Designer, Macon Action Plan XL, Macon, GA
- Urban Designer, Petersburg Downtown Plan, Petersburg, VA
- Urban Designer, Revitalize Richmond, Richmond, IN

FIRM OVERVIEW & HISTORY

Ninigret Partners, LLC (NP) is an economic consulting firm founded in 2001 that specializes in the art and science of blending customer insights, economic data, and design principles to create effective strategies, products, programs, and business models for businesses, institutions, and communities.

Award Winning Projects



Management Consulting

- Organizational design
- Business models
- Strategic planning
- Customer sensing



Economic Development

- Sector analysis
- Tourism
- Strategic planning
- Workforce
- Place-based strategies



Community Planning

- Downtowns
- Housing
- Corridors
- Vision

Award Winning Projects

NP has been involved in a number of regional, state, and nation award winning projects. These include 19 state level awards in 12 states (AL, CT, IN, GA, KS, MI, NJ, OH, PA, RI, TX, WI).

National level awards include:

- APA Burnham Award – Newark360
- IEDC Economic Development Award - Richardson IQ
- APA Economic Development Award - Massachusetts Transformative Development Initiative
- APA Planning Excellence Award - Pittsburgh EcoInnovation District
- 2 APA STAR Awards - Lebanon & Fairfield County OH
- International Downtown Association Pinnacle Award GR Forward

In addition, NP projects have been noted in Fast Company's United States of Innovation Top Projects, RISD Design for Manufacturing Program. NP has also been identified as a Best-in-Class Firm by the Indiana Economic Development Corporation's Regional Cities Initiative.

Thought Leadership

NP has been involved in shaping the national discussion on economic development issues through publications, speeches and involvement in several national level advisory groups.



RESUMES

Ninigret | Partners



KEVIN HIVELY

EDUCATION

BA, Public Policy
Brown University

MIT Professional Development Institute

hively@ninigretpartners.com

401.225.2305

Kevin Hively is founder and President of Ninigret Partners. He brings 25+ years of experience working with corporations, governments and leading non-profits on key strategic and economic issues. Private clients have included four USNWR top ranked hospitals, and leaders in the fields of medical devices, property and casualty insurance, polymers, and electronics. Public clients include the state development agencies in MA, CT, RI; major cities including Detroit, MI; Boston, MA; Dallas, TX; Philadelphia, PA; Pittsburgh, PA; Hartford, CT; and Fargo, ND. His economic development work has included downtown strategies, innovation economies, retail corridors, neighborhood revitalization, and industry strategies including cell and gene therapy, digital tech, neuroscience, advanced manufacturing, and marine tech.

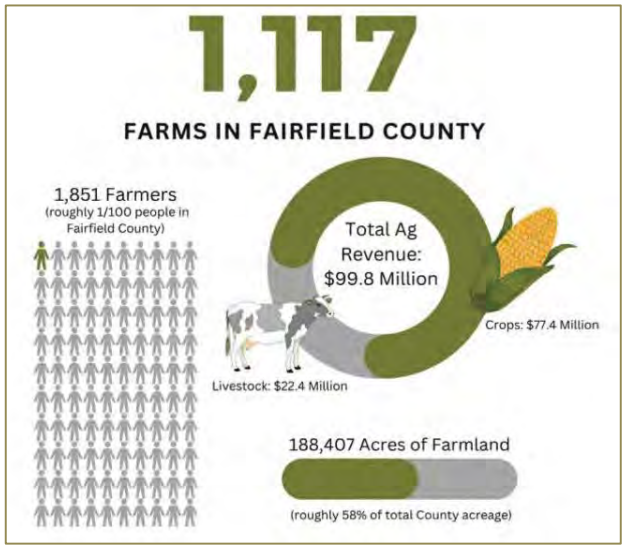
Previously he was a member of the Global Leadership Management Group for Telesis, the strategy consulting arm of Towers Perrin. While at Telesis he worked with the firm's energy group and co-led the Healthcare & Life Sciences Industry initiative. He was also involved in several economic development projects in Oceania and for the Panama Canal Commission.

Prior to Telesis, Mr. Hively was Director of Policy for the Governor of Rhode Island. He was involved in a series of economic development projects including the award-winning attraction strategy for Fidelity Investments; launch of the Freight Rail Improvement project; investigation into the feasibility of an intermodal port facility at Quonset Point, and creation of the Slater Technology Investment Fund. He also played lead roles in the state's involvement in the revitalization of Providence, RI. This includes the $120 million public financing strategy for the Providence Place Mall as well as the relocation of Interstate 195 creating the Knowledge District in Providence.

Relevant Experience

- Peoria Il Comp Land Use Plan and Economic Development Strategy
- Carbondale IL Comp Plan (Economic & Housing)
- *Evanston IL Retail Corridor Strategy*
- Noblesville IN Vision Plan (Economic Development)
- *Ann Arbor MI Comp Plan (Economic Development & Housing)*
- Arlington MA Comp Plan (Economic Development)
- *Downtown Raleigh NC Economic Development Strategy*
- *Macon GA Downtown Retail Strategy Update*
- Overland Park KS Comp Plan (Economic Development)
- Grand Rapids MI Comp Plan (Economic Development & Housing)
- Newark360 NJ Comp Plan (Economic Development & Land Use)
- RI Housing Strategic Plan
- Fairfield County OH Housing Assessment
- *Fort Worth Housing Affordability Strategy*

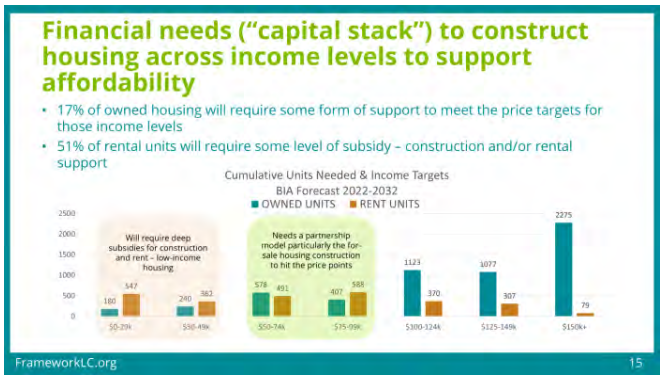
RELEVANT EXPERIENCE



Valuing Ag – Fairfield County OH

Office Sector Establishment Size	Number of Establishments		
	Wake County, NC	**Raleigh, NC Metro Area**	Durham-Chapel Hill, NC Metro Area
Less than 5 Employees	6706	**7435**	2510
5 to 9	1458	**1601**	556
10 to 19	895	**989**	383
20 to 49	687	**732**	262
50 to 99	290	**298**	101
100 to 249	196	**197**	83
250 to 499	65	**66**	17
500 to 999	31	**32**	12
More than 1,000	13	**13**	7

Understanding regional market structure – Raleigh & Durham Downtown planning



Housing capital needs to support missing middle – Licking County OH

Italics indicate projects with Interface Studio

Comp Plan Ec Dev & Housing Elements

University Communities
- Carbondale IL (Southern Illinois)
- *Ann Arbor MI (UMichigan)*
- University City MO (Washington U)
- Tuscaloosa AL (UAlabama)
- Athens GA, Community Vision (UGeorgia)

Suburban
- Fairfield County OH
- Overland Park KS

Agricultural
- Plymouth MA (2025)
- Suffolk VA (2024)
- Knox County TN (2023)
- Wabash IN (2023)

Other
- Grand Rapids MI
- Newark360 NJ
- Chattanooga TN

Economic Development
- *Downtown Raleigh Economic Development Strategy*
- *Macon GA Downtown Retail Strategy Update*
- *Evanston IL Retail Corridors (Northwestern)*
- Licking County OH INTEL Impact
- *Quantum CT NSF Innovation Engine*
- *New Haven CT Creative & Tech Economy*
- *RiverCogCT CEDS Plan*
- *Garland TX Economic Development Strategy*
- *Cumberland Co NJ Economic Action Plan*
- *Philadelphia Cell & Gene Therapy Industry*
- Pittsburgh PA, Oakland Innovation District (UPITT, Carnegie Mellon)
- *Montgomery AL Economic Development*
- *Richardson TX, Innovation Quarter (UTEXAS-Dallas)*
- DFW Life Science Industry Assessment
- *Milwaukee WI Industrial Land Strategy*
- Stamford Innovation Initiative
- Flint/Genesee MI Economic Vibrancy Plan

Housing /Districts/Corridors:
- RI Housing Strategic Plan -
- Fairfield County OH Housing Assessment
- *Fort Worth Housing Affordability Strategy*
- *Invest Newark NJ Housing Land Value Analysis*
- Cleveland OH Midtown Equitable Housing Plan
- *Durham NC Downtown Action Plan (Duke)*
- *Fort Worth TX Woodhaven*
- *Burlington VT Neighborhood Project (UVermont)*

NEW HAVEN ECONOMIC DEVELOPMENT

NEW HAVEN, CT

Ninigret Partners (NP) has been supporting New Haven's economic development efforts across 3 different mayors since 2009. NP has been involved in major commercial district projects including Downtown Crossing (DTX), Mill River, Science Park, Wooster Square, among other districts. NP has also supported the city's efforts to build its innovation and creative sector economy with strategic assessments of sectors and workforce, helping launch new programs such as the BioPath Program, and NSF Regional Engines program in Quantum Computing.

Project results include: $36 million in TIGER grants for DTX; Over 1.2msqft of lab/office space has been developed, more than 4,100 housing units built, and another 4,000 in the development pipeline; New Haven has the fastest growing economy in Connecticut, outpacing the state by a factor of 2x.



CONTACT:

Mike Piscitelli
Economic Development,
City of New Haven
mpiscite@newhavenct.gov
(203) 946-2867

ADDITIONAL RELEVANT WORK:

- Atlanta Highway & Lexington Avenue Corridors, Athens, GA
- Macon Retail Strategy, Macon, GA
- Garland Economic Development Plan, Garland, TX

NP REFERENCES & PROJECT SAMPLES

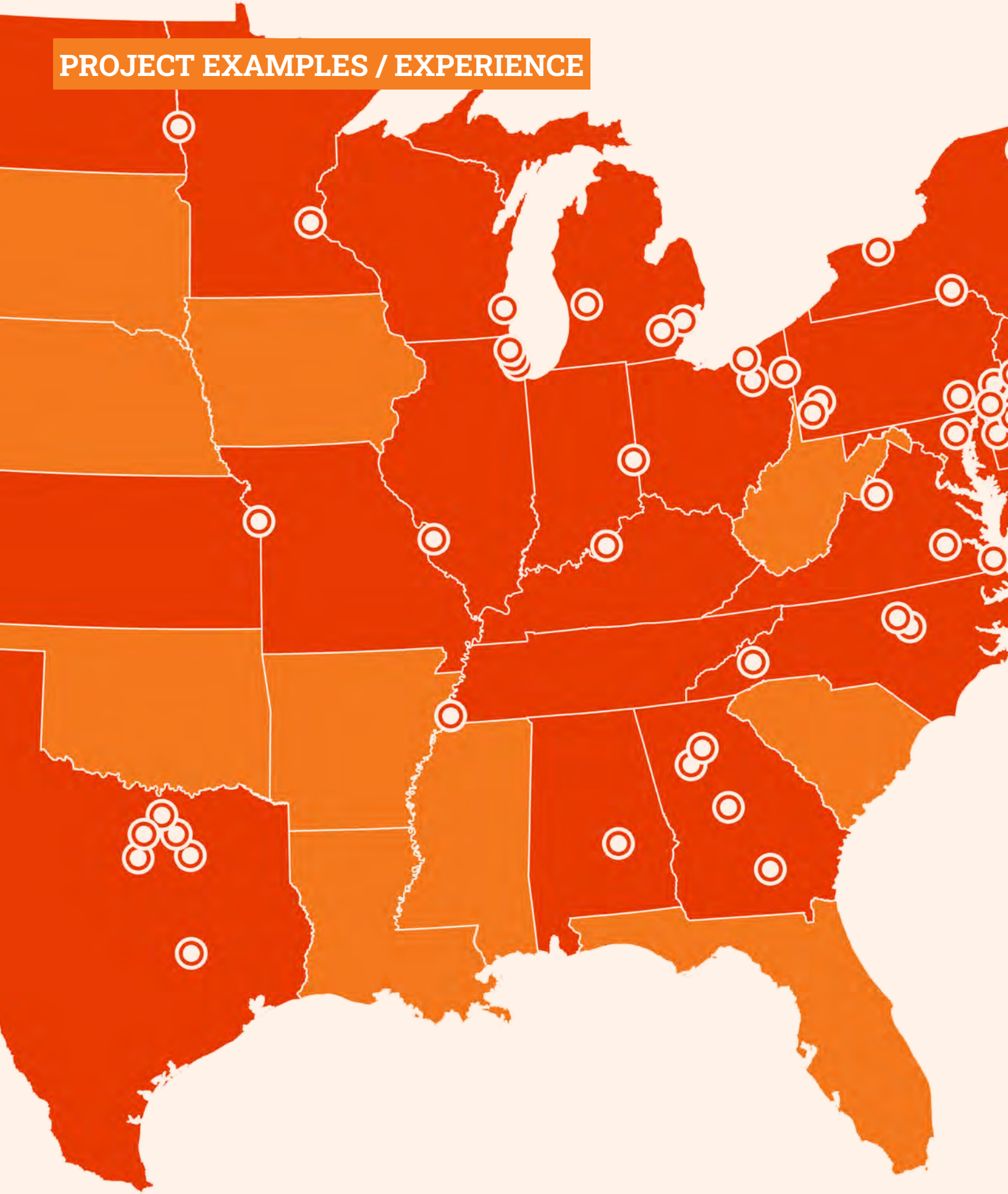
Megan Jouflas
Deputy Director
RiverCog
MJouflas@rivercog.org

Doug McDonald
Director
Economic Development
Plano, TX
Dougm@plano.gov

Anna Buckalew
President
Montgomery Chamber of Commerce
Montgomery, AL
Abuckalew@montgomerychamber.com
(the Chamber is the economic development arm of the City and County)

Ayako Schuster
Director
Economic Development
Garland, TX
ASchuster@garlandtx.gov

PROJECT EXAMPLES / EXPERIENCE





WE'VE WORKED IN COMMUNITIES ACROSS THE COUNTRY

We have extensive citywide experience in cities of all sizes. To demonstrate the depth of our experience, we have highlighted on the following pages our most recent comprehensive plan experience as well as topic-specific citywide plans for housing, parks, economic development and more .

A sampling of our citywide and comprehensive planning:

Ann Arbor Comprehensive Plan / Baltimore Parks Strategy / Blueprint Binghamton Comprehensive Plan / Burlington Housing Strategy / Chesapeake Parks Plan / Evanston Retail Plan / Detroit Commercial Design Guidelines / Detroit Future City / Dormont Comprehensive Plan / Fort Worth Housing Affordability Strategy / Garland Economic Development Framework / Grand Rapids 2040 / Hamtramck Comprehensive Plan / Memphis Public Investment Guide / Metropolitan Louisville Parks for All Strategy / Milwaukee Industrial Plan / Newport Comprehensive Plan / North Kingstown Comprehensive Plan / Philadelphia Industrial Land Use and Market Strategy / Rochester Citywide Housing Strategy / Rebuild (Philadelphia) / Suwanee 2020 and 2040 Strategic Plans / Wilmington 2028 Comprehensive Plan

ANN ARBOR FOR ALL COMPREHENSIVE PLAN

ANN ARBOR, MI

Growing to expand affordability and accessibility for all, while balancing development with environmental stewardship and climate resilience

CLIENT:
Brett Lenart
Planning Manager
City of Ann Arbor
734-794-6000, x42606
blenart@a2gov.org

KEY STAFF:
Stacey Chen
Jamie Granger (PM)
Maria Gonzalez

COLLABORATORS:
Smith Group
Ninigret Partners
&Access

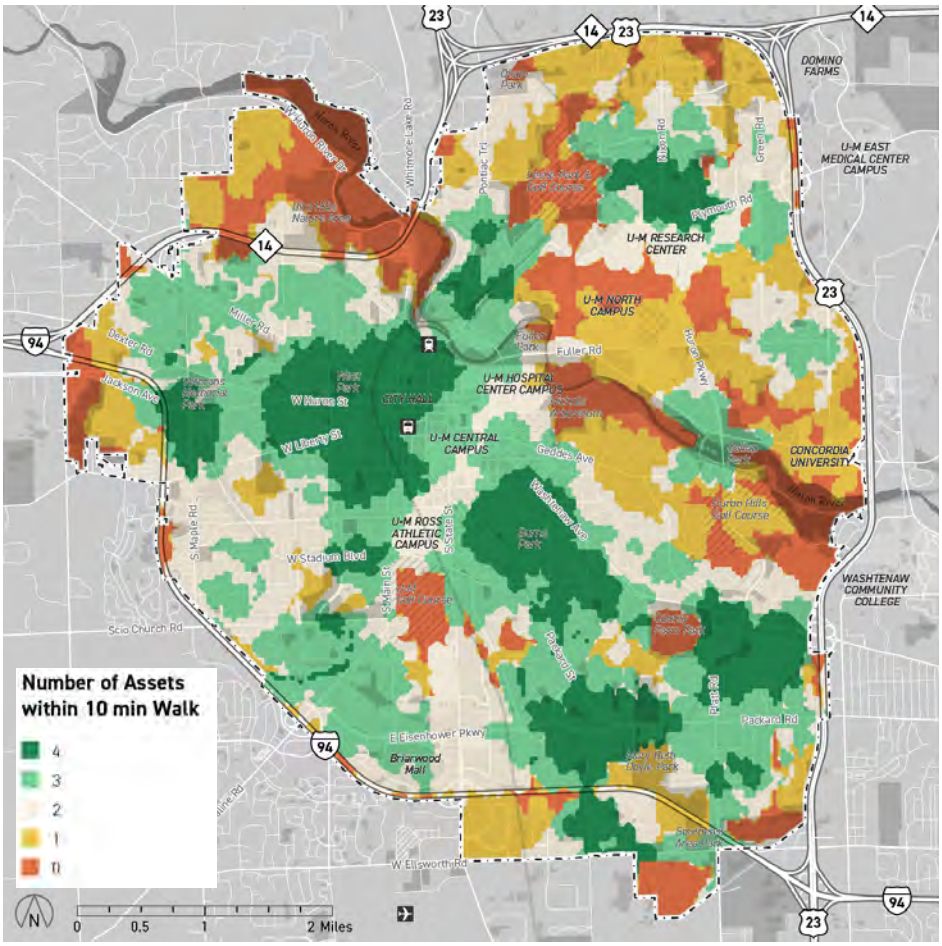
BUDGET:
$883,990

TIMELINE:
May 2023 - present

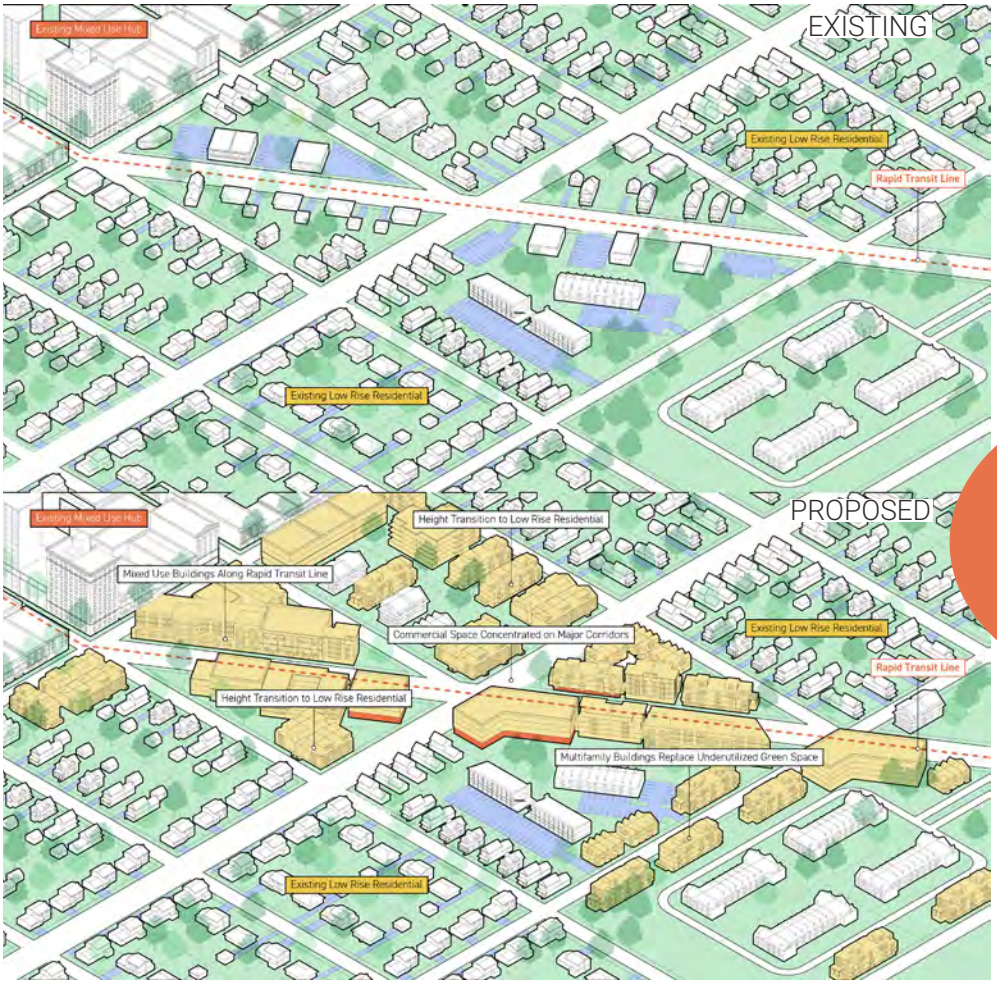
STATUS:
Preparing for adoption

LINK:
https://engage.a2gov.org/comprehensive-land-use-plan

Interface is leading a team to develop a comprehensive plan for Ann Arbor. The plan is guided by the values of affordability, equity, and sustainability, and seeks to increase housing and density, reduce carbon emissions, and overcome the inequities of past land use policies and regulations. Interface has led extensive public conversations around the findings of the existing conditions analysis and trends, leading to consensus on the need to increase housing density in all residential neighborhoods to support the plan values with a focus on transportation corridors and shopping center redevelopment for higher density development. The plan also includes key goals for economic diversification, better connections and transportation options, and quality city services and amenities. The team is currently in the process of finalizing the plan for the adoption process.



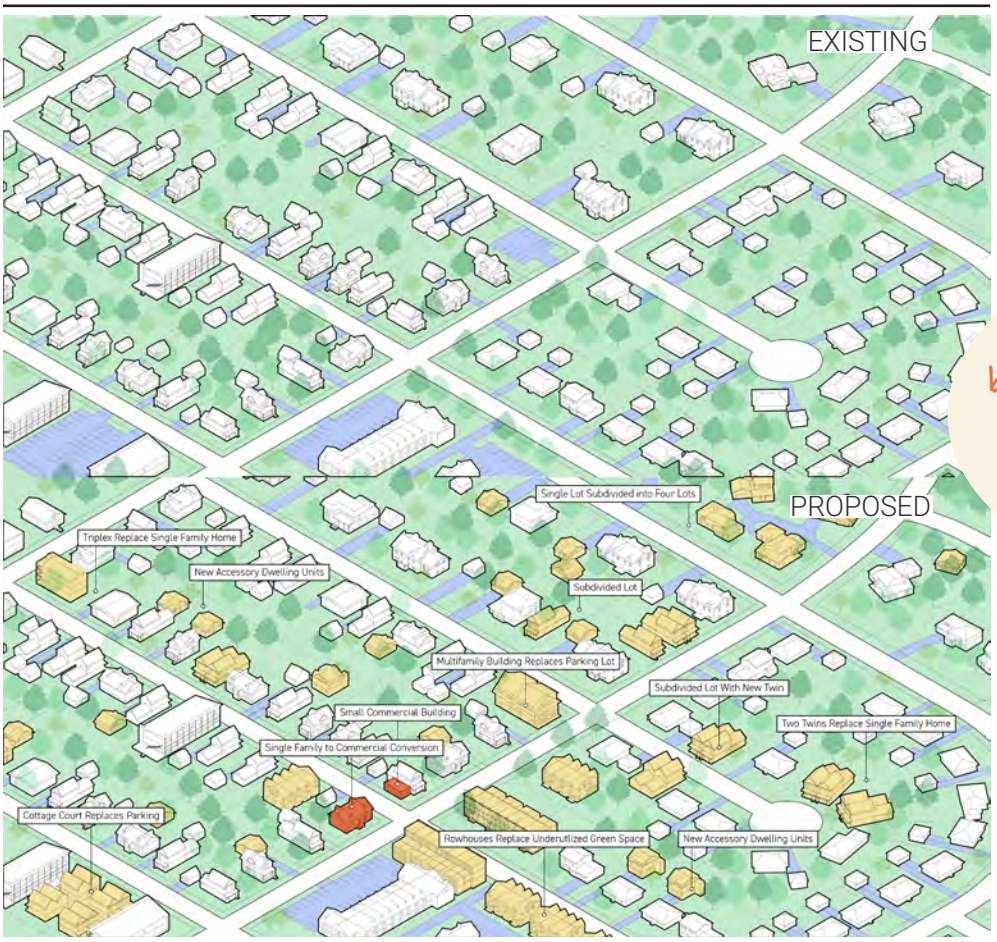
Right: A "complete neighborhood" analysis mapped assets (such as high frequency bus service, playgrounds, schools, libraries, community spaces, neighborhood goods and services, and potential future neighborhood commercial hubs) to determine areas with high access that could accommodate higher density growth and help reduce vehicle miles traveled.



TRANSIT CORRIDORS

Left: Using the analysis and public input, a series of place types were developed, with higher density development aligning with transit hubs and corridors, and stepping down to lower and mid-rise neighborhoods.

Better public transit should be a priority and growth should be aligned with expanding transit.



RESIDENTIAL NEIGHBORHOODS

Left: All residential neighborhoods, including single-family ones, are envisioned as places where missing middle housing (such as duplexes, triplexes, townhouses) will be allowed.

There is too little housing being developed in Ann Arbor. Affordability and lack of different housing types are major concerns.

SUWANEE 20/20 STRATEGIC PLAN AND 2040 UPDATE

SUWANEE, GA

A citywide vision and strategic plan that integrates extensive public engagement to guide the city's budget

CLIENT:
Marty Allen
City Manager
City of Suwanee
MAllen@suwanee.com
(678) 546-2133

KEY STAFF:
Scott Page
Stacey Chen (PM)
Ben Bryant

BUDGET:
$270,000

TIMELINE:
20/20 Plan
May 2011 - July 2012
2040 Update
April 2025 - present

STATUS:
Update in progress

LINK:
https://www.suwanee.com/explore-suwanee/suwanee-s-vision/suwanee-2040-strategic-plan

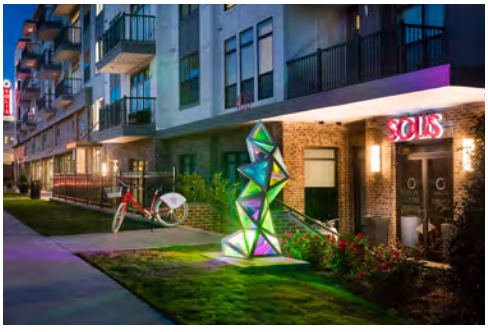
A suburban community of over 20,000 residents on the northern outskirts of Atlanta, Suwanee has seen rapid growth over the last two decades. This growth has transformed the community but also sits in tension with the city's reputation as an great small community for families. For the original 20/20 plan, our charge was to craft a strategic plan that brings together the city's prior land use planning with new strategies for expanding city services, connections and sustainability, to ensure that Suwanee can grow and maintain its strong reputation. The city has implemented many of the strategies from the 2012 plan, and is now almost built out. The current update will provide updated guidance to continue progress towards growing sustainably and maintaining its high quality of life.

To ensure that public engagement for both the original plan and the update built consensus among a wide range of voices, Interface Studio designed an intensive public process that included open house exhibits and activities in the city's Town Center followed by deep dive roundtable discussions for residents to further discuss and refine ideas that came out of the open house. In the original 20/20 process, the team provided training and materials for 100 roundtable discussions with 25 groups of residents. The results of this extensive public engagement helped the city prioritize its budget. The current update provides an opportunity to take stock of more than a decade of implementation action and respond to new priorities.

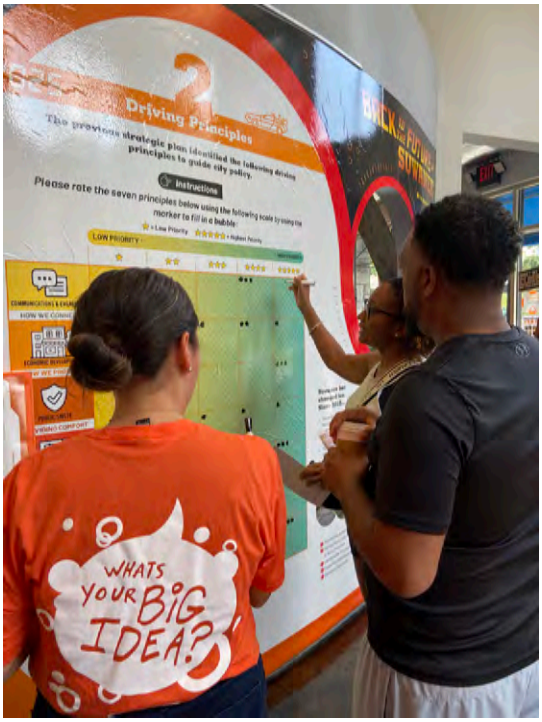




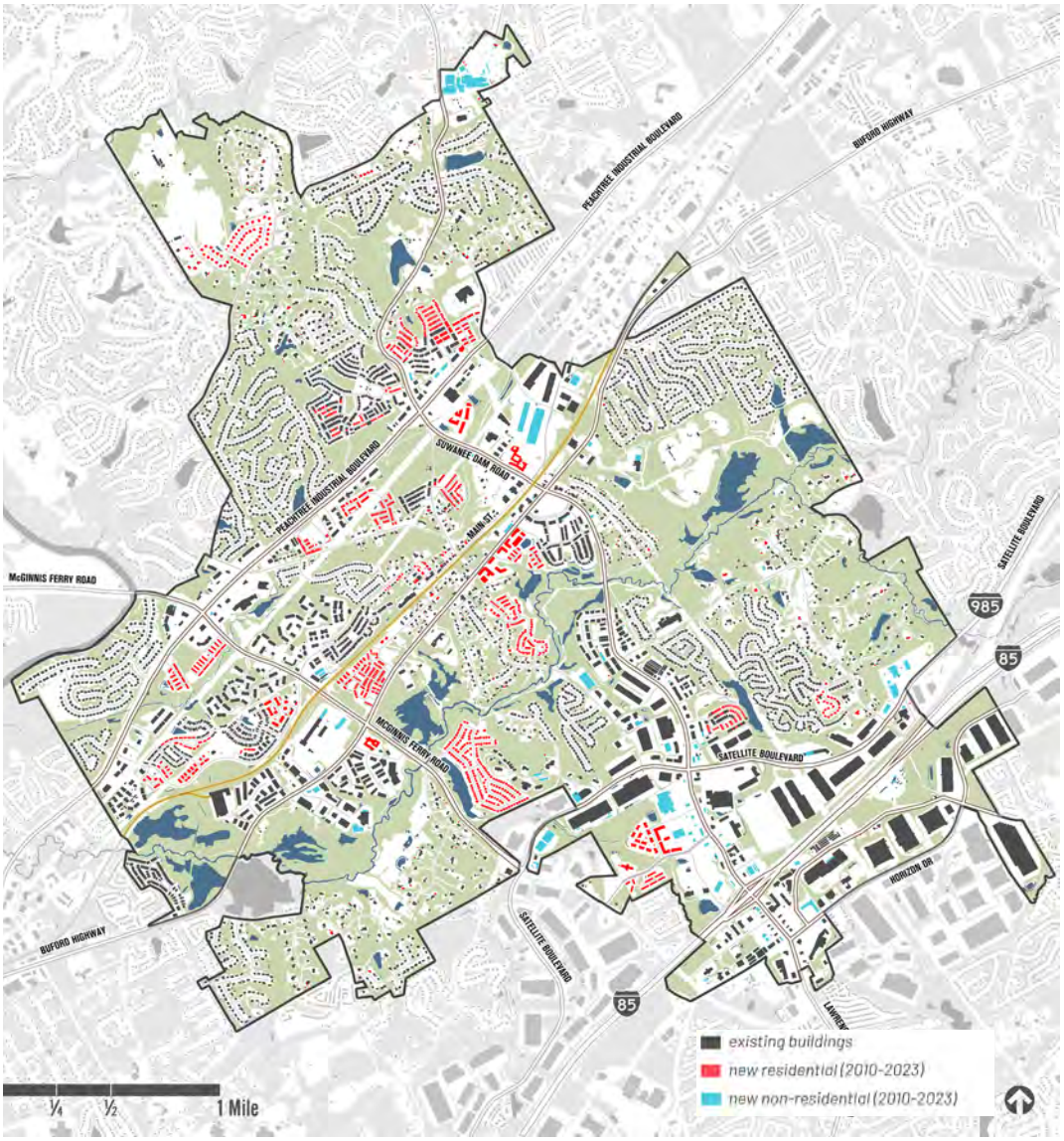




Plan implementation includes the transformation of Buford Highway, neighborhood commercial redevelopment, expansion of Town Center, and new park space (clockwise from top left).







Above: The Suwanee Open House in a Town Center storefront that served as a fun and interactive way to share ideas and information.

Left: Interface completed a thorough analysis of Suwanee's physical characteristics including development over time. Most of the city's housing stock was built after 2000.

TOWN OF NORTH KINGSTOWN COMPREHENSIVE PLAN

NORTH KINGSTOWN, RI

CLIENT:

Teresa Crean, AICP Director of Resilience and Sustainability
City of Newport

401-845-5310
tcrean@cityofnewport.com

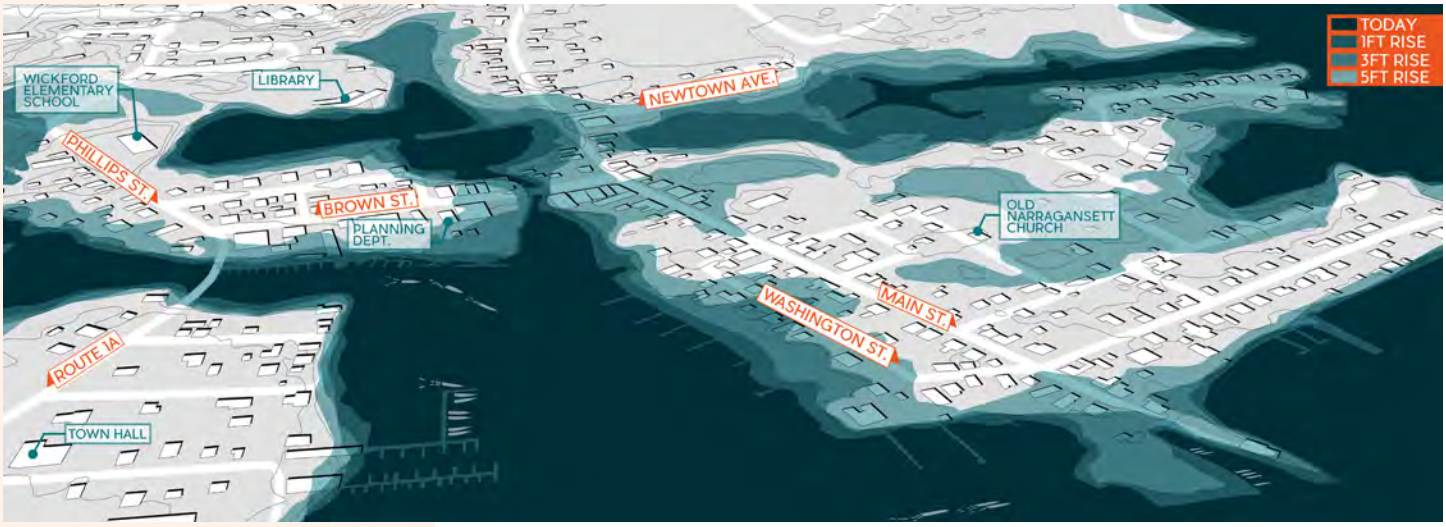
Comprehensive planning centered on climate resilience

North Kingstown is a coastal New England town that is defined by its relationship to the Narragansett Bay: scenic beaches and marinas, maritime industries, historic Wickford village, and the Quonset/Davisville military complex and port that is today the Quonset Business Park – one of the biggest economic success stories in the State of Rhode Island. These features define the town but are also the most impacted by coastal hazards and sea level rise.

Over the course of nearly a year, extensive public outreach made it clear that the residents of North Kingstown love its unique waterfront and historic assets and the quality of life they afford. However challenges such as the changing economic climate, infrastructure and environmental constraints, and disconnected town centers must be addressed to support the community vision for both growth and preservation.

The update of the comprehensive plan provides an opportunity to address climate change and weave it into how the town grows and adapts over the next 10 years. As a citizen-driven guide for the future of the town, the comprehensive plan explores strategies to accommodate growth and diversification while strengthening the scenic and historic qualities residents prize most about the town, protecting valuable natural resources, and improving connections throughout town.

Below: Wickford village is the historic heart of North Kingstown and also most vulnerable to sea level rise. Projections over the next 80 years show critical infrastructure, including evacuation routes, impacted by inundation.



Below: The waterfront is the defining feature of Wickford and key to its revitalization. Activating spaces such as the waterfront surface parking lot and creating a waterfront walkway are necessary public improvements and an opportunity to build in flood resilience.





EVANSTON RETAIL DISTRICT ACTION PLAN

EVANSTON, IL

CLIENT:

Paul Zalmezak
Economic Development Manager
City of Evanston
2100 Ridge Avenue
Evanston, IL 60201
847.448.8013
pzalmezak@cityofevanston.org



(Above) Graphic cover of the final report

(Below) Summary graphic showing district brand for Evanston as a whole and each of the 8 districts.



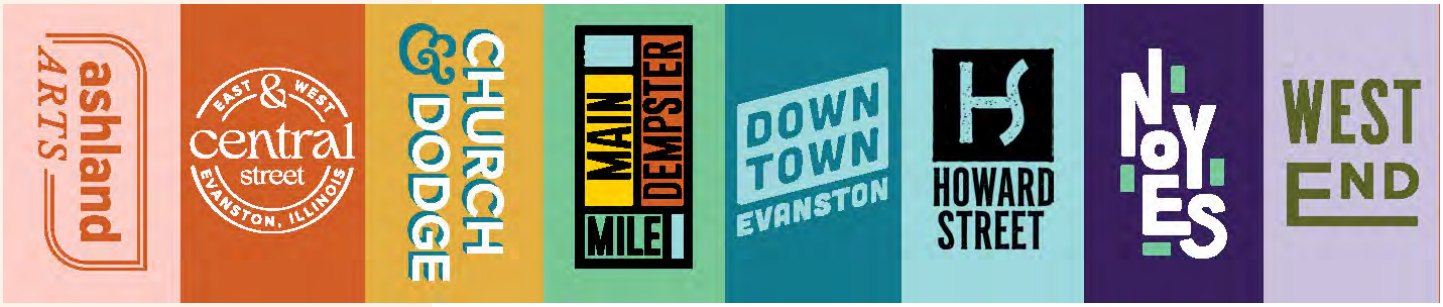
An action plan for all of Evanston's commercial corridors

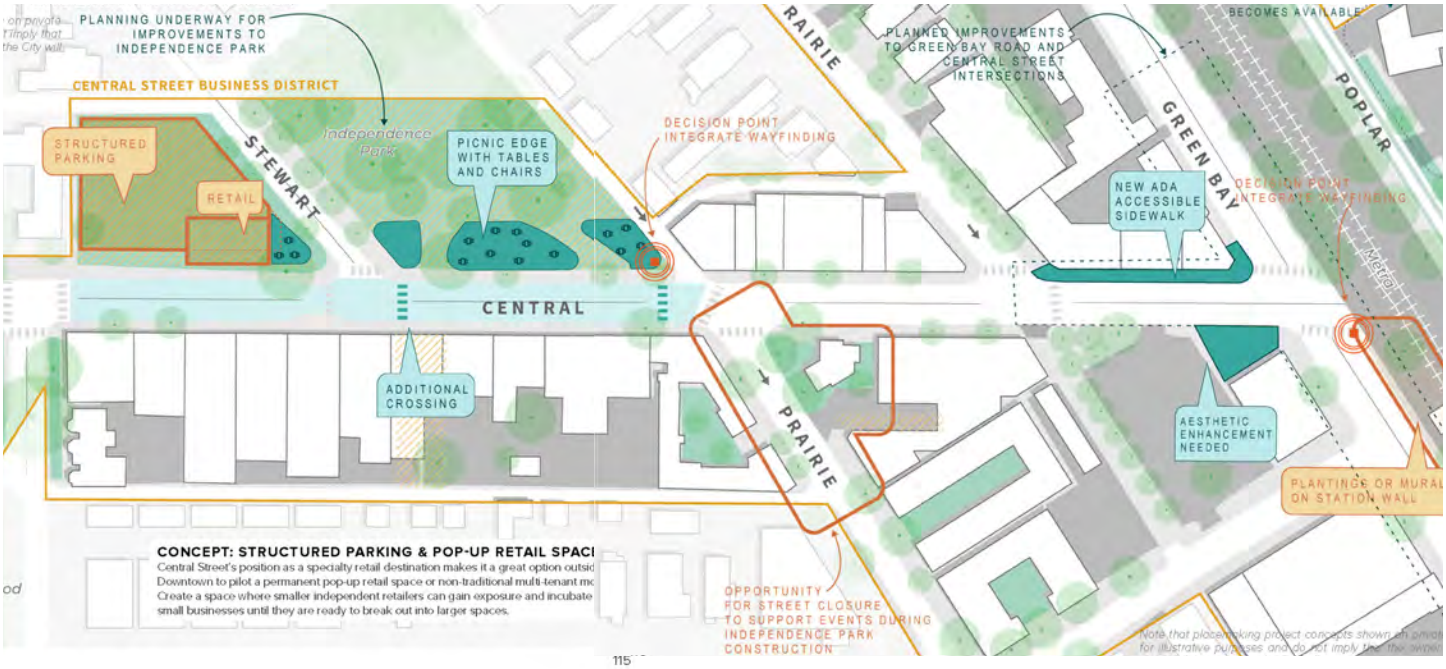
The Evanston Thrives Retail District Action Plan is a highly focused, community engagement and business district market analysis to improve the quality and mix of retail, food, and entertainment offerings in Evanston. Thrives team members installed storytelling activations in each of the eight business districts throughout Evanston, launched a survey that garnered over 2,100 responses, popped up at a number of festivals and markets around the city, conducted over 50 conversations with residents, businesses, organizations and City leaders to shape the final plan.

The plan includes actions for business supports, events and programming, tenant attraction, placemaking, and marketing as well as Placemaking Plans for each of Evanston's retail districts tailored to the physical strengths of each area and the organizational capacity of the local management organization.

Illustrative rendering shows proposed summer activation of underutilized Fountain Square Plaza in the heart of Downtown Evanston.



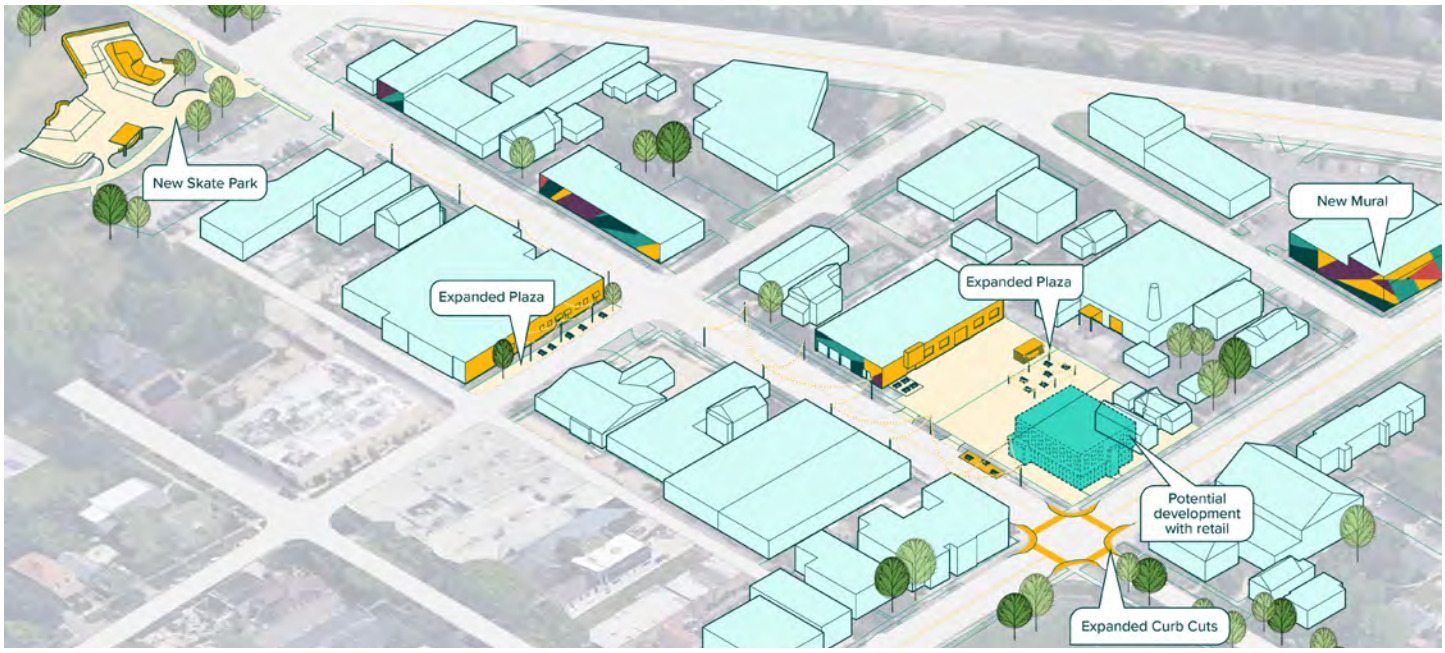




(Top) Central Street Business District placemaking plan summary includes opportunities for temporary and permenant placemaking enhancements.

(Right) Businesses in Evanston experience a slow sales period in the winter called the "winter slump". To counteract this,Fountain Square should be activated with seasonally appropriate activities, visualized here.





NEIGHBORHOOD CONSERVATION PLAN AND HOUSING AFFORDABILITY STRATEGY

FT. WORTH, TX

CLIENT:

Amy Connolly
HCD Chief of Staff
City of Houston Housing and Community Development Department
708 738 1167
Amy.Connolly@houstontx.gov



Food Service Workers, Cashiers, Nursing Aides, Housekeepers

They make
Under $2,000
per month
Under 30% AMI
Extremely Low Income

Can afford
Under $600
per month
for housing

Administrative Assistants, Child Care Workers, Security Guards

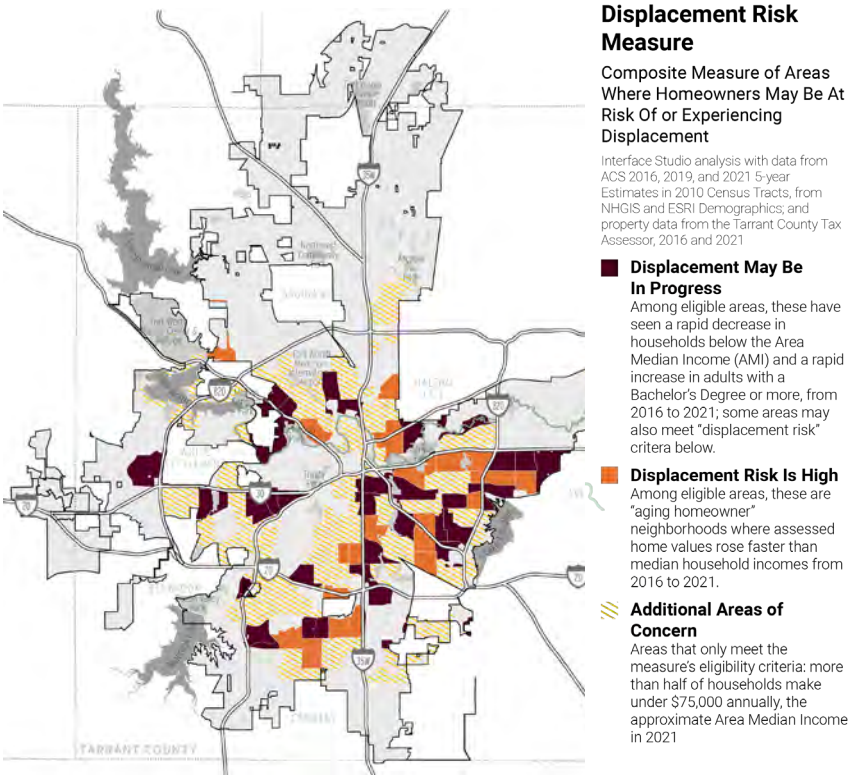
They make
$2,000-$4,000
per month
30%-60% AMI
Very Low Income

Can afford
$600-$1,200
per month
for housing

A city-wide effort to stabilize neighborhoods and expand affordable housing

The Process: Data, data, data and lots of conversations with community leaders, housing advocates, City leadership, funders, and others. Step One focused on expanding and fine-tuning the Neighborhood Improvement Program that targets public dollars to specific areas in need of investment. Step Two evaluated neighborhoods and housing citywide and recommended specific tools, programs, and funding approaches to help create more housing affordable to Fort Worth families.

Results: City adoption and praise from local leaders, an expanded Neighborhood Improvement Program with more dollars to address multiple neighborhoods each year, new data tools to measure neighborhood progress, and a new citywide land trust for affordable housing that will soon be the country's largest.



(Left) Graphics link typical Fort Worth residents' incomes to housing costs.

(Above) Displacement Measure indicating areas of the city at risk of and already experiencing signs of displacement

PROJECT EXAMPLE:

PARKS FOR ALL: EQUITABLE INVESTMENT FRAMEWORK

LOUISVILLE, KY

CLIENT:
Brooke Pardue
President/CEO
Parks Alliance of Louisville
502-314-9690
brooke@parksalliancelou.org

COLLABORATORS:
Jayne Miller Consulting
PROS Consulting
ETC Institute

Making the case for new resources and charting a course for equitable investment, maintenance, and programming for the Louisville parks and recreation system

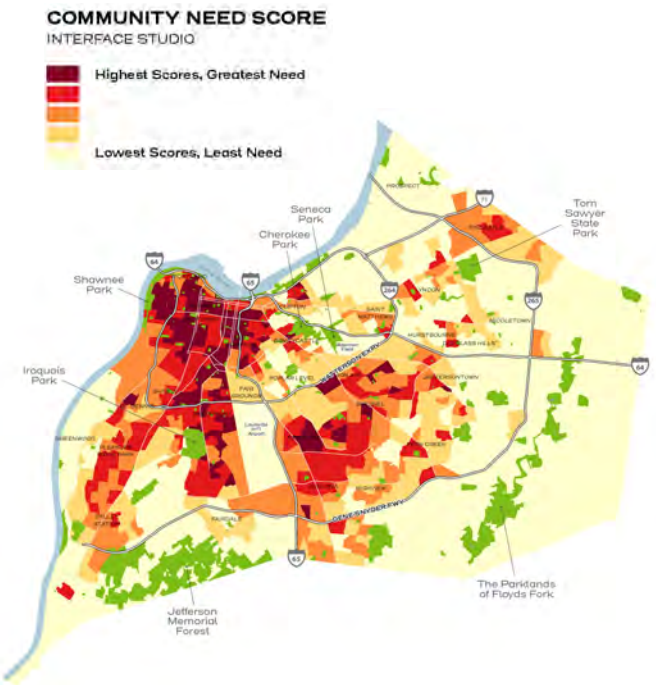
Many of Louisville's parks had not seen capital investment in over twenty years. Interface Studio was part of a team that sought to daylight inequities and provide actionable insights through analysis of historic investments in each public park, assessment of all assets in every public park, and evaluation of departmental operations against national best practices. The outcome was a holistic plan to guide equitable investments across Louisville's Parks & Recreation system.

Interface Studio's role included crafting the methodology for prioritizing capital projects, which combined site conditions, historic investment, and characteristics of the community within a 10-minute walk into an Investment Priority Score. Interface is currently working with Louisville Parks and Recreation to update this score so it can continue to guide capital investment as the department takes action.

Below: Composite mapping to identify areas with the greatest need for investments in parks and recreation facilities, built by blending 10 datasets that together answer the four framing questions or "buckets" that drove the selection of key data indicators for the project.








S
UW
ANEE
20/20 VISIO
TOWN CENTER OPEN HOUS
LET'S MAKE SOME PLANS!

EXHIBIT B

INSURANCE COVERAGES

A. Worker's Compensation and Employer's Liability with limits not less than:

(1) Worker's Compensation: Statutory;

(2) Employer's Liability:

$500,000 injury-per occurrence

$500,000 disease-per employee

$500,000 disease-policy limit

Insurance will evidence that coverage applies in the State of Illinois.

B. Comprehensive Motor Vehicle Liability with a combined single limit of liability for bodily injury and property damage of not less than $1,000,000 for vehicles owned, non-owned, or rented.

All employees will be included as insureds.

C. Comprehensive General Liability with coverage written on an "occurrence" basis and with limits no less than:

$2,000,000 Bodily Injury and Property Damage Combined Single Limit

Coverage is to be written on an "occurrence" basis.

Coverages will include:

- Broad Form Property Damage Endorsement
- Blanket Contractual Liability (must expressly cover the indemnity provisions of this Agreement)

D. Professional Liability Insurance. With a limit of liability of not less than $1,000,000 per occurrence and $2,000,000 in the aggregate and covering the Consultant against all sums that the Consultant may be obligated to pay on account of any liability arising out of this Agreement.

E. Umbrella Policy. The required coverages may be in any combination of primary, excess, and umbrella policies. Any excess or umbrella policy must provide excess coverage over underlying insurance on a following-form basis so that when any loss covered by the primary policy exceeds the limits under the primary policy, the excess or umbrella policy becomes effective to cover the loss.

F. Owner as Additional Insured. City will be named as an Additional Insured on all policies except for:

Worker's Compensation

Professional Liability

Each additional Insured endorsement will identify City as follows: City of Highland Park including its Board members and elected and appointed officials, its officers, employees, agents, attorneys, the Consultants, and representatives.

G. Other Parties as Additional Insureds. In addition to City, the following parties will be named as additional insured on the following policies:

Additional Insured	Policy or Policies
_____	_____
_____	_____
_____	_____

GEOGRAPHIC INFORMATION SYSTEMS TECHNOLOGY RIDER

The City has developed digital map information through Geographic Information Systems Technology (***"GIS Data"***) concerning the real property located within the City. If requested to do so by the Consultant, the City agrees to supply the Consultant with a digital copy of the GIS Data, subject to the following conditions:

1. **Limited Access to GIS Data.** The GIS Data provided by the City will be limited to the scope of the Work that the Consultant is to provide for the City;

2. **Purpose of GIS Data. The Consultant** will limit its use of the GIS Data to its intended purpose of furtherance of the Work; and

3. **Agreement with Respect to GIS Data.**

a. **Trade Secrets of the City.** The GIS Data constitutes proprietary materials and trade secrets of the City and is the property of the City;

b. **Consent of City Required.** The Consultant may not provide or make available the GIS Data in any form to anyone without the prior written consent of the City.

c. **Supply to City.** At the request of the City, the Consultant will provide the City with all information that has been developed by the Consultant based on the GIS Data;

d. **No Guarantee of Accuracy.** The City makes no guarantee as to the accuracy, completeness, or suitability of the GIS Data in regard to the Consultant's intended use of the GIS Data; and

e. **Discontinuation of Use.** At the time as the Services have been completed to the satisfaction of the City, the Consultant will cease its use of the GIS Data for any purpose whatsoever; and, upon request, an authorized representative of the City will be afforded sufficient access to the Consultant's premises and data processing equipment to verify that all use of the GIS Data has been discontinued.

Staff Report

Meeting Date: August 17, 2026

Staff Contact: Karl Burhop, Senior Planner

Department: Community Development Department

Title: An Ordinance Amending a Special Use Permit for a Planned Development and Granting Variations from the City Code (1850 Green Bay Road)

Recommendation:
Staff recommend approving a Planned Development amendment, Design Review, and variations from City Code related to fences, to allow the installation of a sound mitigation fence on the north side of 1850 Green Bay Rd. (the "***Property***").



Policy Consideration:

Council Consideration. Per Sec. 150.307 – Settlement of Litigation, this application is considered directly by the City Council, without prior consideration by any Board or Commission, as authorized.

Background & Summary.

The City Manager, Corporation Counsel and staff have engaged all parties in extensive negotiations that resulted in the Settlement Agreement and Covenant Not to Sue ("**Agreement**")

the City Council approved for execution at its June 29, 2026 meeting. As outlined in that report, the Council's consideration of an amendment to the Albion's Planned Development with the modifications was also needed for the sound fence.

The Settlement Agreement stemmed from concerns from Jody and Peter Mordini, of 1853 Sheahen Ct., a property adjacent to the subject property 1850 Green Bay Rd. (the "**Albion Property**") owned by Albion Jacobs Highland Park, LLC ("**Albion**"), about the level of noise that emanates from and is attributable to the Albion Property. In response, the City issued administrative citations to Albion, which citations are being adjudicated in the City's administrative hearing system. The citations allege that the air conditioner units for the residential building on the Albion Property generate noise in excess of the noise regulations in City Code.

Albion denies the Albion Property is the proximate cause of the alleged noise violations. The City and Albion have undertaken extensive investigation into the source of noise, and in an effort to resolve the dispute, Albion advanced several number of action items including but not limited to the proposed solution in the Agreement:

- Albion proposes to construct a 12-foot high, 100-foot long absorptive sound barrier system ("**Sound Barrier System**") on the northern boundary line of the Albion Property bordering the Mordini residence at 1853 Sheahen Ct.

The Applicant has provided a narrative regarding their proposal in **Attachment 1.**

Project & Code Review.

In order to allow the Sound Barrier System Albion has applied for amendments to the 2019 approval and modifications from City Code, as follows:

- Amendments to the Planned Development and Development Agreement:
    - The landscaping plans for both approval documents will be amended to include the updated **Exhibit B – Sound Mitigation Fence and Landscaping**.
        - Note, no new landscaping is proposed; however, the fence exhibit states that existing trees on the fence line to be protected during construction per Forestry tree preservation standards.
- Modifications from City Code:
    - A modification from Sec. 173.005(G).

- "(1) Open-type fences shall be constructed of ornamental metal, with a black powder-coat finish."
- "(2) Solid-type fences shall be constructed of either masonry or smooth-finished wood; provided, however, that if the solid-type fence is required to meet the refuse container screening standard set forth in Section 150.2245 of Chapter 150 of this Code, the fence shall be constructed of masonry to match the primary material of which the buildings and structures on the property are constructed."



- Proposal:
  - The sound mitigation fence will be the Silent Protector (Absorptive) material, using PVC sound barrier with acoustical mineral wool fill (see the snip from **Exhibit B** depicting what the material will look like). This sound mitigation fence replaces an existing wood fence for the 100' length of the proposed sound mitigation fence.

- A modification from Sec. 173.010(D)(2).
  - "(D) A solid type or open type fence may be erected to a height not exceeding eight feet in any of the following instances:" […] "(2) Along the lot line of residential property which separates such property from any business or industrial district or from any property being used for a non-conforming use which is permitted in only a business or industrial district."
  - Proposal:
    - Relief is 4.33' from the 8' maximum height requirement to allow a 12.33' high fence. The fence will vary in height from a peak of 12.33' to a low of 12'.

In accordance with Section 150.307 of the Zoning Code, the City Council has the authority to approve the Zoning Relief in order to settle litigation provided, however, that nothing in the Agreement obligates the City Council to grant the Zoning Relief, and the City shall have no obligation to grant the Zoning Relief.

Additional Agreement Stipulations.

As stated in the June 29 report, the Agreement stipulates the implementation of the Sound

Barrier System and sound dampening windows for the Mordini residence – see Section 2 of the Agreement. The City shall then dismiss the citations, upon execution of the Agreement by the parties. The Agreement is conditioned on the execution by the Mordini's and delivery to Albion of a covenant not to sue and release of claims –see Exhibit C in the Agreement.

In order to proceed with the permit for the sound mitigation fence, the City Council must approve this relief from City Code and amendments to the 2019 approval.

Core Priorities:

Fiscal Stability, Vibrancy, and Economic Development

This major planned development brought new housing units and residents to downtown Highland Park contributing to its vibrancy. This amendment improves mitigation measures for this development.

Attachments:

1. Ordinance (1850 Green Bay Rd.)
2. Ordinance Exhibit A - Legal Description of the Property
3. Ordinance Exhibit B - Project Data and Location Plan
4. Ordinance Exhibit C - Existing Side Yard Plan
5. Ordinance Exhibit D - Existing Building Elevation Exhibit
6. Ordinance Exhibit E - Fence Details Exhibit
7. Attachment 1 - Statement of Objectives

City of Highland Park

Ordinance No. _____

An Ordinance Amending a Special Use Permit for a Planned Development and Granting Variations from the City Code
(1850 Green Bay Road)

WHEREAS, Albion Jacobs Highland Park, LLC, a Delaware limited liability company ("***Owner***"), is the record title owner of that certain parcel of real property located in the B4-5 Commercial Service District of the City, commonly known as 1850 Green Bay Road, Highland Park, Illinois, and legally described in **Exhibit A** attached to and, by this reference, made a part of this Resolution ("***Property***"); and

WHEREAS, the Property is improved with a five-story residential building ("***Building***") and off-street parking facilities; and

WHEREAS, on August 16, 2019, the City Council adopted Ordinance No. 059-2019 ("***Special Use Ordinance***"), granting, among other things, a special use permit for a planned development for the Property; and

WHEREAS, as required by Section 7.A of the Special Use Ordinance, the City and Owner entered into that certain Development Agreement dated August 26, 2019 ("***Original Development Agreement***"), as amended by that certain First Amendment to Development Agreement dated January 13, 2020 ("***First Amendment***," and with the Original Development Agreement, the "***Development Agreement***"), to provide for the use, development, and operation of the Property in accordance with the Special Use Ordinance; and

WHEREAS, on or about June 2024, the City issued citations to the Owner, alleging that the air conditioning units in the Building generated noise in excess of the City's noise regulations set forth in Section 150.607 ("***City Noise Regulations***") of the "City of Highland Park Zoning Ordinance of 1997," as amended ("***Zoning Code***"); and

WHEREAS, on October 31, 2024, the City commenced litigation against the Applicant in its administrative hearing system, alleging a violation of the City Noise Regulations ("***Pending Litigation***"); and

WHEREAS, the City and the Owner determined that an effective solution to the alleged violations of the City Noise Regulations would be the construction of a 12.33-foot high sound-mitigating polyvinyl chloride (PVC) fence along the north property line of the Property ("***Proposed Fence***"); and

WHEREAS, pursuant to Section 173.010(D)(2) of the "Highland Park City Code of 1968," as amended ("***City Code***"), the maximum permitted height for a solid fence along the lot line of a residential property which separates that property from any business district is eight feet; and

WHEREAS, pursuant to Section 173.050(G) of the City Code, solid-type fences must be constructed of either masonry or smooth-finished wood; and

WHEREAS, pursuant to Section Three of the Special Use Ordinance, the Property must be developed, used, and maintained in accordance with the "***Final Development Plan***" (as that term is defined in the Special Use Ordinance); and

WHEREAS, in order to allow the installation of the Proposed Fence on the Property, the Owner has filed an application with the City for the approval of: (i) an amendment to the approved planned development for the Property, (ii) an amendment to the Development Agreement; and (iii) variations to Sections 173.010(D)(2) and 173.0505(G) of the City Code (collectively, the "***Requested Relief***"); and

WHEREAS, pursuant to Section 150.545(A)(1)(i) of the Zoning Code, the Requested Relief constitutes a "substantial change" to the approved planned development; and

WHEREAS, in accordance with Section 150.307 of the Zoning Code, the City Council has the authority to approve the Requested Relief in order to settle litigation, in accordance with the procedure set forth that Section; and

WHEREAS, a public hearing of the City Council to consider the approval of the Requested Relief was duly advertised in the Lake County News Sun on July 31, 2026 and held on August 17, 2026, pursuant to Section 150.307 of the Zoning Code; and

WHEREAS, the City Council has determined that it will serve and be in the best interests of the City to grant the Requested Relief, subject to the conditions, restrictions, and provisions of this Ordinance;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF HIGHLAND PARK, LAKE COUNTY, ILLINOIS, as follows:

SECTION ONE: RECITALS. The foregoing recitals are incorporated into, and made a part of, this Ordinance as the findings of the City Council.

SECTION TWO: AMENDMENT OF APPROVED PLANNED DEVELOPMENT. Subject to, and contingent upon, the conditions, restrictions, and provisions set forth in Section Five of this Ordinance, the City Council hereby approves an amendment to the approved planned development for the Property to allow the construction of the Proposed Fence on the Property, in accordance with, and pursuant to, Section 150.307 and Articles V and XIV of the Zoning Code, and the home rule powers of the City.

SECTION THREE: APPROVAL OF AMENDED FINAL DEVELOPMENT PLAN.

A. Approval of Amendment. Subject to, and contingent upon, the conditions, restrictions, and provisions set forth in Section Five of this Ordinance, the City Council hereby amends the Final Development Plan for the approved planned development for the Property to include the following documents (collectively, the "***Amended Final Development Plan Documents***"):

1. The Project Data and Location Plan, consisting of one sheet and prepared by Hartshorne Plunkard Architecture, with a latest revision date of January 20, 2026, a copy of which is attached to this Ordinance as **Exhibit B**;

2. The Existing Side Yard Plan, consisting of one sheet and prepared by Hartshorne Plunkard Architecture, with a latest revision date of January 20, 2026, a copy of which is attached to this Ordinance as **Exhibit C**;

3. The Existing Building Elevation Exhibit, consisting of one sheet and prepared by Hartshorne Plunkard Architecture, with a latest revision date of January 20, 2026, a copy of which is attached to this Ordinance as **Exhibit D**; and

4. The Fence Details Exhibit, consisting of one sheet and prepared by Hartshorne Plunkard Architecture, with a latest revision date of January 20, 2026, a copy of which is attached to this Ordinance as **Exhibit E**.

B. Conflicts. In the event that any of the Amended Final Development Plan Documents conflict with the plans and documents identified in Section Three of the Special Use Ordinance, the Amended Final Development Plan Documents control.

SECTION FOUR: APPROVAL OF REQUESTED VARIATIONS. Subject to, and contingent upon, the conditions, restrictions, and provisions set forth in Section Five of this Ordinance, the Owner's requests for the following variations for the installation of the Proposed Fence are hereby granted for, and with respect to, the Property, in accordance with and pursuant to Section 150.307 of the Zoning Code and the home rule powers of the City:

A. Height Variation. A variation from Section 173.010(D)(2) of the City Code to increase the maximum permitted height for the Proposed Fence, from eight feet to 12.33 feet.

B. Fence Materials Variation. A variation from Section 173.050(G) of the City Code to waive the requirement that the Proposed Fence be constructed of either masonry or smooth-finished wood.

SECTION FIVE: CONDITIONS. Notwithstanding any use or development right that may be applicable or available pursuant to the provisions of the City Code or the Zoning Code or any other rights the Owner may have, the approvals granted in Sections Two, Three, and Four of this Ordinance are hereby expressly subject to and contingent upon the redevelopment, use, and maintenance of the Property in compliance with each and all of the following conditions:

A. Second Amendment to the Development Agreement.

1. Execution and Recordation. Within 30 days after the adoption of this Ordinance, the Applicant must execute and deliver to the City the Second Amendment to the Development Agreement.

2. Compliance with Development Agreement. The development, use, operation, and maintenance of the Property must at all times comply with all terms, conditions, restrictions, and provisions of the Development Agreement (as amended by the Second Amendment to the Development Agreement).

B. Compliance with Regulations. The redevelopment, use, operation, and maintenance of the Property and the approved planned development for the Property must comply with all applicable City codes and ordinances, as the same have been or may be amended from time to time, except to the extent specifically

provided otherwise in this Ordinance, the Special Use Ordinance, or the Development Agreement (as amended by the Second Amendment to the Development Agreement).

C. Compliance with Final Development Plan. The redevelopment, use, operation, and maintenance of the Property must comply with the Final Development Plan, as defined in Section Three of the Special Use Ordinance, and as amended pursuant to Section Three of this Ordinance, except for minor changes and site work approved by the Director of Community Development and the City Engineer (for matters within their respective permitting authorities) in accordance with all applicable City standards.

SECTION SIX: CONTINUED EFFECT; CONFLICTS. Except as provided otherwise in this Ordinance, all terms, provisions, and requirements of the approved planned development for the Property remain unchanged and in full force and effect. In the event of a conflict between this Ordinance on the one hand, and the Special Use Ordinance or the Final Development Plan on the other, this Ordinance will control.

SECTION SEVEN: RECORDATION; BINDING EFFECT. A copy of this Ordinance will be recorded in the Office of the Lake County Recorder of Deeds. This Ordinance and the privileges, obligations, and provisions contained herein will run with the Property and will inure to the benefit of, and be binding upon, the Owner and its personal representatives, successors, and assigns.

SECTION EIGHT: FAILURE TO COMPLY WITH CONDITIONS. Upon the failure or refusal of the Owner to comply with any or all of the conditions, restrictions, or provisions of this Ordinance, in addition to all other remedies available to the City, the approvals granted in this Ordinance, and in the approved planned development for the Property (as amended) (collectively, the ***"Approvals"***), will, at the sole discretion of the City Council, by ordinance duly adopted, be revoked and become null and void; provided, however, that the City Council may not so revoke the Approvals unless it first provides the Owner with two months advance written notice of the reasons for revocation and an opportunity to be heard at a regular meeting of the City Council. In the event of such revocation, the City Manager and Corporation Counsel are hereby authorized and directed to bring such zoning enforcement action as may be appropriate under the circumstances.

SECTION NINE: AMENDMENTS. Any amendment to any provision of this Ordinance may be granted only pursuant to the procedures, and subject to the standards and limitations, provided in the Zoning Code for the granting of special use permits.

SECTION TEN: EFFECTIVE DATE.

A. This Ordinance will be effective only upon the occurrence of all of the following events:

1. Passage by the City Council in the manner required by law;

2. Publication in pamphlet form in the manner required by law;

3. Recordation of this Ordinance, together with such exhibits as the City Clerk deems appropriate for recordation, with the office of the Recorder of Lake County; and

4. Execution by the Applicant of the Second Amendment to the Development Agreement, and delivery to the City Clerk of the executed Second Amendment to the Development Agreement, within 30 days after the date of adoption of this Ordinance.

B. In the event that the Applicant does not deliver fully executed copies of the Second Amendment to the Development Agreement within 30 days after the date of adoption of this Ordinance by the City Council, as required by Section 10.A.4 of this Ordinance, this Ordinance will automatically, and without further action, be and become null and void and of no force or effect.

[SIGNATURE PAGE FOLLOWS]

AYES:

NAYS:

ABSENT:

PASSED:

APPROVED:

ORDINANCE NO.

_____
Nancy R. Rotering, Mayor

ATTEST:

_____
Ghida S. Neukirch, City Clerk

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

The Subject Property, commonly known as1850 Green Bay Rd., in Highland Park, IL, is legally described as follows:

LOT 1 IN LAKE COUNTY HEALTH DEPARTMENT NORTH SHORE HEALTH CENTER SUBDIVISION, BEING A SUBDIVISION OF LOTS 2, 3, AND THE NORTHERN 25 FEET OF LOT 4 IN BLOCK 9, CITY OF HIGHLAND PARK LAKE COUNTY, ILLINOIS, AND HAT PART OF THE SOUTH 5 ACRES OF THE EAST HALF OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 23, TOWNSHIP 43 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF THE WESTERLY LINE OF SHEAHEN'S COURT EXTENDED AND PROJECTED SOUTHWESTERLY (EXCEPT THE EAST 104.35 FEET OF THE SOUTH 104.35 FEET OF SAID SOUTH 5 ACRES) IN HIGHLAND PARK, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 20, 2004 AS DOCUMENT NUMBER 5628647, IN LAKE COUNTY, ILLINOIS

PINs: 1623307163

EXHIBIT B

Project Data and Location Plan

FILE COPY - ACCY-2026-00918

PROJECT TEAM

OWNER

ALBION RESIDENTIAL

188 W. RANDOLPH STREET, SUITE 202, CHICAGO, IL 60601
P: 312.335.2675
www.albion-residential.com

ARCHITECT

Hartshorne Plunkard Architecture, LLC

315 W. Walton Street
Chicago, IL 60610
p. 312.226.4488 f. 312.226.4499
www.hparchitecture.com

LICENSED ARCHITECT — RAYMOND J. HARTSHORNE — 001-011536 — EXPIRES 11/30/2025 — STATE OF ILLINOIS

DRAWING LIST

SHEET INDEX

Sheet Discipline	Sheet Number	Sheet Name	Sheet Issue Date
03_ARCH	A.01	EXISTING SIDE YARD PLAN	01/20/2026
03_ARCH	A.02	EXISTING BUILDING ELEVATION	01/20/2026
03_ARCH	A.03	FENCE DETAILS	01/20/2026

1850 GREEN BAY ROAD

HIGHLAND PARK, ILLINOIS

SCOPE OF WORK

INSTALL 100' SOUND MITIGATION FENCE

12' TALL FENCE ALONG PROPERTY LINE

PLANS APPROVED
SUBJECT TO CHANGES NOTED
1850 GREEN BAY ROAD
ADDRESS
TRACIE DYHR, ANDREW YULE
ISSUED TO
THE ISSUANCE OF THIS PERMIT AND DRAWINGS SHALL NOT BE CONSTRUED TO BE A PERMIT FOR OR AN APPROVAL OF ANY VIOLATION OF THE PROVISIONS OF THE ZONING ORDINANCE OR BUILDING CODE OF THE CITY OF HIGHLAND PARK, ILLINOIS.
3/18/2026
BUILDING OFFICIAL
NOTE: KEEP THIS SET OF PLANS ON THE JOB SITE AT ALL TIMES

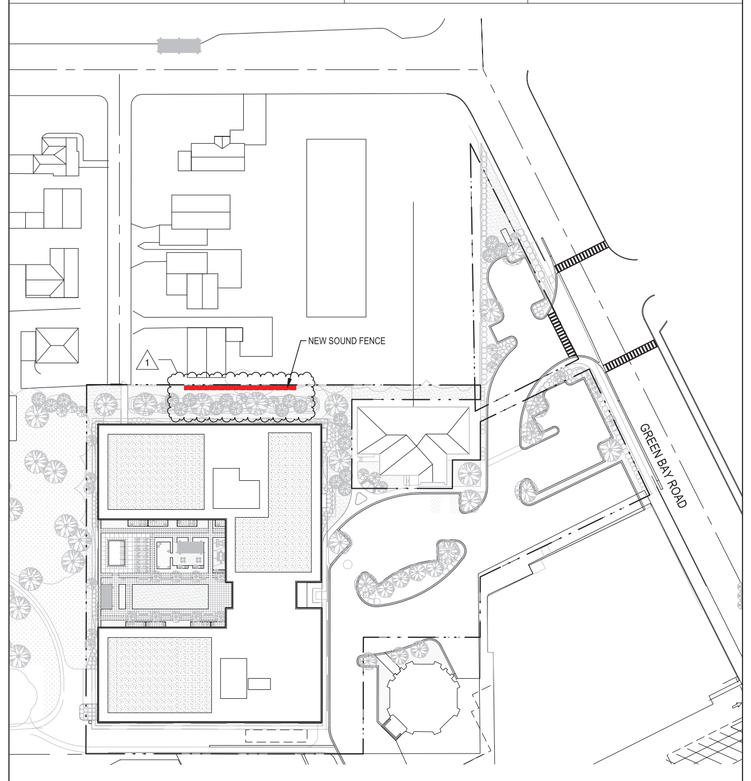
AREA FOR CITY APPROVAL STAMP





EXISTING CONDITIONS

SCALE: N.T.S.



LOCATION MAP

SCALE: 1/64" = 1' - 0"

AIL SOUND WALLS

SPECIFICATIONS & PERFORMANCE

Take a good look at our STC and NRC ratings.

There are two ways to measure a sound barrier's performance — Noise Reduction Coefficient (NRC) and Sound Transmission Class (STC). NRC measures the volume of sound absorbed versus the volume reflected, while STC measures the volume of sound that the wall allows to pass through. As shown below, all our sound wall products meet and surpass recommended NRC and STC standards.

For Product Specifications and Technical Drawings, visit ailsoundwalls.com





Product Specifications	Silent Protector® (Absorptive)	Tuf Barrier® (Reflective)
Span[1]	8 ft -16 ft (2.44 m - 4.87 m)[2]	8 ft -16 ft (2.44 m - 4.87 m)[2]
Panel Width	2.70 in (68.58 mm)	2.70 in (68.58 mm)
Panel Height	5.96 in ± .10 in (151.38 mm ± 0.25 mm)	5.96 in ± .10 in (151.38 mm ± 0.25 mm)
Weight	4.30 lbs/ft² (21 kg/m²)[3]	Min. 4.10 lbs/ft² (20 kg/m²)[4]
Wall Height	Greater than 30 ft / 9 m	Greater than 30 ft / 9 m
STC Rating	up to 39[5]	up to 36[6]
NRC Rating	0.95[7]	n/a

Sound Transmission Loss ASTM E90 / E413

Octave Band Number	2	3	4	5	6	7	STC
Center Frequency (Hz)	125	250	500	1000	2000	4000	–
Silent Protector®	23	21	28	42	48	49	32
Silent Protector® Plus	30	28	34	43	45	49	39
Tuf-Barrier®	23	19	30	45	45	54	31
Tuf-Barrier Plus®	24	21	36	45	49	57	36

Sound Absorption Coefficients ASTM C423/E795

Octave Band Number	2	3	4	5	6	7	NRC
Center Frequency (Hz)	125	250	500	1000	2000	4000	–
Silent Protector®	0.29	0.80	1.13	1.00	0.96	0.72	0.95
Silent Protector® Plus	0.28	0.71	1.06	0.97	0.94	0.78	0.90

Product Specification Notes:

1. Span is governed by wind loads and varies on code requirements. Contact AIL Sound Walls for recommended panel spans for your project.
2. Achieve spans of up to 16 ft (4.88 m) with Silent Protector XL® or Tuf-Barrier XL®
3. Weight of Silent Protector Plus® is 7.3 lbs/ft² (36 kg/m²).
4. Weight of Tuf-Barrier Plus® is 7.5 lbs/ft² (36.6 kg/m²).
5. Standard Silent Protector® has an STC rating of 32. Silent Protector Plus® can achieve an STC rating of 39.
6. Standard Tuf-Barrier® has an STC rating of 31. Tuf-Barrier Plus® can achieve an STC rating of 36.
7. Standard Silent Protector® NRC is 0.95. Silent Protector Plus® NRC is 0.90.

STC – Sound Transmission Class

STC is an integer rating used to measure the decibel reduction through a partition. It states the number of decibels lost through that partition in a laboratory environment.

NRC – Noise Reduction Coefficient

NRC is a rating between 0 and 1 to index how absorptive a material is. An NRC of 0 means no sound waves are absorbed, whereas a rating of 1 means all of the sound waves are absorbed.

NRC	Qualitative
0.4 or less	Poor
0.5 to 0.6	Mediocre
0.6 to 0.7	Good
0.7 to 0.85	Very Good
>-0.85	Excellent
0.95	AIL Silent Protector®



Building Codes Adopted by the City of Highland Park:

- 2018 International Building Code (IBC)
- 2018 Residential Building Code (IRC)
- 2018 International Existing Buidling Code (IEBC)
- 2014 Illinois State Plumbing Code (IPC)
- 2017 National Electrical Code (NEC)
- 2018 International Mechanical Code (IMC)
- 2018 International Fire Code (IFC)
- 2018 International Fuel Gas Code (IFGC)
- 2018 International Property Maintenance Code (IPMC)
- 2018 International Swimming Code and Spa Code (ISPSC)
- 2021 Illinois Energy Conservation Code (IECC)
  1. With Illinois State Amendments
  2. Effective January 1, 2024
- 2018 Illinois Accessibility Code (IAC)

LEGEND

- ELEVATION MARKING
- REVISION
- LARGE SCALE DETAIL
- DETAIL SHEET NUMBER
- SECTION SHEET NUMBER
- ELEVATION SHEET NUMBER
- ROOM
- PARTITION TYPE
- DOOR MARK
- EXISTING CONSTRUCTION TO REMAIN
- NEW PARTITION - SEE PLANS FOR TYPE
- EXISTING CONSTRUCTION TO BE REMOVED

ABBREVIATIONS

A.F.F.	ABOVE FINISHED FLOOR	DWG.	DRAWING	HW.	HARDWARE	PL.	PLATE
AL.	ALUMINUM	ELEV.	ELEVATION	H.W.	HOT WATER	Q.T.	QUARRY TILE
A.R.F.	ABOVE ROUGH FLOOR	EQ.	EQUAL	JT.	JOINT	RAD.	RADIUS
CABT.	CABINET	EXT'G	EXISTING	L.C.	LIGHTWEIGHT CONCRETE	R.	RISER
Ø	CENTER LINE	EXP.	EXPOSED	LAM.	LAMINATED	REQ'D	REQUIRED
CLG.	CEILING	F.D.	FLOOR DRAIN	LAV.	LAVATORY	R.O.	ROUGH OPENING
CONC.	CONCRETE	FLR.	FLOOR	M.O.	MASONRY OPENING	S.B.	SANDBLAST
CONT.	CONTINUOUS	GALV.	GALVANIZED	M.W.K.	MILLWORK	S.M.	SHEET METAL
C.I.	CAST IRON	G.B.	GYPSUM BOARD	MULL.	MULLION	SHT.	SHEET
C.O.	CLEAN OUT	GL.	GLASS	N.I.C.	NOT IN CONTRACT	SIM.	SIMILAR
C.W.	COLD WATER	HDWR.	HARDWARE	O.C.	ON CENTER	S.	SEAL
C.P.	CEMENT PLASTER	O.W.	DRYWALL	OPN'G	OPENING	THK.	THICK
C.T.	CERAMIC TILE	H.M.	HOLLOW METAL	PT.	PAINT	TEMP'D	TEMPERED
DR.	DOOR	HR.	HOUR	PR.	PAIR	TRANS.	TRANSPARENT
DTL.	DETAIL	HT.	HEIGHT	P.L.	PLASTIC LAMINATE	T.	TREAD

TYP.	TYPICAL	
U.N.O.	UNLESS NOTED OTHERWISE	
V.T.	VINYL TILE	
WD.	WOOD	
W.P.	WATER PROOF	
W.R.	WATER RESISTANT	

Contractor shall be responsible for reviewing all Plans and Specifications, verifying all existing conditions prior to proceeding with Construction, complying with all applicable building codes, and notifying Architect immediately of any discrepancies or conflicts. Contractor shall construct the work in conformance with all applicable building codes.

Contractor is responsible for design and installation of properly sized and loaded systems. Submit shop drawings to architect for approval on conformity to Architectural design intent.

A written Architectural Specification was issued for this project and, along with these printed documents, constitute the Contract Documents for this project. Work scope pertinent to all disciplines occurs throughout the Contract Documents. By submitting a bid for this work the Contractor and all subcontractors attest that they have reviewed the entire contract document set and site conditions and have included all applicable work. Additional Architectural Specification copies are available anytime upon request.

Hartshorne Plunkard Architecture, LLC shall retain all copyrights, statutory and common law right with regard to these plans and building design. Reproduction, changes or assignment to any third party shall not occur without obtaining expressed written permission and consent of Hartshorne Plunkard Architecture, LLC.

ALBION

1850 GREEN BAY ROAD, HIGHLAND PARK, IL 60035

ISSUANCES

	DATE	ISSUED FOR
1	01/20/2026	PERMIT PLAN REVIEW RESPONSES

HARTSHORNE PLUNKARD ARCHITECTURE

HPA

315 WEST WALTON STREET
CHICAGO, IL 60610
312.226.4488
HPARCHITECTURE.COM

PROJECT # 25-XXX

PROJECT DATA & LOCATION PLAN

G0.00

I hereby certify that these plans were prepared under my direction and to the best of my knowledge and belief conform to the applicable building codes and ordinances.

Architect: Hartshorne Plunkard Architecture
Registration No. 001-011536

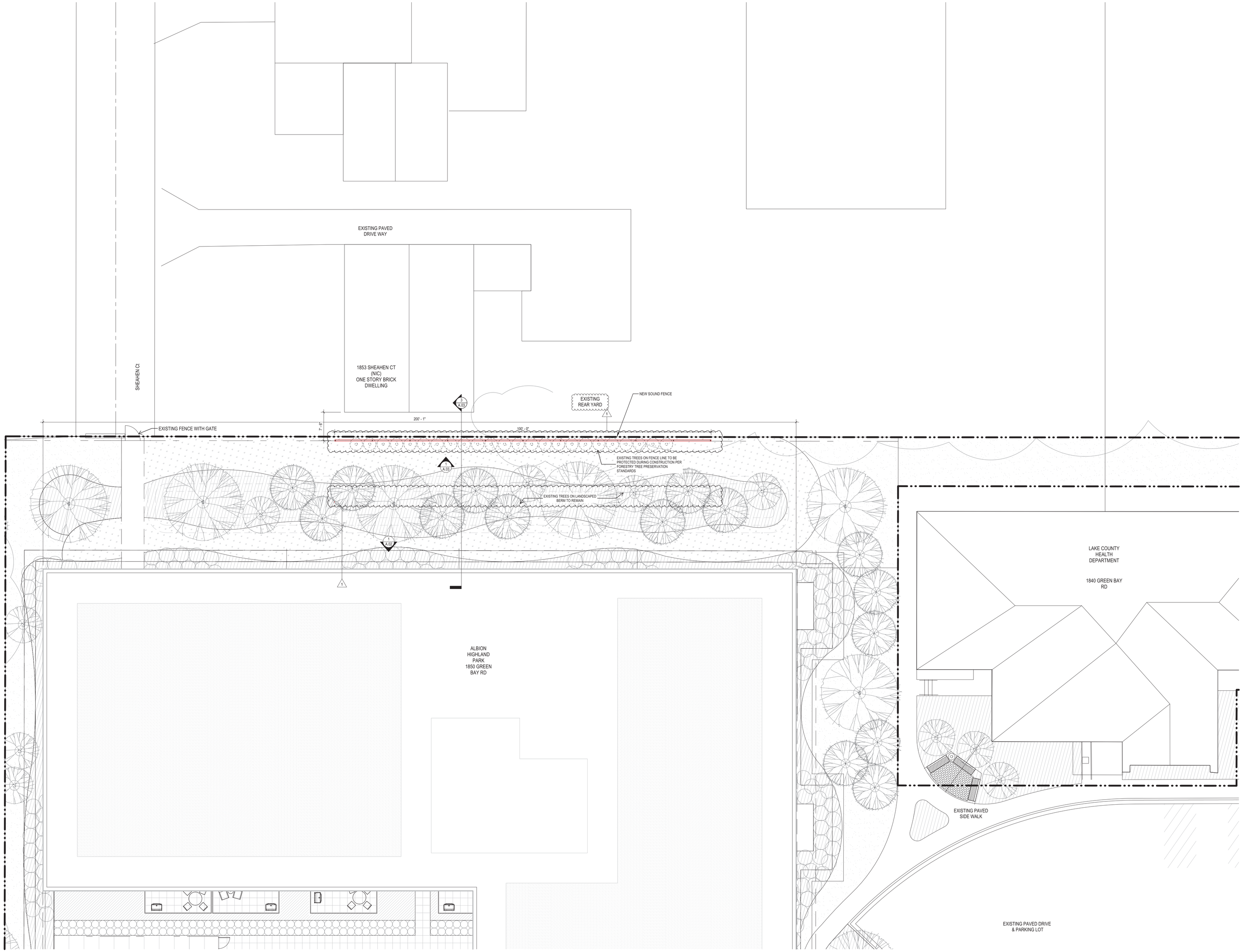
By:

Name: Raymond Hartshorne #011536

Its: Principal

EXHIBIT C

Existing Side Yard Plan



1 ENLARGED SIDE YARD PLAN
SCALE: 1/8" = 1'-0"

AREA FOR CITY APPROVAL STAMP

1

Contractor shall be responsible for reviewing all Plans and Specification, verifying all existing conditions prior to proceeding with Construction, complying with all applicable building codes, and notifying Architect immediately of any discrepancies or conflicts. Contractor shall construct the work in conformance with all applicable building codes.
Contractor is responsible for design and installation of properly sized and loaded systems. Submit shop drawings to architect for approval on conformity to Architectural design intent.
A written Architectural Specification was issued for this project and, along with these printed documents, constitute the Contract Documents for this project. Work scope pertinent to all disciplines occurs throughout the Contract Documents. By submitting a bid for this work the Contractor and all subcontractors attest that they have reviewed the entire contract document set and site conditions and have included all applicable work. Additional Architectural Specification copies are available anytime upon request.
Hartshorne Plunkard Architecture, LLC shall retain all copyrights, statutory and common law right with regard to these plans and building design. Reproduction, changes or assignment to any third party shall not occur without obtaining expressed written permission and consent of Hartshorne Plunkard Architecture, LLC.

ALBION
1850 GREEN BAY ROAD, HIGHLAND PARK, IL 60035

ISSUANCES

	DATE	ISSUED FOR
1	01/30/2026	PERMIT PLAN REVIEW RESPONSES

HARTSHORNE PLUNKARD ARCHITECTURE
315 WEST WALTON STREET
CHICAGO, IL 60610
312.226.4488
HPARCHITECTURE.COM

PROJECT # 25-XXX
SCALE: 1/8" = 1'-0"

EXISTING SIDE YARD PLAN

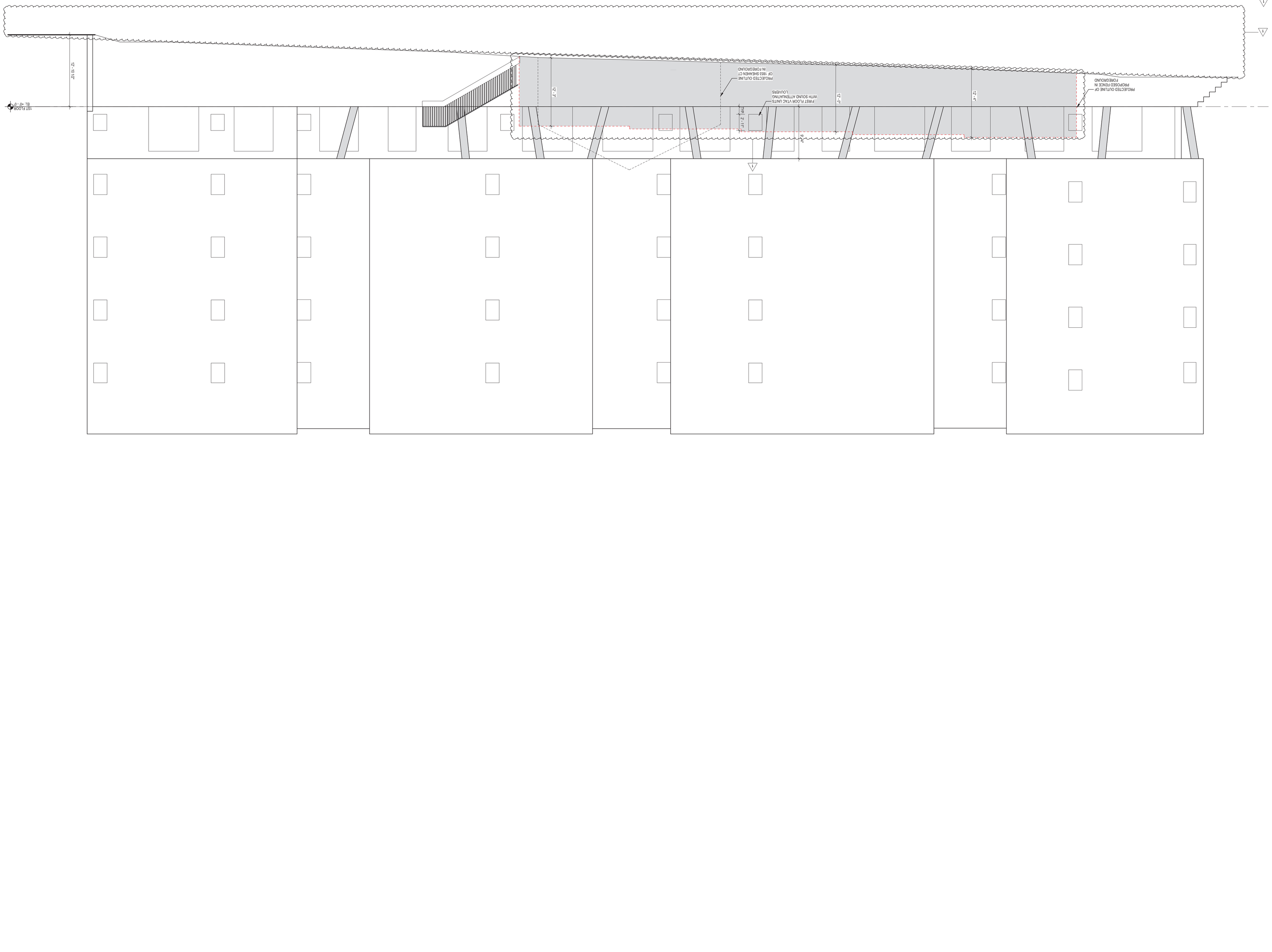
A.01

EXHIBIT D

Existing Building Elevation Exhibit

ALBION HP NORTH ELEVATION

1 SCALE: 3/16" = 1'-0"



EXISTING BUILDING ELEVATION

A.02

SCALE: 3/16" = 1'-0"

PROJECT # 25-XXX

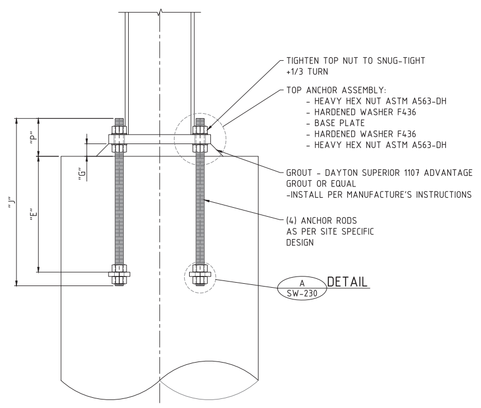
HARTSHORNE PLUNKARD ARCHITECTURE
HPA
315 WEST MAITLON STREET
CHICAGO, IL 60610
312.226.4488
HPARCHITECTURE.COM

EXHIBIT E

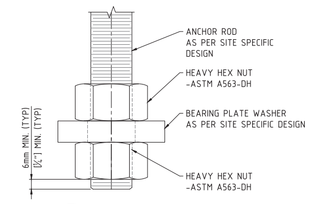
Fence Details Exhibit

AIL SOUNDWALLS

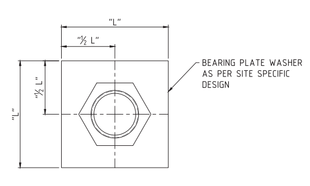
NOTES:
1. DIMENSIONS ARE IN MILLIMETRES [INCHES]
2. J = TOTAL LENGTH
   E = EMBEDMENT
   P = PROJECTION
   L = SIZE OF BEARING PLATE WASHER
   ALL DETERMINED ON A SITE SPECIFIC BASIS



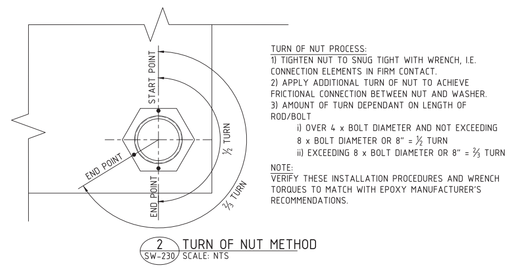
1 SW-230 TYPICAL ANCHOR ROD DETAIL
SCALE: NTS



A SW-230 BOTTOM ANCHOR ASSEMBLY DETAIL
SCALE: NTS



A SW-230 BOTTOM ANCHOR ASSEMBLY DETAIL
SCALE: NTS

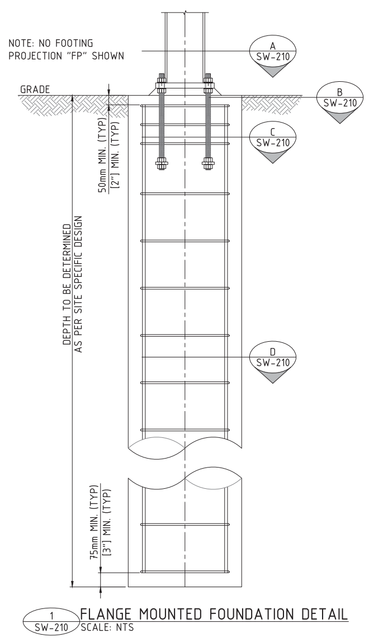


TURN OF NUT PROCESS:
1) TIGHTEN NUT TO SNUG TIGHT WITH WRENCH, I.E. CONNECTION ELEMENTS IN FIRM CONTACT.
2) APPLY ADDITIONAL TURN OF NUT TO ACHIEVE FRICTIONAL CONNECTION BETWEEN NUT AND WASHER.
3) AMOUNT OF TURN DEPENDANT ON LENGTH OF ROD/BOLT
   i) OVER 4 x BOLT DIAMETER AND NOT EXCEEDING 8 x BOLT DIAMETER OR 8" = 1/2 TURN
   ii) EXCEEDING 8 x BOLT DIAMETER OR 8" = 1/2 TURN

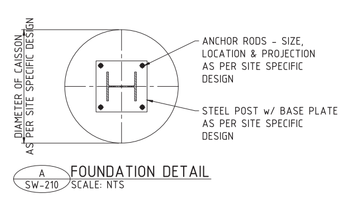
NOTE:
VERIFY THESE INSTALLATION PROCEDURES AND WRENCH TORQUES TO MATCH WITH EPOXY MANUFACTURER'S RECOMMENDATIONS.

2 SW-230 TURN OF NUT METHOD
SCALE: NTS

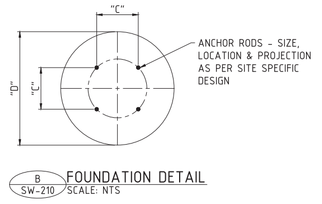
Foundations:	Ground Mounted - Flange
Preliminary Foundation Information:	(11) posts / foundations total
	(3) posts at 24 in diameter 10.5 ft deep w/ (8) #8 bars reinforcement
	(4) posts at 24 in diameter 11.5 ft deep w/ (8) #8 bars reinforcement
	(4) posts at 24 in diameter 13 ft deep w/ (8) #8 bars reinforcement



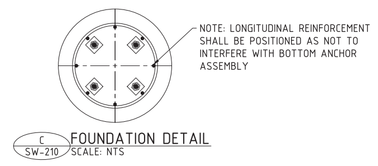
1 SW-210 FLANGE MOUNTED FOUNDATION DETAIL
SCALE: NTS



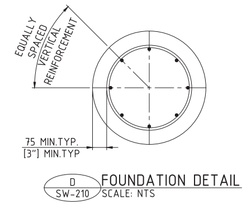
A SW-210 FOUNDATION DETAIL
SCALE: NTS



B SW-210 FOUNDATION DETAIL
SCALE: NTS

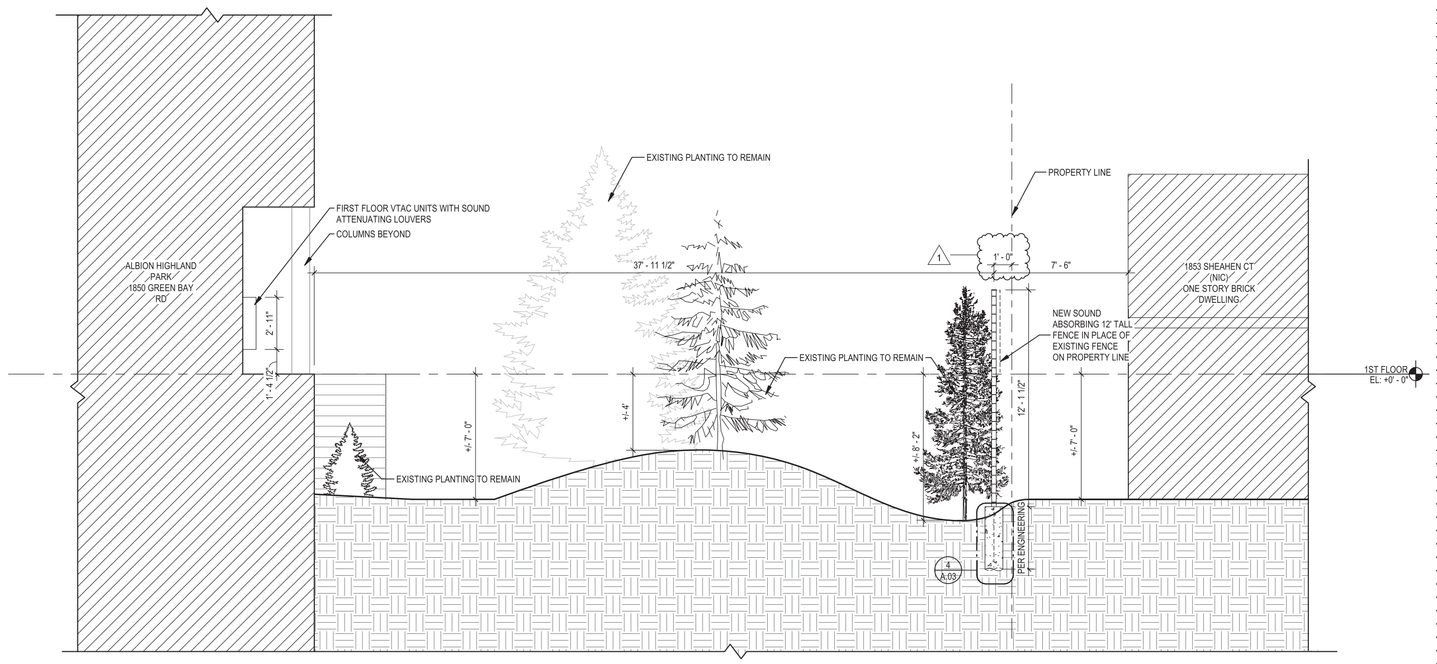


C SW-210 FOUNDATION DETAIL
SCALE: NTS

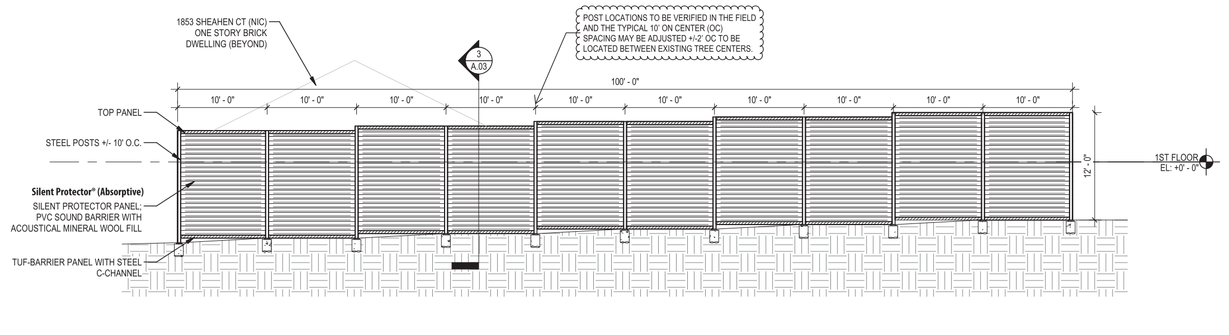


D SW-210 FOUNDATION DETAIL
SCALE: NTS

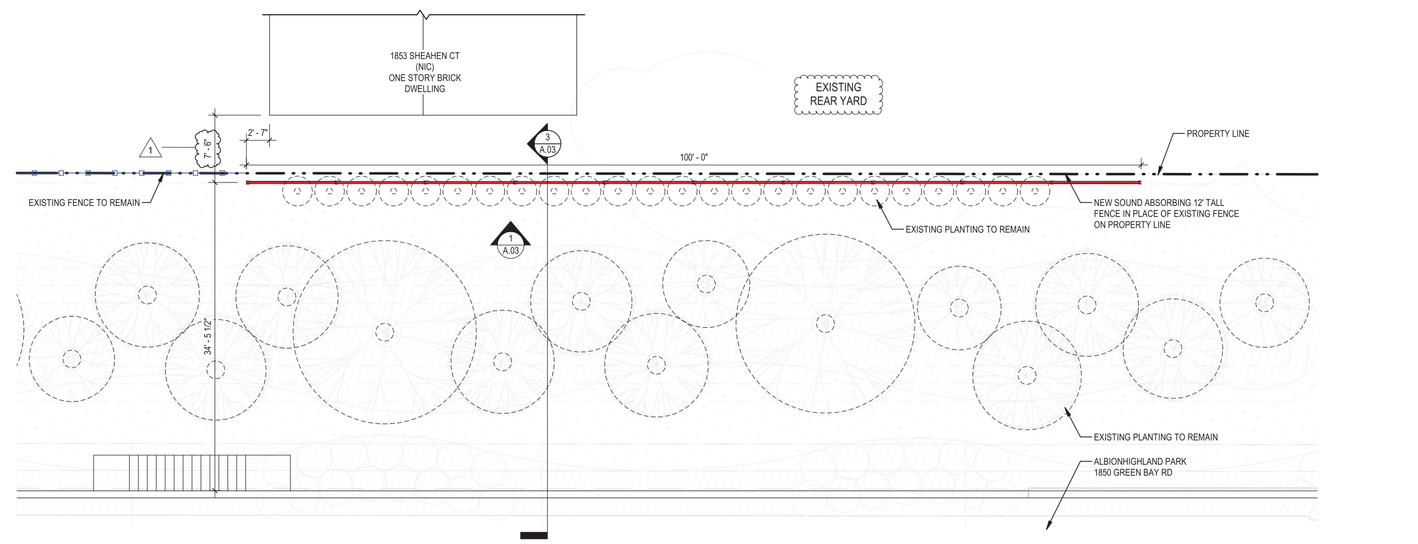
4 AIL SoundWall FOOTING DETAIL
SCALE: 1" = 1'-0"



3 Section AIL SoundWall
SCALE: 1/4" = 1'-0"

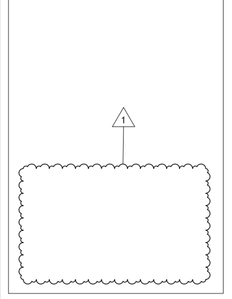


1 Elevation - AIL SoundWall
SCALE: 1/8" = 1'-0"



2 AIL SoundWall Site Plan
SCALE: 1/8" = 1'-0"

AREA FOR CITY APPROVAL STAMP



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Contractor is responsible for design and installation of properly sized and loaded systems. Submit shop drawings to architect for approval on conformity to Architectural design intent.

A written Architectural Specification was issued for this project and, along with these printed documents, constitute the Contract Documents for this project. Work scope pertinent to all disciplines occurs throughout the Contract Documents. By submitting a bid for this work the Contractor and all subcontractors attest that they have reviewed the entire contract document set and site conditions and have included all applicable work. Additional Architectural Specification copies are available anytime upon request.

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ALBION
1850 GREEN BAY ROAD, HIGHLAND PARK, IL 60035

ISSUANCES

	DATE	ISSUED FOR
1	01/20/2026	PERMIT PLAN REVIEW RESPONSES

HARTSHORNE PLUNKARD ARCHITECTURE
HPA
315 WEST WALTON STREET
CHICAGO, IL 60610
312.226.4488
HPARCHITECTURE.COM

PROJECT # 25-XXX
SCALE: As indicated

FENCE DETAILS

A.03

1850 GREEN BAY ROAD PLAN UNIT DEVELOPMENT AMENDMENT REQUEST

July 29, 2026

APPLICANT

Albion Jacobs Highland Park, LLC ("Albion")

STATEMENT OF OBJECTIVES

Albion is the owner of `850 Green Bay Road, Highland Park, Illinois 60035. The Albion Property is improved with a five-story residential building ("***Building***") and is located in the B4-5 Commercial Service District of the City. On August 26, 2019, the City approved a special use permit in the nature of a planned development for the Albion Property ("***Planned Development***"), as subsequently amended. Jody and Peter Mordini ("***Mordinis***") are the owners of 1853 Sheahen Court, Highland Park, Illinois 60035 ("***Mordini Property***"), located in the R6 Medium Density Residential District of the City. The Mordini Property is located adjacent to and north of the Albion Property and is improved with a single-family residence ("***Mordini Residence***"). The Mordinis have expressed concern about the level of noise that emanates to the Mordini Property and have indicated that, based on their observations, the noise is attributable to the Albion Property.

Albion denies the Albion Property is the proximate cause of the alleged noise violations, in light of the noise generated from adjacent non-residential properties and ambient noise generated from high traffic areas in the immediate vicinity of the Mordini Property ("***Noise Dispute***"). The City and Albion have undertaken extensive investigation into the sources of noise giving rise to claimed violation of the City's Noise Regulations which were issued subsequent to Albion's installation of sound-reducing louvers on air conditioning units located in the windows of the Building ("***Louvers***"). In an effort to resolve the Noise Dispute, Albion advanced a number of action items including but not limited to planting additional landscaping, installing a noise matt on the existing fence and installation of customized louvres on the north elevation. In a further effort to resolve the Noise Dispute, Albion hereby proposes to construct a 12-foot high, 100-foot long absorptive sound barrier system on the northern boundary line of the Albion Property bordering the Mordini Residence, in the manner set forth on the materials list and in the manner set forth on the dimensions and location plans attached hereto ("***Sound Barrier System***"). Pursuant to Section 173.010(D)(2) of the "Highland Park City Code of 1968," as amended ("***City Code***"), the maximum permitted height for a solid fence along the lot line of a residential property which separates such residential property from any business district is eight feet.

Pursuant to Section 173.050(G) of the City Code, solid-type fences must be constructed of either masonry or smooth-finished wood. In order to permit the construction of the Sound Barrier System on the Albion Property, Albion submits this application to the City for an amendment to the Planned Development and for variations

from Sections 173.005(G) and 173.010(D)(2) of the City Code (collectively, the "***Zoning Relief***"). In accordance with Section 150.307 of the Zoning Code, the City Council of the City ("***City Council***") has the authority to approve the Zoning Relief in order to settle litigation.

VARIANCE REQUEST

Applying the standards set forth in Section 170.030(c) of the Code, the City Council should be able to make the following findings of fact based upon the evidence submitted herein and at the hearing:

1. ***The requested variation will contribute to the favorable environment of the City and is suitable and compatible with (a) the character of neighboring buildings and structures existing or under construction, and (b) the character of the neighborhood and zoning district.*** An eight (8) foot fence can be built as a matter right. However, the Mordinis do not believe that such a fence will adequately address their noise concerns. As experts have opined, the additional fence height will help sound mitigation, promote safety and provide protection for the Mordini residence. The area in question is remote and will only be visible to the homeowners and their invitees. Lastly, the City and Albion entered into Settlement Agreement and Covenant Not to Sue dated July 23, 2026 (the "Settlement Agreement"), that specifically sought to address the Mordini's concerns believing that that the relief sought herein is suitable and compatible with the remote character of the area, the neighboring structures, and the neighborhood.

2. ***The requested variation will not be detrimental to the harmonious and orderly growth of the City***. Albion believes that the additional fence height will not have an adverse effect on the harmonious and orderly growth of the City. This request is based upon a unique set of facts that will most likely not be duplicated anywhere else on the City.

3. ***The requested variation will not cause a substantial depreciation in the property values or taxable values in the neighborhood***. Albion believes that the requested variation to have a slightly higher fence will not cause a depreciation in the property values or taxable values on the neighborhood. As stated above, the area where the fence will be built is remote in character and will unlikely be seen by the general public.

NEIGHBORHOOD OUTREACH

The owners' representatives have met with the Mordinis for their comments and feedback.

Staff Report

Meeting Date: August 17, 2026

Staff Contact: Karl Burhop, Senior Planner

Department: Community Development Department

Title: A Resolution Approving a Second Amendment to the Development Agreement Between The City of Highland Park and Albion Jacobs Highland Park, LLC

Recommendation:
Staff recommend approving a Second Amendment to the Development Agreement, to allow the installation of a sound mitigation fence on the north side of 1850 Green Bay Rd. (the "***Property***").

Policy Consideration:
The report for this item is with the Ordinance amending the Planned Development (the prior item on the agenda).

Core Priorities:
Fiscal Stability, Vibrancy, and Economic Development
This major planned development brought new housing units and residents to downtown Highland Park contributing to its vibrancy. This amendment improves mitigation measures for this development.

Attachments:
1. Resolution (1850 Green Bay Rd.)
2. Resolution Exhibit A - Second Amendment to the Development Agreement
3. DA Exhibit A - Legal Description of the Property
4. DA Exhibit B - Project Data and Location Plan
5. DA Exhibit C - Existing Side Yard Plan
6. DA Exhibit D - Existing Building Elevation Exhibit
7. DA Exhibit E - Fence Details Exhibit

City of Highland Park

Resolution No. _____

A Resolution Approving a Second Amendment to the Development Agreement Between The City of Highland Park and Albion Jacobs Highland Park, LLC

WHEREAS, Albion Jacobs Highland Park, LLC, a Delaware limited liability company ("***Owner***"), is the record title owner of that certain parcel of real property located in the B4-5 Commercial Service District of the City, commonly known as 1850 Green Bay Road, Highland Park, Illinois ("***Property***"); and

WHEREAS, the Property is improved with a five-story residential building ("***Building***") and an accessory off-street parking lot; and

WHEREAS, on August 16, 2019, the City Council adopted Ordinance No. 059-2019 ("***Special Use Ordinance***"), granting, among other things, a special use permit for a planned development for the Property; and

WHEREAS, the City and the Owner have entered into that certain Development Agreement Between the City of Highland Park and Albion Jacobs Highland Park, LLC dated August 26, 2019 ("***Original Agreement***"), as amended pursuant to the First Amendment to the Development Agreement dated January 13, 2020 ("***First Amendment***," and with the Original Agreement, the "***Development Agreement***"), which Development Agreement governs the use and development of the Property in accordance with the Special Use Ordinance; and

WHEREAS, on or about June 2024, the City issued citations to the Owner, alleging that the air conditioning units in the Building generated noise in excess of the City's noise regulations set forth in Section 150.607 ("***City Noise Regulations***") of the "City of Highland Park Zoning Ordinance of 1997," as amended ("***Zoning Code***"); and

WHEREAS, on October 31, 2024, the City commenced litigation against the Applicant in its administrative hearing system, alleging a violation of the City Noise Regulations ("***Pending Litigation***"); and

WHEREAS, the City and the Owner determined that construction of a 12.33-foot high sound-mitigating polyvinyl chloride (PVC) fence along the north property line of the Property ("***Proposed Fence***") will provide an effective solution to the alleged violations of the City Noise Regulations; and

WHEREAS, on _____, 2026, the City Council adopted Ordinance No. _____ ("***Amendatory Ordinance***"): (i) amending the special use permit for a planned development for the Property granted pursuant to the Special Use Ordinance; and (ii) approving certain variations from the "Highland Park City Code of 1968," as amended, within the planned development for the Property; and

WHEREAS, Section 5.A of the Amendatory Ordinance requires that the City and the Owner enter into an amendment to the Development Agreement governing the construction and use of the Proposed Development; and

WHEREAS, the City and the Owner now desire to amend the Development Agreement, in accordance with Section 15.L of the Development Agreement, to provide for the construction of the Proposed Fence on the Property (*"**Second Amendment to the Development Agreement**"*); and

WHEREAS, the City Council has determined that entering into the Second Amendment to the Development Agreement with the Owner will serve and be in the best interest of the City;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF HIGHLAND PARK, LAKE COUNTY, ILLINOIS, as follows:

SECTION ONE: RECITALS. The foregoing recitals are incorporated into, and made a part of, this Resolution as findings of the City Council.

SECTION TWO: APPROVAL OF SECOND AMENDMENT TO THE DEVELOPMENT AGREEMENT. The Second Amendment to the Development Agreement by and between the City and the Owner is hereby approved in substantially the form attached to this Resolution as **Exhibit A**, and in a final form to be approved by the City Manager and the Corporation Counsel.

SECTION THREE: EXECUTION OF SECOND AMENDMENT TO THE DEVELOPMENT AGREEMENT. The City Manager and the Deputy City Clerk are hereby authorized and directed to execute and attest, on behalf of the City, the Second Amendment to the Development Agreement upon receipt by the City Clerk of at least one original copy of the Second Amendment to the Development Agreement executed by the Owner; provided, however, that if the executed copy of the Second Amendment to the Development Agreement is not received by the City Clerk within 30 days after the effective date of this Resolution, then this authority to execute and attest will, at the option of the City Council, be null and void.

SECTION FOUR: EFFECTIVE DATE. This Resolution will be in full force and effect upon its passage and approval by a majority of the members of the City Council.

AYES:

NAYS:

ABSENT:

PASSED:

APPROVED:

RESOLUTION NO.

Nancy R. Rotering, Mayor

ATTEST:

Ghida Neukirch, City Clerk

EXHIBIT A

SECOND AMENDMENT TO THE DEVELOPMENT AGREEMENT

THIS DOCUMENT PREPARED BY AND AFTER RECORDING RETURN TO:

Steven M. Elrod
Elrod Friedman LLP
350 North Clark Street
Second Floor
Chicago, IL 60654

Above Space For Recorder's Use Only

SECOND AMENDMENT TO THE DEVELOPMENT AGREEMENT

BETWEEN

THE CITY OF HIGHLAND PARK

AND

ALBION JACOBS HIGHLAND PARK, LLC
(1850 Green Bay Road)

DATED AS OF _____, 2026

SECOND AMENDMENT TO THE DEVELOPMENT AGREEMENT
BETWEEN
THE CITY OF HIGHLAND PARK
AND ALBION JACOBS HIGHLAND PARK, LLC
(1850 Green Bay Road)

THIS IS A SECOND AMENDMENT (***"Second Amendment"***), dated as of _____ __, 2026 (***"Effective Date"***), to a Development Agreement ("***Original Development Agreement"***) dated August 26, 2019, as amended by that certain First Amendment to Development Agreement dated January 13, 2020 ("***First Amendment***," and with the Original Development Agreement, the "***Development Agreement***"), by and between the **CITY OF HIGHLAND PARK**, an Illinois home rule municipal corporation (***"City"***), and **ALBION JACOBS HIGHLAND PARK, LLC**, a Delaware limited liability company (***"Owner"***).

IN CONSIDERATION OF the recitals and the mutual covenants and agreements set forth in this Second Amendment, and pursuant to the City's home rule powers, the City and the Owner hereto agree as follows:

SECTION 1. RECITALS.

A. On August 16, 2019, the City Council adopted Ordinance No. O59-2019 (***"Special Use Ordinance"***), granting, among other things, a special use permit for a planned development (***"Approved Planned Development"***) for that certain parcel of real property commonly known as 1850 Green Bay Road, and legally described in **Exhibit A** attached to and, by this reference, made a part of this Second Amendment (***"Property"***).

B. Pursuant to the Special Use Ordinance, the Owner developed a five-story residential structure and off-street parking facilities on the Property.

C. As required by Section 7.A of the Special Use Ordinance, the City and the Owner entered into the Original Development Agreement, governing the redevelopment and use of the Property.

D. On or about June 2024, the City issued citations to the Owner, alleging that the air conditioning units in the Building generated noise in excess of the City's noise regulations set forth in Section 150.607 ("City Noise Regulations") of the "City of Highland Park Zoning Ordinance of 1997," as amended ("***Zoning Code***").

E. On October 31, 2024, the City commenced litigation against the Applicant in its administrative hearing system, alleging a violation of the City Noise Regulations (***"Pending Litigation"***).

G. In an effort to resolve the Pending Litigation the Owner proposes to construct a 12.33-foot high sound-mitigating polyvinyl chloride (PVC) fence along the north property line of the Property (***"Requested Amendment"***).

I. Pursuant to Section 150.545(A)(i) of the "Highland Park Zoning Ordinance of 1978", as amended (***"Zoning Code"***), the Requested Amendment constitutes a "substantial change" to the Approved Planned Development.

J. Pursuant to Articles V and XIV of the Zoning Code, the Owner filed an application with the City to amend the Approved Planned Development for the Property to allow for the Requested Amendment.

K. A public hearing of the City Council to consider the Requested Amendment was duly advertised in the *Lake County News Sun* on _____ __, 2026, and held on August 17, 2026.

L. On August 17, 2026, pursuant to Section 150.307 of the Zoning Code, the Corporate Authorities approved Ordinance No. _____, approving an amendment to the Special Use Ordinance to allow development of the Property in accordance with the Requested Amendment (***"Amendatory Ordinance"***).

M. As provided in, and as a condition of, the Amendatory Ordinance, the Owner has agreed to execute this Second Amendment so as to provide that the Property be redeveloped and used only in compliance with the Development Agreement, as amended by this Second Amendment, and the Special Use Ordinance, as amended by the Amendatory Ordinance.

N. The City and the Owner now desire to further amend the Development Agreement, in accordance with Section 17.L of the Original Development Agreement, to allow for the development of the Property in accordance with this Second Amendment.

SECTION 2. DEFINITIONS; RULES OF CONSTRUCTION.

A. Definitions. All capitalized words and phrases used throughout this Second Amendment have the meanings set forth in the various provisions of the Development Agreement. If a word or phrase is not specifically defined in this Second Amendment, it has the same meaning as in the Development Agreement.

B. Rules of Construction. Except as specifically provided in this Second Amendment, all terms, provisions and requirements contained in the Development Agreement remain unchanged and in full force and effect. In the event of a conflict between the text of the Development Agreement and the text of this Second Amendment, the text of this Second Amendment controls.

SECTION 3. COMPLIANCE WITH THE AMENDATORY ORDINANCE AND WITH THE AMENDED FINAL DEVELOPMENT PLAN DOCUMENTS.

A. General Use and Development Restrictions. The redevelopment and use of, and the construction on, the Property, must, except for minor alterations due to final engineering and site work approved by the City Engineer or the Director of Community Development, as appropriate, comply, and be in accordance, with all documents identified in the Development Agreement, as amended, and the Special Use Ordinance, as amended by the Amendatory Ordinance.

B. Amendment of Final Development Plan. The City and the Owner acknowledge and agree that, in accordance with Section 2.A of the Development Agreement and Section 2.A of this Second Amendment, the Final Development Plan is amended to include the following documents (collectively, the ***"Amended Final Development Plan Documents"***):

1. The Project Data and Location Plan, consisting of one sheet and prepared by Hartshorne Plunkard Architecture, with a latest revision date of January 20, 2026, a copy of which is attached to this Ordinance as **Exhibit B**;

2. The Existing Side Yard Plan, consisting of one sheet and prepared by Hartshorne Plunkard Architecture, with a latest revision date of January 20, 2026, a copy of which is attached to this Ordinance as **Exhibit C**;

3. The Existing Building Elevation Exhibit, consisting of one sheet and prepared by Hartshorne Plunkard Architecture, with a latest revision date of January 20, 2026, a copy of which is attached to this Ordinance as **Exhibit D**; and

4. The Fence Details Exhibit, consisting of one sheet and prepared by Hartshorne Plunkard Architecture, with a latest revision date of January 20, 2026, a copy of which is attached to this Ordinance as **Exhibit E**.

C. In the event that the Amended Final Development Plan Documents conflict with the Final Development Plan documents attached to the Development Agreement, the Amended Final Development Plan Documents control.

SECTION 4. AMENDMENT. Section 2.A of the Development Agreement is hereby amended to read as follows: (additions are **bold** and double underlined; ~~deletions are stricken through~~)

"**SECTION 2. DEFINITIONS; RULES OF CONSTRUCTION**.

A. Definitions. Whenever used in this Agreement, the following terms have the following meanings unless a different meaning is required by the context:

* * *

***"Final Development Plan"*:** That certain set of plan and documents comprising the final development plan for the Property, as approved and defined in Section 3 of the Special Use Ordinance, ~~and by~~ Section 3.A of the First Amendment, **and Section 3.A of the Second Amendment,** and as may be further amended pursuant to Section 17.L of this Agreement.

*** * ***

"*Second Amendment*": That certain "Second Amendment to the Development Agreement Between the City of Highland Park and Albion Jacobs Highland Park, LLC," dated _____ __, 2026.

*** * ***

"*Special Use Ordinance*": Ordinance No. 059-2019, adopted by the Corporate Authorities and amended pursuant to the Minor Amendment to the 1850-1870 Green Bay Road Planned Development and Final Development Plan, dated January 13, 2020, which was ratified by the

Mayor and City Council in Resolution No. R7-2020**, and by Ordinance No. O__-2026, adopted by the Corporate Authorities on August 17, 2026,** and as may be further amended: (i) approving a special use permit for a planned development for the Property; (ii) approving the Final Development Plan and The Industrial and Housing Plan at the Property and the Inclusionary Housing Plan for the Property; and (iii) granting certain zoning modifications within the approved planned development."

* * *

SECTION 5. RECORDING; BINDING EFFECT. A copy of this Second Amendment will be recorded in the Office of the Lake County Recorder of Deeds against the Property. This Second Amendment and the privileges, obligations, and provisions contained herein run with the Property and inure to the benefit of, and are and will be binding upon, the Developer and the Owner, and their personal representatives, successors, and assigns.

SECTION 6. REPRESENTATIONS.

A. By the City. The City hereby represents and warrants that: (1) the persons executing this Second Amendment on its behalf have been properly authorized to do so by the Corporate Authorities; (2) it has full power and authority to execute and deliver this Second Amendment and to perform all of its obligations imposed pursuant to this Second Amendment; and (3) this Second Amendment constitutes a legal, valid and binding obligation of the City enforceable in accordance with its terms.

B. By the Owner. The Developer and the Owner hereby represent and warrant that: (1) it has full power and authority to execute and deliver this Second Amendment and to perform all of its obligations imposed pursuant to this Second Amendment; and (2) this Second Amendment constitutes a legal, valid and binding obligation of the Developer and the Owner enforceable in accordance with its terms.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have hereunto set their hands on the date first above written.

ATTEST:

CITY OF HIGHLAND PARK,
an Illinois home rule municipal corporation

_____
Ashley Palbitska, Deputy City Clerk

By: _____
Ghida S. Neukirch
Its: City Manager

ATTEST:

ALBION JACOBS HIGHLAND PARK, LLC,
a Delaware limited liability company

By: _____

Its: _____

By: _____

Its: _____

ACKNOWLEDGMENTS

STATE OF ILLINOIS)
) SS.
COUNTY OF LAKE)

This instrument was acknowledged before me on _____, 2026, by Ghida S. Neukirch, the City Manager of the **CITY OF HIGHLAND PARK**, an Illinois municipal corporation, and by Ashley Palbitska, the Deputy City Clerk of said municipal corporation.

Given under my hand and official seal this ____ day of _____, 2026.

_____
Notary Public

My Commission expires:_____

SEAL

STATE OF ILLINOIS)
) SS.
COUNTY OF LAKE)

This instrument was acknowledged before me on _____, 2026, by _____, the _____ of **ALBION JACOBS HIGHLAND PARK, LLC**, a Delaware limited liability company.

Given under my hand and official seal this ____ day of _____, 2026.

_____
Notary Public

My Commission expires:_____

SEAL

INDEX OF EXHIBITS

EXHIBIT A	LEGAL DESCRIPTION OF THE PROPERTY
EXHIBIT B	PROJECT DATA AND LOCATION PLAN
EXHIBIT C	EXISTING SIDE YARD PLAN
EXHIBIT D	EXISTING BUILDING ELEVATION EXHIBIT
EXHIBIT E	FENCE DETAILS EXHIBIT

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

The Subject Property, commonly known as1850 Green Bay Rd., in Highland Park, IL, is legally described as follows:

LOT 1 IN LAKE COUNTY HEALTH DEPARTMENT NORTH SHORE HEALTH CENTER SUBDIVISION, BEING A SUBDIVISION OF LOTS 2, 3, AND THE NORTHERN 25 FEET OF LOT 4 IN BLOCK 9, CITY OF HIGHLAND PARK LAKE COUNTY, ILLINOIS, AND HAT PART OF THE SOUTH 5 ACRES OF THE EAST HALF OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 23, TOWNSHIP 43 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF THE WESTERLY LINE OF SHEAHEN'S COURT EXTENDED AND PROJECTED SOUTHWESTERLY (EXCEPT THE EAST 104.35 FEET OF THE SOUTH 104.35 FEET OF SAID SOUTH 5 ACRES) IN HIGHLAND PARK, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 20, 2004 AS DOCUMENT NUMBER 5628647, IN LAKE COUNTY, ILLINOIS

PINs: 1623307163

EXHIBIT B

PROJECT DATA AND LOCATION PLAN

FILE COPY - ACCY-2026-00918

PROJECT TEAM

OWNER

ALBION RESIDENTIAL

188 W. RANDOLPH STREET, SUITE 202, CHICAGO, IL 60601
P: 312.335.2675
www.albion-residential.com

ARCHITECT

Hartshorne Plunkard Architecture, LLC

315 W. Walton Street
Chicago, IL 60610
p. 312.226.4488 f. 312.226.4499
www.hparchitecture.com

LICENSED ARCHITECT — RAYMOND HARTSHORNE — 001-011536 — STATE OF ILLINOIS — EXPIRES 11/30/2025

DRAWING LIST

SHEET INDEX

Sheet Discipline	Sheet Number	Sheet Name	Sheet Issue Date
03_ARCH	A.01	EXISTING SIDE YARD PLAN	01/20/2026
03_ARCH	A.02	EXISTING BUILDING ELEVATION	01/20/2026
03_ARCH	A.03	FENCE DETAILS	01/20/2026

1850 GREEN BAY ROAD

HIGHLAND PARK, ILLINOIS

SCOPE OF WORK

INSTALL 100' SOUND MITIGATION FENCE

12' TALL FENCE ALONG PROPERTY LINE

PLANS APPROVED
SUBJECT TO CHANGES NOTED
1850 GREEN BAY ROAD
ADDRESS
TRACIE DYHR, ANDREW YULE
ISSUED TO
THE ISSUANCE OF THIS PERMIT AND DRAWINGS SHALL NOT BE CONSTRUED TO BE A PERMIT FOR OR AN APPROVAL OF ANY VIOLATION OF THE PROVISIONS OF THE ZONING ORDINANCE OR BUILDING CODE OF THE CITY OF HIGHLAND PARK, ILLINOIS.
3/18/2026
BUILDING OFFICIAL
NOTE: KEEP THIS SET OF PLANS ON THE JOB SITE AT ALL TIMES

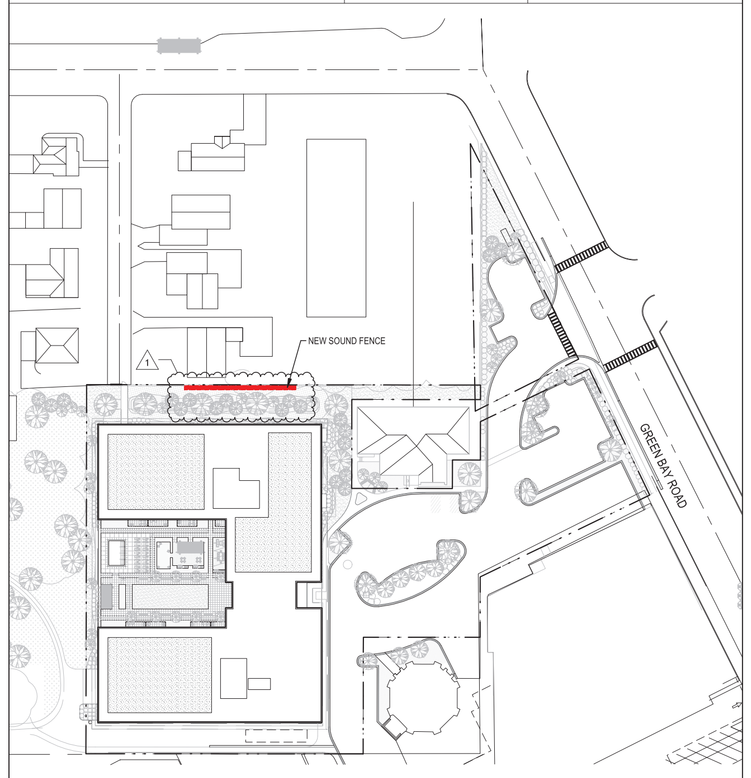
AREA FOR CITY APPROVAL STAMP





EXISTING CONDITIONS

SCALE: N.T.S.



LOCATION MAP

SCALE: 1/64" = 1' - 0"

AIL SOUND WALLS

SPECIFICATIONS & PERFORMANCE

Take a good look at our STC and NRC ratings.

There are two ways to measure a sound barrier's performance — Noise Reduction Coefficient (NRC) and Sound Transmission Class (STC). NRC measures the volume of sound absorbed versus the volume reflected, while STC measures the volume of sound that the wall allows to pass through. As shown below, all our sound wall products meet and surpass recommended NRC and STC standards.

For Product Specifications and Technical Drawings, visit ailsoundwalls.com





Product Specifications	Silent Protector® (Absorptive)	Tuf Barrier® (Reflective)
Span[1]	8 ft -16 ft (2.44 m - 4.87 m)[2]	8 ft -16 ft (2.44 m - 4.87 m)[2]
Panel Width	2.70 in (68.58 mm)	2.70 in (68.58 mm)
Panel Height	5.96 in ± .10 in (151.38 mm ± 0.25 mm)	5.96 in ± .10 in (151.38 mm ± 0.25 mm)
Weight	4.30 lbs/ft² (21 kg/m²)[3]	Min. 4.10 lbs/ft² (20 kg/m²)[4]
Wall Height	Greater than 30 ft / 9 m	Greater than 30 ft / 9 m
STC Rating	up to 39[5]	up to 36[6]
NRC Rating	0.95[7]	n/a

Sound Transmission Loss ASTM E90 / E413

Octave Band Number	2	3	4	5	6	7	STC
Center Frequency (Hz)	125	250	500	1000	2000	4000	–
Silent Protector®	23	21	28	42	48	49	32
Silent Protector® Plus	30	28	34	43	45	49	39
Tuf-Barrier®	23	19	30	45	45	54	31
Tuf-Barrier Plus®	24	21	36	45	49	57	36

Sound Absorption Coefficients ASTM C423/E795

Octave Band Number	2	3	4	5	6	7	NRC
Center Frequency (Hz)	125	250	500	1000	2000	4000	–
Silent Protector®	0.29	0.80	1.13	1.00	0.96	0.72	0.95
Silent Protector® Plus	0.28	0.71	1.06	0.97	0.94	0.78	0.90

Product Specification Notes:

1. Span is governed by wind loads and varies on code requirements. Contact AIL Sound Walls for recommended panel spans for your project.
2. Achieve spans of up to 16 ft (4.88 m) with Silent Protector XL® or Tuf-Barrier XL®
3. Weight of Silent Protector Plus® is 7.3 lbs/ft² (36 kg/m²).
4. Weight of Tuf-Barrier Plus® is 7.5 lbs/ft² (36.6 kg/m²).
5. Standard Silent Protector® has an STC rating of 32. Silent Protector Plus® can achieve an STC rating of 39.
6. Standard Tuf-Barrier® has an STC rating of 31. Tuf-Barrier Plus® can achieve an STC rating of 36.
7. Standard Silent Protector® NRC is 0.95. Silent Protector Plus® NRC is 0.90.

STC – Sound Transmission Class

STC is an integer rating used to measure the decibel reduction through a partition. It states the number of decibels lost through that partition in a laboratory environment.

NRC – Noise Reduction Coefficient

NRC is a rating between 0 and 1 to index how absorptive a material is. An NRC of 0 means no sound waves are absorbed, whereas a rating of 1 means all of the sound waves are absorbed.

NRC	Qualitative
0.4 or less	Poor
0.5 to 0.6	Mediocre
0.6 to 0.7	Good
0.7 to 0.85	Very Good
>-0.85	Excellent
0.95	AIL Silent Protector®



Building Codes Adopted by the City of Highland Park:

- 2018 International Building Code (IBC)
- 2018 Residential Building Code (IRC)
- 2018 International Existing Buidling Code (IEBC)
- 2014 Illinois State Plumbing Code (IPC)
- 2017 National Electrical Code (NEC)
- 2018 International Mechanical Code (IMC)
- 2018 International Fire Code (IFC)
- 2018 International Fuel Gas Code (IFGC)
- 2018 International Property Maintenance Code (IPMC)
- 2018 International Swimming Code and Spa Code (ISPSC)
- 2021 Illinois Energy Conservation Code (IECC)
  1. With Illinois State Amendments
  2. Effective January 1, 2024
- 2018 Illinois Accessibility Code (IAC)

Contractor shall be responsible for reviewing all Plans and Specifications, verifying all existing conditions prior to proceeding with Construction, complying with all applicable building codes, and notifying Architect immediately of any discrepancies or conflicts. Contractor shall construct the work in conformance with all applicable building codes.

Contractor is responsible for design and installation of properly sized and loaded systems. Submit shop drawings to architect for approval on conformity to Architectural design intent.

A written Architectural Specification was issued for this project and, along with these printed documents, constitute the Contract Documents for this project. Work scope pertinent to all disciplines occurs throughout the Contract Documents. By submitting a bid for this work the Contractor and all subcontractors attest that they have reviewed the entire contract document set and site conditions and have included all applicable work. Additional Architectural Specification copies are available anytime upon request.

Hartshorne Plunkard Architecture, LLC shall retain all copyrights, statutory and common law right with regard to these plans and building design. Reproduction, changes or assignment to any third party shall not occur without obtaining expressed written permission and consent of Hartshorne Plunkard Architecture, LLC.

ALBION

1850 GREEN BAY ROAD, HIGHLAND PARK, IL 60035

ISSUANCES

	DATE	ISSUED FOR
1	01/20/2026	PERMIT PLAN REVIEW RESPONSES

HARTSHORNE PLUNKARD ARCHITECTURE
315 WEST WALTON STREET
CHICAGO, IL 60610
312.226.4488
HPARCHITECTURE.COM

PROJECT # 25-XXX

PROJECT DATA & LOCATION PLAN

G0.00

LEGEND

- ELEVATION MARKING
- REVISION
- LARGE SCALE DETAIL
- DETAIL SHEET NUMBER
- SECTION SHEET NUMBER
- ELEVATION SHEET NUMBER
- ROOM
- PARTITION TYPE
- DOOR MARK
- EXISTING CONSTRUCTION TO REMAIN
- NEW PARTITION - SEE PLANS FOR TYPE
- EXISTING CONSTRUCTION TO BE REMOVED

ABBREVIATIONS

A.F.F.	ABOVE FINISHED FLOOR	DWG.	DRAWING	HW.	HARDWARE	PL.	PLATE
AL.	ALUMINUM	ELEV.	ELEVATION	H.W.	HOT WATER	Q.T.	QUARRY TILE
A.R.F.	ABOVE ROUGH FLOOR	EQ.	EQUAL	JT.	JOINT	RAD.	RADIUS
CABT.	CABINET	EXT'G	EXISTING	L.C.	LIGHTWEIGHT CONCRETE	R.	RISER
Ø	CENTER LINE	EXP.	EXPOSED	LAM.	LAMINATED	REQ'D	REQUIRED
CLG.	CEILING	F.D.	FLOOR DRAIN	LAV.	LAVATORY	R.O.	ROUGH OPENING
CONC.	CONCRETE	FLR.	FLOOR	M.O.	MASONRY OPENING	S.B.	SANDBLAST
CONT.	CONTINUOUS	GALV.	GALVANIZED	M.W.K.	MILLWORK	S.M.	SHEET METAL
C.I.	CAST IRON	G.B.	GYPSUM BOARD	MULL.	MULLION	SHT.	SHEET
C.O.	CLEAN OUT	GL.	GLASS	N.I.C.	NOT IN CONTRACT	SIM.	SIMILAR
C.W.	COLD WATER	HDWR.	HARDWARE	O.C.	ON CENTER	S.	SEAL
C.P.	CEMENT PLASTER	O.W.	DRYWALL	OPN'G	OPENING	THK.	THICK
C.T.	CERAMIC TILE	H.M.	HOLLOW METAL	PT.	PAINT	TEMP'D	TEMPERED
DR.	DOOR	HR.	HOUR	PR.	PAIR	TRANS.	TRANSPARENT
DTL.	DETAIL	HT.	HEIGHT	P.L.	PLASTIC LAMINATE	T.	TREAD

TYP.	TYPICAL		
U.N.O.	UNLESS NOTED OTHERWISE		
V.T.	VINYL TILE		
WD.	WOOD		
W.P.	WATER PROOF		
W.R.	WATER RESISTANT		

I hereby certify that these plans were prepared under my direction and to the best of my knowledge and belief conform to the applicable building codes and ordinances.

Architect: Hartshorne Plunkard Architecture
Registration No. 001-011536

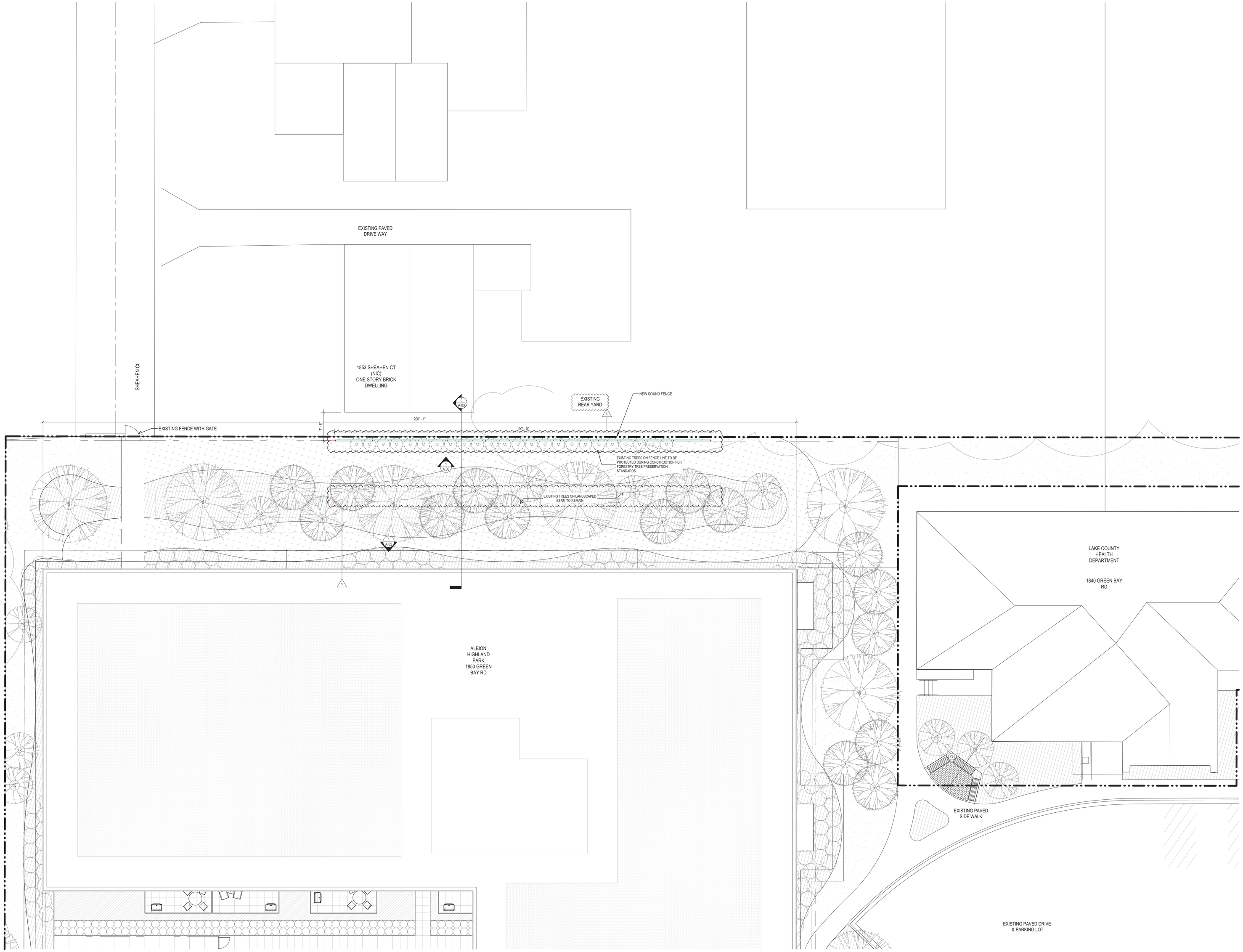
By:

Name: Raymond Hartshorne #011536

Its: Principal

EXHIBIT C

EXISTING SIDE YARD PLAN



1 ENLARGED SIDE YARD PLAN
SCALE: 1/8" = 1'-0"

AREA FOR CITY APPROVAL STAMP

1

Contractor shall be responsible for reviewing all Plans and Specification, verifying all existing conditions prior to proceeding with Construction, complying with all applicable building codes, and notifying Architect immediately of any discrepancies or conflicts. Contractor shall construct the work in conformance with all applicable building codes.

Contractor is responsible for design and installation of properly sized and loaded systems. Submit shop drawings to architect for approval on conformity to Architectural design intent.

A written Architectural Specification was issued for this project and, along with these printed documents, constitute the Contract Documents for this project. Work scope pertinent to all disciplines occurs throughout the Contract Documents. By submitting a bid for this work the Contractor and all subcontractors attest that they have reviewed the entire contract document set and site conditions and have included all applicable work. Additional Architectural Specification copies are available anytime upon request.

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ALBION

1850 GREEN BAY ROAD, HIGHLAND PARK, IL 60035

ISSUANCES

	DATE	ISSUED FOR
1	01/30/2026	PERMIT PLAN REVIEW RESPONSES

HARTSHORNE PLUNKARD ARCHITECTURE
HPA
315 WEST WALTON STREET
CHICAGO, IL 60610
312.226.4488
HPARCHITECTURE.COM

PROJECT # 25-XXX

SCALE: 1/8" = 1'-0"

EXISTING SIDE YARD PLAN

A.01

EXHIBIT D

EXISTING BUILDING ELEVATION EXHIBIT

1 ALBION HP NORTH ELEVATION
SCALE: 3/16" = 1'-0"

A.02
EXISTING BUILDING ELEVATION

SCALE: 3/16" = 1'-0"

PROJECT # 25-XXX

HARTSHORNE PLUNKARD ARCHITECTURE
HPA
315 WEST MAITLON STREET
CHICAGO, IL 60610
312.226.4488
HPARCHITECTURE.COM

	DATE	ISSUED FOR
1	01/20/2026	PERMIT PLAN REVIEW RESPONSES

ISSUANCES

ALBION
1850 GAREN BAY ROAD, MOHLAND PARK, IL 60035

Contractor shall be responsible for reviewing all Plan and Specification, verifying all existing conditions prior to proceeding with Construction, reviewing all Plan and Specification for conflicts. Contractor shall construct the work in conformance with all applicable building codes.

In Architectural design intent.

Contractor is responsible to design and installation of properly sized and tested duct systems. Submit shop drawings to architect for approval on conformity

A written Architectural Specification was used for this project and, along with drawings, is considered a part of the Contract Documents. In the event of discrepancies in/between the Contract Documents, the Contractor shall bring such discrepancies to the attention of the Architect before proceeding with the work. Architect is not responsible for any discrepancies not brought to its attention.

Architectural Specifications were available at the time of permit submittal. Subsequent addenda, changes or assignments to any third party shall not occur without reviewing expressed written permission and consent of Hartshorne Plunkard Architecture, LLC.

© 2026 Hartshorne Plunkard Architecture, LLC shall retain all copyrights, statutory and common law rights including rights under the Federal Copyright Act of 1976, as amended, in the Drawings, Specifications, and other documents prepared by Hartshorne Plunkard Architecture, LLC. Reproduction, publication or use of the Drawings, Specifications, and other documents prepared by Hartshorne Plunkard Architecture, LLC without the written permission of Hartshorne Plunkard Architecture, LLC will constitute an infringement of such rights and Hartshorne Plunkard Architecture, LLC shall be entitled to all remedies available at law or in equity, including injunctive relief and damages.

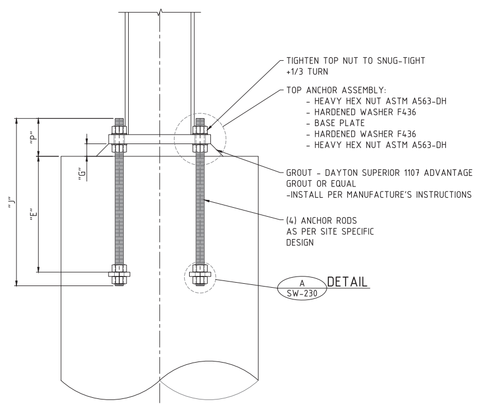
AREA FOR CITY APPROVAL STAMP

EXHIBIT E

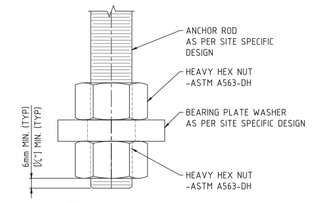
FENCE DETAILS EXHIBIT

AIL SOUNDWALLS

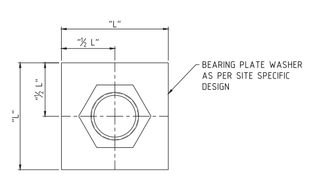
NOTES:
1. DIMENSIONS ARE IN MILLIMETRES [INCHES]
2. J = TOTAL LENGTH
   E = EMBEDMENT
   P = PROJECTION
   L = SIZE OF BEARING PLATE WASHER
   ALL DETERMINED ON A SITE SPECIFIC BASIS



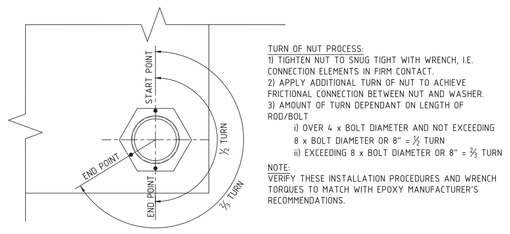
1 SW-230 TYPICAL ANCHOR ROD DETAIL
SCALE: NTS



A SW-230 BOTTOM ANCHOR ASSEMBLY DETAIL
SCALE: NTS



A SW-230 BOTTOM ANCHOR ASSEMBLY DETAIL
SCALE: NTS

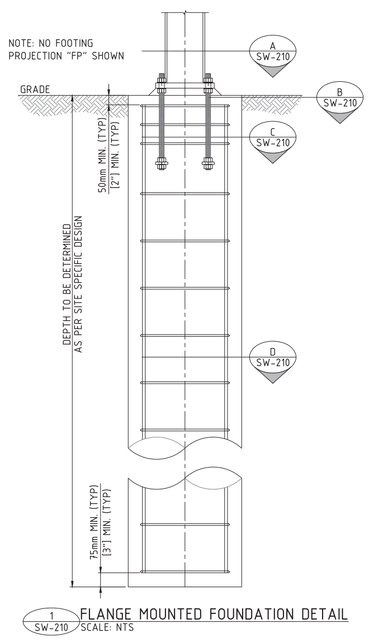


TURN OF NUT PROCESS:
1) TIGHTEN NUT TO SNUG TIGHT WITH WRENCH, I.E. CONNECTION ELEMENTS IN FIRM CONTACT.
2) APPLY ADDITIONAL TURN OF NUT TO ACHIEVE FRICTIONAL CONNECTION BETWEEN NUT AND WASHER.
3) AMOUNT OF TURN DEPENDANT ON LENGTH OF ROD/BOLT
   i) OVER 4 x BOLT DIAMETER AND NOT EXCEEDING 8 x BOLT DIAMETER OR 8" = ½ TURN
   ii) EXCEEDING 8 x BOLT DIAMETER OR 8" = ⅔ TURN

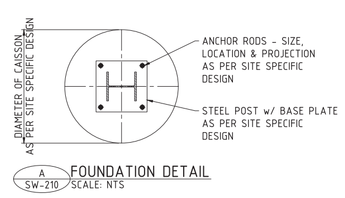
NOTE:
VERIFY THESE INSTALLATION PROCEDURES AND WRENCH TORQUES TO MATCH WITH EPOXY MANUFACTURER'S RECOMMENDATIONS.

2 SW-230 TURN OF NUT METHOD
SCALE: NTS

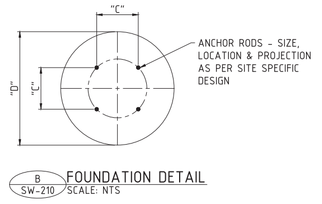
Foundations:	Ground Mounted - Flange
Preliminary Foundation Information:	(11) posts / foundations total
	(3) posts at 24 in diameter 10.5 ft deep w/ (8) #8 bars reinforcement
	(4) posts at 24 in diameter 11.5 ft deep w/ (8) #8 bars reinforcement
	(4) posts at 24 in diameter 13 ft deep w/ (8) #8 bars reinforcement



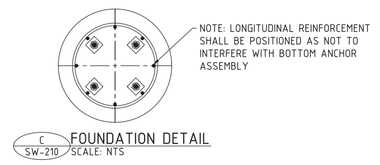
1 SW-210 FLANGE MOUNTED FOUNDATION DETAIL
SCALE: NTS



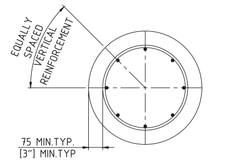
A SW-210 FOUNDATION DETAIL
SCALE: NTS



B SW-210 FOUNDATION DETAIL
SCALE: NTS

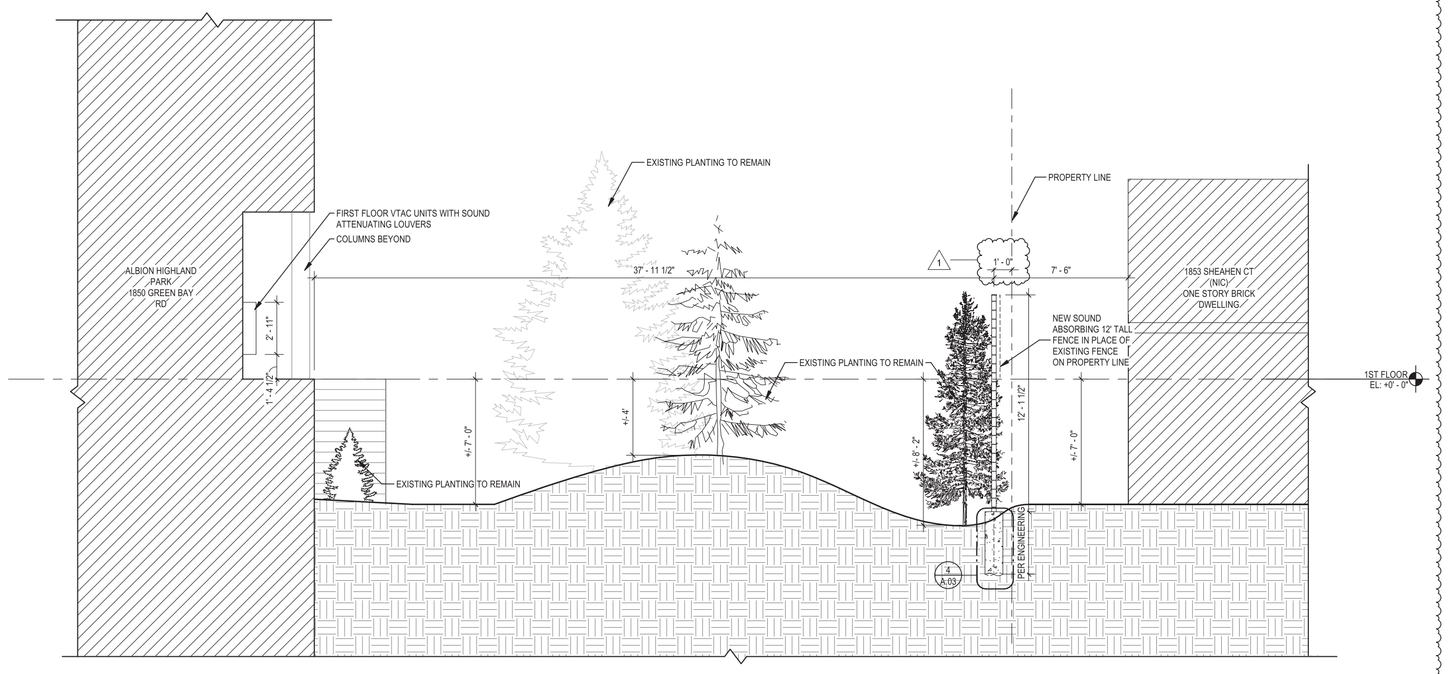


C SW-210 FOUNDATION DETAIL
SCALE: NTS

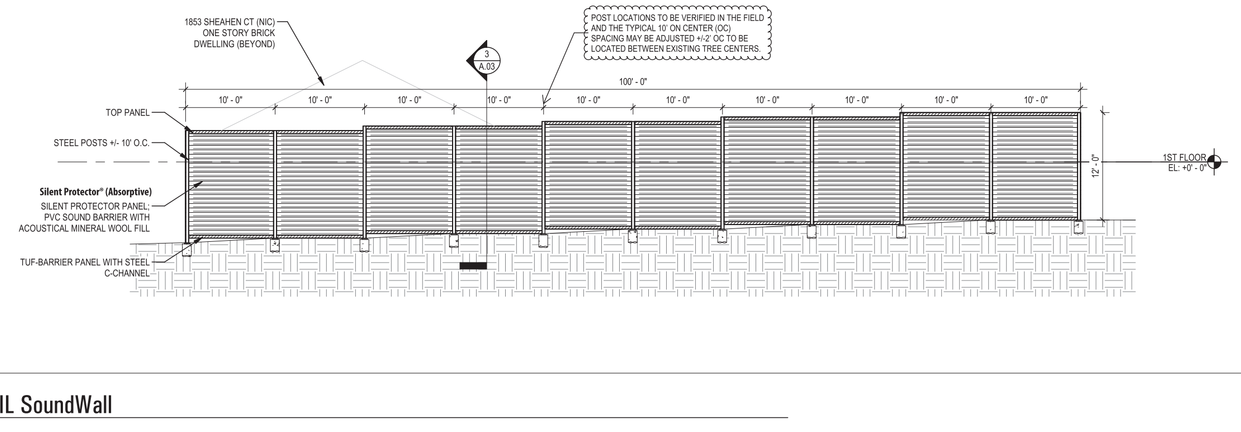


D SW-210 FOUNDATION DETAIL
SCALE: NTS

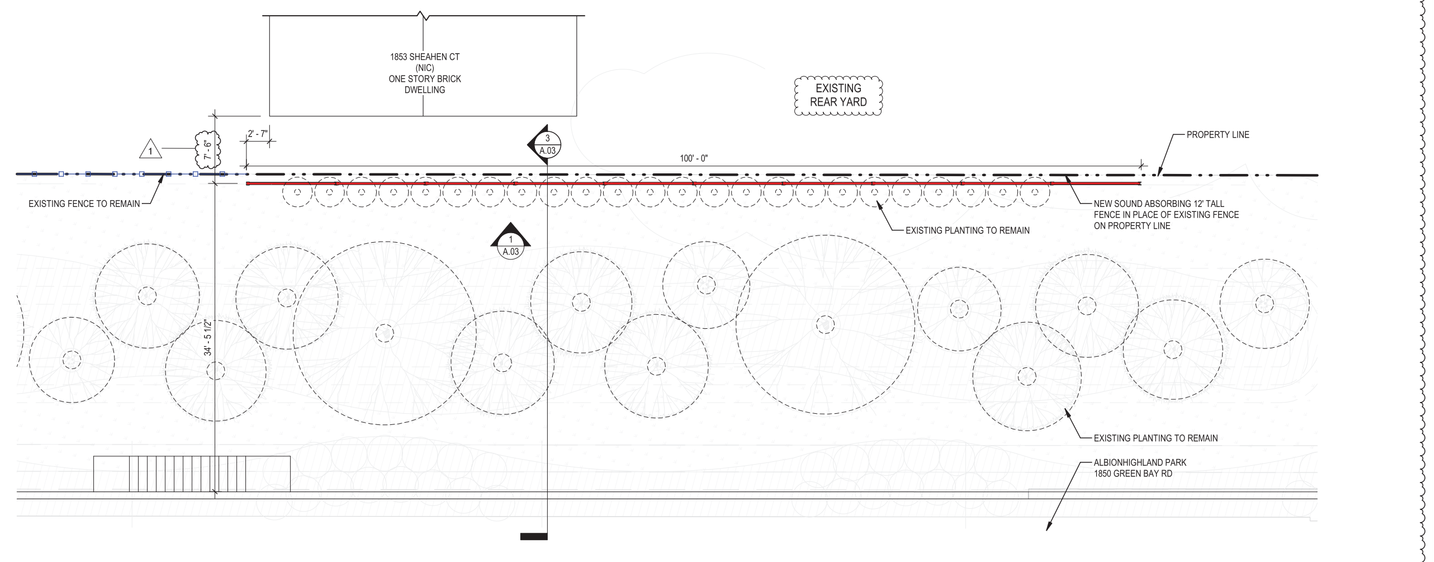
4 AIL SoundWall FOOTING DETAIL
SCALE: 1" = 1'-0"



3 Section AIL SoundWall
SCALE: 1/4" = 1'-0"

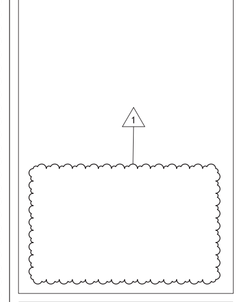


1 Elevation - AIL SoundWall
SCALE: 1/8" = 1'-0"



2 AIL SoundWall Site Plan
SCALE: 1/8" = 1'-0"

AREA FOR CITY APPROVAL STAMP



Contractor shall be responsible for reviewing all Plans and Specifications, verifying all existing conditions prior to proceeding with Construction, complying with all applicable building codes, and notifying Architect immediately of any discrepancies or conflicts. Contractor shall construct the work in conformance with all applicable building codes.

Contractor is responsible for design and installation of properly sized and loaded systems. Submit shop drawings to architect for approval on conformity to Architectural design intent.

A written Architectural Specification was issued for this project and, along with these printed documents, constitute the Contract Documents for this project. Work scope pertinent to all disciplines occurs throughout the Contract Documents. By submitting a bid for this work the Contractor and all subcontractors attest that they have reviewed the entire contract document set and site conditions and have included all applicable work. Additional Architectural Specification copies are available anytime upon request.

Hartshorne Plunkard Architecture, LLC shall retain all copyrights, statutory and common law right with regard to these plans and building design. Reproduction, changes or assignment to any third party shall not occur without obtaining expressed written permission and consent of Hartshorne Plunkard Architecture, LLC.

ALBION
1850 GREEN BAY ROAD, HIGHLAND PARK, IL 60035

ISSUANCES

	DATE	ISSUED FOR
1	01/20/2026	PERMIT PLAN REVIEW RESPONSES

HARTSHORNE PLUNKARD ARCHITECTURE
HPA
315 WEST WALTON STREET
CHICAGO, IL 60610
312.226.4488
HPARCHITECTURE.COM

PROJECT # 25-XXX
SCALE: As indicated

FENCE DETAILS

A.03

Staff Report

Meeting Date: August 17, 2026

Staff Contact: Karl Burhop, Senior Planner

Department: Community Development Department

Title: An Ordinance Amending the "City of Highland Park Zoning Ordinance of 1997," as Amended, Regarding Data Centers

Recommendation:
Staff recommend amending the Zoning Code to prohibit the land use "Data Center" within the City of Highland Park.

Policy Consideration:
Plan and Design Commission Consideration.
At its July 21[1], 2026 meeting, the Commission held a public hearing and voted unanimously to recommend approval of the proposed changes[2]. No members of the public spoke at the hearing. The findings of fact recommending approval are included as **Attachment 1**.

Background.
Periodically, staff review the Zoning Code and recommend improvements or changes to align with policy intent, and to keep our Codes up-to-date with current land use considerations. The impact of data centers has changed since the 1970s in ways that were not contemplated that warrant proactive zoning code changes to address this land use. Since allowed in 1974, Data Centers have evolved into uses that have potential externalities related to noise and air pollution, high levels of water consumption, and large facility size[3] that make them incompatible with residential uses and cause concern about impact on city services. Therefore, staff recommend this land use not be allowed, as it is not compatible with the City's built environment and character, particularly with regard to residential uses in proximity with commercial Zoning Districts.

- The land use "Data processing", undefined, was an allowed land use in the I Industrial and Service District in the November 1974 Zoning Code.
- "Data Processing Centers", undefined, were a "P" (permitted) land use in the RO, B3, B4, and B5 districts in the 1978 Zoning Code.
- "Data Processing Centers", undefined, were a "P" (permitted) land use in the RO, B3, B4, B5, and I zoning districts in the 1997 Zoning Code.

- "Data Processing Centers", undefined, are a "P" (permitted) land use in the RO, B3, B4-4, B4-5, B4-6, B4-BG, B5, I, and CDRO zoning districts currently.

Public Testimony & Comment.
None as of Aug. 12th.

Proposed Zoning Code Text Amendment.
The Ordinance that follows amends the Zoning Code as follows:

- Adds a definition for "Data Center" to Sec. 150.202.
    - Data center means an establishment primarily engaged in the storage, management, processing, and or transmission of digital data, and housing computer and or network equipment, systems, servers, appliances, and other associated components related to digital data operations. [4]
- Removes the use permissions in Sec. 150.490(H) and parking and loading requirements in Sec. 150.851 for "Data Processing Centers".
- Adds the use "Data Center" to Sec. 150.490(M) and shows that Data Center is not an allowed use[5] in all Zoning Districts[6].

[1] Click the link for the packet and video for this meeting. Minutes may not be available yet.
[2] 7-0; all members present and voting aye.
[3] Congressional Research Service, R48646, by Martin C. Offutt and Ling Zhu, Aug. 26, 2025, accessed on July 15-17, 2026; https://www.congress.gov/crs_external_products/R/PDF/R48646/R48646.1.pdf

[4] City of Rolling Meadows; accessed July 18, 2026; https://cityrm.org/ArchiveCenter/ViewFile/Item/11489

[5] Blank column in row in Sec. 150490 use table indicates this.

[6] Note Data Centers are still allowed as an accessory uses pursuant to regulations in Sec. 150.202, the definition for Accessory Uses, and provided the accessory use standards of Sec. 150.404(C) are met. The proposed Zoning Code Amendment maintains the Code's current explicit permission for Data Center as an accessory use within the Healthcare (HC) Zoning District - Sec. 150.410 – Uses within the HC (Health Care) Zoning District.

<u>Core Priorities</u>:
Fiscal Stability

Public Safety

Economic Development

This Zoning Code Text Amendment relates to economic development as it regulates what land uses can be developed within the City.

Infrastructure Investment

Environmental Sustainability
This Zoning Code Text Amendment encourages sustainable development.

Vibrancy

Attachments:
1. Ordinance Amending Zoning Code re Data Center
2. Attachment 1 - Adopted Findings of Fact

City of Highland Park

Ordinance No. _____

An Ordinance Amending the "City of Highland Park Zoning Ordinance of 1997," as Amended, Regarding Data Centers

WHEREAS, Article IV of the "City of Highland Park Zoning Ordinance of 1997," as amended (***"Zoning Code"***), sets forth regulations for permitted and conditional uses within each zoning district of the City; and

WHEREAS, the City Council desires to amend the Zoning Code to define, and restrict the use of property in the City for, data centers (collectively, the ***"Proposed Amendments"***); and

WHEREAS, a public hearing by the City Plan and Design Commission (***"PDC"***) to consider the Proposed Amendments to the Zoning Code was duly advertised in the Lake County News-Sun on _____, 2026, and held on July 21, 2026; and

WHEREAS, on July 21, 2026, the PDC adopted Findings of Fact, Public Hearing No. 2026-ZTA-___, recommending to the City Council approval of the Proposed Amendments, in accordance with and pursuant to Section 150.1506 of the Zoning Code; and

WHEREAS, the City Council has considered the Proposed Amendments and the recommendation of the PDC, and has determined that adoption of the Proposed Amendments, as set forth in this Ordinance, will serve and be in the best interest of the City and its residents;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF HIGHLAND PARK, LAKE COUNTY, ILLINOIS, as follows:

SECTION ONE: RECITALS. The foregoing recitals are incorporated into, and made a part of, this Ordinance as findings of the City Council.

SECTION TWO: DEFINITIONS. Section 150.202, titled "Definitions," of Article II, titled "Interpretation and Definitions," of the Zoning Code is hereby amended to read as follows:

"Sec. 150.202. – Definitions.

Whenever in this Chapter the following words and phrases are used, they shall, for the purposes of this Chapter, have the meanings respectively ascribed to them in this Section, except when the context otherwise clearly indicates. Whenever in this Chapter other words are used, those other words shall have the meanings normally ascribed to them.

* * *

Data Center: Data center means an establishment primarily engaged in the storage, management, processing, and or transmission of digital data, and housing computer and or network equipment, systems, servers, appliances, and other associated components related to digital data operations."

Additions are bold and double underlined; ~~deletions are struck through.~~

* * *

SECTION THREE: USES WITHIN THE HC (HEALTH CARE) ZONING DISTRICT. Section 150.410, titled "Uses within the HC (Health Care) Zoning District," of Article IV, titled "Regulations for Permitted and Conditional Land Uses," of the Zoning Code is hereby amended further to read as follows:.

"Sec. 150.410. – Uses within the HC (Health Care) Zoning District.

* * *

(B) *Accessory Uses.* Uses which are deemed accessory to the permitted health care campus uses within an HC (Health Care) Zoning District include, but are not limited to: bus shelters; chapels; convenience banking facilities, including but not limited to adult day care services; automatic teller machines; barber shops/hair salons; credit union offices; ~~data processing centers;~~ **data centers;** day or evening care facilities and kindergartens/child care facilities (including adult or child care); community living facilities; drug stores; dry cleaning facilities; general business offices; gift shops; recovery services; health club/fitness facilities; home health care facilities; libraries; lodging houses; medical appliance and supply stores; not-for-profit museums; underground or surface off-street parking; optical goods stores; pedways; pharmacies; postal service pick-up stations; radio, radar, television and cellular telephone towers; recycling collection points; restaurants; satellite receiving/communication devices; and other similar uses."

* * *

SECTION FOUR: TABLE OF ALLOWABLE USES. The "Table of Allowable Uses," set forth in Article IV, titled "Regulations for Permitted and Conditional Land Uses," of the Zoning Code is hereby amended as set forth in **Exhibit A** to this Ordinance.

SECTION FIVE: TABLE OF PARKING AND LOADING REQUIREMENTS. The "Table of Parking and Loading Requirements," set forth in Article VIII, titled "Off-Street Parking and Loading," of the Zoning Code is hereby amended as set forth in **Exhibit B** to this Ordinance.

SECTION SIX: PUBLICATION. The City Clerk is hereby directed to publish this Ordinance in pamphlet form pursuant to the Statutes of the State of Illinois.

SECTION SEVEN: EFFECTIVE DATE. This Ordinance will be in full force and effect from and after its passage, approval, and publication in the manner provided by law.

[SIGNATURES ON FOLLOWING PAGE]

AYES:

NAYS:

ABSENT:

PASSED

APPROVED:

PUBLISHED IN PAMPHLET FORM:

ORDINANCE NO.:

Nancy R. Rotering, Mayor

ATTEST:

Ghida S. Neukirch, City Clerk

EXHIBIT A

"TABLE OF ALLOWABLE USES

			(H) BUSINESS SERVICE USES																					
R1	**R2**	**R3**	**R4**	**R5**	**R6**	**R7**	**RM1**	**RM1A**	**RM 2**	**RO**	**P = Permitted Uses** **C = Conditional Uses**	**HC**	**B1**	**B1A**	**B2**	**B2-RW**	**B3**	**B4-4**	**B4-5**	**B4-6**	**B4-BG**	**B5**	**I**	**PA**	**CDRO**
										~~P~~	~~Data Processing Centers~~						~~P~~	~~P~~	~~P~~	~~P~~	~~P~~	~~P~~	~~P~~		~~P~~
			(Omitted text is unaffected by this ordinance)																					

* * *

			(M) STORAGE, PROCESSING, AND WHOLESALING USES																					
R1	**R 2**	**R 3**	**R 4**	**R 5**	**R 6**	**R 7**	**RM1**	**RM1A**	**RM 2**	**RO**	**P = Permitted Uses** **C = Conditional Uses**	**HC**	**B 1**	**B1 A**	**B2**	**B2-R W**	**B 3**	**B4 -4**	**B4 -5**	**B4 -6**	**B4 - BG**	**B 5**	**I**	**PA**	**CDRO**

* * *

Additions are bold and double underlined; ~~deletions are struck through.~~

											<u>Data Center</u>													
			(Omitted text is unaffected by this ordinance)																					

* * *

EXHIBIT B

"TABLE OF PARKING AND LOADING REQUIREMENTS

* * *

(H) BUSINESS SERVICE USES		
	PARKING SPACES	LOADING SPACES

* * *

~~Data Processing Centers~~	~~4 spaces per 1,000 sq. ft. GFA for GFA up to 30,000 sq. ft., 3.3 spaces per 1,000 sq. ft. GFA for buildings with GFA over 30,000 sq. ft.~~	~~None for the first 10,000 sq. ft., then 1 per 30,000 sq. ft. up to 70,000 sq. ft. plus 1 per 80,000 sq. ft. thereafter~~
(Omitted text is unaffected by this ordinance)		

* * *

Findings of Fact

Public Hearing #ZTA-2026-00003 for a Zoning Code Text Amendment to revise, strike, or create definitions, land uses, land use permissions, and regulations related to Data Centers, Data Processing Centers, and similar uses

Sec. 150.1505. Standards.
Pursuant to Section 150.1505(B) of the "City of Highland Park Zoning Ordinance of 1997," as amended ("***Zoning Code***"), the Highland Park Plan & Design Commission ("***Plan and Design Commission***") or the Highland Park City Council, as the case may be, shall not recommend an amendment to the Zoning Code, unless it shall make findings of fact based upon evidence presented at the hearing with respect to the following:

(1) Zoning Code. Proposed amendments are consistent with the intent and general regulations of Chapter 150 of the Zoning Code.

Finding: The Plan & Design Commission finds that the proposed text amendment to the Zoning Code ("***Proposed Amendment***") is consistent with the objectives set forth in Section 150.101(B) of the Zoning Code. The Proposed Amendment is consistent and in harmony with the objectives of Sections 150.101(B)(1), (3), and (5) of the Zoning Code.

The Commission finds that since allowed in 1974, Data Centers have evolved into uses that have potential externalities related to noise and air pollution, high levels of water consumption, and large facility size[1] that make them incompatible with residential uses and impact on city services. Therefore, the Commission recommends this land use not be allowed, as it is not compatible with the built environment and character of the City, particularly residential uses within the zoning districts.

(2) Master Plan. Proposed amendments are consistent with the intent and actual text and drawings of the Master Plan.

Finding: The Plan & Design Commission finds that the Proposed Amendment is consistent with policies set forth in the Highland Park Comprehensive Master Plan of 1976, as amended ("***Master Plan***")[2]. The Proposed Amendment is applicable to all zoning districts and as such the Proposed Amendment is not specific to any single neighborhood plan.

The Proposed Amendment is consistent and in harmony with the following subsections of the "Goals and Objectives" section of the Master Plan:

A. Community Character and Physical Growth Goals #1 & #2:

#1. "To effectively manage new development and redevelopment through thoughtful planning and appropriate regulations to maintain low density residential and commercial areas."

#2. "To assure continuity and maintenance of neighborhood character as redevelopment occurs throughout the community to enhance the quality of life and preserve the aesthetic appeal of all neighborhoods."

[1] Congressional Research Service, R48646, by Martin C. Offutt and Ling Zhu, Aug. 26, 2025, accessed on July 15-17, 2026; https://www.congress.gov/crs_external_products/R/PDF/R48646/R48646.1.pdf

[2] The Master Plan is available online at: https://cms6.revize.com/revize/highlandparkil/development/city_of_highland_park_master_plan/docs/Basics%20of%20the%20Citys%20Master%20Plan.PDF.

B. Land Use and Zoning Goals #1 & #3:

#1. "To require new land uses and structures to harmonize with their immediate surroundings."

#3. "To create and use a simple and flexible system for regulating the use and development of land which balances the protection of individual private property rights with the common good of the entire community."

(3) Type of Change. Proposed amendments correct an error or omission, clarifies existing requirements or reflects a change in policy.

Finding: The Plan & Design Commission finds that the Proposed Amendment reflects a clarification and change in policy. The Proposed Amendment clarifies and changes the City's regulations on Data Centers, a previously undefined land use, as it now defines the use and prohibits it throughout the City.

(4) Implementation. Proposed amendments provide a more workable way to achieve the intent and purpose of the Zoning Code and the Master Plan;

Finding: The Plan & Design Commission finds that the Proposed Amendment will further the intent and purpose of Chapter 150 of the Zoning Code and the Master Plan by this amendment and related regulations.

(5) Persons Benefited. Proposed amendments benefit the whole City, not just the petitioner, property owners(s), neighbors of any property under consideration, or other special interest groups.

Finding: The Plan & Design Commission finds that the Proposed Amendment benefits the City as a whole, and does not benefit only a property owner or any special interest group. The Proposed Amendment applies to all the zoning districts of the City and is not associated with a single property and, accordingly, the Proposed Amendment does not benefit just the neighbors of any specific property.

(6) Development Trend. The trend of development, if any, for the general area of the subject property, including changes, if any, which have taken place in its present zoning classification.

Finding: The Commission finds that since allowed in 1974, Data Centers have evolved into uses that have potential externalities related to noise and air pollution, high levels of water consumption, and large facility size[3] that make them incompatible with residential uses and impact on city services. Therefore, Commission recommends this land use not be allowed, as it is not compatible with the built environment and character of the City, particularly residential uses within the zoning districts.

(7) Zoning. The zoning classification of a property within the general area of the subject property is considered; and

Finding: The Plan & Design Commission finds this standard is not applicable to the Proposed Amendment. The Proposed Amendment is not associated with a specific property and impacts all the zoning districts of the City.

(8) Public Facilities. Adequate public facilities exist or are capable of existing prior to the development permitted through the adoption of the amendment.

[3] Congressional Research Service, R48646, by Martin C. Offutt and Ling Zhu, Aug. 26, 2025, accessed on July 15-17, 2026; https://www.congress.gov/crs_external_products/R/PDF/R48646/R48646.1.pdf

Finding: The Plan & Design Commission finds that data centers have evolved into uses that have potential externalities related to noise and air pollution, high levels of water and electricity consumption, and large facility size[4].

[4] Congressional Research Service, R48646, by Martin C. Offutt and Ling Zhu, Aug. 26, 2025, accessed on July 15-17, 2026; https://www.congress.gov/crs_external_products/R/PDF/R48646/R48646.1.pdf

Staff Report

Meeting Date: August 17, 2026

Staff Contact: Patrick Hoffmann, Planner II
Maddy Markle, Planner I

Department: Community Development Department

Title: Consideration and Possible Action on Application of a Special Use Permit in the Nature of a Preliminary and Final Planned Development with Modifications from City Code; and a Plat of Re-Subdivision, with Variances from City Code (147 Central Ave.)

Recommendation:
Staff recommend consideration of the Plan and Design Commission's ("**PDC**") recommendation to approve, and the Historic Preservation Commission ("**HPC**") recommendation to deny a Final Planned Development ("**PUD**"), with no relief, and Plat of Re-Subdivision with one requested subdivision variation as well as meeting the standard and specific conditions.

Policy Consideration:



Summary:

- On June 29, 2026 the City Council continued this item to its August 17, 2026 meeting per the applicant's request.
- On May 27, 2026 the City Council continued this item to its June 29, 2026 meeting per the applicant's request.
- Proposed Development: Subdivide one buildable lot into two independent legal lots of record.
- Subject Property: 147 Central Avenue The Petitioner / Property Owner: Greg Moyer / Atied Associates, LLC and Gale

Rothner, as trustee, Greg Moyer authorized representative.

- The Subject Property is a Local Landmark. The entire property at 147 Central Avenue is Regulated pursuant to Chapter 24 – Historic Preservation of the City Code. Structures on the property consist of the primary structure, coach house, gardener's cottage, bridge and greenhouse foundation.

- The proposal triggers a Planned Development consideration per Chapter 150 (Zoning Code), and a subdivision per Chapter 151 (Subdivision Code).

Background.
The applicant proposes the subdivision of a Landmarked property into two lots of legal record with subdivision variations and no modifications from the Zoning Code. A Public Benefit is ***not*** required. Unlike most Planned Developments, this consideration necessitated a recommendation from the Historic Preservation Commission because the property is a Local Landmark pursuant to Sec. 150.520(C)[1] site planning constraints and design standards for Planned Developments. The proposed Planned Development does not include a proposal for a new home at this time, or any other development on the proposed Lot 2. When a new home is proposed, it will require an amendment to the Planned Development (if approved here) pursuant to Sec. 150.545(A)(1)(c).

The subdivision of Landmark properties does not affect its landmarked status. The proposed Lot 2 will continue to be regulated[2] by the City's Historic Preservation Code, Chapter 24. Therefore, any Regulated Activity[3], the construction of a new home for example, would require a Certificate of Appropriateness per the Standards for new construction found in Sec. 24.030(C).

Although not part of this Council consideration, the applicant also requested the Removal of Landmark designation from the proposed Lot 2. The Historic Preservation Commission unanimously did not recommend Landmark Removal. Unlike decisions related to Certificates of Appropriateness, which can be appealed per Sec. 24.030(I)(5) to the City Council, the Historic Preservation Commission's decision not to recommend removal of a Landmark designation is final.

Attachments include Commission findings of fact and minutes of their consideration. Applicant's materials can be found in **Attachments 1, 2, and 3**. The applicant submitted their amended proposed Plat of Subdivision based on PDC's recommendation attached as **Attachment 3 Revised RESUB 051526**.

[1] *Historic Resources.* The Planned Development shall preserve all (1) locally designated landmarks, and (2) properties, structures, areas, objects, and landscapes determined to be historically significant by the Historic Preservation Commission in accordance with Chapters 24 or 170 of the Code.

[2] "Regulated Structure" is defined in Sec. 24.005 of Code as "Any property, structure, area, object, or landscape of significance that is subject to the provisions of this Chapter or the

provisions of Section 170.040 of the building code because it (a) is a landmark, (b) is located within a historic district, (c) has been recommended by the commission for preliminary landmark designation pursuant to Section 24.025(A) of this Chapter, or (d) is located within an area that has been recommended by the commission for historic district designation pursuant to Section 24.026(A) of this Chapter"

[3] "Regulated Activity" is defined in Sec. 24.005 of Code as "Any act or process involving the erection, construction, reconstruction, rehabilitation, repair, relocation, alteration, or demolition of a regulated structure."

Commission Consideration:

Plan & Design Commission Recommendation

Application was considered by the PDC at a public hearing[1] on January 6, 2026, April 21, 2026, and May 5, 2026. Please follow the link for the previous meeting videos and materials and see **Attachment 4** for Findings of Fact. Public Comment submitted to the PDC can be found in **Attachment 5** as well as all Public Comment submitted for this item.

On May 5, 2026, the PDC considered the application and the Historic Preservation Commission's recommendation to deny, and voted 3-2[2] to recommend approval with the following conditions:

1. That there be a 30 ft. side yard setback and then a 25 ft. side yard setback towards the rear of the property, preservation of the gatepost, wrought iron fence, and heritage trees.

2. Any new structure on the proposed vacant lot cannot exceed the relative height of the Cornelius Field House or the underlying zoning requirements for height, whichever is more restrictive; and

3. Prohibit additional zoning relief related to the proposed vacant lot.

4. Staff recommend that the inclusion of standard conditions[3] and that the front yard setback of any new structure be aligned with the Cornelius Field House.

Staff Recommended Conditions.

- Staff recommends that the Council consider explicitly making the building lines[4] a condition of approval, if any. The PDC's motion did not explicitly state that the front yard setback of Lot 2 be aligned with the Cornelius Field House on Lot 1 as a condition of approval.

- Important: A Certificate of Appropriateness from the HPC for new construction on Lot 2 and alterations to Lot 1 will be required prior as part of the Planned Development consideration. To ensure regulatory coordination, the staff recommend the Applicant apply for a Certificate of Appropriateness prior to the Plan and Design Commission making a recommendation to the City Council.

Historic Preservation Commission Recommendation.
On January 8, 2026, March 12, 2026, and April 15, 2026 Special Meeting, the HPC considered the proposal and its findings in light of the Planned Development standard that necessitated a recommendation from the Historic Preservation Commission's review:

> "The subdivision of the lot would significantly impact the historical significance of the property at 147 Central Avenue based on the historic fence, columns that make-up the gate, relocation of the new driveway and its impact on the curb appeal, and the growing density of the lot."

- The HPC recommends denial of the proposed Planned Development on the basis that the proposed plan will irreversibly alter the property's historic site setting.
- The HPC further emphasizes that the open space on the property contributes to the estate setting of the Cornelius Field Property, and is an integral part of the historic resource. The HPC finds that allowing the construction of any structure on Lot 2 will create more density and detract from the property's historic significance.

- Although the HPC recommended denial, a subsidiary recommendation addressed conditions should the Planned Development be approved. In that regard, the HPC further recommends the following conditions:

    1. That the Plan and Design Commission require an 80 ft. side yard setback on the west side of the proposed Lot 2.

    2. That any new structure on the proposed Lot 2 not exceed the height of the Cornelius Field House.

    3. That the Plan and Design Commission require the preservation of the gateposts, the wrought-iron fence, the heritage trees, and use of the driveway in its existing location with no additional driveway as conditions of approval.

    4. Prohibit additional zoning relief related to Lot 2.

For full detail of this landmark property and the HPC's findings, recommendation and minutes please see **Attachments 6 and 7** along with their Exhibits**.**

[1] A notice sign was placed on the Subject Property and property owners within 400' of the subject property were noticed by certified US Mail, as required by the City Council for a Planned Development public hearing.

[2] Commissioners Mantis and Ihnchak voting no.

[3] Standard Conditions of approval:

A. The Applicant must secure the necessary approvals from all public utility companies, provide easement statements, and locate all existing easements on the Final Plat, prior to recordation;

B. The Applicant must secure the signatures of the City Engineer and the County Clerk on the Final Plat, prior to its recordation;

C. The Final Plat must include all certificates, signatures, and seals as required by Section 151.005(A)(12) of the City Code;

D. The Final Plat must identify monuments for all corners of the proposed lots; and

E. The Final Plat must be tied into the state plane coordinate system.

[4] Building lines prohibits new structures from encroaching beyond them. Building lines are denoted on the proposed Plat of Subdivision and referenced in the PDC motion. Existing structures are allowed to remain.

Requested Relief:

- The proposed subdivision into the proposed Lots 1 and 2 requires a variation to the lot shape requirement, Section 151.004(A)(1), for creating a lot with more than 4 sides.
    - Lot 1 will have roughly 6 sides and Lot 2 will have roughly 4 sides, however the lots follow the shape of the ravine creating non-rectangular lots that do not meet at right angles. The existing lot has more than 4 sides.

Other comments:

- The applicant has indicated the desire to introduce a driveway entrance that will remove at least one of the Street trees along Central Ave. and may jeopardize additional trees within the Right of Way. Please see staff comments for further information on tree removal.
- The HPC strongly objects to the creation of a new driveway because it would disrupt the continuity of the historic wrought-iron fence on the site. See full HPC recommendation and findings in **Attachment 6.**
- Community Development staff recommended considering the use the existing driveway as a shared driveway in order to maintain the existing street trees and fence etc.
- There is an existing walkway that will cross over the lot line necessitating a variation request or must be removed prior to the creation of the subdivision.
    - The applicant has stated the walkway will be removed.
- Applicant has not specified whether they plan on burying utilities lines as required per Section 151.008(B)(7).

Subdivision Review.

Section 151.004 Minimum Design Standards			
Standard	***Requirement***	***Proposed***	***N***
lot shape	4 sides	Over 4	Sub.
lot depth	125'	~320	co
zoning density	LFOZ 40,000 sq. ft.	89,204 SF & 89,312 SF	co
zoning width	LFOZ 100'	162' & 180'	co
creation of nonconformities	none allowed	sidewalk	Conditio
tableland	20% or more	complies	co
frontage on a public street	frontage required	Central & Park	co
established property width average	average width of block	121'	co
streets and alleys and pedesterian ways	ROW dedication not required		co
other public access use areas and facilities	no comments from PW		co
utility and drainage easements	new lots proposed	easements proposed	n
lot-in-depth standards	not applicable	not applicable	n
Other Review Notes:			
flood plain	none	no flood plain on property	n
required infrastructure improvements	none		n

Subdivision Standards for Variations: Sec. 151.009. – Variations and Exceptions:

> "Variations from these regulations shall not be granted as a right. However, the Plan Commission may recommend and the City Council may grant variations from the regulations contained in this Subdivision Code in specific cases, which do not affect the general plan or the spirit of the Subdivision Code. Such recommendations shall be communicated to the City Council in writing."

The Applicant request a variation to Section 151.004(A)(1):

- The Applicant's proposal is compliant with the R4 and LFOZ bulk requirements. However, the proposed Lot 1, containing the existing home, will have roughly 6 sides exceeding the allowed 4 sides per the Subdivision Code therefore requiring a variation request. The proposed Lot 2 will have roughly 4 sides, however due to the steep slope zone the lot will not have 4 flat sides requiring a variation request. [1]

- Additionally, there is an existing sidewalk that crosses the proposed shared lot line that the applicant has stated they will remove.

Planned Development Review:

The proposed development does not require any modifications, but triggers a Historic Preservation recommendation.

- The proposal creates an additional lot, but does not depict a home be constructed at this time. Per Section 150.545(A)(1)(c) any future home will require an amendment to the PUD for any increase by more than one percent in Floor Area or building square footage.

- Note that the Historic Preservation Commission's recommendation is not consistent with the Plan and Design Commission's findings regarding Sec. 150.520(C) – **see Attachments 6** for details on HPC recommendation.

[1] "Lot shapes. Every lot shall have four sides. Exceptions may be approved when the applicant demonstrates that a four-sided lot is not feasible because of peculiar topographical conditions, abutting lots of record or abutting parcels, or pre-existing buildings not owned directly or indirectly by the applicant. A lot of other than four sides will not be approved if it appears that such lot has been so formed solely to comply with the minimum area, depth and width requirements of the Zoning Ordinance. As nearly as practicable, intersecting lot lines shall form right angles with each other."

Public Benefit.

- No Section 150 (Zoning Code) modifications are required for this proposal, therefore no Public Benefit is required.
    - However, the applicant has voluntarily offered a $2,500 donation to the City to help promote historic preservation in Highland Park[1].

City Staff & Outside Agency Review:

The following is a summary of comments from City staff, utility, and other governmental agencies:

1. CD-Planning Div. Comments:
    1. Consider the use the existing driveway as a shared driveway in order to maintain the existing street trees. Moreover, please see Historic Preservation concerns related to this property and the off-site elements considered Historic Resources by the HPC (**see Attachment 6**).

    2. See **Attachment 8** for a full zoning review of the proposed lots. Please note, the proposed lots meet Chapter 150 requirements.

2. Public Works Dept.
    1. Engineering Comments: Please see **Attachment 10**.

    2. Forestry:

        1. Should this PUD be approved, and the application proceed to the permitting phase of development, the applicant will be required to submit a tree permit alongside the construction of the new driveway. As part of that application, Forestry staff will review and administer any fees/mitigation planting as required by Chapter 94 of Highland Park City Code. The applicant will also need to provide a comprehensive Tree Preservation Plan to outline what measures will be taken to prevent unnecessary damage to Protected, Key, and Heritage trees.

        2. Forestry staff will be evaluating the plan to address how the applicant will be installing the new curb cut and driveway; while minimizing impacts to other trees in the vicinity. This includes private trees (#12, 13, & 35), Heritage tree

(#8), as well as public-owned parkway trees along Central Ave. In particular, the proposed driveway apron is within the critical root zone of trees 154 & 152. This will need to be addressed as part of the preservation plan, or the trees should be included in the proposed removals; as their condition is likely to decline with significant excavation in the area.

3. Utilities North Shore Gas, Comcast, AT&T, and ComEd: No Comment.

4. Lake County Storm Water Management Commission:

    1. The topo exhibit identifies wetlands/waters, but the source of this information is not cited. It is unclear whether these boundaries are based on an on-site delineation performed by (or under the supervision of) a Lake County Certified Wetland Specialist (CWS) as required by Watershed Development Ordinance (WDO) §1000. Please provide a copy of the wetland report by a CWS documenting the wetland/ravine boundary shown on the plat for our file records – if such is available.

    2. Subdivision constitutes "development" under WDO §300 and therefore requires a Watershed Development Permit, with the City of Highland Park as the permitting authority and SMC reviewing wetland compliance. The proposed plat shows wetlands but does not reflect the associated buffers or restrictions to ensure long-term protection. These elements must be clearly defined.

        1. A Letter of No Wetland Impact (LONI) may be submitted in lieu of a full wetland report to confirm that buffer areas adequately protect onsite and adjacent aquatic resources. SMC estimates drainage areas of less than 5 acres for the north ravine and greater than 20 acres for the east ravine.

        2. The applicant should provide draft restrictive language for the wetland and buffer areas for SMC review. SMC can provide example language upon request.

    100. SMC will need to review future development plans for the new lot (and any modifications affecting the existing lot near the wetland) to evaluate potential wetland impacts. If construction limits are clearly outside the wetland, SMC can issue a Letter of No Impact (LONI), if required by the City per WDO §1003.

Comments from City entities and outside agencies are only with regard to the proposed subdivision. Construction of any structure, such as a new home, must comply with all relevant local, county, state, and federal requirements.

[1] Staff note that the cost of a Historic Resource Survey is about $27,000 - $50,000 depending on the geographic area involved. It costs $60-$70 to survey each historic property included in the survey area.

Public Comment:

Please see all public comment in **Attachment 5**.

Core Priorities:

Economic Development & Vibrancy. Development supports the overall tax base, produces potential new housing, and contributes to vibrancy by attracting people to the community.

Attachments:

1. Attachment 1 - Narrative
2. Attachment 2 - Topographic Survey
3. Attachment 3 - Proposed Plat of Subdivision from May 5 PDC
4. Attachment 3 - Revised RESUB 051526
5. Attachment 4 - PUD Findings of Fact - 147 Central Ave
6. Attachment 5 - Public Comment
7. Attachment 6 - HPC Written Report and Findings
8. Attachment 6 Exhibit 1 - 1.8.26 HPC Meeting Minutes
9. Attachment 6 Exhibit 2 - 3.12.26 HPC Meeting Minutes
10. Attachment 6 Exhibit 3 - 4.15.26 HPC Meeting Minutes
11. Attachment 6 Exhibit 4 - 1.8.26 Public Comment Submitted to HPC
12. Attachment 6 Exhibit 5 - 2.12.26 Public Comment Submitted to HPC
13. Attachment 7 - 147 Central Staff Determination (HPC)
14. Attachment 7 Exhibit A - Ordinance Approving Landmark 147 Central
15. Attachment 7 Exhibit B - 1982 National Register Nomination
16. Attachment 7 Exhibit C - 1985 Landmark Nomination
17. Attachment 7 Exhibit D - 1985 Owner Consents to Landmark Property
18. Attachment 7 Exhibit E - 1985 HPC Resolution
19. Attachment 7 Exhibit F - 1985 RFCA
20. Attachment 7 Exhibit G - 1986 HPC COA for Coach House
21. Attachment 7 Exhibit H - 2011 HPC COA for Cottage and Landscape
22. Attachment 8 - Zoning Review
23. Attachment 9 - Lake County Assessor's Office Sketch Plan
24. Attachment 10 - Engineering Comments

Ravine Park Subdivision

Applicant: Greg Moyer
1550 Hawthorne Lane, Highland Park, IL 60035
(773) 230-1081
gmoyer@moyerproperties.com

LOCATION OF PROPERTY

147 Central is a single-family home located in east Highland Park.

STATEMENT OF OWNERSHIP

The title holder is the fee simple owner of the property.

ZONING STATEMENT

147 Central is located in the R-4 LFOZ zoning district. The properties to the east, north south and west are also located in R-4 LFOZ zoning district.

STATEMENT OF OBJECTIVES

147 Central is also known as the Field House. 147 Central is a substantial property situated adjacent to a ravine, encompassing more than four acres of land. It was the home of Highland Park's second mayor, Cornelius Field, and is believed to be the oldest residence in Highland Park. In addition to being mayor, Cornelius Field was a director of the Highland Park Building Company, and he built this home for himself in 1875. In 1985, the existing home was designated as landmark by the City of Highland Park. In the landmark application, the stated reason for the landmarking was due to the "eastern section Gothic Cottage, abutting it on the west is two story wing – second story contained within Mansard roof". The property has been altered over the years, and it has been vacant for over 5 years. The current owners have been marketing the unsubdivided home and property for sale, without success, for over a year.

In order to preserve the existing landmarked home, the applicant desires to subdivide the property into two very large lots. One containing the historic landmarked home and the second, the non-historical/landmark vacant area. This subdivision will allow the owner to properly market the home to allow a buyer the ability to purchase the landmark home while embracing the historical significance at a fair price. The two lots created by this subdivision are both very large and double the minimum lot size for R-4 LFOZ, however, each will contain more than four (4) sides. Due to the ravine location, it is impossible to create two lots with only four sides at this location. Thus, to subdivide, one variation is required to allow lots of more than 4 sides.

Pursuant to the Subdivision Code, the Plan and Design Commission may recommend, and the City Council may grant variations so long as the variation does not affect the general plan or the spirit of the Subdivision Code (Section 151.009). The intent

and purpose of the regulation set forth in the Subdivision Code is, in part, to protect neighborhood character and to provide quality neighborhoods by requiring minimum lot widths, depths and areas (Section 151.002(D)). In this case, the existing lot contains more than 4 sides, as will the newly created lots. It is important to note that many homes in this area, including 147 Central, have more than 4 sides, as these lots meander around the ravine.

The newly subdivided lots comport well with the neighborhood and preserve the neighborhood character. The existing landmarked home will remain untouched and preserved for generations to come. Furthermore, the newly created lots comply with the regulations by meeting the minimum lot width, depth and area in the zoning district. Thus, the application herein meets the standards for a variation set forth in the Subdivision Code and but for the one issue, no variation will be required or needed. In sum, the proposed subdivided lots do not affect the general plan and are consistent with the spirit of the Subdivision Code. Thank you for considering this application.

STATEMENT OF MODIFICATION OF ZONING DISTRICT STANDARDS.

To create lots that contain more than four (4) sides.

OPEN SPACE STATEMENT

The proposed development will have an excess of open space.

WAIVERS

The applicant hereby requests, pursuant to Section 150.525(E) of the Code, that the Director waive the submission of the following:

1. Fiscal Impact Study
2. Market Study.

STATEMENT OF PUBLIC BENEFIT

The applicant will make a donation in the amount of $2,500 to the City to help promote historical preservation in Highland Park

AFFORDABLE HOUSING STATEMENT

n/a.

SUMMARY

As set forth above, the proposal is consistent with the City's Master Plan. The proposed project will satisfy all of the required standards of the Code, including but not limited to the following:

- The planned development will not be detrimental to or endanger the public health, safety, morals, comfort and general welfare of the community.
- Its location will be in harmony and consistent with the orderly development of the zoning district.
- It will have no adverse impact on other property in the immediate vicinity nor will diminish or impair the value of the neighboring property.
- Adequate utilities, driveways, drainage and other necessary facilities will be provided.
- Finally, a genuine public benefit is provided so that the entire community can enjoy this project.

We respectfully request that you consider this proposal.

December 10, 2025

CITY OF HIGHLAND PARK
Subdivision Application
Letter of Situation
Dated: October 7, 2025

RE: 147 Central Avenue Subdivision in Highland Park

TO: Plan Commission and City Council

147 Central is also known as the Field House. 147 Central is a substantial property situated adjacent to a ravine, encompassing more than four acres of land. It was the home of Highland Park's second mayor, Cornelius Field, and is believed to be the oldest residence in Highland Park. In addition to being mayor, Cornelius Field was a director of the Highland Park Building Company, and he built this home for himself in 1875. In 1985, the existing home was designated as landmark by the City of Highland Park. In the landmark application, the stated reason for the landmarking was due to the "eastern section Gothic Cottage, abutting it on the west is two story wing – second story contained within Mansard roof". The property has been altered over the years, and it has been vacant for over 5 years. The current owners have been marketing the unsubdivided home and property for sale, without success, for over a year.

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The newly subdivided lots comport well with the neighborhood and preserve the neighborhood character. The existing landmarked home will remain untouched and preserved for generations to come. Furthermore, the newly created lots comply with the regulations by meeting the minimum lot width, depth and area in the zoning district. Thus, the application herein meets the standards for a variation set forth in the Subdivision Code and but for the one issue, no variation will be required or needed. In sum, the proposed subdivided lots do not affect the general plan and are consistent with the spirit of the Subdivision Code. Thank you for considering this application.

PLAT OF SURVEY

OF

LOT 4 IN BLOCK 26 IN HIGHLAND PARK; BEING A SUBDIVISION OF FRACTIONAL SECTIONS 23 AND 24 AND PART OF FRACTIONAL SECTION 14, TOWNSHIP 43 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 7, 1869 IN BOOK "A" OF PLATS, PAGE 2, IN LAKE COUNTY, ILLINOIS.

THE PREMISES COMMONLY KNOWN AS:
147 CENTRAL AVENUE, HIGHLAND PARK, IL
PARCEL AREA = 178,536 S.F.
(4.10 ACRES)
PIN: 16-23-210-002

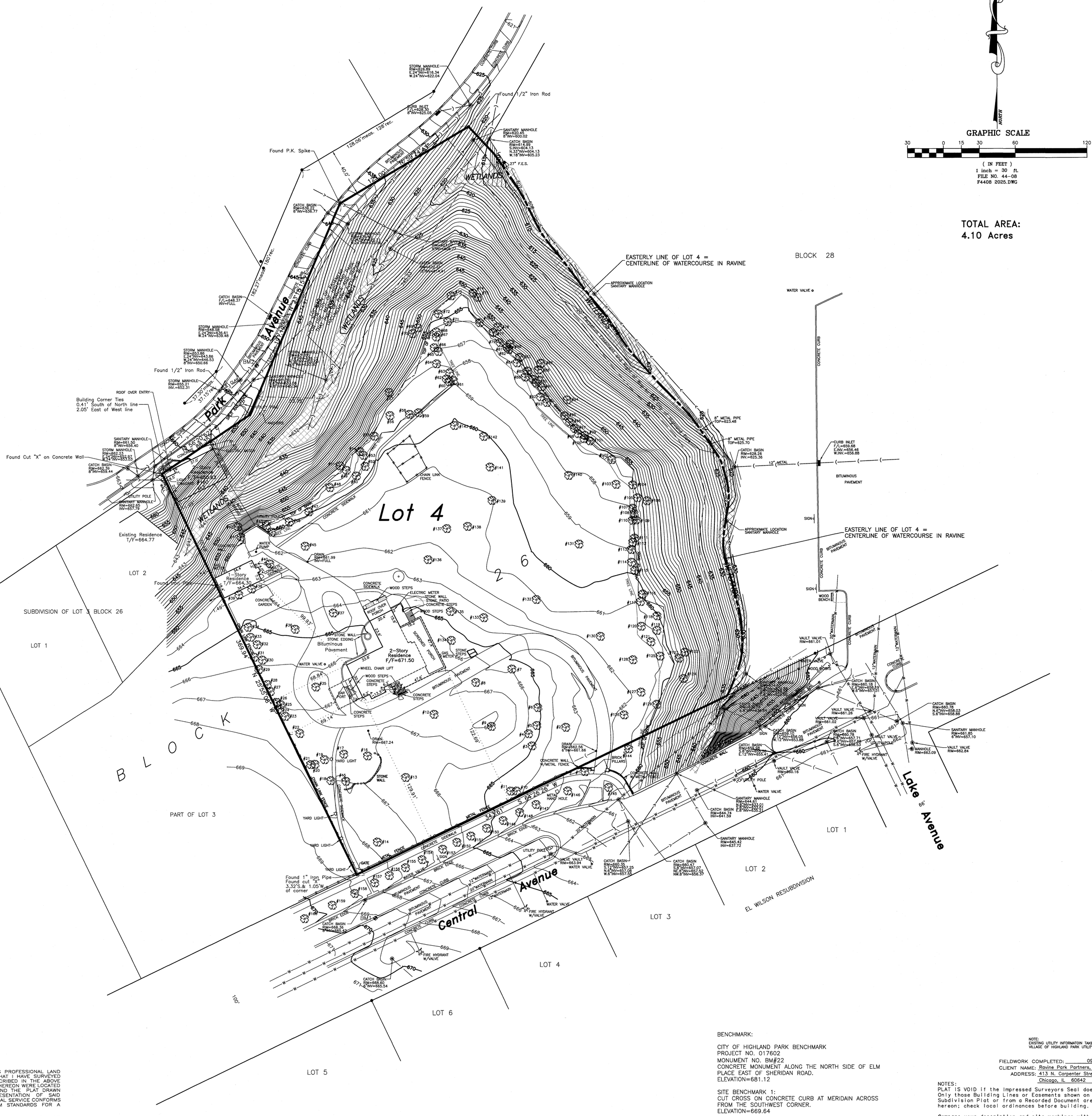
NORTH

GRAPHIC SCALE

30 0 15 30 60 120

(IN FEET)
1 inch = 30 ft.
FILE NO. 44-08
F4408 2025.DWG

TOTAL AREA:
4.10 Acres



STATE OF ILLINOIS
COUNTY OF LAKE S.S.

I, BRYAN J. LEE, AN ILLINOIS PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT I HAVE SURVEYED AND STAKED THE LAND AS DESCRIBED IN THE ABOVE CAPTION, ANY STRUCTURES SHOWN HEREON WERE LOCATED BY ME OR UNDER MY DIRECTION AND THE PLAT DRAWN HEREON IS A CORRECT REPRESENTATION OF SAID SURVEY AND THAT THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY.

DATED AT GRAYSLAKE, ILLINOIS THIS 12TH DAY OF JUNE, A.D. 20 08.

ILLINOIS PROFESSIONAL LAND SURVEYOR 35-3616
MY LICENSE EXPIRES 11-30-26
PROFESSIONAL DESIGN FIRM NO. 184-002732

ADD ADDITIONAL TREES 09-26-2025 B.J.L.
UPDATE TREE TAG #'S 09-09-2025 B.J.L.
SURVEY UPDATED 11-12-09 B.J.L.

BENCHMARK:

CITY OF HIGHLAND PARK BENCHMARK
PROJECT NO. 017602
MONUMENT NO. BM#22
CONCRETE MONUMENT ALONG THE NORTH SIDE OF ELM PLACE EAST OF SHERIDAN ROAD.
ELEVATION=681.12

SITE BENCHMARK 1:
CUT CROSS ON CONCRETE CURB AT MERIDAIN ACROSS FROM THE SOUTHWEST CORNER.
ELEVATION=669.64

SITE BENCHMARK 2:
CUT CROSS ON CONCRETE SIDEWALK ALONG PARK AVENUE.
ELEVATION=652.65

NOTE:
EXISTING UTILITY INFORMATOIN TAKEN FROM VILLAGE OF HIGHLAND PARK UTILITY MAPS.

FIELDWORK COMPLETED: 09-24-2025
CLIENT NAME: Ravine Park Partners, LLC
ADDRESS: 413 N. Carpenter Street, Suite 1E
Chicago, IL 60642

NOTES:
PLAT IS VOID if the Impressed Surveyors Seal does not appear. Only those Building Lines or Easements shown on a Recorded Subdivision Plat or from a Recorded Document are shown hereon; check local ordinances before building.

Compare your description and site markings with this plat AT ONCE report any discrepancies which you may find.

R.E. ALLEN AND ASSOCIATES, LTD.
PROFESSIONAL LAND SURVEYORS
1015 N. CORPORATE CIRCLE, SUITE C
GRAYSLAKE, ILLINOIS 60030
PHONE: 847-223-0914 FAX: 847-223-0980

PRELIMINARY PLAT

RAVINE PARK SUBDIVISION

BEING A RESUBDIVISION

of

LOT 4 IN BLOCK 26 IN HIGHLAND PARK; BEING A SUBDIVISION OF FRACTIONAL SECTIONS 23 AND 24 AND PART OF FRACTIONAL SECTION 14, TOWNSHIP 43 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 7, 1869 IN BOOK "A" OF PLATS, PAGE 2, IN LAKE COUNTY, ILLINOIS.

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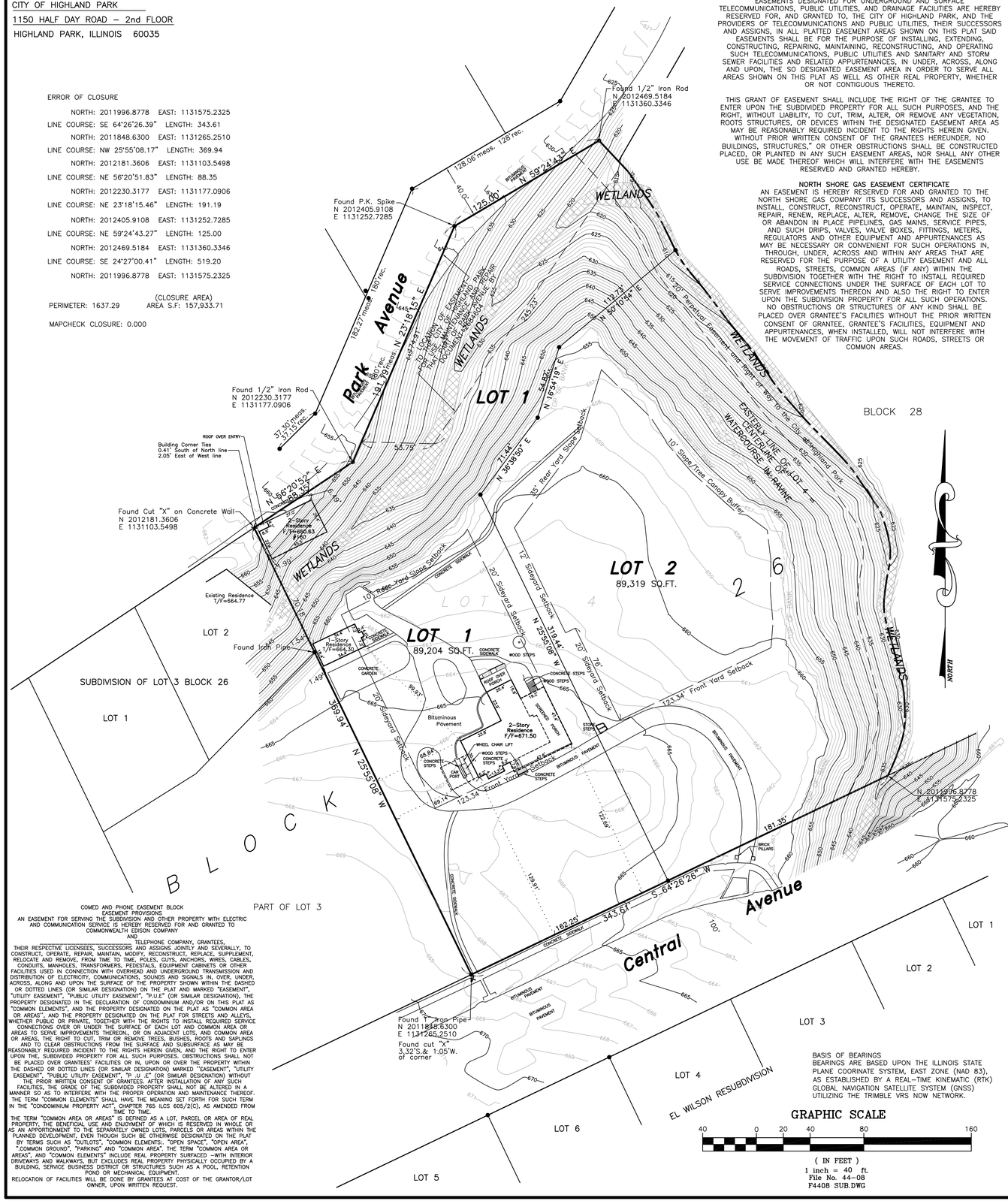
RETURN AFTER RECORDING TO:
CITY OF HIGHLAND PARK
1150 HALF DAY ROAD – 2nd FLOOR
HIGHLAND PARK, ILLINOIS 60035

ERROR OF CLOSURE

NORTH: 2011996.8778 EAST: 1131575.2325
LINE COURSE: SE 64°26'26.39" LENGTH: 343.61
NORTH: 2011848.6300 EAST: 1131265.2510
LINE COURSE: NW 25°55'08.17" LENGTH: 369.94
NORTH: 2012181.3606 EAST: 1131103.5498
LINE COURSE: NE 56°20'51.83" LENGTH: 88.35
NORTH: 2012230.3177 EAST: 1131177.0906
LINE COURSE: NE 23°18'15.46" LENGTH: 191.19
NORTH: 2012405.9108 EAST: 1131252.7285
LINE COURSE: NE 59°24'43.27" LENGTH: 125.00
NORTH: 2012469.5184 EAST: 1131360.3346
LINE COURSE: SE 24°27'00.41" LENGTH: 519.20
NORTH: 2011996.8778 EAST: 1131575.2325

(CLOSURE AREA)
PERIMETER: 1637.29 AREA S.F: 157,933.71

MAPCHECK CLOSURE: 0.000


Found 1/2" Iron Rod
N 2012469.5184
E 1131360.3346
Found P.K. Spike
N 2012405.9108
E 1131252.7285
128.66 meas. 126' rec.
40.0'
125.00'
N 59°24'43.27" E
WETLANDS
182.27' meas. 180' rec.
Park Avenue
Found 1/2" Iron Rod
N 2012230.3177
E 1131177.0906
191.09' meas. N 23°18'15.46" E
37.30' meas. 37.15' rec.
55.75'
ROOF OVER ENTRY
Building Corner Ties
0.41' South of North line
2.05' East of West line
Found Cut "X" on Concrete Wall
N 2012181.3606
E 1131103.5498
N 56°20'51.82" E
88.35'
Existing Residence
T/F=660.83
B=650
Existing Residence
T/F=664.77
LOT 2
Found Iron Pipe
SUBDIVISION OF LOT 3 BLOCK 26
LOT 1
359.94'
N 25°55'08" W
1.49'
Existing Residence
T/F=664.30
B=654.30
CONCRETE GARDEN
99.93'
207' Sideyard Setback
665
Bituminous Pavement
68.84'
CONCRETE STEPS
CAR PORT
WOOD STEPS
CONCRETE SIDEWALK
ROOF OVER ENTRY
WOOD STEPS
CONCRETE STEPS
STONE STEPS
2-Story Residence
F/F=671.50
SCREENED PORCH
WHEEL CHAIR LIFT
WOOD STEPS
CONCRETE STEPS
CONCRETE STEPS
CAR PORT
CONCRETE STEPS
BITUMINOUS PAVEMENT
123.34' Front Yard Setback
169.14'
123.34'
BLOCK
PART OF LOT 3
LOT 1
89,204 SQ.FT.
LOT 2
89,319 SQ.FT.
LOT 4
LOT 5
LOT 6
WETLANDS
WETLANDS
WETLANDS

PRELIMINARY PLAT

RAVINE PARK SUBDIVISION

BEING A RESUBDIVISION

of

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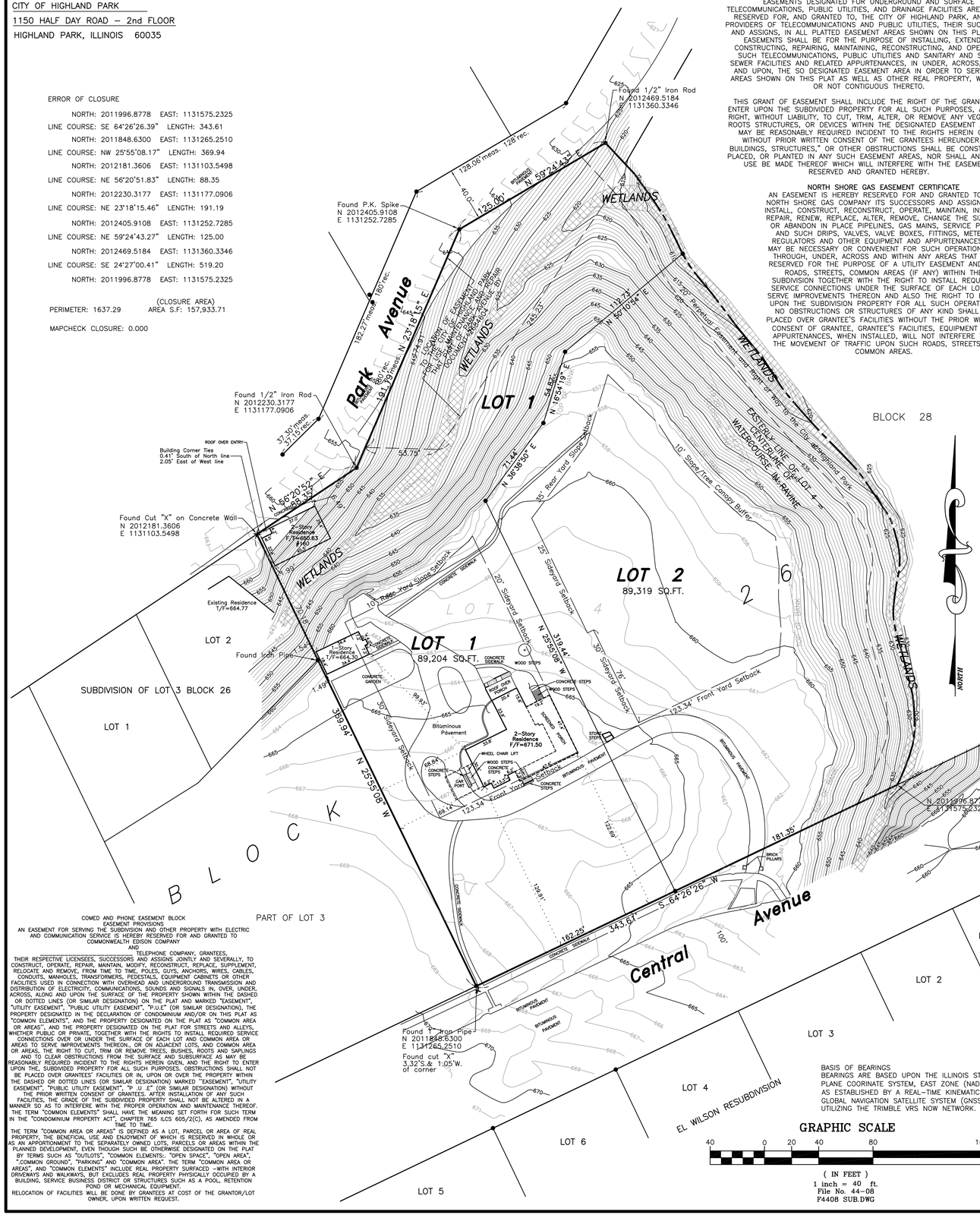
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(CLOSURE AREA)
PERIMETER: 1637.29 AREA S.F: 157,933.71

MAPCHECK CLOSURE: 0.000



BASIS OF BEARINGS
BEARINGS ARE BASED UPON THE ILLINOIS STATE PLANE COORINATE SYSTEM, EAST ZONE (NAD 83), AS ESTABLISHED BY A REAL-TIME KINEMATIC (RTK) GLOBAL NAVIGATION SATELLITE SYSTEM (GNSS) UTILIZING THE TRIMBLE VRS NOW NETWORK.

GRAPHIC SCALE
40 0 20 40 80 160
(IN FEET)
1 inch = 40 ft.
File No. 44-08
F4408 SUB.DWG

EASEMENT PROVISIONS

EASEMENTS DESIGNATED FOR UNDERGROUND AND SURFACE TELECOMMUNICATIONS, PUBLIC UTILITIES, AND DRAINAGE FACILITIES ARE HEREBY RESERVED FOR, AND GRANTED TO, THE CITY OF HIGHLAND PARK, AND THE PROVIDERS OF TELECOMMUNICATIONS AND PUBLIC UTILITIES, THEIR SUCCESSORS AND ASSIGNS, IN ALL PLATTED EASEMENT AREAS SHOWN ON THIS PLAT SAID EASEMENTS SHALL BE FOR THE PURPOSE OF INSTALLING, EXTENDING, CONSTRUCTING, REPAIRING, MAINTAINING, RECONSTRUCTING, AND OPERATING SUCH TELECOMMUNICATIONS, PUBLIC UTILITIES AND SANITARY AND STORM SEWER FACILITIES AND RELATED APPURTENANCES, IN UNDER, ACROSS, ALONG AND UPON, THE SO DESIGNATED EASEMENT AREA IN ORDER TO SERVE ALL AREAS SHOWN ON THIS PLAT AS WELL AS OTHER REAL PROPERTY, WHETHER OR NOT CONTIGUOUS THERETO.

THIS GRANT OF EASEMENT SHALL INCLUDE THE RIGHT OF THE GRANTEE TO ENTER UPON THE SUBDIVIDED PROPERTY FOR ALL SUCH PURPOSES, AND THE RIGHT, WITHOUT LIABILITY, TO CUT, TRIM, ALTER, OR REMOVE ANY VEGETATION, ROOTS STRUCTURES, OR DEVICES WITHIN THE DESIGNATED EASEMENT AREA AS MAY BE REASONABLY REQUIRED INCIDENT TO THE RIGHTS HEREIN GIVEN. WITHOUT PRIOR WRITTEN CONSENT OF THE GRANTEES HEREUNDER, NO BUILDINGS, STRUCTURES," OR OTHER OBSTRUCTIONS SHALL BE CONSTRUCTED PLACED, OR PLANTED IN ANY SUCH EASEMENT AREAS, NOR SHALL ANY OTHER USE BE MADE THEREOF WHICH WILL INTERFERE WITH THE EASEMENTS RESERVED AND GRANTED HEREBY.

NORTH SHORE GAS EASEMENT CERTIFICATE

AN EASEMENT IS HEREBY RESERVED FOR AND GRANTED TO THE NORTH SHORE GAS COMPANY ITS SUCCESSORS AND ASSIGNS, TO INSTALL, CONSTRUCT, RECONSTRUCT, OPERATE, MAINTAIN, INSPECT, REPAIR, RENEW, REPLACE, ALTER, REMOVE, CHANGE THE SIZE OF OR ABANDON IN PLACE PIPELINES, GAS MAINS, SERVICE PIPES, AND SUCH DRIPS, VALVES, VALVE BOXES, FITTINGS, METERS, REGULATORS AND OTHER EQUIPMENT AND APPURTENANCES AS MAY BE NECESSARY OR CONVENIENT FOR SUCH OPERATIONS IN, THROUGH, UNDER, ACROSS AND WITHIN ANY AREAS THAT ARE RESERVED FOR THE PURPOSE OF A UTILITY EASEMENT AND ALL ROADS, STREETS, COMMON AREAS (IF ANY) WITHIN THE SUBDIVISION TOGETHER WITH THE RIGHT TO INSTALL REQUIRED SERVICE CONNECTIONS UNDER THE SURFACE OF EACH LOT TO SERVE IMPROVEMENTS THEREON AND ALSO THE RIGHT TO ENTER UPON THE SUBDIVISION PROPERTY FOR ALL SUCH OPERATIONS. NO OBSTRUCTIONS OR STRUCTURES OF ANY KIND SHALL BE PLACED OVER GRANTEE'S FACILITIES WITHOUT THE PRIOR WRITTEN CONSENT OF GRANTEE, GRANTEE'S FACILITIES, EQUIPMENT AND APPURTENANCES, WHEN INSTALLED, WILL NOT INTERFERE WITH THE MOVEMENT OF TRAFFIC UPON SUCH ROADS, STREETS OR COMMON AREAS.

COMED AND PHONE EASEMENT BLOCK EASEMENT PROVISIONS

AN EASEMENT FOR SERVING THE SUBDIVISION AND OTHER PROPERTY WITH ELECTRIC AND COMMUNICATION SERVICE IS HEREBY RESERVED FOR AND GRANTED TO COMMONWEALTH EDISON COMPANY AND _____ TELEPHONE COMPANY, GRANTEES, THEIR RESPECTIVE LICENSEES, SUCCESSORS AND ASSIGNS JOINTLY AND SEVERALLY, TO CONSTRUCT, OPERATE, REPAIR, MAINTAIN, MODIFY, RECONSTRUCT, REPLACE, SUPPLEMENT, RELOCATE AND REMOVE, FROM TIME TO TIME, POLES, GUYS, ANCHORS, WIRES, CABLES, CONDUITS, MANHOLES, TRANSFORMERS, PEDESTALS, EQUIPMENT CABINETS OR OTHER FACILITIES USED IN CONNECTION WITH OVERHEAD AND UNDERGROUND TRANSMISSION AND DISTRIBUTION OF ELECTRICITY, COMMUNICATIONS, SOUNDS AND SIGNALS IN, OVER, UNDER, ACROSS, ALONG AND UPON THE SURFACE OF THE PROPERTY SHOWN WITHIN THE DASHED OR DOTTED LINES (OR SIMILAR DESIGNATION) ON THE PLAT AND MARKED "EASEMENT", "UTILITY EASEMENT", "PUBLIC UTILITY EASEMENT", "P.U.E" (OR SIMILAR DESIGNATION), THE PROPERTY DESIGNATED IN THE DECLARATION OF CONDOMINIUM AND/OR ON THIS PLAT AS "COMMON ELEMENTS", AND THE PROPERTY DESIGNATED ON THE PLAT AS "COMMON AREA OR AREAS", AND THE PROPERTY DESIGNATED ON THE PLAT FOR STREETS AND ALLEYS, WHETHER PUBLIC OR PRIVATE, TOGETHER WITH THE RIGHTS TO INSTALL REQUIRED SERVICE CONNECTIONS OVER OR UNDER THE SURFACE OF EACH LOT AND COMMON AREA OR AREAS TO SERVE IMPROVEMENTS THEREON,, OR ON ADJACENT LOTS, AND COMMON AREA OR AREAS, THE RIGHT TO CUT, TRIM OR REMOVE TREES, BUSHES, ROOTS AND SAPLINGS AND TO CLEAR OBSTRUCTIONS FROM THE SURFACE AND SUBSURFACE AS MAY BE REASONABLY REQUIRED INCIDENT TO THE RIGHTS HEREIN GIVEN, AND THE RIGHT TO ENTER UPON THE, SUBDIVIDED PROPERTY FOR ALL SUCH PURPOSES. OBSTRUCTIONS SHALL NOT BE PLACED OVER GRANTEES' FACILITIES OR IN, UPON OR OVER THE PROPERTY WITHIN THE DASHED OR DOTTED LINES (OR SIMILAR DESIGNATION) MARKED "EASEMENT", "UTILITY EASEMENT", "PUBLIC UTILITY EASEMENT", "P .U .E" (OR SIMILAR DESIGNATION) WITHOUT THE PRIOR WRITTEN CONSENT OF GRANTEES. AFTER INSTALLATION OF ANY SUCH FACILITIES, THE GRADE OF THE SUBDIVIDED PROPERTY SHALL NOT BE ALTERED IN A MANNER SO AS TO INTERFERE WITH THE PROPER OPERATION AND MAINTENANCE THEREOF. THE TERM "COMMON ELEMENTS" SHALL HAVE THE MEANING SET FORTH FOR SUCH TERM IN THE "CONDOMINIUM PROPERTY ACT", CHAPTER 765 ILCS 605/2(C), AS AMENDED FROM TIME TO TIME.

THE TERM "COMMON AREA OR AREAS" IS DEFINED AS A LOT, PARCEL OR AREA OF REAL PROPERTY, THE BENEFICIAL USE AND ENJOYMENT OF WHICH IS RESERVED IN WHOLE OR AS AN APPORTIONMENT TO THE SEPARATELY OWNED LOTS, PARCELS OR AREAS WITHIN THE PLANNED DEVELOPMENT, EVEN THOUGH SUCH BE OTHERWISE DESIGNATED ON THE PLAT BY TERMS SUCH AS "OUTLOTS", "COMMON ELEMENTS:. "OPEN SPACE", "OPEN AREA", "COMMON GROUND", "PARKING" AND "COMMON AREA". THE TERM "COMMON AREA OR AREAS", AND "COMMON ELEMENTS" INCLUDE REAL PROPERTY SURFACED –WITH INTERIOR DRIVEWAYS AND WALKWAYS, BUT EXCLUDES REAL PROPERTY PHYSICALLY OCCUPIED BY A BUILDING, SERVICE BUSINESS DISTRICT OR STRUCTURES SUCH AS A POOL, RETENTION POND OR MECHANICAL EQUIPMENT.

RELOCATION OF FACILITIES WILL BE DONE BY GRANTEES AT COST OF THE GRANTOR/LOT OWNER, UPON WRITTEN REQUEST.

**** OWNERS CERTIFICATE ****

STATE OF ILLINOIS)
COUNTY OF LAKE) S.S.

_____, DO HEREBY CERTIFY THAT WE ARE THE OWNERS OF THE PROPERTY DESCRIBED IN THE ABOVE CAPTION AND THAT AS OWNERS HAVE CAUSED THE SAID PROPERTY TO BE SURVEYED, CONSOLIDATED, STAKED AND PLATTED AS SHOWN HEREON FOR THE PURPOSE OF HAVING THIS PLAT RECORDED AS PROVIDED BY LAW.

IN WITNESS WHEREOF, WE HAVE HEREUNTO SET OUR HANDS AN SEALS THIS _____DAY OF _____ A.D. 20_____.

BY:_____

ADDRESS:_____

_____

_____

**** NOTARY CERTIFICATE ****

STATE OF ILLINOIS)
COUNTY OF LAKE)

I,_____, A NOTARY PUBLIC IN AND FOR THE COUNTY AND STATE AFORESAID, DO HEREBY CERTIFY THAT _____ PERSONALLY KNOWN TO ME TO BE THE SAME PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT AS SUCH OWNERS APPEARED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED THAT THEY SIGNED AND DELIVERED THIS PLAT AS THEIR OWN FREE AND VOLUNTARY ACT, FOR THE USES AS PURPOSES THEREIN SET FORTH.

GIVEN UNDER MY HAND AND SEAL, THIS_____ DAY OF _____ A.D. 20_____, AT_____, ILLINOIS.

_____ _____
MY COMMISSION EXPIRES NOTARY PUBLIC

SCHOOL DISTRICT CERTIFICATE

THIS IS TO CERTIFY THAT _____, AS OWNER OF THE PROPERTY DESCRIBED AS _____ AND LEGALLY DESCRIBED ON THE PLAT OF THE SAME NAME, HAVE DETERMINED TO THE BEST OF MY KNOWLEDGE THE SCHOOL DISTRICT ON WHICH EACH OF THE FOLLOWING LOT LIES.

SIGNATURE OF OWNER_____

LOT NUMBER(S)	SCHOOL DISTRICTS ELEMENTARY	HIGH SCHOOL
1 & 2	112	113

NOTARY CERTIFICATE
STATE OF ILLINOIS)
COUNTY OF LAKE) S.S.
I, _____, NOTARY PUBLIC, DO HEREBY CERTIFY THAT _____ OWNER OF THE PROPERTY COMMONLY KNOWN AS _____, APPEARED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED THE EXECUTION OF THIS STATEMENT AS THEIR FREE AND VOLUNTARY ACT. GIVEN UNDER MY HAND AND SEAL THIS_____ DAY OF _____, A.D. 20_____.

NOTARY PUBLIC_____

**** SURVEYORS CERTIFICATE ****

STATE OF ILLINOIS)
COUNTY OF LAKE) S.S.

THIS IS TO CERTIFY THAT I, BRYAN J. LEE, AN ILLINOIS PROFESSIONAL LAND SURVEYOR, SURVEYED AND CONSOLIDATED THE FOLLOWING DESCRIBED PROPERTY:

LOT 4 IN BLOCK 26 IN HIGHLAND PARK; BEING A SUBDIVISION OF FRACTIONAL SECTIONS 23 AND 24 AND PART OF FRACTIONAL SECTION 14, TOWNSHIP 43 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 7, 1869 IN BOOK "A" OF PLATS, PAGE 2, IN LAKE COUNTY, ILLINOIS.

AS SHOWN BY THE SUBDIVISION PLAT, WHICH IS A CORRECT REPRESENTATION OF SAID SURVEY AND CONSOLIDATION, ALL DIMENSIONS ARE IN FEET AND DECIMAL PARTS THEREOF.

I FURTHER CERTIFY THAT THE PROPERTY AS DESCRIBED ON THE CONSOLIDATION PLAT IS WITHIN THE CORPORATE LIMITS OF THE CITY OF HIGHLAND PARK, LAKE COUNTY, ILLINOIS.

BASED UPON EXAMINATION OF THE F.E.M.A. MAPS, IT HAS BEEN DETERMINED THAT NONE OF THE PROPERTY SHOWN HEREON IS SUBJECT TO FLOOD RISK (THE PROPERTY FALLS WITHIN A ZONE "X") AS PORTRAYED ON FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NO. 17097C0283L , EFFECTIVE DATE: OCTOBER 5, 2023 .

I FURTHER CERTIFY THAT MONUMENTATION HAS BEEN PLACED AT ALL LOT CORNERS. THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A SUBDIVISION SURVEY.

DATED IN GRAYSLAKE, ILLINOIS, THIS 15TH DAY OF MAY A.D. 20 26 .

_____
ILLINOIS PROFESSIONAL LAND SURVEYOR 35-3616
MY LICENSE EXPIRES 11-30-26
PROFESSIONAL DESIGN FIRM NO. 184-002732

PROFESSIONAL LAND SURVEYOR
BRYAN J. LEE
3616
GRAYSLAKE
ILLINOIS
STATE OF ILLINOIS

**** COUNTY CLERK CERTIFICATE ****

STATE OF ILLINOIS)
COUNTY OF LAKE) S.S.

I,_____, COUNTY CLERK OF LAKE COUNTY, ILLINOIS, DO HEREBY CERTIFY THAT THERE ARE NO DELINQUENT GENERAL TAXES, UNPAID CURRENT GENERAL TAXES, DELINQUENT SPECIAL ASSESSMENTS OR UNPAID CURRENT SPECIAL ASSESSMENTS AGAINST ANY OF THE LAND INCLUDED IN THE DESCRIBED PROPERTY. I FURTHER CERTIFY THAT I HAVE RECEIVED ALL STATUTORY FEES IN CONNECTION WITH THE PLAT.

GIVEN UNDER MY HAND AND SEAL OF THE COUNTY CLERK OF LAKE COUNTY, ILLINOIS.

THIS_____ DAY OF _____ A.D. 20_____.

_____
LAKE COUNTY CLERK

**** CITY CERTIFICATE ****

STATE OF ILLINOIS)
COUNTY OF LAKE) S.S.

APPROVED BY THE MAYOR AND THE CITY COUNCIL OF THE CITY OF HIGHLAND PARK, ILLINOIS THIS_____ DAY OF _____ A.D. 20 _____.

ATTEST:_____ BY:_____
CITY CLERK MAYOR

**** CITY COLLECTOR CERTIFICATE ****

STATE OF ILLINOIS)
COUNTY OF LAKE) S.S.

I,_____, CITY COLLECTOR FOR THE CITY OF HIGHLAND PARK, FIND NO DEFERRED INSTALLMENTS OF OUTSTANDING UNPAID SPECIAL ASSESSMENTS AGAINST ANY OF THE PROPERTY INCLUDED IN THIS PLAT OF CONSOLIDATION.

DATED THIS_____ DAY OF _____ A.D. 20_____.

_____
CITY COLLECTOR
CITY OF HIGHLAND PARK

**** CITY ENGINEER CERTIFICATE ****

STATE OF ILLINOIS)
COUNTY OF LAKE) S.S.

I,_____, ENGINEER OF THE CITY OF HIGHLAND PARK, DO HEREBY APPROVE THIS PLAT.

DATED THIS_____ DAY OF _____ A.D. 20_____.

CITY ENGINEER _____

**** PLAN & DESIGN COMMISSION CERTIFICATE ****

STATE OF ILLINOIS)
COUNTY OF LAKE) S.S.

RECOMMENDED FOR APPROVAL BY THE PLAN & DESIGN COMMISSION OF THE CITY OF HIGHLAND PARK, LAKE COUNTY, ILLINOIS, AT A MEETING, HELD THIS_____ DAY OF _____ A.D. 20 ____.

SIGNED:_____
CHAIRMAN

ATTEST:_____
SECRETARY

PLAT SUBMITTED BY CERTIFICATE
STATE OF ILLINOIS)
COUNTY OF LAKE) S.S.

THE PERSON LISTED IN THE FOLLOWING NOTE IS HEREBY GRANTED PERMISSION TO RECORD THIS PLAT ON BEHALF OF BRYAN J. LEE , ILLINOIS PROFESSIONAL LAND SURVEYOR.

SIGNED: _____
ILLINOIS PROFESSIONAL LAND SURVEYOR 35-3616

PROFESSIONAL LAND SURVEYOR
BRYAN J. LEE
3616
GRAYSLAKE
ILLINOIS
STATE OF ILLINOIS

THIS PLAT SUBMITTED FOR RECORDING BY:

NAME: _____

ADDRESS: _____

CITY: _____

STATE/ZIP: _____

DATE: _____

FIELDWORK COMPLETED: 09-24-2025
CLIENT NAME: Ravine Park Partners, LLC
ADDRESS: 413 N. Carpenter Street, Suite 1E
Chicago, IL 60642

NOTES;
PLAT IS VOID if the Impressed Surveyors Seal does not appear.
Only those Building Lines or Easements shown on a Recorded Subdivision Plat or from a Recorded Document are shown hereon; check local ordinances before building.

Compare your description and site markings with this plat AT ONCE report any discrepancies which you may find.

R.E. ALLEN AND ASSOCIATES, LTD.
PROFESSIONAL LAND SURVEYORS
1015 N. CORPORATE CIRCLE, SUITE C
GRAYSLAKE, ILLINOIS 60030
PHONE: 847-223-0914 FAX: 847-223-0980

FINDINGS OF FACT

Public Hearing #PUD-2025-00081 for a Special Use Permit in the Nature of a Preliminary and Final Planned Development with Modifications from City Code; and a Plat of Re-Subdivision, with Variances from City Code (147 Central Ave.)

Pursuant to Section 150.530(H)(3): The Plan and Design Commission shall not recommend approval of a proposed Planned Development and Preliminary Development Plan except upon making all findings of fact required pursuant to Section 150.1404 of this Chapter, and as follows:

a) That the Planned Development conforms to the goals and objectives of the Master Plan, and to the standards and requirements of this Article, including, without limitation, Section 150.520 of this Article;

b) That the proposed Planned Development contains no more residential dwelling units than permitted pursuant to the subdivision sketch plan submitted in accordance with Section 150.525(A)(8) of this Article, as may be adjusted pursuant to Section 150.510(D) of this Article; and

c) That the Planned Development provides a public benefit, if required pursuant to Section 150.515 of this Article.

Findings of Fact consistent the requirements in Section 150.530(H)(3) are provided below:

Pursuant to Section 150.1404, the Plan & Design Commission or the City Council, as the case may be, shall not recommend or grant a special use permit be issued unless it shall make findings of fact based upon evidence presented at the hearing in any given case that:

(1) The special use will serve the public convenience at the location of the subject property; or the establishment, maintenance, or operation of the special use will not be detrimental to or endanger the public health, safety, morals, comfort, or general welfare;

Finding**:** The Commission finds that the proposed Plat of Re-Subdivision will not be detrimental to or endanger the public health, safety, or general welfare. The project's land area complies with the Lake Front Density & Character Overlay Zone (LFOZ) subdivision requirements.

(2) The location and size of the special use, the nature and intensity of the operation involved in or conducted in connection with the special use, the size of the subject property in relation to such special use, and the location of the site with respect to streets giving access to it, shall be such that it will be in harmony with the appropriate, orderly development of the zoning district in which it is located;

Finding**:** The Commission finds that the planned development is within the density allowance and therefore the proposal is in harmony with the appropriate, orderly development of the zoning district in which it is located. The Commission finds the density acceptable since the project complies with the single family zoning density and LFOZ subdivision requirements.

(3) That the special use will not be injurious to the use and enjoyment of other property in the immediate vicinity of the subject property for the purposes already permitted in such zoning

district, nor substantially diminish and impair the value of other property in the neighborhood;

Finding: The Design Commission finds that the planned development will not be injurious to properties in the immediate vicinity of the subject property. The property has been in a single family residential zoning district for many years, which permits single family uses. The Commission finds that the subdivision modifications requested are warranted given the size of the lot.

(4) The nature, location, and size of the buildings or structures involved with the establishment of the special use will not impede, substantially hinder, or discourage the development and use of adjacent land and buildings in accord with the regulations of the zoning district within which they are located;

Finding**:** The Commission finds that the nature and size of the development will not impede or discourage the development or use of adjacent land. The single family land use is consistent with the R4 zoning district.

(5) Adequate utilities, access roads, drainage, and other necessary facilities have been or will be provided;

Finding: The Commission finds that adequate utilities, access roads, and drainage will be provided within the Plat of Subdivision.

(6) Parking areas of adequate size for the special use shall be properly located and suitably screened from adjoining residential uses, and the entrance and exit driveways to and from these parking areas shall be designed to prevent traffic hazards, eliminate nuisance, and minimize traffic congestion in the public streets;

Finding**:** The Commission finds that the planned Plat of Subdivision will have adequate land area to accommodate the single family use.

(7) The special use shall in all other respects conform to the applicable regulations of the zoning district in which it is located, except as such regulations may, in each instance, be modified as provided in this Chapter;

Finding**:** The Plan & Design Commission finds that the planned Plat of Subdivision conforms with the Chapter 150 Zoning Code and is requesting modifications to Chapter 151 Subdivision Code:

- Section 151.004(A)(1) – Lot shapes. Proposed lots will have greater than four sides.

(8) There is reasonable assurance that the special use will be completed and maintained as and if authorized; and

Finding**:** The Commission finds reasonable assurance that the Planned Development will be built and maintained as authorized.

(9) The special use shall comply with all applicable requirements set forth in this Chapter.

Finding: The Commission finds that the proposed planned development meets the requirements of the Zoning Code with acceptable modifications.

150.530(H)(3)(a): That the Planned Development conforms to the goals and objectives of the Master Plan, and to the standards and requirements of this Article, including, without limitation, Section 150.520 of this Article

Objectives of the Master Plan
Finding: The Commission finds the proposed development conforms to the goals and objectives of the Lakefront District Neighborhood Strategic Plan[1]. The project maintains larger lot sizes than required in the R4 and LFOZ.

Pursuant to Section 150.520 of the Code, the applicant for a Planned Development must demonstrate that the proposed Planned Development satisfies and incorporates, to the greatest extent practicable, the following site design standards:

(A) Protection of the Public Health, Safety, and Welfare. The uses and structures within the Planned Development shall be compatible with one another, in that they are designed, located, and proposed to be operated so that the public health, safety and welfare will be protected.

Finding**:** The Commission finds that the planned Plat of Subdivision is compliant with the single family density standards of the R4 Zoning District and LFOZ.

(B) Preservation of Environmentally Sensitive Areas.

(1) No development shall occur in any Environmentally Sensitive Area located on the subject property, except upon approval of a modification therefore, in accordance with Section 150.510(B) of this Article.

Finding**:** The Commission finds that the no portion of development is located in an Environmentally Sensitive Area. The property does have steep slope zone (ravine), but the applicant adequately buffers from these sensitive areas.

(2) Environmentally Sensitive Areas located on the subject property may be included as common open space within a Planned Development, upon either (a) identification of such areas on the plat of subdivision as a separate lot or lots, or (b) recordation by the applicant of a conservation easement or similar restriction that ensures the preservation of such areas, in perpetuity, from future development.

Finding**:** The Commission finds that there are Environmentally Sensitive Areas located on the subject property and the applicant is appropriately placing setbacks protecting these areas.

(C) Historic Resources. The Planned Development shall preserve all (1) locally designated landmarks, and (2) properties, structures, areas, objects, and landscapes determined to be historically significant by the Historic Preservation Commission in accordance with Chapters 24 or 170 of the Code.

Finding**:** The Commission finds the proposed Plat of Subdivision preserves the primary residential structure and outbuildings on the landmarked property.[2]

(D) Clustering New Development. The Planned Development shall preserve the structures, landscapes, scenic view sheds, and other natural and historic features of the subject property,

[1] Central District Plan (May 2001).
[2] The historic Cornelius Field House, Gardner's Cottage and Coach House.

through (i) clustering of lots or building pads, (ii) adaptive reuse of existing structures, and (iii) the protection of designated open space from development; provided, however, that clustering of development shall not be required upon a demonstration by the applicant, to the satisfaction of the Plan & Design Commission and the City Council, that there are no features on the subject property worthy of preservation, or that those features worthy of preservation will be more effectively preserved by not clustering development.

Finding**:** The Commission finds that the applicant is compliant with the zoning code setback requirements, providing enough space between houses and sensitive ravine areas.

(E) Location of Structures. All structures to be located within the Planned Development shall (1) be related harmoniously to the terrain and to existing structures in the vicinity of the subject property, and (2) have a visual relationship to existing nearby structures;

Finding: The Commission finds that the proposed Plat of Subdivision proposes no structures. The creation of a new lot is in harmony with the existing property within the vicinity.

(F) Environmental Quality and Responsible Design. The Planned Development shall be consistent with the City of Highland Park Environmental Policy and with the City of Highland Park Checklist for Environmentally Responsible Design and Construction. The applicant may demonstrate consistency with standards established for site design and building construction practices by referencing known sustainable development and green architecture rating systems.

Finding**:** The Commission finds that the planned development satisfies this standard.

(G) Preservation of Landscapes. The landscapes within the Planned Development shall be preserved in their natural states, insofar as practicable, by minimizing tree and soil removal. All proposed grade changes shall be consistent with the general appearance of neighboring developed areas.

Finding: The Commission finds that the planned development satisfies this standard.

(H) Schools, Parks, and Public Facilities. The Planned Development shall not impose an undue burden on parks, recreational areas, schools, or other public facilities that serve or are proposed to serve the Planned Development.

Finding: The Commission finds that no evidence was presented at the public hearings indicating a new single family home will impose an undue burden on parks, recreational areas, schools, or other public facilities.

(I) Relationship and Connection to Adjoining Land. The Planned Development shall not be designed as an enclave separate from adjacent properties, unless existing development patterns, natural features, and/or topographic conditions prevent vehicular or pedestrian access connections to adjacent properties. In order to achieve connectivity to adjoining land, all lots, streets, sidewalks and/or paths within a Planned Development shall be designed, to the extent practicable, to allow for the continuation of such existing or proposed features to adjoining areas. New streets, sidewalks, and/or paths located within a proposed Planned Development shall be constructed and installed to the boundaries of the proposed Planned Development if the City Council determines, in its sole discretion, that the proposed Planned Development adjoins land with the potential of being subdivided or re-subdivided.

Finding: The Commission finds that the planned development will incorporate an additional single family home into the neighborhood, which is in harmony with all surrounding uses.

(J) **Setbacks from the Periphery of the Planned Development. The required front, rear, and side yards along the periphery of the Planned Development shall be of a size not less than the greater of (1) the minimum front, rear, and side yard requirements of the underlying Zoning District in which the Planned Development is located, and (2) the minimum front, rear, and side yard requirements of the adjacent Zoning District.**

Finding: The Commission finds the planned development meets the setback requirements.

(K) **Functional and Mechanical Features. Exposed storage areas, trash containers, recycling container space, exposed machinery installations, service areas, truck loading areas, utility buildings and structures, and similar accessory areas and structures shall be (1) identified on the site plan required pursuant to Section 150.525(A)(9) of this Chapter, (2) incorporated into common areas of the development, (3) made as unobtrusive as possible, and (4) designed, landscaped, and screened in accordance with the requirements set forth in Article XXII of this Chapter and of Chapter 176 of the Code.**

Finding: The Commission finds this standard to be me as storage areas, trash containers, and related items will be located in the underground parking garage, with the exception to the HVAC mechanical units being located on the roof.

(L) **Distance Between Buildings. The minimum horizontal distance between any two new buildings to be located on the subject property, or between any new building and an existing building (including building appurtenances), shall be not less than 15 feet; provided, however, that this Section 150.520(L) shall not apply to buildings that (1) share a common wall, and (2) have individual entrances and exits.**

Finding: The Commission finds this standard is met as the any new proposed building will sit 20' away from the west property line, which is the closest existing building.

(M) **Surface Water Drainage. In accordance with the storm water management regulations set forth in Article XVIII of this Chapter, surface drainage systems serving the subject property shall be designed to prevent surface waters from adversely affecting neighboring properties or the public storm water drainage system. Surface water in all paved areas shall be collected at intervals so as to prevent obstruction of the flow of vehicular or pedestrian traffic. The design of the storm water management system shall enhance natural storm water storage areas such as high-quality aquatic resources and regulatory floodplains, and may incorporate natural storm water management techniques commonly referred to as low impact development techniques or best management practices**.

Finding: The Commission found that the planned development will be constructed in accordance with the storm water management regulations established in the Highland Park City Code.

(N) **Ingress to and egress from the Planned Development shall be designed to (1) promote safe vehicular movements, (2) minimize traffic congestion in the public streets outside the Planned Development, and (3) facilitate the free flow of vehicular and pedestrian traffic within the Planned Development.**

Finding: The Commission finds the proposed access is acceptable. No evidence was provided that one new single family home will have a significant impact to the existing street network along Central. The newly created lot will not have frontage along Park Ave, therefore, keeping existing conditions the same.

(O) Streets, Alleys, and Public Ways. The streets, alleys, and other public and private traffic thoroughfares located within the Planned Development shall conform to the applicable requirements set forth in Section 151.004 of the Subdivision Ordinance, as may be modified upon the recommendation of the Director of Public Works and the approval by the City Council. The City Council may, in its sole discretion, require that streets located within the Planned Development be stubbed in order to provide for future connections to adjacent developments.

Finding: The Commission finds that the planned development will not impact traffic along Park Ave as the newly created lot does not front Park Ave and the addition of one single family home along Central Ave will not have a significant impact to local traffic.

(P) Common Ownership or Control.

(1) During Development. During the development process and until such time that the development is turned over to an owners' association or equivalent entity, all common areas within buildings, common open space, landscaping, exterior maintenance areas, and all other exterior aspects of the development located within the proposed Planned Development shall be on a tract or tracts of land under common ownership or control.

Finding: The Commission finds this standard is not applicable. The proposal to do subdivide the lot and sell it off for a new single family home.

(2) Upon Completion of Development. The owners' association or equivalent entity, upon its establishment, shall be responsible for all obligations set forth in (a) the ordinance approving the Planned Development, adopted pursuant to Section 150.540(C) of this Article, (b) any associated development agreement pertinent to the Planned Development, and (c) the declaration of covenants, or similar recorded document, establishing the owners' association or equivalent entity.

Finding**:** The Commission finds this standard is not applicable. The proposal to do subdivide the lot and sell it off for a new single family home.

150.530(H)(3)(b): That the proposed Planned Development contains no more residential dwelling units than permitted pursuant to the subdivision sketch plan submitted in accordance with Section 150.525(A)(8) of this Article, as may be adjusted pursuant to Section 150.520(D) of this Article;

Finding: The Commission finds that the proposed development does not contain more residential dwelling units than permitted by Code.

150.530(H)(3)(c): That the Planned Development provides a public benefit, if required pursuant to Section 150.515 of this Article.

Finding: The Plan & Design Commission finds that the planned development requires no modifications to the regulations of Chapter 150. Pursuant to Section 150.515, the development does not have to provide a public benefit.

Sec. 151.009. - Variations and Exceptions. Variations from these regulations shall not be granted as a right. However, the Plan Commission may recommend and the City Council may grant variations from the regulations contained in this Subdivision Code in specific cases which do not affect the general plan or the spirit of the Subdivision Code. Such recommendations shall be communicated to the City Council in writing.

Findings: See below for comments of Section 151 Subdivision Code variation findings.

RECOMMENDATION:

The Plan and Design Commission recommends the requested variations be granted by the City Council, with the following conditions of approval as well as the standard conditions:

1. That there be a 30 ft. side yard setback and then a 25 ft. side yard setback towards the rear of the property, preservation of the gatepost, wrought iron fence, and heritage trees.

2. Any new structure on the proposed vacant lot cannot exceed the relative height of the Cornelius Field House or the underlying zoning requirements for height, whichever is more restrictive; and

3. Prohibit additional zoning relief related to the proposed vacant lot."

Standard Conditions:

A. The Applicant must secure the necessary approvals from all public utility companies, provide easement statements, and locate all existing easements on the Final Plat, prior to recordation;

B. The Applicant must secure the signatures of the City Engineer and the County Clerk on the Final Plat, prior to its recordation;

C. The Final Plat must include all certificates, signatures, and seals as required by Section 151.005(A)(12) of the City Code;

D. The Final Plat must identify monuments for all corners of the proposed lots; and

E. The Final Plat must be tied into the state plane coordinate system.

REQUESTED VARIATIONS:

The Applicant has requested a variation to Section 151.004(A)(1), which states thus:

"*Lot shapes. Every lot shall have four sides. Exceptions may be approved when the applicant*

demonstrates that a four-sided lot is not feasible because of peculiar topographical conditions, abutting lots of record or abutting parcels, or pre-existing buildings not owned directly or indirectly by the applicant. A lot of other than four sides will not be approved if it appears that such lot has been so formed solely to comply with the minimum area, depth and width requirements of the Zoning Ordinance. As nearly as practicable, intersecting lot lines shall form right angles with each other.

- The Applicant's proposal divides the property's land area more evenly, creating two lots with similar land area. Additionally, the property has ravine on it reducing the amount of buildable area.

FINDINGS OF FACT:

The Plan and Design Commission finds the requested variation in this specific case does not affect the general plan or the spirit of the Subdivision Code. The Plan and Design Commission documents the following facts of this specific case:

1. Approving the variation for more than 4-sides does not change the character or density of the neighborhood.

STANDARDS FOR A SUBDIVISION VARIATION AND EXCEPTION:

Sec. 151.009. - Variations and Exceptions.

"Variations from these regulations shall not be granted as a right. However, the Plan Commission may recommend and the City Council may grant variations from the regulations contained in this Subdivision Code in specific cases which do not affect the general plan or the spirit of the Subdivision Code. Such recommendations shall be communicated to the City Council in writing."

Sec. 151.002. – Intent and Purpose.

"These regulations are intended to serve the following purposes:"

A. "To assist in the carrying out and implementation of the Master Plan of the City of Highland Park."

B. "To set forth rules and regulations for the division and consolidation of real property."

C. "To provide for the proper location and/or width of streets and alleys, buildable areas, open spaces, utilities and drainage easements, and public use facilities and areas."

D. "To protect neighborhood character and to provide quality neighborhoods by requiring minimum lot widths, depths, and areas."

E. "To provide minimum standards for public improvements and provision for modernizing infrastructure, including water, sanitary sewer lines, and drainage."

F. "To provide for and secure the actual construction of public improvements."

G. *"To discourage residential "enclaves" which tend to divide neighborhoods and which*

restrict reasonable access to adjacent land which is likely to be subdivided or resubdivided in the future."

January 6, 2025

City of Highland Park Plan and Design Commission,
Highland Park City Hall, 1707 St Johns Avenue

Re: Opposition to Proposed Subdivision of 147 Central Avenue

Dear Planning Commission/City Council Members:

I am writing to express strong opposition to the proposed subdivision of the historic property at 147 Central Ave., located directly across from my residence at 126 Central Ave. While I appreciate efforts to preserve the existing historic structure, the proposed subdivision raises serious concerns regarding historic character, environmental protection, and community impact.

Historic Preservation Concerns

The property's significance extends beyond the house itself to include its original lot size and landscape setting. Subdividing this parcel fundamentally alters the historic context that gives the property meaning. Preserving the building while destroying its historic spatial relationship to the surrounding landscape is preservation in name only.

Environmental Impact

The proposed development poses substantial environmental risks:

- **Tree Loss**: The removal of mature trees eliminates critical canopy cover, increases stormwater runoff, and diminishes habitat for wildlife
- **Ravine Stability**: Construction adjacent to a ravine creates erosion risks and threatens this sensitive natural feature
- **Park Adjacency**: Development at this scale compromises the buffer between residential areas and public parkland

The environmental character of this area, its mature trees and natural topography, is precisely what makes this neighborhood livable and ecologically valuable.

Inadequate Public Notice

Residents received minimal notice of this proposal, denying the community meaningful opportunity to respond to a development that significantly impacts our neighborhood's character.

Request for Action

I respectfully urge you to deny this subdivision application. If the Commission is inclined to approve any development, I request:

1. Restrictions on tree removal with mandatory replacement ratios
2. Strict setback requirements to protect the ravine
3. Height and mass limitations for any new construction
4. Extended public comment period given the inadequate initial notice

This area's historic and environmental character deserves protection, not compromise.

Sincerely,

Kelsey Gonzalez
126 Central Avenue
[redacted]

Wendy Binstock Rush
116 Central Ave.
Highland Park, IL 60035
[redacted]
January 6, 2026

Dear Members of the Plan and Design Commission,

I am writing to express my concerns regarding the proposed plan to split the lot located at 147 Central Ave. Highland Park, IL 60035 into two parcels for the construction of two houses. While I understand the need for housing development in our community, I believe this particular proposal poses several issues that warrant careful consideration.

1. Impact on Neighborhood Character
The proposed development threatens the character and aesthetics of our neighborhood. Our community is known for its spacious lots and green spaces, which contribute to the overall quality of life for residents. Introducing two houses on a single lot would significantly alter the visual landscape and could lead to further requests for similar developments, ultimately changing the neighborhood's character.
When I chose to live in this area, it was for the quaint, quiet charm that Highland Park is known for. It is important to retain the historical nature of our neighborhood. We have seen historic artifacts, like the bridge, torn down, and we must not let further developments erode our community's heritage. In fact, the existing house at 147 Central Ave has historical significance, reportedly built around 1870 by the second mayor of Highland Park. Even keeping the existing house, adding a second house on this lot changes the history of the neighborhood.

2. Infrastructure Strain
The existing infrastructure, including roads, utilities, and public services, could potentially be strained with the increased demand that additional households would create. This could lead to issues such as traffic, limited parking, and strain on local services, which could negatively affect the quality of life for current residents.

3. Environmental Concerns
The lot in question contains mature trees and natural habitats that could be disrupted by new construction. Preserving these areas is essential not only for local wildlife but also for maintaining the ecological balance in our community. The potential loss of green space could contribute to increased flooding and air quality issues, further impacting residents' health and well-being.

4. Community Input and Transparency
I urge the council to consider the importance of community input in this matter. Many residents may not be aware of the proposed changes, and it is crucial to engage the community in discussions about potential developments that may affect their homes and lives.

In light of these concerns, I respectfully request that the council reconsider the proposal to split the lot into two parcels. I believe that it is vital to prioritize the interests of current residents and the preservation of our community's character and environment.

Thank you for your attention to this matter. I look forward to the opportunity for further discussion and am hopeful that the council will take these concerns into account.

Sincerely,

Wendy Binstock Rush
Trustee, Wendy Binstock Revocable Trust
[redacted]

STATEMENT FOR THE RECORD

PDC Meeting | 147 Central Avenue | April 21, 2026

PUD#2025-00081

My name is Kelsey Gonzalez. I will be brief.

If you read only tonight's staff drafted findings, you missed three things that matter before any vote is taken.

One. The HPC recommended denial of this subdivision, unanimously, finding that the open space and estate setting are themselves historic resources, and that any construction on Lot B will *"fundamentally diminish the estate's setting."* Staff's draft finding on Historic Resources says only that the subdivision "preserves the primary residential structure." That is not what the HPC found. Those are not the same thing. A finding that ignores what the HPC unanimously determined is a gap in the record, not a resolution of it.

Two. Staff's finding on landscape preservation states in its entirety that the development *"satisfies this standard."* No analysis. No mention of the City Forester's documented warnings about tree mortality and erosion from construction at this ravine edge for such a large development. The City's own Forester raised those concerns in a January meeting. They are in the record. They are not in the draft findings.

Three. The token $2,500 public benefit offering from the applicant has quietly disappeared. Staff now finds no public benefit is required at all. This commission is being asked to permanently subdivide Highland Park's oldest landmarked estate, over unanimous HPC opposition, with nothing offered to the public in return. Not even a token gesture.

The HPC gave you the answer. What it also did, by leaving the door open to setback conditions, is hand this commission a procedural fig leaf. I want to name that directly, on the record.

You cannot make an inappropriate action appropriate by measuring it more carefully.
No setback condition, no COA requirement, no technical amendment changes what is actually happening here: the permanent subdivision of a 150 year old landmarked estate that the HPC unanimously voted in a 7-0 legally binding decision, should not be subdivided, with the City Forester's environmental warnings absent from the findings, and no public benefit of any kind on the table.

That is the record being built tonight. Not the setback numbers. Not the driveway location. The record that this commission overrode the City’s own preservation

process, with incomplete findings, omitted evidence, and no public benefit, at the permanent expense of one Highland Park's oldest and most recognizable landmarks and the community that depends on what it represents.

Highland Park sells itself, its property values, its $2 million condos, its premium real estate market, on the story of what this community is. Historic estates. Ravines. Character that cannot be manufactured or replaced. **You cannot keep selling the story while approving the destruction of what makes it true.**

Long after tonight's proceedings are forgotten, Highland Park will be telling the story of this vote. Either: *"When they came for the oldest estate in town, after the Central Avenue bridge was already gone, after the HPC voted unanimously to protect the whole estate, after the Forester warned about the ravine, the people in that room held the line."*
Or the other story. The one where 150 years of survival ended because an owner had trouble selling at a premium after one year, and the people in that room decided incomplete findings and no public benefit were good enough.

That story will outlast every one of you. Tonight you choose which one gets told.

You can build anywhere. You can only destroy this once. And everyone in this room will be remembered for which one you chose tonight.

Vote no. Unambiguously. Without conditions that invite the subdivision through the back door.

Kelsey Gonzalez | 126 Central Avenue, HP| Submitted for the official record | April 21, 2026

[EXTERNAL EMAIL]

My name is Barbara Lansing and I strongly oppose the subdivision 147 Central Ave. I have lived NEXT DOOR at 175 Central Ave for over 34 years!

They tried to subdivide this property previously and it was voted down.

This has already been decided. Why can it be opposed again? The city landmarked the entire property in 1985. The Cornelius Field House has been a 4.1-acre estate since 1875. If you allow this to be challenged then all historic properties can be challenged and the unique market asset of Highland Park will be gone!

Subdividing this property will diminish the value and appeal of the Central East properties. It destroys the character that we have tried so hard to maintain and protect.

The facts are straightforward. The Cornelius Field House, built in 1875 by Highland Park's second mayor, is the oldest home in the city. It has been landmarked since 1985, intact on its original 4.1 acres for 150 years, and is a contributing property to a federally listed National Register Historic District. In 2019, the Federal Highway Administration formally committed to protecting this specific property from adverse effects.

The developer's argument is that the resulting lots would still exceed minimum size requirements. That is true. It is also true that a developer could knock down a Frank Lloyd Wright house and build something code-compliant. Meeting a minimum is not the same as protecting what makes a place valuable.

Buyers pay Highland Park prices because of exactly properties like this one. You will destroy the value of my property if you do agree to this. Once the lot is subdivided you will have destroyed the character of 150 year old tradition that makes Highland Park historical!!!!!

PLEASE vote NO!!!!

Barbara & David Lansing
175 Central Ave

Burhop, Karl

Subject: FW: Subject: May 5 PDC Vote: Protect Highland Park's Market Value, Deny 147 Central Subdivision

From: Julie Ehrlich < >
Sent: Monday, May 4, 2026 4:17 PM
To: Neukirch, Ghida <gneukirch@cityhpil.com>
Subject: Subject: May 5 PDC Vote: Protect Highland Park's Market Value, Deny 147 Central Subdivision

[EXTERNAL EMAIL]

Dear Ghida,

Please share and forward today to PCD and City Council and Karl Burhop and Joel Fontaine.

Highland Park's reputation as a premier North Shore community rests on one thing competitors cannot replicate: authentic historic character. Subdividing 147 Central Avenue chips away at that foundation.

PDC should take into account the following facts:

One. The Cornelius Field House is the oldest home in Highland Park, built in 1875 by the city's second mayor, landmarked since 1985, and federally recognized as a contributing property to a National Register Historic District.

Two. The Historic Preservation Commission voted 6-0 in January that subdivision would significantly damage the property's historic significance, and found that the estate's original gateposts, iron fencing, and carriageway on the proposed new lot independently qualify for landmark protection.

Three. If this subdivision is approved, every landmark property owner in Highland Park with a large lot now has a roadmap to subdivide. The precedent affects 76 local landmarks and 163 National Register contributing properties.

Please vote no to setting a harmful precedent. Protecting this property protects Highland Park's brand. My husband and I moved to Highland Park mainly because of the truly astonishing variety of historic architecture. The city has a responsibility to protect the treasure trove of designated historic buildings.

Thank you,
Julie Ehrlich
196 Central Avenue
Highland Park IL 60035

[EXTERNAL EMAIL]

Dear Ms. Neukirch,

Please share and forward today to PCD and City Council and Karl Burhop and Joel Fontaine

I am a Highland Park resident writing in opposition to the subdivision of 147 Central Avenue.
Highland Park's historic estate character is not sentimental. It is a market asset. It is why buyers choose Highland Park over Northbrook, over Deerfield, over any number of communities with newer homes and lower price points. The intact estates of the Central East area are a core part of what makes Highland Park command the prices it does.

The Cornelius Field House has been a 4.1-acre estate since 1875. The city landmarked the entire property in 1985. The Historic Preservation Commission voted 6-0 in January 2026 that subdivision would significantly damage its historic significance. The federal government required this specific property be protected from adverse effects as recently as 2019 and the Highland Park has continually promoted it as an important landmarked and Nationally eligible historic property.

Subdividing it to build a 15,000 sq. ft. second house does not add value to Highland Park. It signals to the market that our most protected historic properties are negotiable. That signal has consequences for every estate property in the city, regardless of acreage. It sets a bad precedent.

Please vote to deny this subdivision on May 5. The oldest house in Highland Park, on its original lot, is worth far more to our community wholly intact, as it was originally landmarked.

Sincerely,
Lynn Froy
296 Prospect Ave.
Highland Park, Illinois 60035

Sent from my iPhone

Burhop, Karl

Subject: FW: PDC May 5 Hearing: 147 Central Avenue Subdivision Undermines Highland Park's Competitive Advantage

-----Original Message-----
From: Roberta Mocogni < >
Sent: Tuesday, May 5, 2026 11:58 AM
To: Neukirch, Ghida <gneukirch@cityhpil.com>
Subject: PDC May 5 Hearing: 147 Central Avenue Subdivision Undermines Highland Park's Competitive Advantage

[EXTERNAL EMAIL]

Dear Ms. Neukirch,

Please share and forward today to PCD and City Council and Karl Burhop and Joel Fontaine.

Highland Park competes for residents and investment against dozens of North Shore communities. What differentiates this city is its preserved historic fabric, intact estate properties, and the credibility of its landmark protections. Subdividing 147 Central Avenuedamages all three.

The facts are straightforward. The Cornelius Field House, built in 1875 by Highland Park's second mayor, is the oldest home in the city. It has been landmarked since 1985, intact on its original 4.1 acres for 150 years, and is a contributing property to a federally listed National Register Historic District. In 2019, the Federal Highway Administration formally committed to protecting this specific property from adverse effects.

The Historic Preservation Commission voted unanimously that the subdivision would significantly harm the property's historic significance. The Commission identified the historic gateposts, original wrought-iron fencing, the carriageway driveway, and the estate setting on the proposed new lot as independently satisfying landmark criteria. Staff's own January memo concluded the entire 4.1-acre parcel is a "Regulated Historic Structure in its entirety."

The applicant's attorney is now arguing that only the building and parts of the estate like fenceposts, not the land, was ever protected. That argument requires the Commission to disregard its own January findings, forty years of city practice, and staff's own written conclusions.

The PDC should decline to do so. Granting this subdivision tells every potential buyer, investor, and business considering Highland Park that landmark designation is negotiable when an owner finds the property inconvenient to sell. That precedent costs the city far more than one subdivision gains.

Please vote to deny on May 5.

Respectfully,
Roberta Mocogni
330 Temple Ave
Highland park IL

Burhop, Karl

Subject: FW: Cornelius Field House

From: Danny Kahn < >
Sent: Monday, May 4, 2026 2:15 PM
To: Neukirch, Ghida <gneukirch@cityhpil.com>
Subject: Cornelius Field House

[EXTERNAL EMAIL]

Dear Ghida:

As you may know, I've been active in HP Historic Preservation for many years and presided over the landmarking of 405 Sheridan – which process was affirmed *unanimously* by Highland Park's City Council. That bold preservation effort resulted in retaining one of the North Shore's last remaining grand estates.
I am concerned and disappointed by Highland Park's degrading commitment to continuing that effort. Many historic homes continue to be lost to redevelopment.

Regarding the Cornelius Field House, I understand it is HP's oldest house and was landmarked in 1985. It is also part of a National Register Historic District. I firmly believe that the House should be retained in perpetuity and am aware that HPC considered the request and decided that both the House and the Property were historic and significant and thus should be preserved as such. *I* would also like to see both the House and the original, also historic, *and also legally landmarked* Property maintained in its current size. It contributes significantly to the nature of the house, both by its size, and the outbuildings it contains.

It was never the intent of any of the elements of Highland Park's Historic Preservation ordinance to impose undue burdens on a fellow Highland Park resident and property owner. However, there is nothing in the Landmarking Ordinance that permits an owner of a Landmarked property to drop the landmarking if they can't sell the Property at the price they want to sell it. At the "right" price, everything will sell! That said, the Property has been on the market for a long time and does not seem to be able to attract any buyers. While the asking price is prima facia higher than the market will bear for that specific house, it is not a totally unreasonable price for a property that size.

When we embarked on the project to save 405 Sheridan, HPC decided that although both the Howard Van Doren Shaw house and the Jens Jensen landscaping were historically significant and HPC passionately sought to retain both. However, our consensus was that if we had to bend, we were prepared to lose the house in order to retain the landscape. This would have involved restricting the size, position, and number of residences that would have been allowed on the Property but still would have allowed the main house to be demolished, and the historic Property subdivided. In the end, we were fortunate that a single buyer came forward to buy the entire property and restore both the house and the Landscaping to their historic glory.

In the case of the Cornelius Field Property, I support letting the subdivision go forward but let it happen in a way that will ensure the survival of the House, and some contextual Landscaping. It should be noted that merely subdividing the Property does not remove the Landmarking from the Property. The newly created buildable lot will still be Landmarked. Thus, the design of a new structure on it would fall under the purview of Historic Preservation. Our Ordinance still has specific criteria as to how additions and modifications may be made to Landmarked houses, and these can include large and significant additions. Allowing HPC to assist a new owner in shaping what is built so as not to decimate the feel of the original Property would facilitate a reasonable compromise. And the high value of the Lakefront lot will allow the less desirable parcel containing the house (which I understand needs massive restoration) to be sold at a price level that *will* attract a buyer.

Please do not allow a subdivision that doesn't retain the Landmark status of the new lot and ensure that whatever is built there doesn't violate the spirit of what Mr. Field initially created. Please do NOT continue to dilute Highland Park's tradition of commitment to historic Preservation.

Sincerely,

Daniel Kahn
Lifelong resident of Highland Park, and former chair of HPC

[EXTERNAL EMAIL]

Dear Ms. Neukirch,

Please share and forward today to PCD and City Council and Karl Burhop and Joel Fontaine.

I'm writing in opposition to the subdivision of 147 Central Avenue. I live in Deerfield but spend a lot of time in Highland Park and really love the architecture.

Please share and forward today to PCD and City Council and Karl Burhop and Joel Fontaine.
I am asking the PDC to deny the proposed subdivision at the May 5 hearing.
Here is the case in plain terms. Cornelius Field built this house in 1875, six years after Highland Park was incorporated. He was the town's second mayor and helped design the community's early development. His 4.1-acre estate has never been divided. The city landmarked it in 1985. The Historic Preservation Commission voted 6-0 this past January that splitting it would cause significant historic damage. Federal agencies required it be protected as recently as 2019.

The developer's argument is that the resulting lots would still exceed minimum size requirements. That is true. It is also true that a developer could knock down a Frank Lloyd Wright house and build something code-compliant. Meeting a minimum is not the same as protecting what makes a place valuable.

Buyers pay Highland Park prices because of exactly this kind of property. Once the lot is divided and a second house is built, that is permanent. There is no restoring a 150-year-old estate configuration once it is gone.

I hope you will vote no.

Thank you,

Melinda Strauss
1745 Portage Pass
Deerfield, IL 60015

Burhop, Karl

Subject: FW: Cornelius Field House, 2
Attachments: Library Document Station.pdf

From:
Sent: Monday, May 4, 2026 3:42 PM
To: Neukirch, Ghida <gneukirch@cityhpil.com>
Cc: Julie Ehrlich < >
Subject: Fw: Cornelius Field House, 2

[EXTERNAL EMAIL]

HI,
Note that the Cornelius Field House is connected to the oldest house in Chicago, The Clarke House..."now still standing"....!!!!
A BIG DEAL.
Mary



1 147 Central Avenue

Highland Park Building Company director Cornelius Field built this house for himself. The mixture of design elements suggests it was built in two sections. Photographs show it had attained its present size by 1896. During the 1880's it served as a boy's school but in 1899 it was purchased by Henry B. Clarke, whose grandparents built the oldest house now standing in Chicago. It has been a private residence ever since.



2 326 Central Avenue

This Italianate house built in 1871 is now the headquarters of the Highland Park Historical Society. It was donated to the Society during Highland Park's Centennial in 1969 by Jean Butz James, in whose honor the Society Museum is named. Fabricated of native bricks made in Highland Park brickyards, it is one of the speculative houses built by the Highland Park Building Company during the period.

Included on the property is the Walt Durbahn Tool Museum, named for the Highland Park High School Industrial Arts teacher who left the Society his fine collection of tools.

Hoffmann, Patrick

From: Lisa Temkin
Sent: Monday, May 25, 2026 7:45 PM
To: Lidawer, Annette <alidawer@cityhpil.com>; Tapia, Andres <atapia@cityhpil.com>; Ross, Yumi <yross@cityhpil.com>
Cc: Neukirch, Ghida <gneukirch@cityhpil.com>
Subject: Cornelius Field Estate

Council members Lidawer, Tapia and Ross,

There aren't many remaining large estates in Highland Park, but the City was firm in its support when a similar issue arose with the A.G. Becker estate in 2007. Now almost 20 years later you, as council members, will decide the fate of the Field estate.

As you all likely know, I served 8 years (2 terms) on the HPC. I was on the HPC when Gail Rothner applied for a COA to make changes to her landmarked property. In fact, the HPC approved two COA's for Ms. Rothner to make changes that we felt didn't drastically alter the house or property. Ms. Rothner loved her home and was passionate about making appropriate changes to make the house and property livable while maintaining its significance. She was an incredible steward and cared about protecting this important community resource. When the George Millard property (FLW design, 1 of 3 in HP) was threatened, Ms. Rothner stepped in and purchased the house, renovated it and then donated the property. She was a true supporter of preservation. As the children of Ms. Rothner are in favor of the subdivision, it's extremely disappointing that they don't share their mother's value for preserving historic resources.

One of the tasks of the HPC should be to help homeowners strategize when they're ready to sell their historic property. The Field property was listed for sale on a mainstream real estate site for over $5m. It was obvious to anyone that this was a very special property and a realtor should've suggested listing the property on websites that specialize in historic properties—there are several and I recently provided some of the sites to Planner Markle. There's a very good chance that the property would've sold if it had been marketed properly. The NYT has estates listed for sale, as does Landmarks Illinois, just to name two. It doesn't appear that the owners or realtor made any good faith attempt to find a new steward. Instead, they went to the default option and path of least resistance. A conversation with the director of Community Development in Lake Forest by the Rothner family and an appropriate agent would've likely provided valuable insight since Lake Forest has dealt with this very same issue for decades.What kind of precedent does this send to other owners whose properties are locally landmarked? Highland Park seems to have given up on the historic resources that enrich our entire community.

The HPC has voted against the proposed changes to the property and they are correct that the entire property, subdivided or not, remains landmarked. What's the point of having the HPC if their decisions are neglected and then overturned, as has happened in the past? The Commission is made up of "experts" that Mayor Rotering herself appointed. Shouldn't the HPC, who has reviewed the property and discussed the issues and standards for subdivision of a locally landmarked property, be supported on their decision?

Not every old house is considered historic and worthy of preservation, but if not this property, what IS worth protecting? If the subdivision does move forward, the developer should be required to have the HPC review the plans since that's what is required in the standards. I hope you'll advocate to maintain the Cornelius Field Estate as it is and has been for over 100 years.

Regards,

Lisa
Lisa Temkin, MS

Hoffmann, Patrick

Subject: RE: Letter of Support - 147 Central Avenue

From: Paul Fishbein
Sent: Sunday, May 31, 2026 4:46 PM
To: Neukirch, Ghida <gneukirch@cityhpil.com>; Rotering, Nancy <nrotering@cityhpil.com>; Blumberg, Tony <ablumberg@cityhpil.com>; Meckler Bruckman, Barisa <bbruckman@cityhpil.com>; Center, Jon <jcenter@cityhpil.com>; Lidawer, Annette <alidawer@cityhpil.com>; Ross, Yumi <yross@cityhpil.com>; Tapia, Andres <atapia@cityhpil.com>
Subject: Letter of Support - 147 Central Avenue

[EXTERNAL EMAIL]

Dear Mayor and City Council Members,

RE: Letter of Support for the Proposed Planned Development and Plat of Re-Subdivision – 147 Central Avenue

I am writing to formally express my strong support for the proposed subdivision of the landmark property located at 147 Central Avenue into two independent legal lots.

While we must remain deeply respectful of Highland Park's rich architectural heritage, a meticulous review of the project parameters reveals that this specific subdivision can be executed seamlessly without diminishing the historic integrity or legal landmark status of the original Cornelius Field estate.

The argument that this subdivision preserves the historic nature of the property is rooted in three distinct, legally enforceable safeguards:

1. Absolute Preservation of the Landmark Status & Protective Oversight

A common misconception is that dividing a parcel inherently dilutes its historical standing. However, under City Code, the subdivision of this property into Lot 1 and Lot 2 **does not alter or remove its landmark designation**. Both parcels will remain fully regulated under Chapter 24 of the City's Historic Preservation Code.

This means the Historic Preservation Commission (HPC) retains total regulatory oversight. Any future "Regulated Activity"—including the construction of a new home on the vacant lot—is legally mandated to secure a Certificate of Appropriateness (COA) from the HPC. The HPC will judge any design against strict historic standards, guaranteeing that a future structure will architecturally complement, rather than detract from, the existing environment. Furthermore, per Section $150.545(A)(1)(c)$, any future home will require a formal amendment to the Planned Development, preventing any unvetted or unchecked expansion.

2. Integration of Robust, Restrictive Design Parameters

The Plan and Design Commission (PDC) has already established highly restrictive, protective guidelines in its 3-2 vote to recommend approval. These conditions directly mitigate the concerns raised regarding site density and visual impact:

- **Strict Height Restrictions:** Any future structure built on the vacant lot is strictly prohibited from exceeding the relative height of the historic Cornelius Field House.
- **Generous Setbacks:** The inclusion of mandatory 30-foot and 25-foot side yard setbacks ensures an appropriate physical buffer, maintaining visual breathing room between properties.
- **No Future Relief:** The structure explicitly prohibits any additional zoning relief, ensuring the development remains strictly within the bounds of what the city deems appropriate for this zone.

3. Protection of Key Visual Elements & Environmental Synergy

The historical charm of 147 Central Avenue is heavily dictated by its streetscape presence—specifically the historic gateposts, the wrought-iron fence, and the sweeping heritage trees. The applicant has actively cooperated with preservation preferences, offering to fully preserve the historic gateposts. The PDC's approved motion explicitly mandates the **preservation of the gateposts, wrought-iron fence, and heritage trees** as non-negotiable conditions of approval.

Conclusion

This proposal represents a thoughtful compromise between private property rights and historical stewardship. Because the underlying zoning density and lot width requirements are fully compliant with the Low Density Flood Plain Overlay Zone (LFOZ) requirements, this is not a request to overcrowd a parcel, but rather an effort to utilize tableland in a way that respects the land’s natural borders.

With the city's historic preservation ordinances remaining fully active over both resulting lots, the historic nature of the Cornelius Field Property is legally firewalled. I urge the City Council to adopt the Plan and Design Commission’s recommendation and approve this Planned Development.

Sincerely,

Paul Fishbein

Think Green before printing this email. Nothing in this e-mail or any attachment constitutes a contract.

Dear Nancy

We are writing to express our strong opposition to the proposed Special Use Permit for the Final Planned Development and Plat of Re-Subdivision at 147 Central Avenue, which is scheduled for consideration by the City Council on June 29.

Unfortunately, we will be out of town for the Fourth of July holiday period and therefore unable to attend the meeting. We nevertheless wanted to share our views for your consideration before the vote.

We have been a residents of Highland Park for more than 50 years and have lived for the past 32 years at 101 Belle Avenue, within one of the City's historic preservation districts. Our principal concern is that approval of this application would establish a troubling precedent that could encourage similar requests involving landmarked properties and properties located within historic preservation districts throughout Highland Park.

As we understand the proposal, the applicant seeks to subdivide the property and construct a new residence adjacent to the existing landmarked home. While the Planning and Design Commission recommended approval, the Historic Preservation Commission opposed the proposal. We agree with the Historic Preservation Commission's conclusion that the proposed development would "irreversibly alter the property's historic setting."

Historic preservation districts exist to protect the architectural integrity, character, and historic context of significant properties. Once exceptions are granted that undermine those protections, it becomes increasingly difficult to deny similar requests in the future. The cumulative effect of such decisions could gradually erode the very purpose of Highland Park's preservation ordinances and the protections they were intended to provide.

For these reasons, we respectfully urge the City Council to deny the proposed Planned Unit Development and re-subdivision request. Doing so will preserve the integrity of the City's historic preservation program and avoid setting a precedent that may have lasting consequences for landmarked properties and historic districts throughout Highland Park.

Kindly reply to this email so we know you received same.

Thank you for your time, consideration, and service to our community.

Respectfully,

Jim Terman

Wendy Coleman
101 Belle Avenue
Highland Park, IL

Opposition to the subdivision of 147 Central

1: My wife and I reside at 100 Belle Avenue, and we have been resident at the address for over 30 years. Our street is within the Belle Avenue Historic District, and we have enjoyed the benefits that has come with that designation. Moreover, the community has enjoyed the opened expanse and lake view from three of the 11 homes in the Belle Avenue Historic District.

2: We have reviewed the various materials presented to the City Council, and we have strong opposition to the subdivision of the property at 147 Central, which would effectively destroy its significant landmark status.

3: Highland Park's Historic Preservation Commission (the Commission) has appropriately found the criteria for historic preservation with respect to this property has been met. The City Council should follow its recommendation.

4: 147 Central is known as the Field House and is a substantial property situated adjacent to a ravine, encompassing more than four acres of land. It was the home of Highland Park's second mayor, Cornelius Field, and is believed to be the oldest residence in Highland Park. In addition to being mayor, Cornelius Field was a director of the Highland Park Building Company, and he built this home for himself in 1875. In 1985 the home, along with several other properties, received its landmark designation. The property is recognized as a historic property by the National Register of historic homes.

5: The Commission recommended denial of the proposed subdivision on the basis that the proposed plan will irreversibly alter the property's historic site setting. The Commission further emphasizes that the open space on the property contributes to the estate setting of the Cornelius Field Property and is an integral part of the historic significance of the property. Moreover, dividing the property would create more density and detract from the property's historic significance. We agree with these finding.

6: The Commission found the estate setting embodies the Victorian landscape style and is identifiable as the work of a notable designer-Cornelius Field. The Commisssion also determined the estate setting is an established visual feature of the property. The Commission found the setting retains suficient integrity of location and design and that the open space on the property contributes to the estate setting and is integral part of this historic resource worth preserving. The proposed subdivision will increase the density of the property and will fundamentally diminish the estate's setting.

7: Granting this request would set a very bad precedent for other historic districts and properties. The Commission has appropriately found the criteria for historic preservation with respect to this property has been met. The members of the City Council should follow its recommendation.

Carol and Terry Moritz

100 Belle Ave. Highland Park, IL 60035

Dear Nancy

We are writing to express our strong opposition to the proposed Special Use Permit for the Final Planned Development and Plat of Re-Subdivision at 147 Central Avenue, which is scheduled for consideration by the City Council on June 29.

Unfortunately, we will be out of town for the Fourth of July holiday period and therefore unable to attend the meeting. We nevertheless wanted to share our views for your consideration before the vote.

We have been a residents of Highland Park for more than 50 years and have lived for the past 32 years at 101 Belle Avenue, within one of the City's historic preservation districts. Our principal concern is that approval of this application would establish a troubling precedent that could encourage similar requests involving landmarked properties and properties located within historic preservation districts throughout Highland Park.

As we understand the proposal, the applicant seeks to subdivide the property and construct a new residence adjacent to the existing landmarked home. While the Planning and Design Commission recommended approval, the Historic Preservation Commission opposed the proposal. We agree with the Historic Preservation Commission's conclusion that the proposed development would "irreversibly alter the property's historic setting."

Historic preservation districts exist to protect the architectural integrity, character, and historic context of significant properties. Once exceptions are granted that undermine those protections, it becomes increasingly difficult to deny similar requests in the future. The cumulative effect of such decisions could gradually erode the very purpose of Highland Park's preservation ordinances and the protections they were intended to provide.

For these reasons, we respectfully urge the City Council to deny the proposed Planned Unit Development and re-subdivision request. Doing so will preserve the integrity of the City's historic preservation program and avoid setting a precedent that may have lasting consequences for landmarked properties and historic districts throughout Highland Park.

Kindly reply to this email so we know you received same.

Thank you for your time, consideration, and service to our community.

Respectfully,

Jim Terman

Wendy Coleman
101 Belle Avenue
Highland Park, IL

From:	Barbara Lansingoil
To:	Neukirch, Ghida
Cc:	Mayor and City Council; Fontane, Joel; Burhop, Karl; Hoffmann, Patrick; Elrod, Steve
Subject:	Re: 147 Central - update to public record
Date:	Sunday, June 28, 2026 8:03:18 PM

[EXTERNAL EMAIL]

From: Barbara Lansingoil
[redacted]
Date: June 28, 2026 at 1:19:20 PM CDT
To: andres.t.tapia@gmail.com
Subject: 147 Central

To whom it may concern,
I think there has been a HUGE misunderstanding about the construction and sale of 147 Central.
I was misinformed that the ENTIRE property was to be demolished which I have come to learn is inaccurate.
I have NO issue with the property being subdivided and the original structure being maintained as historical preservation. I have no issue with The Brint family building their new home (8,000 sq ft) as such per the plans they shared set back on the property. This has been unclear to many including me.
Please replace my previous letter with this one.
I apologize for any confusion this has caused.
Please feel free to reach out to me for any further

thoughts or comments.

Barbara Lansing
175 Central Ave
Highland Park

Sent from my iPhone

From: Neukirch, Ghida
To: Denise Bass
Cc: Mayor and City Council; Fontane, Joel; Burhop, Karl; Hoffmann, Patrick
Subject: RE: 147 Central
Date: Sunday, June 28, 2026 5:11:49 PM

-----Original Message-----
From: Denise Bass
Sent: Sunday, June 28, 2026 5:07 PM
To: Neukirch, Ghida <gneukirch@cityhpil.com>
Subject: 147 Central

[EXTERNAL EMAIL]

My name is Denise Bass and I live at 2737 Port Clinton Road in Highland Park. Please do not allow subdivision of the landmarked property 147 Central Avenue.

Thank you,
Denise Bass

Sent from my iPhone

From: Neukirch, Ghida
To: Barbara Klinner
Cc: Mayor and City Council; Fontane, Joel; Burhop, Karl; Hoffmann, Patrick
Subject: RE: Case PUD-2025-00081 — I oppose the 147 Central subdivision
Date: Sunday, June 28, 2026 4:34:36 PM

-----Original Message-----
From: Barbara Klinner
Sent: Sunday, June 28, 2026 4:30 PM
To: Neukirch, Ghida <gneukirch@cityhpil.com>
Subject: Case PUD-2025-00081 — I oppose the 147 Central subdivision

[EXTERNAL EMAIL]

I oppose 147 Central subdivision.
Barb Klinner
2812 Idlewood Lane
Highland Park, IL
60035
Sent from my iPhone

From: Neukirch, Ghida
To: Dayle Kozlowski
Cc: Mayor and City Council; Fontane, Joel; Burhop, Karl; Hoffmann, Patrick
Subject: RE: Case PUD-2025-00081 — I oppose the 147 Central subdivision
Date: Monday, June 29, 2026 7:59:49 AM

-----Original Message-----
From: Dayle Kozlowski
Sent: Monday, June 29, 2026 6:29 AM
To: Neukirch, Ghida <gneukirch@cityhpil.com>
Subject: Case PUD-2025-00081 — I oppose the 147 Central subdivision

[EXTERNAL EMAIL]

My name is Dayle Kozlowski and I live at 991 Half Day Road in Highland Park. I want to let you know I oppose the 147 Central subdivision. Please do not allow this to happen.
Thank you
Dayle Kozlowski

Have a happy day. Be kind. Be safe.

From:	Neukirch, Ghida
To:	Erin O"Shea
Cc:	Mayor and City Council; Fontane, Joel; Burhop, Karl; Hoffmann, Patrick
Subject:	RE: Case PUD-2025-00081 — I oppose the 147 Central subdivision
Date:	Sunday, June 28, 2026 4:27:41 PM
Attachments:	image001.png image002.png image004.png image006.png image007.png

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From: Erin O'Shea
Sent: Sunday, June 28, 2026 3:28 PM
To: Neukirch, Ghida <gneukirch@cityhpil.com>
Subject: Case PUD-2025-00081 — I oppose the 147 Central subdivision

[EXTERNAL EMAIL]

My name is Erin O'Shea.

I live at 2576 Sheridan Rd, Highland Park, IL 60035.
I oppose the 147 Central subdivision.

Thank your for your attention to this matter.

From:	Neukirch, Ghida
To:	James Bruton
Cc:	Mayor and City Council; Fontane, Joel; Burhop, Karl; Hoffmann, Patrick
Subject:	RE: Case PUD-2025-00081 — I oppose the 147 Central subdivision
Date:	Sunday, June 28, 2026 4:25:01 PM
Attachments:	image001.png image002.png image004.png image006.png image007.png

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From: James Bruton
Sent: Sunday, June 28, 2026 3:59 PM
To: Neukirch, Ghida <gneukirch@cityhpil.com>
Subject: Case PUD-2025-00081 — I oppose the 147 Central subdivision

[EXTERNAL EMAIL]

Hello,

My name is James Bruton. I live at 1670 Huntington Ln, Highland Park, IL 60035.

I oppose the 147 Central subdivision. Please do the right thing and preserve the historic landmark status of the current property.

Thank you,
James Bruton

From:	Neukirch, Ghida
To:	Jennifer Klein
Cc:	Mayor and City Council; Fontane, Joel; Burhop, Karl; Hoffmann, Patrick
Subject:	RE: Case PUD-2025-00081 — I oppose the 147 Central subdivision
Date:	Monday, June 29, 2026 8:00:35 AM
Attachments:	image001.png image002.png image004.png image006.png image007.png

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From: Jennifer Klein
Sent: Sunday, June 28, 2026 9:05 PM
To: Mayor and City Council <council@cityhpil.com>; Rotering, Nancy <nrotering@cityhpil.com>; Blumberg, Tony <ablumberg@cityhpil.com>; Meckler Bruckman, Barisa <bbruckman@cityhpil.com>; Center, Jon <jcenter@cityhpil.com>; Lidawer, Annette <alidawer@cityhpil.com>; Ross, Yumi <yross@cityhpil.com>; Tapia, Andres <atapia@cityhpil.com>; Neukirch, Ghida <gneukirch@cityhpil.com>
Subject: Case PUD-2025-00081 — I oppose the 147 Central subdivision

[EXTERNAL EMAIL]

Hi Mayor Rotering and city council members,

My name is Jennifer Klein and I reside at 1086 Andean Pl, Highland Park, IL 60035.
It has come to my attention that Highland Park City Council votes tomorrow night on a request to permanently subdivide 147 Central Avenue, the Cornelius Field Estate.

I am writing to express that I oppose the 147 Central subdivision.

Part of the reason I like Highland Park is the charm of these older properties. I think it would be a shame to divide this landmark.

I think the question Council should be able to answer before voting tomorrow: could a buyer of the new lot construct a 15,000-square-foot private mansion, and then claim Illinois historic property tax benefits, because the lot they built it on is technically still considered a landmark? That would not seem fair.

Thank you for you service to our city and taking the time to read this email.

Sincerely,

Jennifer Klein

From: Neukirch, Ghida
To: Joanne Bruton
Cc: Mayor and City Council; Fontane, Joel; Burhop, Karl; Hoffmann, Patrick
Subject: RE: Case PUD-2025-00081 — I oppose the 147 Central subdivision
Date: Sunday, June 28, 2026 4:23:43 PM
Attachments: image001.png
image002.png
image004.png
image006.png
image007.png

From: Joanne Bruton
Sent: Sunday, June 28, 2026 4:05 PM
To: Neukirch, Ghida <gneukirch@cityhpil.com>
Subject: Case PUD-2025-00081 — I oppose the 147 Central subdivision

[EXTERNAL EMAIL]

Hello,

My name is Joanne Bruton. I live at 1670 Huntington Ln, Highland Park, IL 60035.

I oppose the 147 Central subdivision. Please do the right thing and preserve the historic landmark status of the current property.

Thank you,
James Bruton

From: Neukirch, Ghida
To: Robert Blake
Cc: Mayor and City Council; Fontane, Joel; Burhop, Karl; Hoffmann, Patrick
Subject: RE: Case PUD-2025-00081 — I SUPPORT the 147 Central subdivision
Date: Sunday, June 28, 2026 4:27:17 PM

-----Original Message-----
From: Robert Blake
Sent: Sunday, June 28, 2026 3:45 PM
To: Neukirch, Ghida <gneukirch@cityhpil.com>
Subject: Case PUD-2025-00081 — I SUPPORT the 147 Central subdivision

[EXTERNAL EMAIL]

Case PUD-2025-00081 — I SUPPORT the 147 Central subdivision

I welcome new development and new neighbors to our town, which desperately needs both.

Robert Blake
309 Park Ave
Highland Park, IL

From: Neukirch, Ghida
To: Debra
Cc: Mayor and City Council; Fontane, Joel; Burhop, Karl; Hoffmann, Patrick
Subject: RE: Case Pud-2025-00081
Date: Monday, June 29, 2026 8:03:56 AM

-----Original Message-----
From: Debra
Sent: Sunday, June 28, 2026 6:40 PM
To: Neukirch, Ghida <gneukirch@cityhpil.com>
Subject: Case Pud-2025-00081

[EXTERNAL EMAIL]

I oppose the 147 Central subdivision

Debra Vallortigara
241 Woodland Road
Highland Park , Il . 60035
Sent from my iPhone

From:	Neukirch, Ghida
To:	jean benjoya
Cc:	Mayor and City Council; Fontane, Joel; Burhop, Karl; Hoffmann, Patrick
Subject:	RE: Case PUD-2025-00081
Date:	Sunday, June 28, 2026 5:11:19 PM
Attachments:	image001.png image002.png image005.png image003.png image004.png

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From: jean benjoya
Sent: Sunday, June 28, 2026 5:09 PM
To: Neukirch, Ghida <gneukirch@cityhpil.com>
Subject: Case PUD-2025-00081

[EXTERNAL EMAIL]

I oppose the 147 Central subdivision.
Jean and Marc Benjoya
650 Walnut Dr apt 105
Highland Park, Il

From:	Neukirch, Ghida
To:	Mayor and City Council Fontane, Joel; Burhop,
Cc:	Karl; Hoffmann, Patrick RE: Case
Subject:	PUD-2025-00081
Date:	Sunday, June 28, 2026 5:46:49 PM
Attachments:	image001.png image002.png image004.png image006.png image007.png

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From: Kimberly Loughlin
Sent: Sunday, June 28, 2026 5:33 PM
To: Mayor and City Council <council@cityhpil.com>
Subject: Case PUD-2025-00081

[EXTERNAL EMAIL]

Dear City Council members,

As a lifelong resident of HP, I am opposed to the 147 central subdivision proposal. Historical landmarking status should not be so easily overwritten. This will set a very dangerous president. I urge you to vote "no" to the subdivision.

Sincerely,
Kimberly Loughlin

From: Neukirch, Ghida
To: Candy Baldi
Cc: Mayor and City Council; Fontane, Joel; Burhop, Karl; Hoffmann, Patrick
Subject: RE: Case PUD-2025-00081
Date: Sunday, June 28, 2026 4:24:07 PM
Attachments: image001.png
image002.png
image004.png
image006.png
image007.png

From: Candy Baldi
Sent: Sunday, June 28, 2026 4:13 PM
To: Neukirch, Ghida <gneukirch@cityhpil.com>
Subject: Case PUD-2025-00081

[EXTERNAL EMAIL]

I oppose the 147 Central Avenue sub division.
Marianne (Candy) Baldi
2046 St. Johns Avenue
HP, IL 60035

From:	Neukirch, Ghida
To:	Renee Harkey
Cc:	Mayor and City Council; Fontane, Joel; Burhop, Karl; Hoffmann, Patrick
Subject:	RE: Case PUD-2025-00081
Date:	Sunday, June 28, 2026 5:46:02 PM
Attachments:	image001.png image002.png image004.png image006.png image007.png

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From: Renee Harkey
Sent: Sunday, June 28, 2026 5:43 PM
To: Neukirch, Ghida <gneukirch@cityhpil.com>
Subject: Case PUD-2025-00081

[EXTERNAL EMAIL]

I oppose the 147 Central subdivision

Renee Harkey
679 Vine Avenue HP 60035
Thanks

From:	Neukirch, Ghida
To:	Ryan Cook
Cc:	Mayor and City Council; Fontane, Joel; Burhop, Karl; Hoffmann, Patrick
Subject:	RE: Case PUD-2025-00081
Date:	Sunday, June 28, 2026 5:13:14 PM
Attachments:	image001.png image002.png image004.png image006.png image007.png

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From: Ryan Cook
Sent: Sunday, June 28, 2026 4:45 PM
To: Neukirch, Ghida <gneukirch@cityhpil.com>
Subject: Case PUD-2025-00081

[EXTERNAL EMAIL]

Dear Ms. Neukirch:

I write to you to oppose a vote to subdivide the Cornelius Field estate at 147 Central Ave. The City's own Historic Preservation Commission has voted twice, unanimously, to oppose this subdivision. It sets a dangerous and difficult-to-change precedent that will bedevil the Council well into the future. Please reconsider proceeding further with this vote.

Respectfully,

Ryan J. Cook
967 Burton Ave,
Highland Park IL 60035

From:	Neukirch, Ghida
To:	Erin Kasdin
Cc:	Mayor and City Council; Fontane, Joel; Burhop, Karl; Hoffmann, Patrick
Subject:	RE: Case PUD-2025-00081--I oppose the 147 Central subdivision
Date:	Sunday, June 28, 2026 5:12:14 PM
Attachments:	image001.png image002.png image004.png image006.png image007.png

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From: Erin Kasdin
Sent: Sunday, June 28, 2026 4:55 PM
To: Neukirch, Ghida <gneukirch@cityhpil.com>
Subject: Case PUD-2025-00081--I oppose the 147 Central subdivision

[EXTERNAL EMAIL]

Erin Kasdin
1028 devonshire Ct

I oppose this subdivision.

From:	Neukirch, Ghida
To:	Graff, Rebecca S. (She/Her/Hers)
Cc:	Mayor and City Council; Fontane, Joel; Burhop, Karl; Hoffmann, Patrick
Subject:	RE: Cornelius Field estate--message of opposition
Date:	Monday, June 29, 2026 8:04:46 AM
Attachments:	image001.png image002.png image004.png image006.png image007.png

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From: Graff, Rebecca S. (She/Her/Hers)
Sent: Sunday, June 28, 2026 7:30 PM
To: Neukirch, Ghida <gneukirch@cityhpil.com>
Subject: Cornelius Field estate--message of opposition

[EXTERNAL EMAIL]

Dear Ms. Neukirch,

I write to register my opposition to a vote to subdivide the Cornelius Field estate at 147 Central Ave.

The City's own Historic Preservation Commission has voted twice, unanimously, to oppose this subdivision. It sets a dangerous and difficult-to-change precedent that will bedevil the Council well into the future. Please reconsider proceeding further with this vote.

I write as a resident of Highland Park (967 Burton Ave) and a former member of the State of Illinois' National Register Council.

Sincerely,
Rebecca Graff

Rebecca S. Graff, PhD, RPA
Associate Professor of Anthropology
Chair, Department of Sociology and Anthropology
Chair, Museum Studies Program
Lake Forest College
555 N Sheridan Rd
Lake Forest, IL 60045
Author, *Disposing of Modernity: The Archaeology of Garbage and Consumerism During Chicago's 1893 World's Fair*

From: Neukirch, Ghida
To: William Baker
Cc: Mayor and City Council; Fontane, Joel; Burhop, Karl; Hoffmann, Patrick
Subject: RE: PUD-2025-00081 — I oppose the 147 Central subdivision
Date: Monday, June 29, 2026 8:07:17 AM

-----Original Message-----
From: William Baker
Sent: Sunday, June 28, 2026 8:32 PM
To: Neukirch, Ghida <gneukirch@cityhpil.com>
Subject: PUD-2025-00081 — I oppose the 147 Central subdivision

[EXTERNAL EMAIL]

William Baker and Garrett Hager of 843 kimball Road, Highland Park, IL 60035 both oppose the amendment.

Sent from my iPhone

From:	Neukirch, Ghida
To:	Mary Haik
Cc:	Mayor and City Council; Fontane, Joel; Burhop, Karl; Hoffmann, Patrick
Subject:	RE: PUD-2025-00081
Date:	Monday, June 29, 2026 8:01:37 AM
Attachments:	image001.png image002.png image004.png image006.png image007.png

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From: Mary Haik
Sent: Sunday, June 28, 2026 9:04 PM
To: Neukirch, Ghida <gneukirch@cityhpil.com>
Subject: PUD-2025-00081

[EXTERNAL EMAIL]

I oppose the 147 Central subdivision.

Mary Haik
2980 Priscilla

HP, IL 60035

From: Neukirch, Ghida
To: Christina Ramon
Cc: Mayor and City Council; Fontane, Joel; Hoffmann, Patrick; Burhop, Karl
Subject: RE: Case PUD-2025-00081 —
Date: Monday, June 29, 2026 10:25:43 AM

-----Original Message-----
From: Christina Ramon
Sent: Monday, June 29, 2026 9:19 AM
To: Neukirch, Ghida <gneukirch@cityhpil.com>
Subject: Case PUD-2025-00081 —

[EXTERNAL EMAIL]

I oppose the 147 Central subdivision

My name is Christy Ramón and I just purchased the historic Van Bergen cottage at 1184 Wade.

Please stop developers from pillaging our town. Construction abounds, and we don’t need it.

This is the last stop. There is no appeal after a City Council vote approves a subdivision. Once it's done, it's done forever. A landmark is a landmark. Tomorrow night, Council gets to prove it means something.

From:	Neukirch, Ghida
To:	bonnie hillman shay
Cc:	Mayor and City Council; Fontane, Joel; Burhop, Karl; Hoffmann, Patrick
Subject:	RE: 147 Central Avenue
Date:	Monday, June 29, 2026 3:35:32 PM
Attachments:	image001.png image002.png image004.png image006.png image007.png

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From: bonnie hillman shay
Sent: Monday, June 29, 2026 3:21 PM
To: Neukirch, Ghida <gneukirch@cityhpil.com>
Subject: 147 Central Avenue

[EXTERNAL EMAIL]

Dear Ghida:

I'm Bonnie Hillman Shay and I live at 355 Temple Avenue in Highland Park.

I think that the request to permanently subdivide 147 Central Avenue, the Cornelius Field Estate should be 100% denied.

Thank you.
Bonnie

From:	Neukirch, Ghida
To:	Caitlin Schaff
Cc:	Mayor and City Council; Fontane, Joel; Burhop, Karl; Hoffmann, Patrick
Subject:	RE: Case PUD-2025-00081 — I oppose the 147 Central subdivision
Date:	Monday, June 29, 2026 12:19:29 PM
Attachments:	image001.png image002.png image004.png image006.png image007.png

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From: Caitlin Schaff
Sent: Monday, June 29, 2026 12:01 PM
To: Neukirch, Ghida <gneukirch@cityhpil.com>
Subject: Case PUD-2025-00081 — I oppose the 147 Central subdivision

[EXTERNAL EMAIL]

I am a resident of 177 S Deere Park Drive in HP. I oppose the subdivision of 147 Central Ave. The HPC has voted on this several times and has made it clear where they stand. Division of this lot would set a precedent that I'm afraid would lead to the destruction of historic properties, and a change towards a town that forgets where it came from.

Thanks for taking the time to consider the long term implications of making this decision. I hope that the council makes the correct decision and listens to the experts at the HPC.

Caitlin Schaff

From:	Neukirch, Ghida
To:	Christopher Kozlowski
Cc:	Mayor and City Council; Fontane, Joel; Burhop, Karl; Hoffmann, Patrick
Subject:	RE: Case PUD-2025-00081 — I oppose the 147 Central subdivision
Date:	Monday, June 29, 2026 11:27:36 AM
Attachments:	image001.png image002.png image005.png image003.png image004.png

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From: Christopher Kozlowski
Sent: Monday, June 29, 2026 10:49 AM
To: Neukirch, Ghida <gneukirch@cityhpil.com>
Subject: Case PUD-2025-00081 — I oppose the 147 Central subdivision

[EXTERNAL EMAIL]

My name is Chris Kozlowski and I live at 991 Half Day Road in Highland Park.

I want to let you know I oppose the 147 Central subdivision.

Please do not allow this to happen.

Thank you
Chris Kozlowski

From: Neukirch, Ghida
To: marianne parkwood advisors
Cc: Mayor and City Council; Fontane, Joel; Burhop, Karl; Hoffmann, Patrick
Subject: RE: Case PUD-2025-00081 — I oppose the 147 Central subdivision
Date: Monday, June 29, 2026 11:20:37 AM
Attachments: image002.png
image003.png
image005.png
image007.png
image001.png
image008.png

From: marianne parkwood advisors
Sent: Monday, June 29, 2026 11:13 AM
To: Neukirch, Ghida <gneukirch@cityhpil.com>
Subject: Case PUD-2025-00081 — I oppose the 147 Central subdivision

[EXTERNAL EMAIL]

Hello Ms. Neukirch:

Westrongly oppose dividing the historic property at 147 Central into two lots. We live in an historic home (156 years old) and appreciate Highland Park's commitment to retaining its historic landmark. I walk by the property at 147 Central almost every day & cannot see how it can support two homes, including a new one that's 15,000 feet!

Please vote "NO" to splitting this landmark in two.

Kind regards,
Marianne Wood & John Parkinson
224 Linden Park Pl
Highland Park, IL

Marianne Wood
Partner & Managing Director

From:	Neukirch, Ghida
To:	Karen Long
Cc:	Mayor and City Council; Fontane, Joel; Burhop, Karl; Hoffmann, Patrick
Subject:	RE: Case PUD-2025-00081-I Oppose the 147 Central Subdivision
Date:	Monday, June 29, 2026 12:20:23 PM

-----Original Message-----
From: Karen Long
Sent: Monday, June 29, 2026 11:51 AM
To: Neukirch, Ghida <gneukirch@cityhpil.com>
Subject: Case PUD-2025-00081-I Oppose the 147 Central Subdivision

[EXTERNAL EMAIL]

I oppose the request to subdivide the historic property at 147 Central.

Karen Long
890 Sumac Rd
Highland Park

From: Neukirch, Ghida
To: Therese Waldron
Cc: Mayor and City Council; Fontane, Joel; Burhop, Karl; Hoffmann, Patrick
Subject: RE: PUD Case 2025-0081
Date: Monday, June 29, 2026 11:27:52 AM
Attachments: image001.png
image002.png
image004.png
image006.png
image007.png

From: Therese Waldron
Sent: Monday, June 29, 2026 10:47 AM
To: Neukirch, Ghida <gneukirch@cityhpil.com>
Subject: PUD Case 2025-0081

[EXTERNAL EMAIL]

I oppose the 147 Central subdivision.

Therese Waldron
420 Park Avenue, #303
Highland Park, IL 60035

From:	Neukirch, Ghida
To:	Teddy Gordon
Cc:	Mayor and City Council; Fontane, Joel; Burhop, Karl; Hoffmann, Patrick
Subject:	RE: Subject: Case PUD-2025-00081 - I oppose the 147 Central subdivision
Date:	Monday, June 29, 2026 12:20:06 PM
Attachments:	image001.png image002.png image004.png image006.png image007.png

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From: Teddy Gordon
Sent: Monday, June 29, 2026 11:53 AM
To: Neukirch, Ghida <gneukirch@cityhpil.com>
Subject: Subject: Case PUD-2025-00081 - I oppose the 147 Central subdivision

[EXTERNAL EMAIL]

To Whom it May concern,

My name is Teddy Gordon. I live at 189 South Deere Park Dr, Highland Park IL 60035. I'm traveling internationally at the moment, so I cannot attend the meeting in person, but I am opposed to the subdivision proposed for 147 central.

My wife Svetoslava Angelieva, who lives with me, is also opposed.

Let me know if you have any questions

Best Regards
Teddy Gordon

From: Neukirch, Ghida
To: Michael Pickard
Cc: Mayor and City Council; Fontane, Joel; Burhop, Karl; Hoffmann, Patrick
Subject: RE: Subject: Case PUD-2025-00081
Date: Monday, June 29, 2026 11:45:39 AM
Attachments: image001.png
image002.png
image005.png
image003.png
image004.png

From: Michael Pickard
Sent: Monday, June 29, 2026 11:34 AM
To: Neukirch, Ghida <gneukirch@cityhpil.com>
Subject: Subject: Case PUD-2025-00081

[EXTERNAL EMAIL]

Subject: Case PUD-2025-00081

I oppose the 147 Central subdivision

Michael Pickard

638 Old Elm RD

Highland Park, IL 60035

From: Neukirch, Ghida
To: Danny Kahn
Cc: Mayor and City Council; Fontane, Joel; Burhop, Karl; Hoffmann, Patrick
Subject: RE: Tonight meeting
Date: Monday, June 29, 2026 4:19:03 PM
Attachments: image001.png
image002.png
image004.png
image006.png
image007.png

From: Danny Kahn
Sent: Monday, June 29, 2026 3:02 PM
To: Neukirch, Ghida <gneukirch@cityhpil.com>
Subject: Tonight meeting

[EXTERNAL EMAIL]

Ghida:

I'm planning on attending tonights meeting re 147 Central. I plan to say pretty much what I said in my email, which is that although I strongly support Landmarking as permanent, in this case, when the owner has made what I think is a good-faith effort to sell the property at a reasonable price, I support a subdivision. The Landscape is not historic, and I don't think that another, *appropriate*, house on the Property will deface the Historic elements of the important house. My support is contingent on the city confirming that whatever gets built on the new lot will be subject to the requirement for Certificate of Appropriateness by HPC. Cal has assured me this is the case, but we'll want to hear it from the City's legal people. I would not support de-landmarking the Property.

At the request of people involved with HPC, I am also going to put forward the concept of a Conservation Easement, which would reduce the taxes by 10-15K. I don't think that would help much, but it's not impossible.

Danny

From: Kimmi Rudolph
Sent: Sunday, August 9, 2026 7:06 PM
To: Rotering, Nancy <nrotering@cityhpil.com>; Blumberg, Tony <ablumberg@cityhpil.com>; Neukirch, Ghida <gneukirch@cityhpil.com>
Subject: 147 Central Ave, HP

[EXTERNAL EMAIL]

Hello;
I am writing in support of the division of land at 147 Central Avenue in Highland Park.

The house and the gardens directly surrounding the house are stunning, but the empty land next to it I truly believe can be separated from it without distracting from the beauty of the home, which I know was beautifully restored by the current owners years ago.

Although the home is a historic landmark, that will not change with the division of property.

I take part in a Highland Park Facebook group. One woman has been making false claims that "many people view the land for peace"; after comments back and forth it turns out that she lives across the street and it is she that views the land for peace. While that is wonderful, preserving her private view is much different than one man's financial burden and preserving protecting a historic land. She has been very vocal on this Facebook page and I am sorry that she has been changing people's minds with her false claims.

I believe that if Highland Park assures that any new home that is built is in the same or similar style as the existing home on the property, the division of the land and the new home to be built can only add beauty to the historic land.

I wish I could be at the meeting but I am out of town. I am happy to talk on the phone if need be.

Thank you,
Kimmi Rudolph
22-year Highland Park resident

From: Julien Nadeau
Sent: Sunday, August 9, 2026 8:08 PM
To: Rotering, Nancy <nrotering@cityhpil.com>
Cc: Blumberg, Tony <ablumberg@cityhpil.com>; Neukirch, Ghida <gneukirch@cityhpil.com>
Subject: 147 Central Avenue (Highland Park, IL)

[EXTERNAL EMAIL]

Dear Mayor Nancy Rotering,

Councilmember Tony Blumberg,

& City Manager Ghida Neukirch,

I wanted to reach out to say I will not be able to attend the meeting on August 17, 2026, but that I support the division of the land on 147 Central Avenue in Highland Park, IL.

I appreciate that the current home will be preserved in its entirety and yet allow the city to oversee and approve whatever new architecture is built. I believe that historic preservation and reasonable private-property rights can coexist.

The City Council can reach a reasonable compromise: approve the subdivision, preserve the historic home, retain appropriate oversight of future construction, and respect reasonable private-property rights.

I am asking the City Council to approve the subdivision.

Thank you,

Julien Nadeau

From: David Chaimovitz
Sent: Monday, August 10, 2026 7:58 AM
To: Rotering, Nancy <nrotering@cityhpil.com>
Cc: Blumberg, Tony <ablumberg@cityhpil.com>; Neukirch, Ghida <gneukirch@cityhpil.com>
Subject: 147 Central Avenue Development - Resident in Support

[EXTERNAL EMAIL]

Dear Mayor Rotering, Councilman Blumberg and City Manager Neukirch,

I hope you are well doing well. I grew up in Highland Park, attended Wayne Thomas, Elm Place and HPHS graduating in 2006. I am lucky enough to have now moved back and am finishing construction at my new home at 2789 Oak St. My parents and many of my friends from growing up continue to make Highland Park home. I love HP's history and beauty.

That being said, I want to drop a quick email in support of the planned development at 147 Central Avenue. I am a strong believer in personal property rights and market rate economic development. This plan will maintain the beautiful historic home while adding much needed market rate housing on an empty site that will earn the city significant property taxes.

Thank you for your consideration.

DAVID CHAIMOVITZ
FOUNDER & CEO

A 475 BOND ST. LINCOLNSHIRE, IL 60069

Subject: Support for Subdivision of 147 Central

[EXTERNAL EMAIL]

Dear Mayor Rotering, Councilmember Blumberg, and City Manager Neukirch:

I am writing in support of the proposed subdivision of the historic property at 147 Central Avenue.

I believe the proposal strikes a reasonable balance between historic preservation and the rights of a property owner to make reasonable use of an unusually large parcel. Most importantly, the historic Cornelius Field House will remain intact and protected, while future development on the new lot can remain subject to appropriate Historic Preservation Commission review.

Preservation works best when it is practical and sustainable for the long term. Allowing this subdivision provides a thoughtful path to preserve an important Highland Park home while respecting reasonable private-property rights.

I respectfully encourage the City Council to approve the subdivision.

Sincerely,

Ian Alexander

1213 Forest Avenue

From: Shane Rachman
Sent: Monday, August 10, 2026 9:50 AM
To: Rotering, Nancy <nrotering@cityhpil.com>; Blumberg, Tony <ablumberg@cityhpil.com>; Neukirch, Ghida <gneukirch@cityhpil.com>
Subject: 147 Central Avenue in Highland Park

[EXTERNAL EMAIL]

Hello City of HP,

I have been a resident at 111 Laurel Ave for 3 years. We toured the 147 Central home when it first came up for sale. Our family loves the neighborhood especially as it has become reinvigorated with the next generation of families. The Subdivision at 147 has come to our attention and as we are hoping to continue to see the neighborhood grow, I am writing with the hope for positive continued change.

While the expansive site is extremely beautiful, I believe there is an opportunity to approve a subdivision while not abandoning the historic preservation component. The City can preserve the historic home, while retaining meaningful oversight over future construction, ensuring that anything new will continue to be additive to our neighborhood.

Shane Rachman
President | Founder

[EXTERNAL EMAIL]

I live on Hawthorne Ln in Highland Park. I am writing to support the subdivision of the property at 147 Central Ave.

I came across the issue on social media and have read the City's literature on historic preservation; the City is interested in protecting structures of historic importance, not oversized lawns having zero historical importance (according to your website).

As a whole, I do not see how the City is in the business of forcing landowners to maintain large swaths of non-native grass when the property could otherwise be used to house new residents and generate new tax revenue.

Thanks for listening,
-Scott Liberman

[EXTERNAL EMAIL]

Dear Mayor Rotering, Mr. Blumberg, and Mrs. Neukirch,

My name is Erik Gimbel, CEO of The Gimbel Group, one of the largest real estate teams on the North Shore. More importantly, I have been a Highland Park resident since 1977, and I care deeply about preserving the history, character, and long-term vitality of our community.

I am writing in support of the proposed subdivision of the 4.25-acre property at 147 Central Avenue, home to the historic Cornelius Field House.

Most importantly, the historic home is not being demolished and will remain protected. Approving the subdivision does not give the owner carte blanche to build anything they choose. Future construction can remain subject to appropriate Historic Preservation Commission review, the Certificate of Appropriateness process, and other City requirements.

Preserving and maintaining an 1890s residence on several acres is extraordinarily expensive. A reasonable subdivision can help make preservation of this important home economically sustainable for future generations.

I certainly understand why neighbors may prefer the existing open space. However, preserving a private view or privately owned open space is different from protecting the historic resource itself.

I believe there is a reasonable compromise: approve the subdivision, preserve the historic home, maintain meaningful oversight of future construction, and respect reasonable private-property rights.

Historic preservation and private-property rights can coexist. I respectfully ask the City Council to support a solution that accomplishes both.

Thank you for your consideration and for your service to Highland Park.

Sincerely,

Erik Gimbel
CEO, The Gimbel Group
Highland Park Resident Since 1977

City of Highland Park

Memorandum

Date: April 21, 2026

To: Plan and Design Commission

From: Historic Preservation Commission

Subject: 147 Central Avenue – Written Report to Plan and Design Commission

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Background.

On January 8, 2026, the Historic Preservation Commission ("HPC") considered the impact of the proposed Planned Development on the Historically Significant property located at 147 Central Avenue.

This matter is before the HPC because the Director of Community Development has determined that the property at 147 Central Avenue is a Historically Significant property, as it is a Local Landmark.

The HPC is required to provide a non-binding recommendation to the Plan and Design Commission per Sec. 150.530(E)(2) of Code.

Sec. 150.530(E)(2) of Code states the Historic Preservation Commission shall

> (a) Review the potential impact of the proposal on the historically significant property, and
>
> (b) Submit a written report of its findings to the Plan and Design Commission and the City Council.

The Historic Preservation Commission's report is an important part of the Plan and Design Commission's consideration of whether the Sec.150.520(C) Planned Development standard[1] is met as part of its PUD recommendation to City Council. The Applicant for a Planned Development must demonstrate that the proposed Planned Development satisfies and incorporates, to the greatest extent practicable, the design standards in Sec. 150.520.

Concurrent Landmark Removal Consideration.

The HPC concurrently considered a request to remove the landmark designation from Lot B in accordance with Sec. 24.025(H) of Code. At the March 12, 2026 Meeting the HPC made a determination of significance using the Landmark Criteria listed in Sec. 24.015 of Code. By unanimous vote, the HPC moved that Lot B satisfies Landmark Criteria 1, 3, 4, and 7, and has sufficient integrity of design.

[1] Sec. 150.520(C) *Historic Resources.* "The Planned Development shall preserve all (1) locally designated landmarks, and (2) properties, structures, areas, objects, and landscapes determined to be historically significant by the Historic Preservation Commission in accordance with Chapters 24 or 170 of the Code."

The Plan and Design Commission should consider if the HPC's determination of historic significance on March 12, 2026 aligns with the Historic Resources standard in Sec. 150.520(C).

The following is intended to be the required Report of the HPC with its findings and recommendations, per its deliberations[2] on the January 8, 2026 Regular Meeting, March 12, 2026 Regular Meeting and April 15, 2026 Special Meeting.

[2] The HPC was set to consider the item at the Feb. 12, 2026 meeting as well, but the applicant requested a continuation.

Findings.

At the Jan. 8, 2026 Regular Meeting, the HPC concluded:

> *"The subdivision of the lot would significantly impact the historical significance of the property at 147 Central Avenue based on the historic fence, columns that make-up the gate, relocation of the new driveway and its impact on the curb appeal, and the growing density of the lot."*

Specifically, the HPC finds that the wrought-iron fence and the gateposts are among the historic resources of the property, and that the Planned Development would negatively impact each of them as follows:

- Wrought-Iron Fence Element
    - The HPC finds that the wrought-iron fence is associated with a notable person (Cornelius Field), embodies the Victorian landscape style, is identifiable as the work of a notable builder (Cornelius Field), and embodies detailing that renders it visually significant. The wrought-iron fence is an established visual feature of the property. Furthermore, the wrought-iron fence retains sufficient integrity of location, design, materials, and workmanship.
    - The HPC finds that the Planned Development will disrupt the historic wrought-iron fence located along the front lot line. In order to create a new driveway the applicant will have to disrupt the continuity of the historic wrought-iron fence. The HPC is opposed to the destruction of the fence to make room for a new driveway and notes that a shared driveway could aid in preserving the historic fence.
- Gatepost Elements[3]
    - The HPC finds the gatepost elements (base and finials) are associated with a notable person (Cornelius Field), embody the Victorian landscape style, are identifiable as the work of a notable builder (Cornelius Field), and embody detailing that renders them visually significant. The gatepost elements are an established visual feature associated with the property. Furthermore, the gate elements retain sufficient integrity of location, design, materials, and workmanship.

[3] The gatepost is located in the public-right-of-way. The HPC discussed the gatepost because the PDC has the ability to consider off-site impacts.

- The HPC is concerned that the Planned Development will result in the loss of the gateposts. The gateposts contain important historic elements, and have a connection to the original property owner, Cornelius Field.
- At the Jan. 8, 2026 meeting an architect representing the property owner offered that the gatepost could be preserved, if that is the preference of the Commission. The HPC would like the applicant to pursue the option to preserve the historic gateposts.

- Driveway Element
  - The HPC finds the driveway element is associated with a notable person (Cornelius Field), embodies the Victorian landscape style, is identifiable as the work of a notable builder (Cornelius Field), and exhibits elements of design that render it visually significant. The driveway element is an established visual feature of the property. Furthermore, the driveway element retains sufficient integrity of original location.
  - The HPC finds that the placement of the current driveway is another element of this historic resource, and therefore is opposed to changing the driveway's placement. Requiring a shared driveway easement would preserve the driveway placement element of this property.
- Estate Setting Element
  - The HPC finds the estate setting is associated with a notable person (Cornelius Field), embodies the Victorian landscape style, and is identifiable as the work of a notable designer (Cornelius Field). The estate setting is an established visual feature of the property. Furthermore, the estate setting retains sufficient integrity of location and design.
  - The HPC finds that the open space on the property contributes to the estate setting of the Cornelius Field Property, and is integral part of this historic resource worth preserving. The proposed Planned Development will increase the density of the property and will fundamentally diminish the estate's setting.

Recommendation. [4]

- The HPC recommends denial of the proposed Planned Development on the basis that the proposed plan will irreversibly alter the property's historic site setting.
- The HPC further emphasizes that the open space on the property contributes to the estate setting of the Cornelius Field Property, and is an integral part of the historic resource. The HPC finds that allowing the construction of any structure on Lot B will create more density and detract from the property's historic significance.
- Although the HPC does not recommend approval, should the Planned Development be approved, the HPC further recommends the following conditions:
    1. That the Plan and Design Commission require an 80 ft. side yard setback on the west side of the proposed Lot B.
    2. That any new structure on the proposed Lot B not exceed the height of the Cornelius Field House.
    3. That the Plan and Design Commission require the preservation of the gateposts, the wrought-iron fence, the heritage trees, and use of the driveway in its existing location with no additional driveway as conditions of approval.
    4. Prohibit additional zoning relief related to Lot B.

Important Regulatory Note. Any construction on a newly created Lot B will be a Regulated Structure and require a Certificate of Appropriateness from the HPC per Sec. 24.030 of Code. [5]

Historic Preservation Commission Consideration.

Attachments 1-3 are the meeting minutes from the Jan. 8, 2026 HPC Regular Meeting, and March 12, 2026 Meeting, as well as the draft minutes from the **April 15, 2026 HPC Special Meeting**. ***Attachments 4-5*** are written public comment submitted to the HPC.

[4] The Commission unanimously agreed to recommend denial of the Planned Development. However, the specifics of the HPC's final recommendation were adopted by a 4-3 vote. Two dissenting Commissioners favored more restrictive yard setbacks as conditions, if the Planned Development be approved. The other dissenting Commissioner was adamantly against recommending any conditions of approval. The entire discussion is available in the attached DRAFT April 15, 2026 Meeting Minutes.

[5] COA applications for new construction are reviewed using "*Criteria for Certificate of Appropriateness for New Construction"* found in Sec. 24.030(C) of Code.

Attachments

1. 1.8.26 HPC Regular Meeting Minutes
2. 3.12.26 HPC Regular Meeting Minutes
3. 4.15.26 HPC Special Meeting Minutes
4. Public Comment Submitted to HPC 1.8.26
5. Public Comment Submitted to HPC 2.12.26

MINUTES OF A REGULAR MEETING
HISTORIC PRESERVATION COMMISSION
OF THE CITY OF HIGHLAND PARK, ILLINOIS

MEETING DATE: Thursday, January 8, 2025

MEETING LOCATION: Council Chambers, City Hall, 1707 St. Johns Avenue, Highland Park, IL

CALL TO ORDER

At 6:32 p.m., Acting Chair Greenbaum called the meeting to order. This Commission meeting takes place on-site. Staff was asked to call the roll.

ROLL CALL

Commissioners Present: Acting Chair Greenbaum; Commissioners Ehrlich, Gonka, Hartinger, Pines, & Portman

Commissioners Absent: Chairperson Weeder

Councilmember Present: Blumberg

Student Council Absent: Koslow

Staff declared that a quorum was present.

Staff Present: Coleman & Markle

Guests Present: Scott Simpson, Partner/Scott Simpson Design + Build
Cal Bernstein, Attorney/Samuels & Bernstein
Greg Moyer, Founder/Moyer Properties
Julia Jonas, Resident/Historian

Others Present: Gale Cerabona, Recorder

APPROVAL OF MINUTES

Regular Meeting of the Historic Preservation Commission – December 11, 2025

Commissioner Gonka moved to approve the regular meeting minutes of December 11, 2025. Commissioner Pines seconded the motion.

On a voice vote
Voting Yea Acting Chair Greenbaum; Commissioners Ehrlich, Gonka, Hartinger, Pines, & Portman
Voting Nay: None

Staff declared that the motion passed unanimously.

SCHEDULED BUSINESS

1. Final Consideration of Landmark Designation Recommendation – 3135 Priscilla Avenue

Planner Markle offered a presentation:

- Landmark Designation Process
- Summary
    - H.W. Kadell House
    - built in 1941
    - architect is George Fred Keck of Keck and Keck
    - Contemporary style
- Existing Conditions were shown
- Previous Consideration
    - criteria 1, 4, 5, & 6
- Findings of Fact
    - integrity is met
- Additional Information
    - 30 Keck homes in Highland Park
    - 12 received a Significant rating
- Landmark Criteria were reviewed
    - passive solar, radiant heat
- Recommendation

Commissioner Gonka moved that the property at 3135 Priscilla Avenue satisfies Criteria #1, 4, 5, and 6 with sufficient integrity of design, and a recommendation that City Council adopts a Landmark Designation Ordinance. Commissioner Ehrlich seconded the motion.

On a roll call vote

Voting Yea: Acting Chair Greenbaum; Commissioners Ehrlich, Gonka, Hartinger, Pines, & Portman

Voting Nay: None

Staff declared that the motion passed unanimously.

2. Determination of Historic Significance – 1375 Sheridan Road

Planner Markle offered a presentation:

- Churchill House
- Significant Rating in Central East survey
- Colonial Revival style
- Built c. 1919
- Architect is Robert Seyfarth
- Property History was reviewed
- Architecture
    - alterations – roof replacement in 2022, possible rear addition
- Elevations were shown
- Landmark Criteria were illustrated
- Impact of Historic Findings
- Recommendation

Petitioner, Scott Simpson, Partner at Scott Simpson Design + Build, said the integrity of the structure is a concern as well as making this code compliant (leaky basement, foundation made of terracotta tubes); would be a major project to bring this back.

Some HPC comments are…..

- Commissioner Hartinger asked if:
  - this is as close to original as possible. Planner Markle said much of the exterior material is original. Mr. Simpson shared that the interior/bathrooms have been altered. Kitchen is from the 1950s.
  - the windows are original. Mr. Simpson said he is unsure. He noted the windows or doors don't operate.
- Commissioner Ehrlich said it is a classic site for the house. The architect is famous.
- Commissioner Gonka believes Criteria #3 applies.
- Commissioner Portman believes Criteria 1, 3, 4, 5, and 6 apply. He explained the owner, James Hart, is the son of Max Hart of Hart Schaffner Marx. A labor dispute resulted in the first labor union in America. Planner Markle stated the obituary of the father, Max Hart, was distributed. They noted additional material is available.

Commissioner Gonka moved that this house meets Criteria #1, 3, 4, 5, 6, and has sufficient integrity and design. Commissioner Ehrlich seconded the motion.

On a roll call vote
Voting Yea Acting Chair Greenbaum; Commissioners Ehrlich, Gonka, Hartinger, & Portman
Voting Nay: Commissioner Pines

Staff declared that the motion passed 5-1.

3. <u>Recommendation to the Plan and Design Commission/PDC Regarding a Planned Unit Development/PUD – 147 Central Avenue</u>

Planner Markle gave a presentation:

- Commission Consideration Required
- Review of Historic Record
- Summary
  - Field property
  - Significant rating in the Central East Survey from 2020
  - Gothic Revival/Italianate style
  - built c. 1875
  - architect is Highland Park Building Company
  - proposing to subdivide into two parcels
- Site Context
- Site Plan (Lot 1 & Lot 2)
- Prior PDC Consideration – January 6, 2026
  - removing driveway on Lot 2, creating driveway on Lot 1
- Photos were shown
  - 123+ square-foot setback from street

Staff asked if anyone from the public wishes to speak. The following came forward:

- Kelsey Gonzalez stated she lives across the street and noted it is part of the National Historic District. Planner Markle said this is a local landmark. Ms. Gonzalez said this is not typical. This is the oldest house in Highland Park and lived in by the second Mayor. The estate is proposed to be destroyed to preserve the home. This should be highly considered. This house is on a tour route. She doesn't want a precedent set and hopes this is not delandmarked.

Senior Planner Coleman advised this case is not regarding delandmarking.

Commissioner Ehrlich disclosed that he lives within 400' of this house. He consulted Corporation Counsel and was advised he could participate in this matter.

Staff asked if anyone in the audience wishes to speak. The following came forward:

- Tom Corning:
  - asked if one lot would not be landmarked if these parcels are subdivided. Planner Markle said Lot 2 would not be landmarked any longer.
  - asked how many dwellings could be built. Senior Planner Coleman stated one, as it is a single-building lot.
  - appreciates the owner retaining the structures. He would like an Italianate structure to keep the historic character. Mr. Corning noted the driveway is problematic.
- Jim Fraerman stated he is a former Chair of the HPC and won awards for preservation. He advised the subdivision retains the historic structures on Lot 1. Lot 2 only has the gate that is historic. Mr. Fraerman has no objection. Regarding two driveways, that would impede onto a Heritage tree. Another tree is huge. The porte cochere is on the west side of the house. He hopes the view is not compromised for neighbors. Both parcels have significant restrictions (ravine, significant buffers).

  Commissioner Ehrlich said the fence along the front of the house is also historic. Mr. Fraerman stated he doesn't know the relative integrity of the Field House.

Some HPC comments are…..

- Commissioner Ehrlich has an issue with the second driveway, as it will compromise the slope. He noted the ravine is behind the house on a sloping angle; there may be more restrictions; There is a vacant house. The landmarking could be removed later; could destroy the value of the house. It's a unique National Historic area.

  Councilmember Blumberg said there are significant restrictions that are in no Commissions' purview. There is a Steep Slope Zone/SSZ. The structures are landmarked. He explained delandmarking. The HPC cannot consider what may be built on Lot 2. The matter before the HPC is a nonbinding recommendation to the PDC.

- Commissioner Gonka asked when this property was landmarked. Senior Planner Coleman said 1985.

  Councilmember Blumberg said there was a similar circumstance. He provided background on subdividing from the other case.

- Commissioner Ehrlich asked if the HPC should be considering anything regarding this being a National Historic District. He said the other case had a second street and alley access. Councilmember Blumberg expounded on that farm house. He noted, in the end, the lot was subdivided.

- Commissioner Portman asked if that was a Historic property or in a Historic District. Councilmember Blumberg stated it was a regulated structure. Planner Markle expound on 326 Central Avenue. They noted thorough documentation was found regarding the buildings of Lot 1 on this project.
- Acting Chair Greenbaum:
    - said it is a stately house. The property attached to it enhances it. If the subdivision is allowed, it will lose the charm.
    - asked if there are a lot of trees. Planner Markle said this has nothing to do with landmarked design.

Mr. Bernstein noted this is such a large lot, it triggered a PUD. The property at 326 Central Avenue did not go through this process. This is a unique situation. The COA should have come before the HPC to add a regulated fence. Planner Markle referenced a footnote and explained same. The fence and gate were added after the property was landmarked.

Commissioner Ehrlich advised the new fence was installed as a result of the bridge for safety reasons.

Mr. Bernstein shared what was landmarked. The Resolution approved that the house was landmarked in 1985. The house and other certain area/properties (Stupey Cabin) on the land were landmarked. Subsequent to 1985, two COAs were sought for a Coach House and a Guest House. He stated there is no evidence, since 1985, that the HPC or City Council extended landmarking to Lot 2. The house and landscape design at 405 Sheridan is landmarked.

More HPC comments are…..

- Commissioner Ehrlich said there are 3-4 structures on one side. When a house is landmarked, typically a lot is as well.

  Councilmember Blumberg stated, regarding the determination at Linden & Central Avenues, the landmark was specific to the structure. It only applies typically to the structure.

- Commissioner Gonka said some people come forward themselves to landmark a house (without an attorney). The repositioning of the driveway changes the curb appeal of the land. He wondered if a permit was issued for the fence. Senior Planner Coleman said it was part of the bridge repair, so a permit was issued.
- Commissioner Ehrlich said the other case may not have set a precedent for future matters.

  Mr. Bernstein noted this is in the R4 district which has strict zoning. He expounded on the overlay zone, etc. The two lots are almost 90,000 square feet; no lot is similar, so it won't create a precedent. They are complying, and this is consistent with the Master Plan. Mr. Bernstein stated a shared driveway is problematic. The site plan was illustrated, and the setback was discussed. He noted they considered having 3 lots on this property. The existing home has an $80,000 tax bill. This limits the home sale. Subdividing will create interest in marketing the home for sale; more attainable. They want to see it maintained.

- Commissioner Gonka said that would give a current concession to the owner.
- Commissioner Ehrlich said an argument could be made that the lot, as is, could be more saleable. Mr. Bernstein shared they are trying to make Highland Park better.

- Commissioner Portman commented the driveway is not the only thing that's important. He read the Ordinance in 1985 (4 houses, Stupey Cabin; subject properties). Mr. Bernstein reminded the PDC is seeking the HPC's advisory opinion. He noted code language in 1985 may have been used interchangeably.
- Acting Chair Greenbaum asked, and Planner Markle said the PDC should discuss the driveway.
- Commissioner Portman asked if the driveway could be shared. Mr. Bernstein said the existing driveway will serve Lot 1, and a new driveway will be built on Lot 2.

  Councilmember Blumberg remarked his function as a Liaison is to bring policy to the HPC.

- Commissioner Ehrlich believes they need to review the entire estate.

Mr. Greg Moyer, Founder with Moyer Properties, stated the owner doesn't live in the home. It's been on the market for a year. People love the property. It's not saleable. This is a reasonable way to market a house that is historic. One can barely see the other lot. It could sit there for another year.

Additional HPC comments are…..

- Commissioner Portman said this is a Historic Preservation Commission (created in 1985). When he walks east on Central Avenue, the house has unbelievable characteristics. What strikes him is the estate; preserving the entirety of the lot. He would vote no to subdivide based on the merits before the HPC.
- Commissioner Gonka said the entire property/PIN # was landmarked. Subdividing and moving the driveway changes that. The shape of the driveway and fence is historic.
- Commissioner Portman concurred and would like to preserve the property. He would like to see a shared driveway that splits off to both houses.
- Commissioner Pines is not bothered by the relocation of the driveway. If being more affordable makes it saleable, he is for it. An architectural effort needs to occur on the new house. He would like to see the lot line move further to the east.
- Commissioner Ehrlich thought initially the house would be too close to the lot line. He is unsure what would enhance this. It is more valuable as one large estate. A singular driveway is not as saleable. Commissioner Ehrlich is opposed to disturbing the driveway, etc. The other aspects need to be considered.
- Commissioner Hartinger believes there are good things and bad things on both sides.

Commissioner Gonka asked if a motion should be crafted that a subdivision would have a significant impact on the historic nature of the site. Mr. Bernstein read the Staff Report, and noted a Planning Report is the next step. Councilmember Blumberg asked that anyone who speaks gets recognized by the Chair. Senior Planner Coleman clarified what the motion should be.

Commissioner Gonka moved that the subdivision of the lot would significantly impact the historical significance of the property at 147 Central Avenue based on the historic fence, columns that make-up the gate, relocation of the new driveway and its impact of the curb appeal, and the growing density of the lot. Commissioner Ehrlich seconded the motion.

On a roll call vote

Voting Yea Acting Chair Greenbaum; Commissioners Ehrlich, Gonka, Hartinger, Pines, & Portman

Voting Nay: None

Staff declared that the motion passed unanimously.

4. Preliminary Consideration of Partial Landmark Designation Removal – 147 Central Avenue

Planner Markle offered a brief presentation:

- Partial Landmark Removal of Lot 2
- Summary of Application
- Site Plan, Photos were shown (no structures; driveway/gate)
- Prior Designation
- Recommendation

Ms. Julia Jonas, Historian, noted she was a docent at this house in 2016. She provided history (pineapple on gate post, owner was a gentleman farmer, had two bedrooms, circular driveway so horses could go forward). This Field House and 4-acre property was placed on the Chicago Watch List. The property slopes down with a view of the ravine. The house may have been built in 1870.

Mr. Bernstein explained this should be considered as if the subdivision occurred. Historic features are located on Lot 1, not on Lot 2. Criteria wouldn't apply to Lot 2; vacant lot.

Some HPC comments are…..

- Commissioner Ehrlich said the HPC could wait until it is known if the lots will be subdivided; it's a hypothetical. Planner Markle said Staff was advised by Corporation Counsel that it is appropriate to discuss both issues together. Mr. Bernstein said they were directed by Staff & Corporation Counsel to bring this forth as the process.
- Acting Chair Greenbaum said, due to keeping the lot as one estate, this is not worth the discussion. Senior Planner Coleman said an Application was submitted and must be reviewed for Lot 2.

  Councilmember Blumberg said, procedurally, decisions could occur. He noted the options are to delandmark Lot 2, not to delandmark Lot 2, or if there is no motion at all, the matter would fail. Planner Markle said this action ends with the HPC (and does not go to City Council) if the Commission does not recommend landmark removal.

Staff asked if there is anyone in the audience who wishes to speak on this matter. The following came forward:

- Kelsey Gonzalez asked why there are two motions. She doesn't understand the logic. If it was deemed this should not be subdivided, how can delandmarking occur? Ms. Gonzalez noted the Lakefront landmark would be destroyed.

Commissioner Pines moved to continue this matter to the next HPC meeting. Commissioner Portman seconded the motion.

On a roll call vote

Voting Yea Acting Chair Greenbaum; Commissioners Ehrlich, Gonka, Hartinger, Pines, & Portman

Voting Nay: None

Staff declared that the motion passed unanimously. A report will be drafted and the HPC's recommendation would be submitted to the PDC. The potential delandmarking issue will be discussed at the next HPC meeting.

Commissioner Gonka shared this is a back-door attempt to get a lot subdivided. It is grossly unfair to put these issues together.

Acting Chair Greenbaum said making a decision on a hypothetical is a slippery slope; back-door approach. She is having a hard time wrapping her head around this.

Councilmember Blumberg advised Corporation Counsel could attend the next HPC meeting.

5. Resolution Recommending Ways to Encourage Historic Preservation

Planner Markle asked for feedback on the report. Commissioner Portman likes the memo and asked what next steps are. Planner Markle replied if City Council asks for actions, this will come back to the HPC for embellishments.

Commissioner Hartinger moved to adopt Resolution #2026-001. Commissioner Gonka seconded the motion.

On a roll call vote

Voting Yea: Acting Chair Greenbaum; Commissioners Ehrlich, Gonka, Hartinger, Pines, & Portman

Voting Nay: None

Staff declared that the motion passed unanimously.

DISCUSSION ITEMS

There were no Discussion Items.

BUSINESS FROM THE PUBLIC

There was no Business from the Public.

OTHER BUSINESS

1. Administrative Determination of Historic Significance – 1770 Heather Lane

Planner Markle advised there was a fire and demolition was requested.

2. Next Regular Meeting is Scheduled for February 12, 2026

It was noted the next regular HPC Meeting is scheduled for February 12, 2026.

STAFF REPORT

Planner Markle asked that the Organizational Disclosement Form be completed and submitted by January 16, 2026.

They noted a Code Amendment would be presented at the next HPC meeting due to an error.

ADJOURNMENT

Commissioner Pines moved to adjourn at 9:29 p.m. Commissioner Gonka seconded the motion.

On a voice vote
Voting Yea Acting Chair Greenbaum; Commissioners Ehrlich, Gonka, Hartinger, Pines, & Portman
Voting Nay: None

Staff declared that the motion passed unanimously.

Respectfully Submitted,

Gale Cerabona
Recorder

MINUTES OF A REGULAR MEETING ON DECEMBER 11, 2025, WERE APPROVED WITHOUT CORRECTIONS.

MINUTES OF A REGULAR MEETING
HISTORIC PRESERVATION COMMISSION
OF THE CITY OF HIGHLAND PARK, ILLINOIS

MEETING DATE: Thursday, March 12, 2026

MEETING LOCATION: Council Chambers, City Hall, 1707 St. Johns Avenue, Highland Park, IL

CALL TO ORDER

At 6:33 p.m., Chairperson Weeder called the meeting to order. This Commission meeting takes place on-site. Staff was asked to call the roll. She requested a 10-minute break so Commissioners may read handouts just presented.

Commissioner Gonka arrived at 6:38 p.m.

ROLL CALL

Commissioners Present: Chairperson Weeder; Commissioners Ehrlich, Gonka, Greenbaum, Hartinger, Pines, & Portman

Councilmember Absent: Blumberg

Student Council Present: Cooper Baum

Student Council Absent: Gabi Goldstein, Amelia Koslow

Staff declared that a quorum was present.

Staff Present: Fontane, Coleman, & Markle

Guests Present: Ken & Marcia Kotula/Petitioner, Owners
Kim Schliesmann/Petitioner, Owner
Thomas Hiller and Peijian Sun/ Petitioner, Owner
Cal Bernstein, Attorney/Samuels & Bernstein

Others Present: Gale Cerabona, Recorder

APPROVAL OF MINUTES

Regular Meeting of the Historic Preservation Commission – February 12, 2026

Commissioner Pines moved to approve the regular meeting minutes of February 12, 2026. Commissioner Greenbaum seconded the motion.

On a voice vote
Voting Yea Chairperson Weeder; Commissioners Ehrlich, Gonka, Greenbaum, Hartinger, Pines, & Portman
Voting Nay: None

Staff declared that the motion passed unanimously.

Planner Markle advised that copies of public letters are available (specifically two letters from Mr. Cal Bernstein, Attorney with Samuels & Bernstein, for the case at 147 Central Avenue).

SCHEDULED BUSINESS

Commissioner Ehrlich suggested the last three items be moved up on the agenda. Chairperson Weeder concurred, and the order was rearranged.

1. Final Consideration of Landmark Nomination – 818 Hill Street

Planner Markle offered a presentation:

- Not Surveyed
- Tudor style with Swedish Folk elements
- Builder & Architect is Harry Bengston
- Landmark Designation Process
- Elevations were shown
- Previous Consideration (from the February 12, 2026, HPC meeting)
- Findings of Fact
- Landmark Criteria
- Recommendation

Commissioner Portman moved to recommend a Landmark Nomination to City Council. Commissioner Ehrlich seconded the motion.

On a roll call vote

Voting Yea: Chairperson Weeder; Commissioners Ehrlich, Gonka, Greenbaum, Hartinger, Pines, & Portman

Voting Nay: None

Staff declared that the motion passed unanimously.

2. Preliminary Consideration of Landmark Nomination – 670 De Tamble Avenue

Planner Markle offered a presentation:

- Landmark Designation Process
- Arthur Vetter House
- Tudor style
- Built in 1928
- Builder is Arthur Vetter
- Contributing Structure in the 2006 Bob O'Link survey
- Elevations were shown
- Notable Architectural Features
- Tudor-style Characteristics
- Arthur & Mabel Vetter
- Daniel Vetter
- Chain of Title
- Alteration History (before & after photos were shown)
- 2003-2004 Preservation Award Winner

- Landmark Criteria
- Recommendation

Mr. Ken Kotula, Petitioner, stated the house is nearing 100 years of age. He explained the revisions. The implanted stone and brick work (and stucco) fit more into a Cotswold-hybrid cottage. The neighbor, Lisa Temkin, brought a letter (from after their fire occurred in 2008; previously addressed as 556) which was distributed. The Kotula's love the house and raised their family there. The house was built October 28, 1928. Mr. Kotula noted this house deserves a landmark nomination. It has been repaired and enhanced.

Some HPC comments are:

- Commissioner Ehrlich would like a picture taken of the letter, so it is in the record.
- Commissioner Portman appreciates the owners honoring the house.
- Chairperson Weeder said this house is charming, well-composed, detailed and worthy of Criteria 1, 3, 4, & 6.
- Commissioner Portman:
    - referenced the differences. Commissioners stated the dormer & French doors were added. He noted a typo.
    - stated the owners, son & father Arthur & Daniel, are significant. The house won the Preservation award. He asked, and Planner Marke said Bob O'Link has historic homes in that survey area.

Chairperson Weeder asked if anyone in the audience wishes to speak. There was no one.

Commissioner Greenbaum moved that this meets Criteria 1, 3, 4, & 6; has sufficient integrity of design; and is recommended for a Preliminary Consideration of Landmark Nomination. Commissioner Ehrlich seconded the motion.

On a roll call vote

Voting Yea Chairperson Weeder; Commissioners Ehrlich, Gonka, Greenbaum, Hartinger, Pines, & Portman

Voting Nay: None

Staff declared that the motion passed unanimously.

3. <u>Preliminary Consideration of Landmark Nomination – 273 Sheridan Road</u>

Planner Markle offered a presentation:

- Landmark Designation Process
- Marshall Johnson House
- Significant rating in the 2003 Braeside survey
- French Eclectic style
- Built in 1935
- Architect & Builder are unknown
- Marshall Johnson
    - Notable landscape architect
    - Trained and worked under Jen Jensen
    - Jen Jensen's son-in-law
- Elevations were shown

- Aerial view was illustrated
- Notable Architectural Features
- French-Eclectic style Characteristics
- Chain of Title
- Alteration History
- Landmark Criteria
- Recommendation

Chairperson Weeder asked if anyone from the public wishes to speak. The following came forward:

- Lisa Temkin gave a brief history.

Ms. Kim Schliesmann, Petitioner, advised they are the third owner and were taken by this house. The outside will remain the same. An architectural, Belmont-style, shingle roof is slated to exactly match. The inside is amazing. There is a piece of stained glass (3x4 from the World's Fair) mounted in the inside. The paving stones might have been a gathering circle. Perhaps students could recreate the yard (via a program). They wish to protect this house. There is no water damage and is in remarkable shape.

Commissioner Portman shared the University of Illinois has local extension offices.

Chairperson Weeder asked if anyone in the audience wishes to speak. The following came forward:

- Mary Seyfarth stated Marshall Johnson is the designer of the Rose Garden.

Commissioner Portman asked, and Planner Markle said, regarding Criteria 7, the HPC may want to consider this as a significant corner lot.

Commissioner Greenbaum moved that Criteria 1, 3, 4, 5, 6, & 7 are met. This house has sufficient integrity, and the HPC wishes to adopt a Preliminary Landmark Nomination. Commissioner Ehrlich seconded the motion.

On a roll call vote
Voting Yea Chairperson Weeder; Commissioners Ehrlich, Gonka, Greenbaum, Hartinger, Pines, & Portman
Voting Nay: None

Staff declared that the motion passed unanimously.

4. <u>Review of Written Report to the Plan and Design Commission regarding Planned Development – 147 Central Avenue</u>

Planner Markle offered a brief presentation:

- HPC is required to give a recommendation to the PDC
- Prior HPC Consideration on January 8, 2026
    - a report was summarized by Staff
- Recommendation

Senior Planner Coleman read the first part of the memo on Page 10. Planner Markle said the report goes into more detail.

Chairperson Weeder said this is an unusual situation, as the attorney wrote a letter that the HPC is not competent to discuss/vote. Discussion took place on the two agenda items relating to this matter.

Commissioner Ehrlich said the HPC is being asked to address something based on the facts on the ground at the time of the ruling (as they presently exist). The historic designation was made as one property. The property line exists where it was designated. It is not currently subdivided. This is Monticello in Highland Park. He has seen nothing that gives the HPC the power to do this. The HPC should do nothing on this. A COA is needed. Commissioner Ehrlich can't believe he is being threatened with a constitutional amendment. The HPC will make a recommendation/motion that the designation remains, and the HPC or City Council don't have the authority to change that. He is upset he was never given the design commission document. What is relevant is an attorney made a comment that a $2,500 public benefit/donation would be given.

Director Fontane said there are two applications before the HPC. Part of the PDC's purview is to decide several things. The HPC is being consulted. He expounded on the process.

Some HPC comments are…..

- Commissioner Portman is not in favor of agreeing to the second point in the drafted written recommendation.
- Commissioner Gonka said building on the lot affects the landmark designation.

  Director Fontane reminded the size of this property triggers a Planned Development. The Planned Development process does not remove a landmark designation.

- Commissioner Ehrlich expressed that Corporation Counsel hasn't said the HPC cannot operate without facts on the ground. He feels a joint meeting should take place with the PDC.

  Senior Planner Coleman explained the PDC process and request for input from the HPC.

- Chairperson Weeder believes the bullet points on drafted written recommendation are well considered. She'd like it to be more specific (on restrictive yard setbacks….). Director Fontane explained same. Chairperson Weeder would like to have more time to study this.

  Director Fontane said this is not a conversation between two Commissions. It is a request to obtain the HPC's vantage point.

- Commissioner Portman would like to add on the second part of the written recommendation……allowing any structure to be built on Lot B will create more density on the existing estate. Planner Markle said this is noted and read same.
- Commissioner Ehrlich concurred.
- Commissioner Gonka would like to add information on the COA even if it's redundant.

Commissioner Gonka moved to continue this matter to add more research as per this discussion tonight. Commissioner Ehrlich seconded the motion. Commissioner Gonka amended the motion that this be continued to a date in April. Commissioner Ehrlich accepted the amendment.

On a roll call vote

Voting Yea Chairperson Weeder; Commissioners Ehrlich, Gonka, Greenbaum, Hartinger, Pines, & Portman
Voting Nay: None

Staff declared that the motion passed unanimously.

5. Continuation of Partial Landmark Removal – 147 Central Avenue

Planner Markle offered a presentation:

- Prior HPC Consideration
- Summary of Application
- Photos were shown
- Prior Designation
- Recommendation

Mr. Bernstein, Attorney with Samuels & Bernstein, shared the PDC has discussed nothing further at this time, as it awaits input from the HPC. It was noted subdivision relief is being requested; is a through lot.

Chairperson Weeder asked if anyone from the public wishes to speak. The following came forward:

- Kelsey Gonzalez referred to her extensive comments. She would like the HPC to have its own language on the previous matter. Ms. Gonzalez stated….what is binding is this item (landmark removal). She read excerpts from her letter. The HPC is here to protect Highland Park residences. Other entities went through an extensive review. It is ridiculous that the City wouldn't protect this, as it's a public treasure. If this occurs, Highland Park's preservation program preserves nothing.

  Commissioner Gonka expressed that while the whole process is confusing the items discussed are relevant. Planner Markle explained the footnote. Corporation Counsel drafted the Resolution. Director Fontane said what's in the packet is a draft.

- Tom Corning defers to Ms. Gonzalez, as she is more invested and closer to the property. He concurs with Ms. Gonzalez. Calling this Monticello is an appropriate measure. The Central Street Bridge is large, trees were removed. Mr. Corning likes that input from the PDC and HPC is being sought. He thanked the HPC. Mr. Corning would like to see the landmark removal item be thrown away. He is sensitive that this is a burden. Mr. Corning would like to see serious FAR, bulk restrictions, etc., be put in place. There is not an Appearance Review Commission for any property. It is important, architecturally, that neighbors don't see a black box. It is a prime property. To make this a palatable venture, he would like to see comments, restrictions, and conditions applied.

  Director Fontane expounded on the process.

Some HPC comments are…..

- Commissioner Gonka said the gate is not on the property. A little bit of a fence is. It was stated this meets Criteria 3 & 7.
- Commissioner Ehrlich believes this should be continued, dovetailed with the previous agenda item.
- Commissioner Gonka said there isn't anyone from the public who wants to see this subdivided. The Commission is knowledgeable about the Criteria and can consider the Criteria. There is no question that the lot meets at least two Criteria. Commissioner Greenbaum concurred.
- Commissioner Gonka said the Commisison is confident in their ability to assess a Landmarked parcel.

- Commissioner Portman believes Criteria 4 is met.
- Commissioner Ehrlich believes Criteria 2 is met.
- Commissioner Greenbaum believes Criteria 1 is met. Commissioners Pines and Ehrlich concurred.
- Commissioner Pines doesn't believe Criteria 2 applies. More information is needed.

Commissioner Gonka moved to find that Lot B located at 147 Central Avenue does satisfy Landmark Criteria 1, 3, 4, & 7, does have sufficient integrity of design, and recommends City Council not adopt a Landmark Removal ordinance.
Commissioner Greenbaum seconded the motion.

On a roll call vote
Voting Yea Chairperson Weeder; Commissioners Ehrlich, Gonka, Greenbaum, Hartinger, Pines, & Portman
Voting Nay: None

Staff declared that the motion passed unanimously.

DISCUSSION ITEMS

1. 2026 Preservation Month Events

Planner Markle advised that Staff recommends a Walking Tour/Open House of The Highlands. Senior Planner Coleman said this would be confirmed tomorrow with City Management. Commissioner Pines asked, and Senior Planner Coleman replied this would be in place of the Bicycle Tour. Commissioner Ehrlich would like to invite Jean Sogin due to her vast knowledge. Everyone agreed this would be a great event.

Student Council Baum departed the meeting at 9:34 p.m.

Planner Markle advised the event for the Preservation Awards would be at the Willets House on May 7, 2026, at 6:30 p.m. The deadline for nominations is April 1, 2026.

BUSINESS FROM THE PUBLIC

There was no Business from the Public.

OTHER BUSINESS

1. Next Regular Meeting is Scheduled for April 15, 2026

It was noted the next regular HPC Meeting is scheduled for April 15, 2026.

STAFF REPORT

There was no Staff Report.

ADJOURNMENT

Commissioner Gonka moved to adjourn at 9:41 p.m. Commissioner Hartinger seconded the motion.

On a voice vote
Voting Yea Chairperson Weeder; Commissioners Ehrlich, Gonka, Greenbaum, Hartinger, Pines, & Portman
Voting Nay: None

Staff declared that the motion passed unanimously.

Respectfully Submitted,
Gale Cerabona, Recorder

MINUTES OF A REGULAR MEETING ON FEBRUARY 12, 2026, WERE APPROVED WITHOUT CORRECTIONS.

MINUTES OF A SPECIAL MEETING
HISTORIC PRESERVATION COMMISSION
OF THE CITY OF HIGHLAND PARK, ILLINOIS

MEETING DATE: Wednesday, April 15, 2026

MEETING LOCATION: Council Chambers, City Hall, 1707 St. Johns Avenue, Highland Park, IL

CALL TO ORDER

At 6:35 p.m., Chairperson Weeder called the meeting to order. This Commission meeting takes place on-site. Staff was asked to call the roll.

ROLL CALL

Commissioners Present: Chairperson Weeder; Commissioners Ehrlich, Gonka, Greenbaum, Hartinger, Pines, & Portman

Councilmember Present: Blumberg

Student Council Absent: Cooper Baum

Student Council Present: Gabi Goldstein

Staff declared that a quorum was present.

Staff Present: Coleman & Markle

Guests Present: Cal Bernstein, Attorney/Samuels & Bernstein

Others Present: Gale Cerabona, Recorder

APPROVAL OF MINUTES

Chairperson Weeder stated she received a request to move the Approval of Minutes until later in the meeting and will carry out that request.

SCHEDULED BUSINESS

1. <u>147 Central Avenue – Review of Written Report to the Plan & Design Commission regarding Planned Development</u>

Planner Markle offered a presentation:

- Commission Consideration Required
- Prior HPC Consideration – January 8, 2026
- Recommendation

Mr. Cal Bernstein, Attorney, thanked the HPC for having a Special Meeting, so this matter can move forward.

Chairperson Weeder asked if anyone in the audience wishes to speak. There was no one.

Planner Markle shared information on nearby properties and illustrated a graph of same.

Some HPC comments are…..

- Commissioner Pines:
  - asked if these are actual or zoning setbacks. Planner Markle said this is existing streetscape information.
  - expressed, regarding the Cornelius House, a 45' setback from the lot line to the house.
  - discussed the massing, scale, and proportionality.
  - said Lot 2 could potentially be 12' from the lot line; this could be very negative if something was built.
  - stated the HPC would like to see this property preserved and not disappear.
- Chairperson Weeder:
  - referenced the house at 175 Central Avenue; a huge difference in side yards (from the proposed property at 147 Central Avenue). Planner Markle verified the table indicates the site plan attachment.
  - said she would mirror the existing to the lot line. Planner Markle said that would be 68'.
- Commissioner Hartinger asked, and Planner Markle noted the restrictions/requirements (for new construction).
- Commissioner Greenbaum identified a wraparound porch on the east side. Her concern is, when it was designed, it was intended to see the east view.

  Councilmember Blumberg said, when one engages on what the owners can see, that speaks to the interior. This exceeds the purview of the HPC. He is referring to the distances between the houses. It's an air and light issue; a Plan & Design issue.

- Commissioner Ehrlich believes the entire property should be preserved. The HPC's role should not be to give guidance to the PDC. He cares about people walking past this house and noticing the oldest and most majestic house in Highland Park. Anyone wishing to change that should present to the HPC. The draft written recommendation doesn't reflect his viewpoint. The property has changed (since the bridge). Perhaps the easement, setbacks have changed.

  Senior Planner Coleman noted the Draft Report recommends denial, etc.

  Commissioner Ehrlich said there could be hypotheticals.

- Commissioner Portman said he felt all along that the HPC's recommendation should stand on its own. He would like to see no provisions after the fact.
- Commissioner Hartinger said the HPC can't control what the PDC does. He discussed if the lots become separated.
- Commissioner Portman said it was determined that it is still a protected property. Increasing the front setback is important.

  Senior Planner Coleman needs to review COAs. He noted there are 14 standards for construction. The COA standards don't regulate setbacks.

- Chairperson Weeder said, if the HPC takes Commissioner Ehrlich's stand, the HPC is taking the perfect over the practical. She recommends the side yard be increased between 147 & 175 Central Avenue from 12' to 45-50', and reminded this is a nonbinding recommendation.

- Commissioner Pines asked if the recommendation should be skimmed.

  Councilmember Blumberg suggested keeping the recommendations within the purview of what the PDC is requesting. He expounded.

- Commissioner Greenbaum reiterated, when it was designed, the view was meant to be there. To make this more practical, and because taxes are outrageous, she feels a setback should be assigned, so this estate could have a lake view. Though the HPC is against separating the lots, she wonders if recommendations should be given. Senior Planner Coleman said this is the HPC's opportunity.
- Commissioner Hartinger asked if there have been situations where if a lot is split, the HPC gave recommendations on what to look for. Senior Planner Coleman stated there haven't been instances.

  Councilmember Blumberg said, if the lot is subdivided, that requires the Petitioner to come back. The new lot is not automatically de-landmarked. He expounded.

- Chairperson Weeder asked about de-landmarking. Planner Markle found the HPC did not recommend landmark removal. If split, Lot B would still be landmarked.
- Commissioner Ehrlich:
  - asked if a COA was granted without a plan. He stated it is not the HPC's place to give guidance. It could be given when a COA is presented to the HPC. Planner Markle reminded the PDC wants the HPC's guidance and direction.
  - said, if a COA is to be given, a plan must be submitted. He doesn't want to mislead anyone by suggesting various numbers of feet.

  Councilmember Blumberg said the HPC is not being asked to say anything about a COA. He reminded the HPC is being asked to give a recommendation with any restrictions, suggestions. Councilmember Blumberg said, if this property is not subdivided, someone could present a plan on the un-subdivided area. Limitations could be placed on the lot.

- Chairperson Weeder mentioned the crux of the issue is noted at the end of the Staff Report. She expounded on parameters.
- Commissioner Pines concurred.

Commissioner Gonka arrived at 7:41 p.m.

- Commissioner Ehrlich would like the HPC to review the 14 criteria and noted, this matter could be continued.
- Commissioner Pines said the restrictions are not as grave as Commissioner Ehrlich is making them out to be.
- Commissioner Hartinger said the Staff Report covers 98% of the HPC's view. Setback issues could be added.
- Commissioner Portman concurred with the exception of the specification from the HPC. It was stated Staff intended to include the second 3-page nonbinding recommendation.
- Chairperson Weeder named the specific areas to address and suggested moving the discussion toward that. It's about the experience of the public viewing this.

Chairperson Weeder asked if anyone in the audience wishes to speak. There was no one.

Senior Planner Coleman summarized the additional 50' is a new point to add.

More HPC comments are…..

- Commissioner Gonka asked:
  - about the process. Planner Markle explained same.
  - what the HPC is actually saying regarding 50' in addition to 12'. Planner Markle explained same.
- Commissioner Pines said Lot 2 is approximately 90,000 sq. ft.; over 2 acres. The amount that's buildable is likely 25,000-30,000 sq. ft.; a robust footprint. The site plan has to be handled artfully.

Councilmember Blumberg suggested the two other agenda items be given attention at this time, as the public may wish to speak on those.

2. 670 De Tamble Avenue – Final Consideration of Landmark Nomination

Planner Markle offered a presentation:

- Summary
- Arthur Vetter House
- Tudor style
- Built in 1928
- Landmark Designation Process
- Previous Consideration
- Findings of Fact
- Landmark Criteria
- Recommendation

Commissioner Greenbaum moved that this meets Criteria 1, 3, 4, & 6; has sufficient integrity of design; and recommends City Council adopt a Landmark Designation Ordinance. Commissioner Gonka seconded the motion.

On a roll call vote

Voting Yea Chairperson Weeder; Commissioners Ehrlich, Gonka, Greenbaum, Hartinger, Pines, & Portman

Voting Nay: None

Staff declared that the motion passed unanimously.

3. 273 Sheridan Road – Final Consideration of Landmark Nomination

Planner Markle offered a presentation:

- Previous Consideration
- Marshall Johnson House
- Significant rating in the 2003 Braeside survey
- French Eclectic style
- Built in 1935
- Findings of Fact
- Landmark Criteria
- Additional Information

- architect is William Betts who designed 18 homes in Highland Park
- elevations of those homes were shown

- Recommendation

Commissioner Greenbaum moved that Criteria 1, 3, 4, 5, 6, & 7 are met. This house has sufficient integrity of design. The HPC wishes to adopt a Landmark Designation recommendation and the drafted Findings of Fact and Planning Report with new information about Marshall Johnson & William Betts added. Commissioner Gonka seconded the motion.

On a roll call vote
Voting Yea Chairperson Weeder; Commissioners Ehrlich, Gonka, Greenbaum, Hartinger, Pines, & Portman
Voting Nay: None

Staff declared that the motion passed unanimously.

Back to…..

1. <u>147 Central Avenue – Review of Written Report to the Plan & Design Commission regarding Planned Development</u>

Chairperson Weeder reminded the HPC was discussing setbacks and reducing bulk.

Commissioner Ehrlich asked, and Planner Markle said the site plan was the only thing submitted. They stated the PDC is waiting for the HPC.

Mr. Bernstein said, as far as he knows, nothing's been designed for this property. He noted the potential buyer for Lot B has retained James Fraerman, Principal at Fraerman Associates Architecture, who is well versed on the HPC's view and the 14 standards. Fraerman has served on HPC in the past.

Final HPC comments…..

- Commissioner Pines summarized that setback and height information be added to the Staff Report.
- Commissioner Gonka maintained that 80' is not enough and said whatever is built shouldn't be taller than the existing house; side setback should be 100' from the proposed lot line.
- Commissioner Greenbaum maintains that a more restrictive front yard setback would maintain the Lot 1's view.
- Commissioner Ehrlich maintains that the HPC should not include conditions of approval in written report.
- Commissioner Pines believes that is excessive; 80' would meet the same objective.

Commissioner Pines moved to approve the written report presented by Staff with the changes:

- to increase the west side-yard setback to 80' for Lot 2
- require that the height of a new structure not exceed that of the Cornelius Field home

Commissioner Portman seconded the motion.

On a roll call vote
Voting Yea Chairperson Weeder; Commissioners Hartinger, Pines, & Portman

Voting Nay: Commissioners Ehrlich, Gonka, & Greenbaum

Planner Markle declared that the motion passed 4-3. Planner Markle advised they will attend the PDC meeting.

Mr. Bernstein reminded HPC Commissioners cannot discuss this at the PDC meeting due to the Open Meetings Act.

Councilmember Blumberg said speaking separately is contrary to what the HPC, as a whole, has put forth.

Back to…..

APPROVAL OF MINUTES

Regular Meeting of the Historic Preservation Commission – March 12, 2026

Commissioner Gonka expressed that the HPC did an incredible job on the motions at the last meeting. Chairperson Weeder thanked Gale Cerabona, Recorder; Planner Markle, and Senior Planner Coleman for the incredible job they've been doing.

Commissioner Gonka moved to approve the regular meeting minutes of March 12, 2026. Commissioner Greenbaum seconded the motion.

On a voice vote

Voting Yea Chairperson Weeder; Commissioners Ehrlich, Gonka, Greenbaum, Hartinger, Pines, & Portman

Voting Nay: None

Staff declared that the motion passed unanimously.

DISCUSSION ITEMS

1. 2026 Preservation Awards

Planner Markle reminded the event for the Preservation Awards is at the Willits House on May 7, 2026, at 6:30 p.m. They noted sparkling water is being provided. Snacks are welcome. Nominations are posted. Judges made a decision on the winners. Chairperson Weeder offered to bring snacks.

BUSINESS FROM THE PUBLIC

There was no Business from the Public.

OTHER BUSINESS

1. Next Regular Meeting is Scheduled for May 14, 2026

It was noted the next regular HPC Meeting is scheduled for May 14, 2026.

STAFF REPORT

There was no Staff Report.

ADJOURNMENT

Commissioner Greenbaum moved to adjourn at 8:34 p.m. Commissioner Portman seconded the motion.

On a voice vote
Voting Yea Chairperson Weeder; Commissioners Ehrlich, Gonka, Greenbaum, Hartinger, Pines, & Portman
Voting Nay: None

Staff declared that the motion passed unanimously.

Respectfully Submitted,

Gale Cerabona
Recorder

MINUTES OF A REGULAR MEETING ON MARCH 12, 2026, WERE APPROVED WITHOUT CORRECTIONS.

WRITTEN TESTIMONY TO
HISTORIC PRESERVATION COMMISSION

January 8, 2026

Case No. PUD-2025-00081 - 147 Central Avenue

Commissioners and Council Members, My name is Kelsey Gonzalez, a resident of Highland Park. **I'm writing to oppose the de-landmarking of Lot 2 and, more fundamentally, to oppose the underlying subdivision that necessitates it.**

But first, I must address a procedural matter that threatens the legitimacy of tonight's meeting.

THE NOTICE PROBLEM

I live within 250 feet of 147 Central Avenue. I received **NO certified mail** of public hearing regarding this request. Perhaps it was sent; I don't know because I never received it. I know that two of my neighbors did.

The only posted notice the general public got was a fence sign somewhere around the middle of December that gave a name and phone number to call with no hearing date specified. There was no notice posted prominently in City of Highland Park communications and none on the website that I could find until after December 30. It seems a notice was published in the newspaper, which one, I'm not clear. I, like most of the public, do not keep up with small newspaper notices, much less those published in the Breeze-Courier in downstate Illinois, which is where notice of the Central Avenue Bridge project was published.

This is **Highland Park's oldest house**. A **40-year landmarked property**. A **National Register contributing property**. And the public got a fence sign during the busy holiday season.

Let me be clear about what you are being asked to approve:

THE PROPERTY:

- Built 1875 by Cornelius Field, Highland Park's second mayor
- **The oldest residence in Highland Park**
- Locally landmarked since 1985; over 40 years of protection
- **Contributing property to National Register-listed historic district**
- 4.10 acres intact on original lot since the 1870s

• In a national recognized historic area the Historic Preservation Plan describes as properties that ***were never subdivided.***

THE REQUEST:

The applicant wants to:

1. Subdivide this 4-acre estate into two 2-acre lots
2. De-landmark the newly created Lot 2
3. Allow for the potential to build up to a 15,000- square foot house on the de-landmarked lot
4. Destroy the historic estate character forever

THE JUSTIFICATION:

The property has been apparently vacant 5 years (a point I question given that I live across the street) and marketed for 1 year without success. Therefore, the applicant claims, subdivision is necessary to ***preserve*** the landmark.

Let that sink in: A landmarked estate that has been intact for 150 years must be subdivided to be *preserved.*

WHY THIS IS WRONG

1. NATIONAL REGISTER STATUS WAS OMITTED

The application makes **NO mention** that 147 Central is a contributing property to a National Register-listed historic district.

In May 2019, the Federal Highway Administration prepared Section 106 documentation for the Central Avenue Bridge replacement. That document **explicitly states** that Highland Park committed to ***avoid adverse effects to this historic Linden-Bell-Park Avenues district, including the contributing property at 147 Central Avenue;***

The federal government determined this property worthy of protection from adverse effects caused by a bridge replacement *across the street*. Now Highland Park proposes to approve subdivision that causes **far more severe** adverse effects.

2. LANDMARK DESIGNATION SHOULD PROTECT LOT CONFIGURATION

When Highland Park landmarked this property in 1985, what was being protected? Just the building? Or the building ***in its historic estate setting***?

Modern preservation standards are clear: historic properties include their spatial relationships, landscape settings, and lot configurations. You cannot preserve a Victorian estate by keeping the house and destroying the estate.

I believe the real reason the applicant is requesting two driveways is because it **allows for de-landmarking the historic posts and driveway** that are part of the estate and currently protected, therefore facilitating the subdivision request.

3. THE PRESERVATION THROUGH SUBDIVISION ARGUMENT IS ABSURD

The applicant argues subdivision is necessary to make the property marketable. But:

• Approximately one year of marketing is **brief** for a unique estate property
• Marketing difficulty is **not economic hardship**
• Preservation easements, extended marketing, alternative uses, real estate tax amendments…**none appear to have been explored**

If marketing difficulty justifies subdivision, then **every landmark** facing a slow market becomes a subdivision candidate. Landmark designation becomes meaningless.

4. THE DE-LANDMARKING REQUEST IS CIRCULAR LOGIC

The applicant says:
• Subdivide the landmark
• The new lot has no historic structures
• Therefore, de-landmark it
• Allow build of a huge house on it without needed preservation review
• The **lakefront landmark** setting is destroyed

This HPC is being asked to approve the ***consequence*** of subdivision while another body approves the subdivision itself. Neither body evaluates the **combined impact**.

THE PRECEDENT

Highland Park has **76 local landmarks** and **163 National Register contributing properties**.

If you approve this subdivision and de-landmarking, you establish that:

• Landmark designation protects buildings but not settings
• National Register status is meaningless
• Marketing difficulty justifies circumventing preservation

• Lot configurations receive no protection

Every landmark on a large lot becomes a subdivision candidate. The estate-scale character Highland Park claims to value will be **systematically dismantled** through incremental decisions, each seeming reasonable decision made in isolation.

THE PATTERN

Two years ago, Highland Park demolished the Central Avenue Bridge. **Same street. Same ravine. Same National Register district.**

That bridge was allowed to be demolished based on incorrect documentation listing it as built in 1935 instead of what the City's own council meeting minutes record as 1907-1908. Dozens of trees were felled. Community opposition was documented but ignored. A two-lane highway compliant bridge with minimal historic features was built a block away from the edge of a bluff. **This HPC approved it.**

Now, several years later, we're here about 147 Central Avenue. **Another inadequately documented case. Another minimization of significance. Another claim that there is no alternative.**

Where does Highland Park draw the line?

WHAT I AM ASKING

1. RECOMMEND DENIAL of the de-landmarking request

2. OPPOSE THE UNDERLYING SUBDIVISION that necessitates de-landmarking

4. REQUIRE THE APPLICANT TO EXPLORE ALTERNATIVES including preservation easements, extended marketing, adaptive use, tax amendments, etc. before irreversibly subdividing the oldest estate in Highland Park

CLOSING

This is not routine. This is Highland Park's oldest property. A 40-year landmark. A National Register contributing property within a nationally recognized historic district; on its original 4-acre lot since 1875.

If this significant lakefront property can be subdivided with presumable maximum protections, maximum significance, and maximum documentation already

recorded, then Highland Park's preservation program is revealed as hollow rhetoric.

The Central Avenue Bridge could not be saved. But 147 Central Avenue can be.

I urge you: Stop the pattern here. Recommend denial. Protect what remains of Highland Park's historic integrity.

Thank you.

Kelsey Gonzalez
126 Central Avenue
773-896-6163
kelseygonzalez@icloud.com

WRITTEN PUBLIC TESTIMONY

HIGHLAND PARK HISTORIC PRESERVATION COMMISSION

Regular Meeting, February 12, 2026

Re: Continuation of Partial Landmark Designation Removal, 147 Central Avenue

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Submitted by: Kelsey Gonzalez
Address: 126 Central Avenue, Highland Park, Illinois 60035
Status: Neighboring Property Owner; Interested Party
Date: February 12, 2026

I. INTRODUCTION

Chair Greenbaum, Commissioners, and Staff:

I submit this written testimony regarding the continuation of partial landmark designation removal for 147 Central Avenue (Case No. PUD-2025-00081). As a neighboring property owner at 126 Central Avenue, I have a direct and substantial interest in the integrity of this Commission's process and the preservation of the Central East area's historic character.

On January 8, 2026, this Commission voted unanimously, 6-0, that the proposed subdivision "would significantly impact the historical significance of the property at 147 Central Avenue based on the historic fence, columns that make-up the gate, relocation of the new driveway and its impact on the curb appeal, and the growing density of the lot." That finding was correct, well-supported, and has not been undermined by anything that has changed since January 8.

What has changed is the framing. The updated agenda packet, modified less than 48 hours before tonight's hearing, contains a staff footnote that attempts to exclude the very features this Commission relied upon in its unanimous finding. It also contains a pre-drafted resolution, requested by the applicant's attorney, that reaches conclusions this Commission has not yet made. I respectfully urge the Commission to reject both.

II. STAFF'S "TEMPORAL EXCLUSION" FOOTNOTE IS LEGALLY AND FACTUALLY WRONG

The central issue in the updated packet is Footnote 1, which appears in both the written report to the Plan and Design Commission and the continuation memo for tonight's hearing. Footnote 1 states:

> *"Staff does not consider the structures listed as part of the 1988 Landscape Survey alone, historically significant (relative to the original 1985 landmark ordinance) because this survey work was completed years after the property was designated a Local Landmark."*

This footnote creates a novel legal theory: that features documented after an ordinance's adoption date cannot be considered part of the landmark. It is wrong for five independent reasons.

A. The 1985 Ordinance Landmarked the Entire Property

Ordinance No. 34-85, adopted August 26, 1985, designates "Cornelius Field House, 147 Central Avenue, PIN: 16-23-210-002." That PIN encompasses the full 4.10-acre parcel, not merely the main residence. HPC Resolution No. 2-85 found the property met Landmark Criteria 1, 3, 4, and 6. Criterion 4 explicitly addresses ***landscape style***. Criterion 6 protects "overall embodiment of elements of design, detailing, materials or craftsmanship." These criteria plainly encompass gateposts, wrought-iron fencing, and a historic carriageway driveway, all features that have existed on this property since the 1870s. The 1988 Landscape Survey did not create their significance; it documented features already present at the time of designation.

B. Highland Park's Own Conduct Confirms the Broader Scope

Staff's own memo acknowledges that the HPC reviewed the coach house in 1986 (one year after landmark designation) and the gardener's cottage and landscape in 2011. These are structures and features located across the wider property, not merely in the footprint of the main house. For forty years, the City exercised regulatory jurisdiction over outbuildings, landscapes, and site features at 147 Central Avenue. It is inconsistent, and legally untenable, to now claim that features documented three years post-ordinance are not part of the landmark when the City has treated the entire property as a Regulated Historic Structure for four decades.

C. Staff's Own January 8 Memo Contradicts This Footnote

The January 8, 2026 staff report, written by the same staff who authored tonight's memo, concluded:

> ***"After review, Staff concludes that the property at 147 Central Avenue is a Regulated Historic Structure in its entirety."***

Staff cannot simultaneously conclude the property is a Regulated Historic Structure "in its entirety" and then insert a footnote excluding features that fall on Lot B because they were documented in 1988. These positions are mutually exclusive. The Commission should rely on the conclusion reached after full review of the historic record (the "in its entirety" finding), not a footnote that contradicts it.

D. Staff's Own Research Proves These Features Are Significant

The very same memo containing Footnote 1 devotes three pages to documenting the significance of the gateposts and wrought-iron fence. Staff researched the Smithsonian Institution's publications on pineapple finials. Staff consulted local historian and author Julia Johnas, who confirmed the gateposts "indicated the location of the carriageway entrance" and that "the pineapple design reflected Field's New England antecedents." Staff photographed and documented wrought-iron remnants at the base of the gateposts, confirming their historicity. Staff concluded these features "point to the historic significance of the gatepost and finials" and that "the wrought-iron remnants further indicate the gatepost's historicity."

Staff then inserted a footnote disclaiming the significance of the same features it just spent three pages proving are significant. The Commission should trust the substance of staff's research, not a footnote that contradicts it.

E. The Footnote Inverts Preservation Law

Under nationally accepted preservation standards, including the National Park Service criteria referenced in Highland Park's own code, integrity is evaluated based on how a property conveys its significance at the time of review, not based on which features happened to be cataloged on the date an ordinance was adopted. The seven aspects of integrity (location, design, setting, materials, workmanship, feeling, and association) are assessed when a decision is being made. A survey conducted in 1988 is evidence of what existed; the survey did not bring these features into being. The gateposts were placed by Cornelius Field in the 1870s. They existed in 1985. They exist today. A 1988 survey documenting them does not diminish their significance. It confirms it.

III. THE PUBLIC RIGHT-OF-WAY ARGUMENT FAILS ON ITS OWN TERMS

The applicant may present a plat of survey or similar documentation tonight to argue that the gateposts and wrought-iron fence are located within the public right-of-way rather than on the private property. Even accepting this factual claim for the sake of argument, the conclusion the applicant draws from it does not follow. The ROW argument actually cuts against de-landmarking, not in favor of it.

First, location within the public ROW does not sever the features' association with the landmark property. Chapter 24 of the Highland Park Code defines a "Regulated Structure" as "any property, structure, area, object, or landscape of significance." Landmark Criterion 8 protects features constituting "an established or familiar visual feature." The gateposts are the defining visual feature of this estate's entrance, visible from Central Avenue, documented in the 2020 Landmark Summary Sheet, and relied upon by this Commission in its January 8 finding. Their significance to the landmark property is a function of historical association and visual character, not of which side of a property line they happen to sit on. Features located just beyond a property boundary that are integral to the landmark's character and setting remain relevant to the landmark analysis. The Secretary of the Interior's Standards make clear

that "setting" is one of the seven aspects of historic integrity, and setting by definition extends beyond the footprint of a building or the boundary of a parcel.

Second, if the features are in the public ROW, the City owns them. It would be extraordinary for the City to argue that features it owns, associated with a landmark it designated, researched and documented by its own staff as historically significant, are irrelevant to the landmark determination. Public ownership should afford these features greater protection, not less. The City cannot disclaim interest in features it holds in trust for the public.

Third, the ROW argument, if accepted, would create a perverse loophole. Any landmark with character-defining features located partly or wholly in the public ROW (fences, walls, gateposts, landscape plantings, historic sidewalks) could have those features declared irrelevant to the landmark analysis. This would strip significance from the very elements that often define a historic property's relationship to its street and neighborhood.

Fourth, regardless of where the gateposts sit relative to the property line, the fact remains that the estate setting, the driveway, and the wooded landscape on proposed Lot B are on the private property. Even if the Commission were to conclude that the gateposts and fence are outside the landmark boundary (which I do not concede), the estate setting and historic driveway are not in the ROW. Those features alone are sufficient to satisfy landmark criteria and deny de-landmarking.

IV. THE PRE-DRAFTED RESOLUTION SHOULD BE SET ASIDE

The agenda packet includes Draft Resolution No. 2026-XX recommending removal of landmark designation from Lot B. Footnote 3 of the staff memo states: "The applicant requested a resolution be drafted in anticipation of the Commission's consideration of this matter."

This resolution was drafted at the request of the applicant's attorney before this Commission has deliberated. It contains the finding that "the standards for landmark designation are not satisfied by Lot B," a conclusion this Commission has not reached. Section Two of the resolution states: "The Commission finds that, upon Resubdivision of the Property: (i) Lot B will not be improved with any structures of historical significance; and (ii) the standards for landmark designation are not satisfied by Lot B."

These are findings for the Commission to make after deliberation, not conclusions to be presented pre-packaged for a vote. The presence of this resolution in the packet before deliberation creates the appearance that the outcome has been predetermined. I respectfully ask the Commission to set aside this pre-drafted resolution and, if it determines a resolution is warranted after full deliberation, to direct staff to draft one reflecting the Commission's own conclusions.

V. THE APPLICANT'S ATTORNEY'S FRAMING APPEARS TO HAVE BEEN ADOPTED BY STAFF

The Commission should be aware that the analytical framework in Footnote 1 mirrors arguments advanced by the applicant's attorney, Calvin Bernstein, at the January 8 hearing. The meeting minutes record Mr. Bernstein stating that "the fence and gate were added after the property was landmarked." Staff's Footnote 1 adopts the identical argument: that features from the 1988 survey are not significant "because this survey work was completed years after the property was designated."

Similarly, Mr. Bernstein stated at the January hearing that "there is no evidence since 1985 that HPC or City Council extended landmarking to Lot 2." This narrow reading, that the landmark covers only what was explicitly named in 1985, ignores forty years of HPC jurisdiction over the full property and is contradicted by staff's own "in its entirety" conclusion. Yet this framing now appears in staff's analysis.

Combined with the pre-drafted resolution requested by the applicant's attorney and the Corporation Counsel memo solicited after the January hearing to overcome Commissioner objections, a troubling pattern emerges: the applicant's legal strategy strongly appears to have been operationalized through staff materials presented as neutral analysis. This Commission has the independence and the duty to evaluate the evidence on its own terms.

VI. THE LEGAL STANDARD HAS NOT BEEN MET

Section 24.025(H)(2) of the Highland Park Code provides:

> *"Under no circumstances shall the City Council remove the Landmark designation for any property, structure, area, object, or landscape of significance unless it finds that the reasons for which the landmark designation was once appropriate are no longer present."*

The reasons for which the landmark designation was once appropriate have not disappeared. The property's status as Highland Park's oldest residence, built by the town's second mayor and director of the Highland Park Building Company, meeting Criteria 1, 3, 4, and 6, remains present today in every feature of this property, including the features on proposed Lot B: the gateposts placed by Cornelius Field, the wrought-iron fence embodying Victorian landscape style, the historic carriageway driveway, and the estate setting that defines the property's character.

The applicant is not demonstrating that the reasons for designation "are no longer present." The applicant is proposing to create a new lot line and then arguing that the reasons do not apply to the newly created eastern parcel. But you cannot manufacture the conditions for de-landmarking by subdividing a landmarked property and then claiming the new lot lacks significance. The lot lacks significance only because the applicant drew a line through the middle of a landmark. That is circumvention, not compliance with the statutory standard.

VII. THIS COMMISSION'S JANUARY 8 FINDINGS REMAIN VALID

Five weeks ago, this Commission found unanimously that the subdivision would "significantly impact the historical significance" of 147 Central Avenue. The written report to the Plan and Design Commission, included in tonight's packet, memorializes those findings in detail:

- **The wrought-iron fence** is associated with Cornelius Field, embodies Victorian landscape style, retains sufficient integrity, and the Planned Development "will disrupt the continuity of the historic wrought-iron fence."
- **The gateposts** "contain important historic elements, and have a connection to the original property owner, Cornelius Field." The Planned Development "will result in the loss of the gateposts located on the proposed Lot B."
- **The driveway placement** is "another element of this historic resource," and the Commission is "opposed to changing the driveway's placement."
- **The estate setting** "contributes to the estate setting of the Cornelius Field Property, and is integral part of this historic resource worth preserving." The subdivision "will fundamentally diminish the estate's setting."

These findings directly describe features on proposed Lot B. They satisfy multiple landmark criteria. They demonstrate sufficient integrity. Nothing about the property has changed since January 8. The gateposts still stand. The fence still runs. The driveway still curves. The estate setting still exists. If these features supported a unanimous finding of significant historical impact five weeks ago, they support denial of de-landmarking tonight.

VIII. NATIONAL REGISTER CONTRIBUTING PROPERTY STATUS CANNOT BE IGNORED

147 Central Avenue has contradicting status as an actual contributing property to the National Register-listed Linden Park Place-Belle Avenue Historic District. Commissioners should be aware that in May 2019, the Federal Highway Administration's Section 106 documentation, along with memorandum from the Illinois State Historic Preservation Office, for the Central Avenue Bridge replacement explicitly identified this property as requiring protection:

> *"Future coordination and consultation among IDOT, FHWA and the Illinois State Historic Preservation Officer (SHPO) will develop design and construction commitments to avoid adverse effects to this historic district, including the contributing property at 147 Central Avenue."*

The federal government required Highland Park to avoid adverse effects to this property when a bridge was replaced across the street. Yet the applicant's own materials make no mention of this status, and staff's analysis does not evaluate whether de-landmarking a portion of a National Register contributing property is consistent with Highland Park's

preservation obligations. This omission is significant and should not be ratified by this Commission.

IX. THE PRECEDENT IS DEVASTATING

Highland Park has 76 local landmarks and 163 contributing properties in five National Register historic districts. If this Commission recommends de-landmarking a newly created lot carved from Highland Park's oldest landmarked estate, the following precedent is established: any owner of a landmarked property on a large lot can subdivide, de-landmark the new parcel, and develop without preservation review. Landmark designation becomes protection for building facades only, not for the lot configurations, spatial relationships, and landscape settings that give landmark structures their historic meaning.

X. REQUESTED ACTION

I respectfully request that the Historic Preservation Commission:

1. **Set aside the pre-drafted Resolution No. 2026-XX,** which was requested by the applicant's attorney and contains findings this Commission has not made.
2. **Reject Footnote 1's temporal exclusion theory,** which contradicts staff's own "in its entirety" finding, contradicts staff's own research documenting the significance of the gateposts and fence, and inverts accepted preservation standards.
3. **Find that proposed Lot B satisfies Landmark Criteria** based on the gateposts, wrought-iron fence, historic driveway placement, and estate setting, the same features this Commission identified on January 8.
4. **Decline to recommend landmark removal from Lot B,** finding that the reasons for which landmark designation was once appropriate are still present.
5. **Reaffirm its January 8 finding** that the subdivision would "significantly impact the historical significance" of this property, and formally communicate this finding and opposition to the Plan and Design Commission and City Council.

XI. CONCLUSION

This Commission exists to protect Highland Park's historic resources. You are being asked tonight to recommend stripping landmark protection from half of Highland Park's oldest residential estate, a property that has been intact since 1875, landmarked for forty years, and identified by the federal government as requiring protection from adverse effects.

The gateposts with their pineapple finials still mark the entrance Cornelius Field designed. The wrought-iron fence still defines the property's frontage. The driveway still traces the path of carriages from 150 years ago. The estate setting still evokes what Highland Park was when its second mayor built this house for his family.

Nothing about why this property was landmarked has changed. The only thing that has changed is that someone wants to draw a line through the middle of it.

If this property, with maximum protections, maximum significance, and maximum historical importance, can have its landmark stripped through subdivision, then Highland Park's preservation program protects nothing. Where does Highland Park draw the line, if not here?

Respectfully submitted,

Kelsey Gonzalez
126 Central Avenue
Highland Park, Illinois 60035
February 12, 2026

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cc: Plan and Design Commission
City Council of the City of Highland Park
Karl Burhop, Senior Planner
Official Record, Case No. PUD-2025-00081

City of Highland Park

Memorandum

Date: May 5, 2026

To: Plan and Design Commission

From: Maddy Markle, Planner I

Subject: 147 Central Avenue Landmark Status Determination

Background.

It is Staff's practice to complete a detailed review of a property's historic record to determine if an entire property is a Local Historic Landmark. Staff's determination is that the entire parcel at 147 Central Avenue was always, and continues to be, a Local Historic Landmark.

The following is Staff's review of the entire record leading up to, and immediately following the Ordinance designating 147 Central Avenue.

Review of 147 Central Avenue Record

147 Central Avenue's 1985 designating Ordinance (***Attachment A***), describes 147 Central Avenue as a "*property*"[1] and includes a PIN associated with the entire parcel. Yet, it also refers to the property as the "*Cornelius Field House*" which conflicts with the other descriptors. Because of these conflicting descriptors within the Ordinance, Staff looked at the record leading up to the designation ordinance to determine the original intent of the HPC and City Council.

National Register Nomination - 1982

In 1982, 147 Central Avenue was included as part of the Highland Park Multiple Resource Nomination submitted to the National Register of Historic Places ("***NR***") (***Attachment B***). The nomination was prepared by then Historic Preservation Commission ("***HPC***") Chair, Susan Benjamin. The nomination inventory for 147 Central Avenue included the entire 3.8 acre property and outbuildings (coach house, gardener's cottage, bridge, greenhouse foundation). The HPC looks at relevant NR nominations as part of local landmark nominations because NR nominations contain detailed, invaluable research. At the time of the local landmark nomination, the HPC would have been aware of 147 Central Avenue's significant outbuildings. The HPC Chair especially, would have been familiar with all of these details since she wrote the NR nomination herself. It is reasonable to assume that the Chair would have intended to landmark the property in its entirety since that is how she nominated the property to the NR.

Landmark Nomination- 1985

The 1985 landmark nomination form (submitted by former property owner Martha Macleod) refers to the property as a whole. The property is called the "Field" property, not the Cornelius Field House, as it is called in later documents (***Attachment C***). Both the HPC and City

[1] "Property" in Chapter 24, refers to "land and improvements identified as a separate legal lot of record for the purposes of the City's subdividing and zoning regulations." This definition, if applied to 147 Central Avenue, would encompasses the entirety of the parcel.

Council would have seen that Ms. Macleod did not single out her house for designation, but rather sought to landmark the "*Field Property*."

In 1985, Martha Macleod, signed a consent form to landmark "*the property located at 147 Central*" (***Attachment D***). Between 1983 and 2005, owner consent was required for landmark designations and Council reviewed this form as part of the nomination.

HPC Resolution – 1985

The HPC referred to the property as the "*Cornelius Field House*" on a resolution recommending approval of landmark designation to City Council (***Attachment E and F***). Referring to a property by its colloquial historic name is a common preservation practice and does not necessarily mean the HPC only intended to regulate the main house.

Past COA Reviews (1986-2011)

In 1986, a year after the subject property was designated a Local Historic Landmark, the HPC reviewed alterations to the coach house on the property (***Attachment G***). The HPC members who issued the 1986 COA were the same HPC members who recommended the designation to City Council a year prior. Susan Benjamin, former HPC Chair, signed both the 1985 resolution recommending landmark designation to City Council and the 1986 coach house COA. Martha Macleod was still the property owner during the 1986 COA review. She did not object to the review of the coach house. The gardener's cottage and landscape have since been reviewed by the HPC as part of this designation as well (***Attachment H***). None of these reviews have received any pushback from the Macleods, or subsequent owners.

Conclusion.

Based on the evidence gathered, Staff concludes that the property owner, the HPC and City Council intended to regulate the property in its entirety, not just the main house. City Council was presented a landmark nomination to designate the "*Field Property*" and in the following years the HPC and property owner acted in ways that further reinforced an intent to regulate the property in its entirety. In the broader context surrounding the designation, it seems that the inconsistent naming conventions in the 1985 Ordinance does not reflect an intent to only regulate the main house.

Staff's review of the historic record for 147 Central Avenue finds that the property as a whole is a Regulated Historic Structure, meaning any newly-created lot will be a Regulated Historic Structure. Regulated Activity on any newly created lot will require a COA from the HPC.

Attachments.

A. 1985 Landmark Ordinance

B. 1982 National Register Nomination

C. 1985 Landmark Nomination

D. 1985 Owner Consent Form

E. 1985 HPC Resolution

F. 1985 RFCA

G. 1986 Coach House COA

H. Gardener's Cottage and Landscape COA

CITY OF HIGHLAND PARK)
COUNTY OF LAKE) SS
STATE OF ILLINOIS)

I, DAVID W. FAIRMAN, City Clerk of the City of Highland Park, in the County of Lake, State of Illinois, do hereby certify that I am keeper of the records, ordinances, files and seal of said City, and;

I HEREBY CERTIFY that the attached is a true and correct copy of Ordinance No. 34-85 entitled, "AN ORDINANCE DESIGNATING HIGHLAND PARK LANDMARKS," which Ordinance was passed and approved by the City Council of the City of Highland Park on August 26, 1985; all as appears from the records in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Corporate Seal of said City of Highland Park, this 13th day of January 1986.

David W. Fairman
City Clerk

8/23/85-1:14

AN ORDINANCE DESIGNATING HIGHLAND PARK LANDMARKS

WHEREAS, the Historic Preservation Commission of the City of Highland Park, pursuant to Section 24.025 of "The Highland Park Code of 1968", as amended, did conduct a public hearing on July 30, 1985, pursuant to proper notice; and

WHEREAS, following said hearing, the said Historic Preservation Commission passed Resolutions Nos. 2-85 through 6-85 (copies of which resolutions are attached hereto and made a part hereof as Exhibit I), which resolutions contain the reports of the Commission as well as a recommendation to the City Council of the City of Highland Park that the Cornelius Field House, the W. Lamborn House, the Francis Everett House, the Charles H. Lipman House, and the Stupey Cabin (hereinafter collectively referred to as "Subject Properties") be designated Highland Park Landmarks; and

WHEREAS, the City Council has determined that the designation of the Subject Properties will be consistent with the planning policies and objectives of the City, will promote the welfare of its residents, and will not adversely affect the value, use, or enjoyment of any adjacent or nearby property; and

WHEREAS, the City Council of the City of Highland Park believes it to be in the best interests of the residents of the City of Highland Park that the Subject Properties be designated Landmarks;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF HIGHLAND PARK, LAKE COUNTY, ILLINOIS:

SECTION ONE: That, pursuant to Section 24.025 of "The Highland Park Code of 1968", as amended, the following described properties be and the same are designated hereby as Landmarks:

Cornelius Field House	147 Central Avenue	16-23-210-002
W. Lamborn House	2360 Sheridan Road	16-23-210-003
Francis Everett House	296 Linden Park Place	16-23-403-030
Charles H. Lipman House	85 Roger Williams Ave.	16-36-204-007
Stupey Cabin	St. Johns Avenue	16-23-413-018

and as such shall be subject hereafter to the provisions of Chapter 24 of "The Highland Park Code of 1968", as amended.

SECTION TWO: That, as notice of the action of this City Council, the City Clerk shall forward certified copies hereof to those who nominated the aforedescribed properties as Landmarks, to the owners of record of the aforementioned Landmarks, and to the Building Department of the City of Highland Park.

SECTION THREE; That this ordinance shall be in full force and effect from and after its passage, approval, and publication in the manner provided by law.

AYES: - 7 -

NAYS: - 0 -

ABSENT: - 0 -

PASSED: 8/26/85

APPROVED: 8/26/85

PUBLISHED: 9/12/85

ORDINANCE NO: 34-85

Robert M Buhai
Mayor

ATTEST:
David W. Jamison
City Clerk

RESOLUTION TO RECOMMEND TO THE CITY COUNCIL
THAT THE HOUSE BE DESIGNATED
AS A HIGHLAND PARK LANDMARK

WHEREAS, the City of Highland Park currently has an Historic Preservation ordinance in effect which allows the City Council to designate distinctive historic, architectural, and/or landscape characteristics of Highland Park as Highland Park Landmarks; and

WHEREAS, the Highland Park Historic Preservation Commission has held a hearing on July 30, 1985, and has prepared a report summarizing the evidence at said hearing, a copy of which report is attached hereto and hereby made a part hereof as Exhibit A; and

WHEREAS, the Highland Park Historic Preservation Commission has determined that the Cornelius Field House, located at 147 Central Ave., P.I.N.: 16-23-210-002, is eligible for designation as a Highland Park Landmark because it meets with Criteria #1, #3, #4, and #6 of the Commission's "Criteria for Determining Highland Park Landmarks";

NOW, THEREFORE, BE IT RESOLVED BY THE HISTORIC PRESERVATION COMMISSION OF THE CITY OF HIGHLAND PARK, LAKE COUNTY, ILLINOIS:

That the proposed landmark, the Cornelius Field House, be recommended to the City Council of the City of Highland Park for designation as a Highland Park Landmark.

AYES: -5-

NAYES: -0-

ABSENT: -4-

PRESENT: -0-

PASSED: 7-30-85

APPROVED: 7-30-85

Susan S. Benjamin
Chairman

RESOLUTION NO. 2-85

EXHIBIT I-A

RESOLUTION TO RECOMMEND TO THE CITY COUNCIL
THAT THE HOUSE BE DESIGNATED
AS A HIGHLAND PARK LANDMARK

WHEREAS, the City of Highland Park currently has an Historic Preservation ordinance in effect which allows the City Council to designate distinctive historic, architectural, and/or landscape characteristics of Highland Park as Highland Park Landmarks; and

WHEREAS, the Highland Park Historic Preservation Commission has held a hearing on July 30, 1985, and has prepared a report summarizing the evidence at said hearing, a copy of which report is attached hereto and hereby made a part hereof as Exhibit A; and

WHEREAS, the Highland Park Historic Preservation Commission has determined that the W. Lamborn House, located at 2360 Sheridan Rd., P.I.N.: 16-23-210-003, is eligible for designation as a Highland Park Landmark because it meets with Criteria #4, #5, and #6 of the Commission's "Criteria for Determining Highland Park Landmarks";

NOW, THEREFORE, BE IT RESOLVED BY THE HISTORIC PRESERVATION COMMISSION OF THE CITY OF HIGHLAND PARK, LAKE COUNTY, ILLINOIS:

That the proposed landmark, the W. Lamborn House, be recommended to the City Council of the City of Highland Park for designation as a Highland Park Landmark.

AYES: -5-

NAYES: -0-

ABSENT: -4-

PRESENT: -0-

PASSED: 7-30-85

APPROVED: 7-30-85

Susan S. Benjamin
Chairman

RESOLUTION NO. 3-85

EXHIBIT I-B

RESOLUTION TO RECOMMEND TO THE CITY COUNCIL
THAT THE HOUSE BE DESIGNATED
AS A HIGHLAND PARK LANDMARK

WHEREAS, the City of Highland Park currently has an Historic Preservation ordinance in effect which allows the City Council to designate distinctive historic, architectural, and/or landscape characteristics of Highland Park as Highland Park Landmarks; and

WHEREAS, the Highland Park Historic Preservation Commission has held a hearing on July 30, 1985, and has prepared a report summarizing the evidence at said hearing, a copy of which report is attached hereto and hereby made a part hereof as Exhibit A; and

WHEREAS, the Highland Park Historic Preservation Commission has dtermined that the Francis Everett House, located at 296 Linden Park Place, P.I.N.:16-23-403-030, is eligible for designation as a Highland Park Landmark because it meets with Criteria #1, #3, #4 and #6 of the Commission's "Criteria for Determining Highland Park Landmarks";

NOW, THEREFORE, BE IT RESOLVED BY THE HISTORIC PRESERVATION COMMISSION OF THE CITY OF HIGHLAND PARK, LAKE COUNTY, ILLINOIS:

That the proposed landmark, the Francis Everett House, be recommended to the City Council of the City of Highland Park for designation as a Highland Park Landmark.

AYES: -5-

NAYES: -0-

ABSENT: -4-

PRESENT: -0-

PASSED: 7-30-85

APPROVED: 7-30-85

Susan S. Benjamin
Chairman

RESOLUTION NO. 4-85

EXHIBIT I-C

RESOLUTION TO RECOMMEND TO THE CITY COUNCIL
THAT THE HOUSE BE DESIGNATED
AS A HIGHLAND PARK LANDMARK

WHEREAS, the City of Highland Park currently has an Historic Preservation ordinance in effect which allows the City Council to designate distinctive historic, architectural, and/or landscape characteristics of Highland Park as Highland Park Landmarks; and

WHEREAS, the Highland Park Historic Preservation Commission has held a hearing on July 30, 1985, and has prepared a report summarizing the evidence at said hearing, a copy of which report is attached hereto and hereby made a part hereof as Exhibit A; and

WHEREAS, the Highland Park Historic Preservation Commission has determined that the Charles H. Lipman House, located at 85 Roger Williams Ave., P.I.N.: 16-36-204-007, is eligible for designation as a Highland Park Landmark because it meets with Criteria #1, #4, #5, and #6 of the Commission's "Criteria for Determining Highland Park Landmarks";

NOW, THEREFORE, BE IT RESOLVED BY THE HISTORIC PRESERVATION COMMISSION OF THE CITY OF HIGHLAND PARK, LAKE COUNTY, ILLINOIS:

That the proposed landmark, the Charles H. Lipman House, be recommended to the City Council of the City of Highland Park for designation as a Highland Park Landmark.

AYES: -5-

NAYES: -0-

ABSENT: -4-

PRESENT: -0-

PASSED: 7-30-85

APPROVED: 7-30-85

Susan S. Benjamin
Chairman

RESOLUTION NO. 5-85

EXHIBIT I-D

RESOLUTION TO RECOMMEND TO THE CITY COUNCIL
THAT THE HOUSE BE DESIGNATED
AS A HIGHLAND PARK LANDMARK

WHEREAS, the City of Highland Park currently has an Historic Preservation ordinance in effect which allows the City Council to designate distinctive historic, architectural, and/or landscape characteristics of Highland Park as Highland Park Landmarks; and

WHEREAS, the Highland Park Historic Preservation Commission has held a hearing on July 30, 1985, and has prepared a report summarizing the evidence at said hearing, a copy of which report is attached hereto and hereby made a part hereof as Exhibit A; and

WHEREAS, the Highland Park Historic Preservation Commission has determined that the Stupey Cabin, located at the east side of St. Johns Ave., between Hazel St. and Laurel St., P.I.N.: 26-23-413-018, is eligible for designation as a Highland Park Landmark because it meets with Criteria #1, #4, #8, and #9 of the Commission's "Criteria for Determining Highland Park Landmarks";

NOW, THEREFORE, BE IT RESOLVED BY THE HISTORIC PRESERVATION COMMISSION OF THE CITY OF HIGHLAND PARK, LAKE COUNTY, ILLINOIS:

That the proposed landmark, the Stupey Cabin, be recommended to the City Council of the City of Highland Park for designation as a Highland Park Landmark.

AYES: -5-

NAYES: -0-

ABSENT: -4-

PRESENT: -0-

PASSED: 7-30-85

APPROVED: 7-30-85

Susan S. Bugajski
Chairman

RESOLUTION NO. 6-85

EXHIBIT I-E

HIGHLAND PARK MULTIPLE RESOURCE INVENTORY SHEET

PROPERTY NAME Cornelius Field House

ADDRESS 147 Central Avenue CITY/TOWN/VICINITY Highland Park

COUNTY Lake STATE Illinois ZIP 60035

OWNER'S NAME Martha F. MacLeod

ADDRESS same CITY/TOWN/VICINITY

STATE ZIP

LOCATION OF LEGAL DESCRIPTION Deerfield Township Assessor's Office
600 Laurel Avenue
Highland Park, Illinois 60035

VERBAL BOUNDARY DESCRIPTION Lot 4, Block 26 Highland Park Subdivision
P.I.N. # 16-23-210-002

APPROXIMATE ACREAGE 3.8 acres

DATE OF CONSTRUCTION circa 1875 ARCHITECT AND/OR BUILDER Cornelius Field

ARCHITECTURAL STYLE (IF RELEVANT) Steamboat Gothic

PHYSICAL DESCRIPTION OF BUILDING AND PROPERTY Vertical-battened siding would argue for labeling the overall structure Steamboat Gothic, however, the south-facing facade is a combination of two separate styles, indicating completion at different times. (Photographs show house had attained its present size by 1896.) The eastern section is a straightforward but slightly broad Gothic cottage with roof, running parallel to the street, intersperced by a gable. A High Victorian porch wraps around this part of the first floor to face south and east. Abutting this section, on the west, is an Italianate structure approximately the same size but with the second story contained (continued on attached)

OVERALL CONDITION: EXCELLENT X GOOD ___ FAIR ___ DETERIORATED ___ RUIN ___

INTEGRITY: UNALTERED X ALTERED ___

DATE AND NATURE OF ALTERATIONS: A later addition, a second-floor sleeping porch, was removed in 1985.

ALTERATIONS (cont'd)

USE:

ORIGINAL USE Predominately residential

PRESENT USE Residential

OUTBUILDINGS AND/OR OTHER CULTURAL RESOURCES ON PROPERTY (ATTACH SKETCH PLAN IF APPLICABLE)

Coach House, circa 1875-1880, on the northwest corner of the property (address, 160 Park Avenue) is Queen Anne style with a gambrel roof bisected by gambrel dormers front and

(continued on attached)

HISTORICAL AND/OR ARCHITECTURAL SIGNIFICANCE

During the 1880s, the building served as a boys' school. The unusually large bedroom (second floor, southwest corner) is said to have been a dormitory dating from this period.

FORM PREPARED BY Martha F. MacLeod

TEL (312) 433-3353

PROPERTY NAME Cornelius Field House

LOCATION 147 Central Avenue CITY/TOWN/VICINITY Highland Park, Illinois

FACING DATE

PHOTOGRAPHER

LOCATION OF NEGATIVE

United States Department of the Interior
Heritage Conservation and Recreation Service

National Register of Historic Places Inventory—Nomination Form

For HCRS use only
received
date entered

Continuation sheet | Item number | Page

continued from "Physical Description..." Page 1

within a Mansard roof. Here a large Palladian window, with ample cornices and topped by a large keystone, bisects the front. Below this, on the ground floor, is a square-fronted bay. Behind the east (Gothic) section is the kitchen wing which is housed in an older and more simple structure, apparently the original farmhouse. On the west side of the front is a large porte-cochere.

In 1984 and 1985 restoration of the porch--wide front and deep side--was carefully and authentically executed. All woodwork that needed replacement was faithfully reproduced (from existing work) and replaced. Porch roof was covered, and gutters and downspouts executed, in lead-coated copper. In the early 198s, the entire exterior of the building was hand stri ped with paint remover.

contined from "Outbuildings and/or other..." Page 2

back. Bridge from driveway to coach house was constructed of railway trestlework (infrastructure) and wood (superstructure) circa 1930.

Guest House on property was originally the potting shed (and heating source) for a large greenhouse. The greenhouse had been razed by 1954; the potting shed was converted (varied floor levels and furnace cellar were retained) to a guest house in 1967. The foundation of the old greenhouse now serves as a planted terrace.

Highland Park Historic Preservation Commission
1707 St. Johns Avenue
Highland Park, Illinois 60035

Landmark Nomination Form

Date: 1-30-1985 (before Commission 4/18/85)

1) Name of Property (original if known): Field

2) Street Address: 147 Central Avenue

3) Legal description or P.I.N. (Permanent Index Number from Township Assessor's Office, 600 Laurel Ave., Highland Park):
PIN 16-23-210-002

4) Name and Address of Property Owner(s) (From Assessor's Office):
MacLeod
147 Central

5) Present Use: residence 6) Past Use: residence, school

7) Architect: H.P. Bldg Comp. 8) Date of Construction: c 1875

9) Written statement describing property and setting forth reasons it is eligible for Landmark designation:

Eastern section Gothic cottage, abutting it on west is two-story wing - second story contained within Mansard roof

10) This structure is eligible for designation on the basis of the following criteria (see reverse page):

1, 3, 4, 5, 6



11) Name(s) and Adress(es) of Applicant(s):

Name(s): Martha MacLeod

Signature(s): Martha MacLeod

Address(es): 147 Central
Highland Park 60035

12) Affiliation (Commission Member, Owner, City Council, Preservation Organization): Owner

Please complete and return this form to the Highland Park Preservation Commission 1707 St. Johns Avenue, Highland Park, Illinois 60035

Owner Consent Form
for
Highland Park Landmark Nomination

Date: 5/5/85

The undersigned owner of the property located at ~~147 Central Avenue~~ _____ (address), in the city of Highland Park, Illinois, hearby approves consent for the above property to be nominated by the Highland Park Historic Preservation Commission for designation as a Highland Park Landmark (X)/ ~~disapproves consent for the above property to be nominated by the Highland Park Historic Preservation Commission for designation as a Highland Park Landmark ( )~~. (Please place an X in the appropriate space.)

Signature(s) Martha MacLeod

Print Name(s) Martha MacLeod

Address 147 Central Avenue
Highland Park, IL

Phone # 433-3353

RESOLUTION TO RECOMMEND TO THE CITY COUNCIL
THAT THE HOUSE BE DESIGNATED
AS A HIGHLAND PARK LANDMARK

WHEREAS, the City of Highland Park currently has an Historic Preservation ordinance in effect which allows the City Council to designate distinctive historic, architectural, and/or landscape characteristics of Highland Park as Highland Park Landmarks; and

WHEREAS, the Highland Park Historic Preservation Commission has held a hearing on July 30, 1985, and has prepared a report summarizing the evidence at said hearing, a copy of which report is attached hereto and hereby made a part hereof as Exhibit A; and

WHEREAS, the Highland Park Historic Preservation Commission has dtermined that the Cornelius Field House, located at 147 Central Ave., P.I.N.: 16-23-210-002, is eligible for designation as a Highland Park Landmark because it meets with Criteria #1, #3, #4, and #6 of the Commission's "Criteria for Determining Highland Park Landmarks";

NOW, THEREFORE, BE IT RESOLVED BY THE HISTORIC PRESERVATION COMMISSION OF THE CITY OF HIGHLAND PARK, LAKE COUNTY, ILLINOIS:

That the proposed landmark, the Cornelius Field House, be recommended to the City Council of the City of Highland Park for designation as a Highland Park Landmark.

AYES: -5-

NAYES: -0-

ABSENT: -4-

PRESENT: -0-

PASSED: 7-30-85

APPROVED: 7-30-85

Susan S. Benjamin
Chairman

RESOLUTION NO. 2-85

Request For Council Action

REFERRED TO COUNCIL: August 12, 1985 **AGENDA ITEM NO:** 2-a

ORIGINATED BY: Historic Preservation Commission

SUBJECT: Landmark Nomination of Cornelius Field House

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

The Historic Preservation Commission nominates local landmarks, as set forth by the Highland Park Preservation Ordinance. The Commission has passed a resolution to recommend to the City Council that the Cornelius Field House, 147 Central Ave. be designated as a Highland Park Landmark. The enclosed material summarizes the significance of the building. The owner has given consent to the landmark designation of the house.

DOCUMENTS ATTACHED:

1) Completed Landmark Nomination Form (Criteria for Determining Highland Park Landmarks is on the back of the sheet)

2) Resolution to recommend to the City Council that the Cornelius Field House be designated as a Highland Park Landmark (Avail Mon.)

3) Owner Consent for Highland Park Landmark

RECOMMENDATION:

The Historic Preservation Commission recommends that the Cornelius Field House be designated as a Highland Park Landmark

MANAGER'S RECOMMENDATION:

Concur

HISTORIC PRESERVATION COMMISSION

CERTIFICATE OF APPROPRIATENESS

Date: August 19, 1986

Name of Landmark: Cornelius Field House (Coach House)

Address: 147 Central/ 160 Park Ave.

Name of Owner: Martha and Al MacLeod

Name of Contractor: Peter Nicolazzi, Carpenter and Smith

Proposed repair, alteration, removal, construction or demolition:
Rebuilding of Sub-structure and footings (see attached letter dated August 1, 1986)

Date of Commission Review: August 19, 1986

Motion - Commissioner Axelrod — X Accept ___Reject Propospal
Second: Commissioner Novickas
Abstain: Commissioner Nicolazzi
Vote: All-in-Favor

Attached Documents: Letter from Peter Nicolazzi to Al MacLeod date Aug. 1, 1986

Comments:

Signed: Susan S Benjamin (JS)

CITY OF HIGHLAND PARK
HISTORIC PRESERVATION COMMISSION

Certificate of Appropriateness

DATE: June 9, 2011

NAME OF LANDMARK: Cornelius Field House

ADDRESS: 147 Central Avenue

NAME OF OWNER: Gale Rothner

NAME OF ARCHITECT: N. Batistich Architects, Burr Ridge, IL

PROPOSED REPAIR, ALTERATION, REMOVAL, CONSTRUCTION OR DEMOLITION:

1) Replacement of two exterior stairways with concrete steps. The steps will be capped in masonry and have white wooden risers.
2) A fenced-in patio on the north end of the house. Details of the fence and pavers are attached to this COA.
3) A cedar deck will be constructed on the east side of the guest cottage. Approved plans attached.

DATE OF COMMISSION REVIEW: June 9, 2011

MOTION: Commissioner Rotholz

SECOND: Commissioner Fradin

ABSTAIN:

VOTE: 5-0

ACCEPT PROPOSAL	X
REJECT PROPOSAL	

ATTACHED DOCUMENTS:

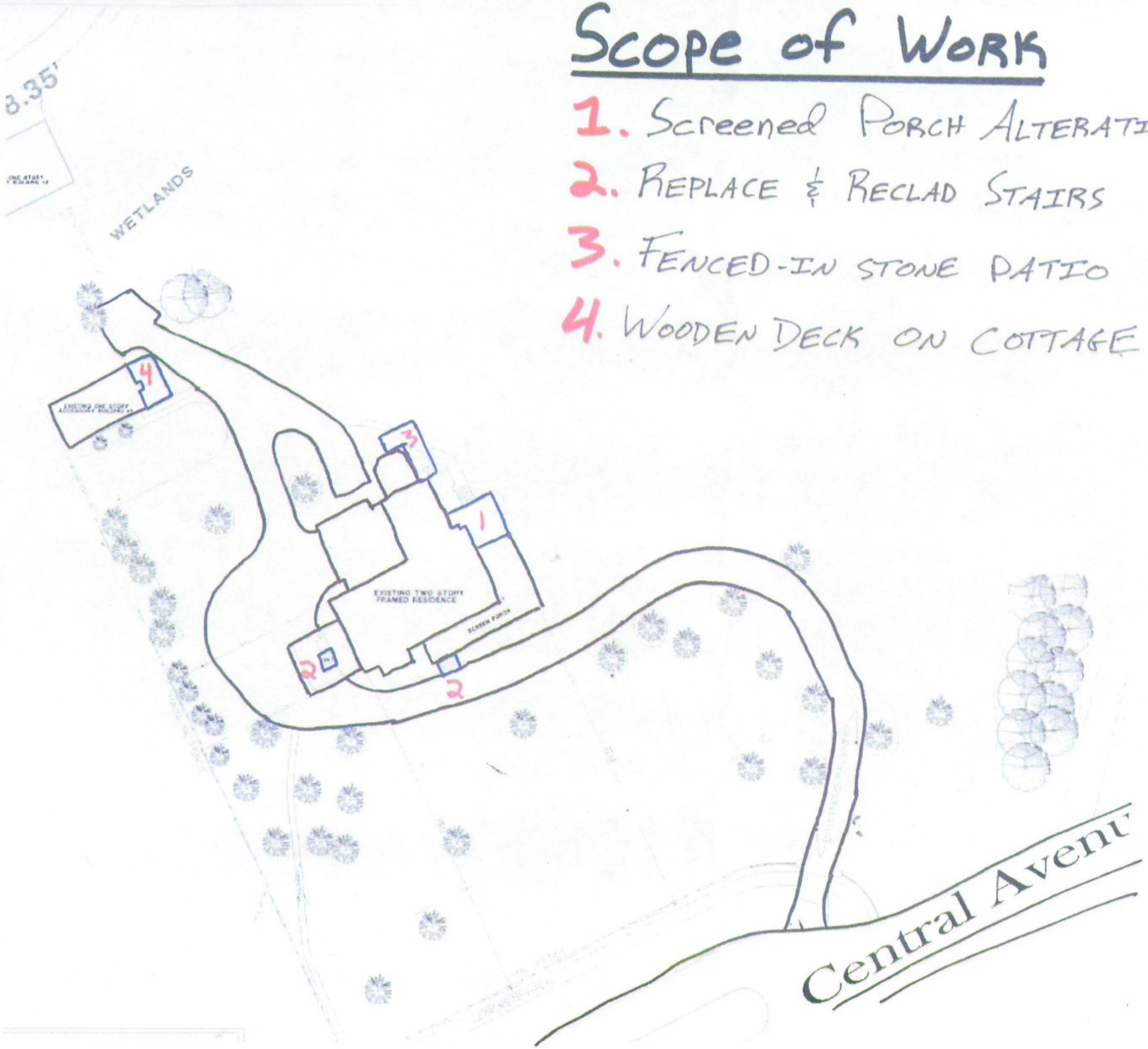
- Details of the fence and patio pavers.
- Approved drawings of cedar deck on the cottage.
- Photographs of the exterior stairs to be replaced.

COMMENTS:

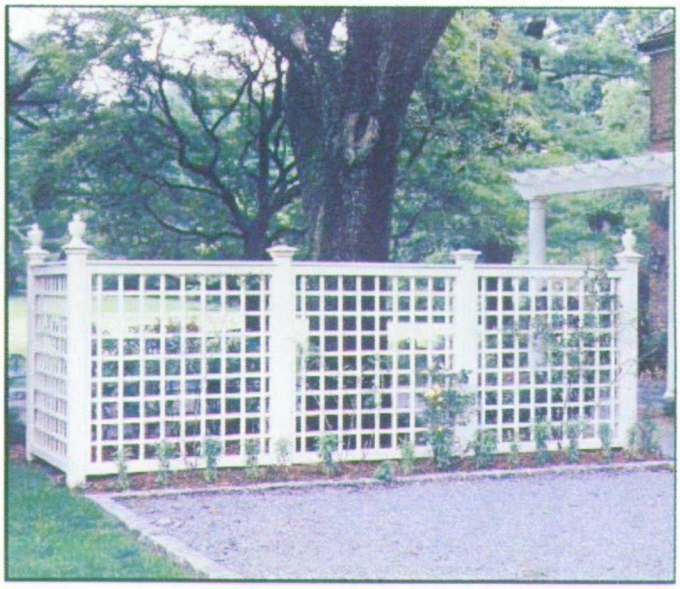
SIGNED:

Scope of Work

1. Screened Porch Alteration
2. Replace & Reclad Stairs
3. Fenced-In stone patio
4. Wooden Deck on Cottage



Proposed Fence Style for Patio



Gate Style for Patio



Decorative Trellis Example



147 Central

Transformed LANDSCAPES

ROSETTA®

THE LOOK AND FEEL OF NATURE





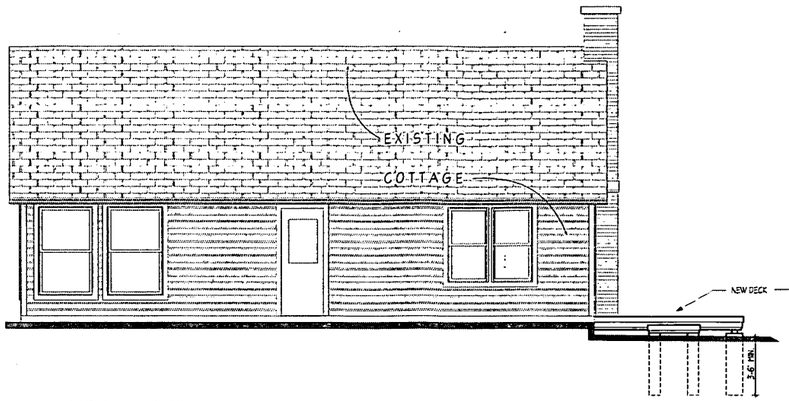




Rosetta Hardscapes accurately creates *the look and feel of nature* in any application you imagine. This boutique line of landscape products truly amazes even the most discerning craftsman or homeowner. The textures, colors and shapes of these stones are like nothing else on the market today.

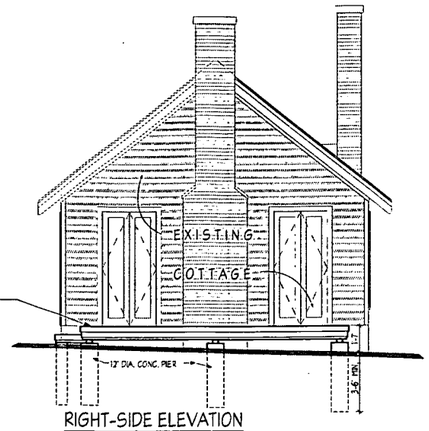
By crafting Rosetta stones with architectural-grade *wet-cast* concrete as opposed to the much more common *dry-cast* concrete, Rosetta Hardscapes captures a level of detail in texture previously unavailable in landscape block materials. Also, the use of *wet-cast* concrete allows Rosetta to offer significantly improved durability over most competitive products.

Thank you for taking the time to review the Rosetta line of products on the following pages. Imagine the possibilities of a Rosetta solution for your next project! Let Rosetta be the catalyst that inspires your creative process.



FRONT ELEVATION

SCALE: 1/4" = 1'-0"

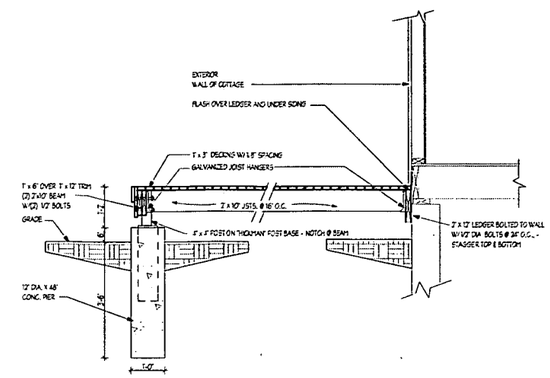


RIGHT-SIDE ELEVATION

SCALE: 1/4" = 1'-0"

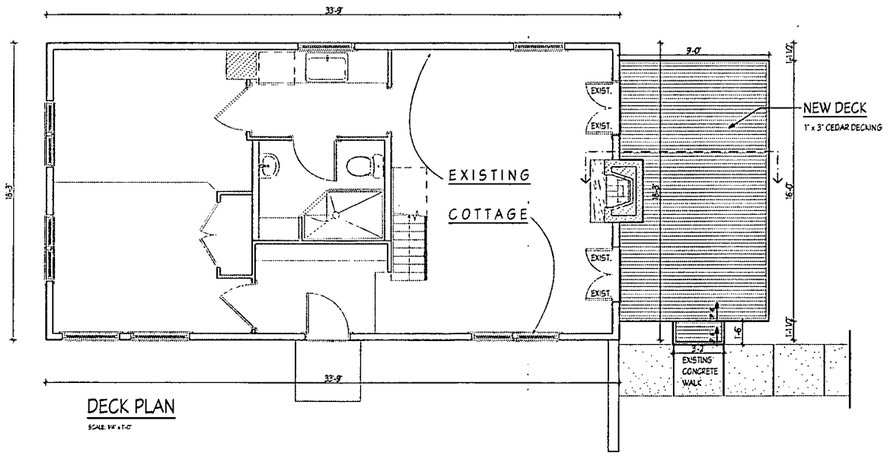
GENERAL NOTES:

- SOIL ASSUMED TO HAVE A BEARING CAPACITY OF 3,000 P.S.F.
- CONCRETE TO BE 3,000 P.S.I. IN 28 DAYS.
- ALL STRUCTURAL GRADE LUMBER TO BE STRUCTURAL GRADE FIR OR S.P.F., MIN. 1,050 fb..
- ALL FRAMING LUMBER TO BE "PRESSURE TREATED"
- ALL EXPOSED FINISH WOOD TO BE CEDAR
- STAIR RISERS SHALL BE 7-3/4" MAXIMUM AND STAIR TREAD TO BE 10" MINIMUM CLEAR OF TREAD ABOVE. MINIMUM WIDTH TO BE 3



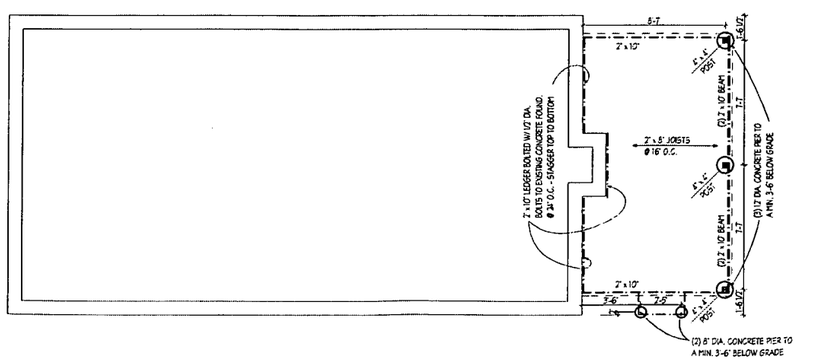
DECK SECTION

SCALE 1/2" = 1'-0"



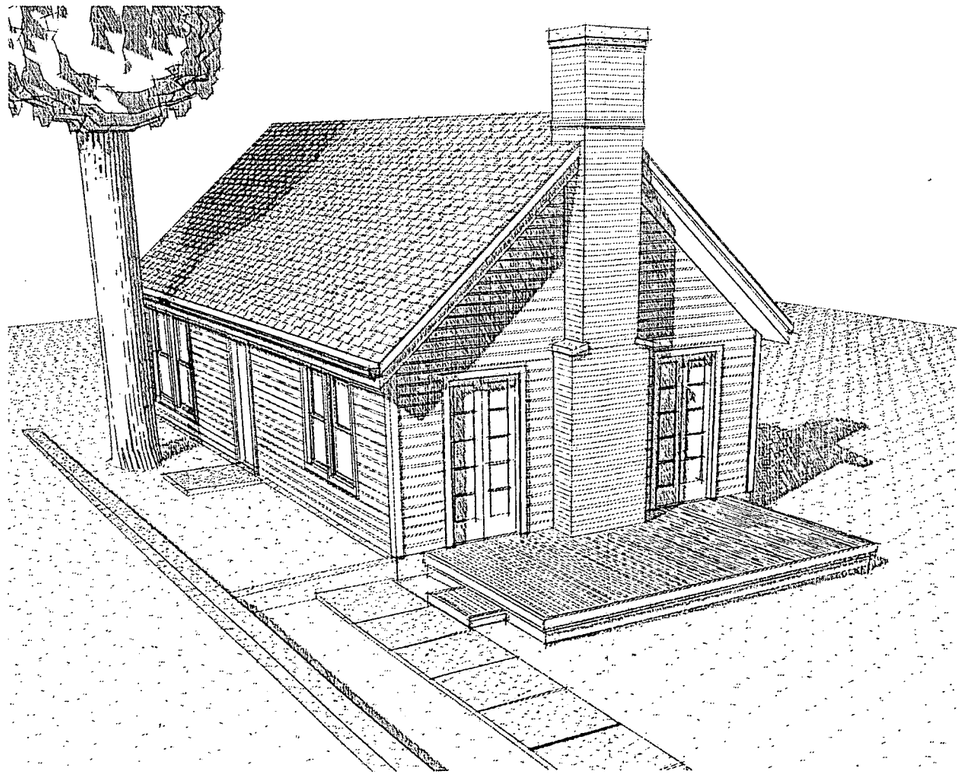
DECK PLAN

SCALE: 1/4" = 1'-0"



DECK FRAMING PLAN

SCALE: 1/4" = 1'-0"



n. batistich, architects
MEADOWBROOK OFFICE CENTER
16W475 S. FRONTAGE RD., SUITE 201
BURR RIDGE, IL 60527 (630) 986-1773

I HEREBY CERTIFY THAT THESE PLANS WERE PREPARED BY ME OR UNDER MY SUPERVISION AND THAT THEY COMPLY TO THE BEST OF MY KNOWLEDGE AND BELIEF WITH THE REQUIREMENTS OF THE BUILDING CODE.

DO NOT SCALE DRAWINGS

CONTRACTOR SHALL VERIFY ALL PLAN AND DIMENSIONS AND CONDITIONS ON THE JOB AND SHALL NOTIFY THE ARCHITECTS IN WRITING OF ANY DISCREPANCIES BEFORE PROCEEDING WITH WORK. OR BE RESPONSIBLE FOR SAME.

PLAN No.	18.422.11
SHEET No.	1 of 1
REVISIONS	
DATE	APRIL 22, 2011
DRAWN BY:	
SCALE	
APPROVED BY:	

TITLE: Public Hearing #PUD-2025-00081 for a Special Use Permit in the Nature of a Preliminary and Final Planned Development with Modifications from City Code; and a Plat of Re-Subdivision, with Variances from City Code (147 Central Ave.)

Zoning Review.

Lot 1, existing residence – R4 Low to Moderate Density

Standard	*Requirement*	*Proposed*	*Notes*
Lot Dimensions	20,000 SF | 40,000 SF for LFOZ	89,204 SF	Complies
Density - Min. lot area per dwelling unit	20,000 SF	89,204 SF	Complies
Minimum front yard	40'	123.34' (existing)	Complies
Minimum side yard	48.75' total; 12' min	50'	Noncompliant, pre-existing
Minimum rear yard	35'	35'	Noncompliant, pre-existing
Floor Area Ratio	((.1026 x lot area) + 6188 x 100) / (lot area) = 15.340	4,943 SF	Complies

- The Coach House and Garden's Cottage are the noncompliant, pre-existing encroachments.

Lot 2, new lot – R4 Low to Moderate Density

Standard	*Requirement*	*Proposed*	*Notes*
Lot Dimensions	20,000 SF | 40,000 SF for LFOZ	89,319 SF	Complies
Density - Min. lot area per dwelling unit	20,000 SF	89,319 SF	Complies
Minimum front yard	40'	123.34'	Complies
Minimum side yard	77.4' total; 12' min	95.41'	Complies
Minimum rear yard	35'	35'	Complies
Floor Area Ratio	((.1026 x lot area) + 6188 x 100) / (lot area) = 15.352	0 SF	Complies

Lake Front Density & Character Overlay Zone

- Minimum Area for Single-Family Residence - no subdivision of any lot in the LFOZ Overlay Zone shall create any new lot that has a minimum area for a single-family residence of less than 40,000 square feet. The proposed two lots will each meet the minimum lot area, lot depth, and lot width requirements of both the R4 Low to Moderate Density Residential District and Lake Front Density & Character Overlay Zone (LFOZ).

- Average Width - no subdivision of any lot in the LFOZ Overlay Zone shall create any new lot that has an average width of less than 100 feet. The proposed two lots will each meet the established property width average per Section 151.004(A)(6).

Steep Slope Zone

Defined per Section 150.202 – "All land which lies between the bottom of a ravine steep slope and a line being farthest from the bottom of a ravine steep slope and ten (10) feet from the top edge of a ravine steep slope; and all land which lies between the bottom of a bluff steep slope and a line being farthest from the bottom of a bluff steep slope and forty (40) feet from the top edge of a bluff steep slope."

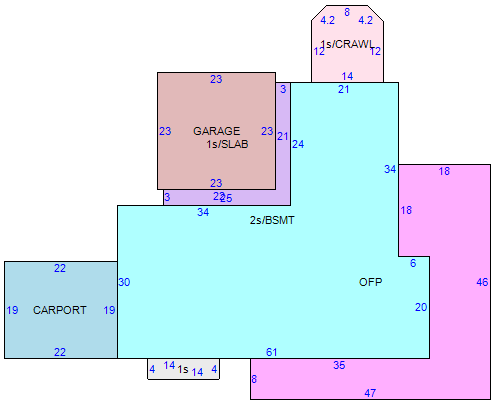
- SSZ surrounding the property is ravine, therefore requiring a 10' setback from the top edge of the ravine.

Footprint of existing structures on 147 Central Ave:

- Single family home ~ 4,556 sq. ft., footprint see **Attachment 9** for sketch plan data from the Lake County Assessor's Office.
- Coach house ~ 1,152 sq. ft. footprint
- Gardener's cottage ~ 643 sq. ft. footprint

PARID: 1623210002
NBHD: 1825010
GALE ROTHNER TTEE GALE ROTHNER SPOUSAL
Tax Year: 2025 (Taxes Payable in 2026).

ASSESSOR #: 049
ROLL: RP
147 CENTRAL AVE
Select **Tax Year** on the right:



Item	Area
2s/BSMT	2274
OFP - 11:OFP OPEN FRAME PORCH	940
1s - 10:1S FR FRAME	56
1s/CRAWL - 10/53:1S FR FRAME/CRAWL	201
1s/SLAB - 10/52:1S FR FRAME/SLAB	138
GARAGE - 13:FRAME GARAGE	529
CARPORT - 30:CARPORT	418

Printed on Wednesday, April 29, 2026, at 5:31:37 PM EST

City of Highland Park
1150 Half Day Rd.
Highland Park, Illinois 60035
847.432.0807
cityhpil.com

Memorandum

DATE: October 28, 2025

TO: Karl Burhop, Planner

FROM: Emmanuel Gomez, PE, City Engineer

BY: Sam Hertel, PE, Civil Engineer

SUBJECT: 147 Central Ave – Subdivision Application

Plat Comments

1. Engineering has no comments regarding the proposed subdivision of the existing parcel

Plan Comments

1. A new residence on the proposed parcel will require a Drainage & Grading permit
    a. Plans submitted with permit should include existing and proposed impervious area calculations

2. A new residence on the proposed parcel may require a Watershed Development Permit, due to hydrological disturbance
    a. Trigger for this requirement is 5000sqft+ disturbance
    b. This would be determined when Drainage & Grading plans are submitted to City for review

3. A new residence on the proposed parcel would meet threshold set forth in Residential Infill Ordinance (250sqft+ new impervious area) and would require applicant to capture stormwater runoff and route it to the City's storm sewer system or directly to the ravine

4. Engineering may have further comments once plans are submitted to the City for review

City of Highland Park
1150 Half Day Rd.
Highland Park, Illinois 60035
847.432.0807
cityhpil.com

Memorandum

DATE: December 17, 2025

TO: Karl Burhop, Planner

FROM: Emmanuel Gomez, PE, City Engineer

BY: Alec Turkowski, Civil Engineer

SUBJECT: 147 Central Ave – PUD-2025-00081

Plan Comments

1. Please revisit and address the comments provided by Sam Hertel in October 2025.
2. If the proposed work involves activities on or near the ravine, please ensure full with City Code Article XIX – Steep Slope Zone.
3. Engineering has no further comments regarding this permit. Engineering may have further comments once plans are submitted for a Drainage & Grading permit.